

ORDINANCE NO. 2021-17

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR DEFERRED ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; APPROVING A CONSTRUCTION FINANCING AND REIMBURSEMENT AGREEMENT; APPROVING A LANDOWNER AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Georgetown, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as Parks at Westhaven Public Improvement District (the "*District*" or "*PID*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on January 26, 2021, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on January 26, 2021 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. 012621-M (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, on February 3, 2021, the City published notice of its authorization of the creation of the District in *The Williamson County Sun*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, pursuant to the Act, the proposed assessment roll (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the Act, the statutory notice of a public hearing to be held by the City Council on March 9, 2021 was published on February 24, 2021, advising that the City Council would consider the levy of the proposed assessments (the "*Assessments*") on real property within the District was published in *The Williamson County Sun*, a newspaper of general circulation in the City, and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of the Assessments on property within the District to the address of record at Williamson Central Appraisal District, such address being the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on March 9, 2021, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by authorized electronic means as provided in the notice of public hearing published on February 14, 2021 or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Parks at Westhaven Public Improvement District Service and Assessment Plan, which includes the Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the

Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, Westinghouse77, L.P. (the "*Landowner*"), the owner of the privately-owned and taxable property located within the District, will execute a Landowner Agreement (defined below), wherein the Landowner, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against its properties located within the District, and agrees to pay the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the City Council has found and determined to authorize and approve in substantially final form the Construction, Financing and Reimbursement Agreement Parks at Westhaven Public Improvement District between the City of Georgetown and Westinghouse77, L.P. (the "*Construction, Financing and Reimbursement Agreement*") pursuant to which the Landowner has agreed to construct the Authorized Improvements identified in the Service and Assessment Plan, and the City has agreed to reimburse Landowner for the costs of constructing the Authorized Improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said PID Bonds; and

WHEREAS, the City Council closed the public hearing on March 9, 2021, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

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

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

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

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service plan and assessment plan for the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment plan include the improvements that will benefit and serve all of the property within the District (the "*PID Improvements*"). The PID Improvements benefit and serve all of the property within the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the District that: (i) the enhancement and value to accrue to the District and the real and true owner or owners thereof by virtue of construction of the PID Improvements will be equal to or in excess of the amount of the cost of the proposed PID Improvements; (ii) that the apportionment of the costs of the PID Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the PID Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said PID Improvements in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the PID Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said PID Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 8. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the PID Improvements to be assessed against the property within the District, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Collection of the Annual Installments for a Parcel are deferred until the Trigger Date (defined in the attached Service and Assessment Plan) has been reached for each respective Parcel. If the Trigger Date occurs on or before July 31st of a given year, then Assessments levied on the Parcel, including the Annual Installments thereof, will be delinquent if not paid on or before the January 31st of the following year. If the Trigger Date occurs after July 31st of a given year, then Assessments levied on the Parcel, including the Annual Installments thereof, will be delinquent if not paid on or before the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel. Prior to the collection of the other components of Annual Installments for a Parcel, the City will collect Annual Collection Costs as described in Section V.D. of the Service and Assessment Plan. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates. The City Council hereby finds and determines that the estimated appraised value of taxable real property liable for assessment in the District (as determined by the Williamson Central Appraisal District for the 2020 market valuation of the four tax parcels comprising the taxable real property in the District) is as follows:

WCAD Property Id #	Legal Description	WCAD 2020 Market Value
R040525	AW0545 AW0545 - Robertson, J. Sur., ACRES 46.24	\$1,096,313
R038803	AW0021 ADDISON, WM. SUR., ACRES 19.00	\$269,854
R432432	AW0545 AW0545 - Robertson, J. Sur., ACRES 29.43	\$606,748
R038810	W0021 ADDISON, WM. SUR., ACRES 19.45	\$275,346
	TOTAL	\$2,248,261

The estimated appraised value of taxable real property liable for assessment in the District after construction of the improvements described in the Service and Assessment Plan is \$111,199,000, as estimated by the Landowner. The City Council additionally finds and determines that the cost of the Authorized Improvements is \$7,725,000.

(e) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

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

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

(h) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the PID Improvements, including debt service on obligations issued to pay the costs of the PID Improvements, and the establishment of each such fund is hereby approved.

(i) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of Bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 9. The Landowner Agreement between the City and the Landowner (the "*Landowner Agreement*") is hereby authorized and approved in the substantially final form attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Ordinance. The Mayor's or Mayor Pro Tem's signature on the Landowner Agreement may be attested by the City Secretary.

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

Section 11. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 12. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 13. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

EXHIBIT LIST:

Exhibit A – Service and Assessment Plan

Exhibit B – Landowner Agreement

Exhibit C – Construction, Financing and Reimbursement Agreement

PASSED AND APPROVED on First Reading on March 9, 2021.

PASSED, APPROVED AND ADOPTED on Second Reading on March 23, 2021.

CITY OF GEORGETOWN, TEXAS, a home-rule municipal corporation of the State of Texas

Josh Schroeder, Mayor

ATTEST:

Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM

Skye Masson
Skye Masson, City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

BEFORE ME, a Notary Public, on this day personally appeared, by Josh Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the City of Georgetown, Texas.

GIVEN UNDER MY HAND AND SEAL of office this 23rd day of March, 2021.



[SEAL]

Linda Ruth White
Notary Public, State of Texas

Exhibit A

**PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN**

(see attached)

Parks at Westhaven Public Improvement District

SERVICE AND ASSESSMENT PLAN

MARCH 23, 2021



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INTRODUCTION

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

On January 26, 2021 the City passed and approved Resolution No. 012621-M authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 113.56 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

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

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property 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 PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

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

“Additional Interest” means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

“Additional Interest Rate” means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act.

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

“Annual Collection Costs” mean administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the

District, including continuing disclosure requirements; and (8) the paying agent/registrant 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.

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

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

“Assessed Property” means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

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

“Assessment Ordinance” means the ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on Assessed Property within the District, as shown on any Assessment Roll.

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

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

“Authorized Improvements” mean PID Improvements and District Formation and Bond Issuance Costs but excluding Owner Funded Improvements, as more specifically described in **Section III** and depicted on **Exhibit C**.

“City” means the City of Georgetown, Texas.

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

“County” means Williamson County, Texas.

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

“District” means the approximately 113.56 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

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

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

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

“Initial Parcel” means all of the area within the District as generally described by metes and bounds in **Exhibit A** and shown on the map on **Exhibit B**, consisting of approximately 113.56 acres.

“Landowner Agreement” means that certain Landowner Agreement between the City and Owner dated March 23, 2021, as may be further amended.

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

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

“Lot Type 1” means a Lot designated as a 45’ duplex residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type 2” means a Lot designated as a 47’ residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type 3” means a Lot designated as a 52’ residential lot by the Owner, as shown on the map attached as **Exhibit J**.

“Lot Type Commercial” means a Lot designated as a commercial lot by the Owner, as shown on the map attached as **Exhibit J**.

“Maximum Assessment” means the amount shown for each Lot Type on **Exhibit H**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

“Owner” means Westinghouse77, L.P., and any successor owner of property within the District, or any portion thereof.

“Owner Funded Improvements” mean the improvements that are funded entirely by the Owner and are not eligible for repayment by Assessments; provided that, for the avoidance of doubt, such term does not include the improvements to be funded entirely by the Owner without reimbursement to the extent the amount of Authorized Improvements exceeds the amount of the Reimbursement Obligation.

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

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

“PID Bonds” mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

“PID Improvements” mean improvements authorized by Section 372.003 of the PID Act that confer a special benefit to the Assessed Property and are eligible to be repaid with Assessments. These improvements are specifically described in **Section III.A** and are shown on **Exhibit C**.

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

“Prepayment Costs” mean interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

“Reimbursement Agreement” means that certain “PID Construction, Financing, and Reimbursement Agreement Parks at Westhaven Public Improvement District” effective March 23, 2021 entered into by and between the City and Owner, whereby all or a portion of the Actual Costs not paid to Owner from PID Bonds, if issued, will be paid to the Owner from Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Assessments.

“Reimbursement Obligation” means an amount not to exceed \$7,725,000 payable from Assessments to be paid to Owner pursuant to the Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds.

“Remaining Property” shall have the meaning assigned to such term in **Section VI.F**.

“Service and Assessment Plan” or **“SAP”** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

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

"Taken Property" shall have the meaning assigned to such term in **Section VI.F.**

"Taking" shall have the meaning assigned to such term in **Section VI.F.**

"Trigger Date" means, for each Parcel, the earlier of: (1) the date a final plat is filed and recorded in the real property records of the County which creates the Parcel, or (2) the date PID Bonds secured by Assessments levied on the Parcel are issued. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 113.56 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is anticipated to include 401 single-family homes and approximately 15,943 square feet of commercial space, as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage and utilities to property within the District.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. PID Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. PID Improvements

- *Paving*
Improvements including all concrete and reinforcing steel for roadways, testing, handicapped ramps and paving needed to create roadways. The paving improvements in combination with the earthwork improvements will provide street access to each Lot within the District.
- *Water*
Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within the District.
- *Sanitary Sewer*
Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Parkland*
Improvements including earthwork, demolition, irrigation and all necessary construction needed to create and improve parkland within the District.

B. District Formation and Bond Issuance Costs

- *Debt Service Reserve Requirement*
Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *Capitalized Interest*
Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *Underwriter's Discount*
Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *Cost of Issuance*
Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.
- *First Year Annual Collection Costs*
Estimated 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District. PID Bonds may be issued by the City during the five-year period to pay all or a portion of the Reimbursement Obligation owed under the Reimbursement Agreement. If and when PID Bonds are issued, the PID Bonds will fund costs of issuance of the PID Bonds and other costs set forth in **Section III** above. Assessments may be collected in an amount sufficient to pay principal

and interest on the PID Bonds, costs of issuance of the PID Bonds, and to fund the Debt Service Reserve Requirement, as defined in the applicable Indenture.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. If PID Bonds are issued, **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or 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.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated entirely to the Initial Parcel. Upon subdivision of the Initial Parcel, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

Assessments will be levied on the Initial Parcel according to the Assessment Roll, attached hereto as **Exhibit F**. The projected Annual Installments are shown on **Exhibit G-1**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Initial Parcel by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

Collection of the Annual Installments for a Parcel are deferred until the Trigger Date has been reached for each respective Parcel. If the Trigger Date occurs on or before July 31st of a given year, then Assessments levied on the Parcel, including the Annual Installments thereof, will be delinquent if not paid on or before the January 31st of the following year. If the Trigger Date occurs after July 31st of a given year, then Assessments levied on the Parcel, including the Annual Installments thereof, will be delinquent if not paid on or before the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel. Prior to the collection of the other components of Annual Installments for a Parcel, the City will collect Annual Collection Costs as described in **Section V.D**.

C. Findings of Special Benefit

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

- The cost of the Authorized Improvements equals \$10,834,219 as shown on **Exhibit C**; and
- The Initial Parcel receives special benefit equal to or greater than the Authorized Improvements; and
- The Initial Parcel was allocated 100% of the Assessments levied for the Authorized Improvements, which equals \$7,725,000 as shown on **Exhibit F**; and
- The special benefit (\geq \$10,834,219) received by the Initial Parcel from the Authorized Improvements is greater than the amount of Assessments (\$7,725,000) levied on the Initial Parcel for the Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Initial Parcel. In a Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Initial Parcel and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special

benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Assessments on the Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

Additional Interest will not be collected as part of the Reimbursement Obligation. If PID Bonds are issued, the interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

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

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot

or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

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

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

E. Prepayment of Assessments

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

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

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

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

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or

payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

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

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

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

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-1** shows the projected Annual Installments for the District. **Exhibit G-2** shows the projected Annual Installments for Lot Type 1. **Exhibit G-3** shows the projected Annual Installments for Lot Type 2. **Exhibit G-4** shows the projected Annual Installments for Lot Type 3. **Exhibit G-5** shows the projected Annual Installments for Lot Type Commercial. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the Initial Parcel, the Annual Installment will be billed to each property ID within the Initial Parcel based on the Williamson Central Appraisal District acreage.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction

of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

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

LIST OF EXHIBITS

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Assessment Roll
Exhibit G-1	Annual Installments
Exhibit G-2	Lot Type 1 Annual Installments
Exhibit G-3	Lot Type 2 Annual Installments
Exhibit G-4	Lot Type 3 Annual Installments
Exhibit G-5	Lot Type Commercial Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Notice of PID Assessment Termination

EXHIBIT A – DISTRICT LEGAL DESCRIPTION

FIELD NOTES

FOR PID

A 113.56 ACRE TRACT OF LAND, SITUATED IN THE W. ADDISON SURVEY, ABSTRACT NO. 21, AND IN THE J. ROBERTSON SURVEY, ABSTRACT NO. 545, BEING OUT OF A CALLED 76.670 ACRE TRACT CONVEYED TO WESTINGHOUSE77 LP, RECORDED IN DOCUMENT NO. 2019108008 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 19.00 ACRE TRACT CONVEYED TO ROLAND T. BURKE RECORDED IN DOCUMENT NO. 2003014353 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN VOLUME 542, PAGE 521 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 19.45 ACRE TRACT CONVEYED TO WILLIAM BOWLING BYERS ESTATE RECORDED IN DOCUMENT NO. 2007030759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING DESCRIBED IN VOLUME 542, PAGE 627 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, LOCATED IN IN WILLIAMSON COUNTY, TEXAS. SAID 113.56 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found on a point in the north right-of-way line of Westinghouse Road (a.k.a. County Road 111), a variable width right-of-way, said point being the southeast corner of said 76.670-acre tract, same being the southwest corner of a called 13.00-acre tract conveyed to Samantha & Justin Kacir, recorded in Document No. 2015061464 of the Official Public Records of Williamson County, Texas for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 67°37'44" W, with the north right-of-way line of said Westinghouse Road, same being the south boundary line of said 76.670-acre tract, a distance of **699.53 feet** to an Iron rod with cap marked "Bryan Tech Services" found at the southeast corner of a called 0.230-acre tract conveyed to Continental Homes of Texas, LP, recorded in Document No. 2017076649 of the Official Public Records of Williamson County, Texas for a southwest corner hereof;

THENCE N 22°22'16" W, departing the north right-of-way line of said Westinghouse Road, with a west boundary line of the Remnant Portion of said 76.670-acre tract, same being the east boundary line of said 0.230-acre tract and the east boundary line of a called 0.034-acre tract conveyed to Continental Homes of Texas, LP, recorded in Document No. 2017076649 of the Official Public Records of Williamson County, Texas, a distance of **115.00 feet** to an iron rod with cap marked "Bryan Tech Services" found at the northeast corner of said 0.034-acre tract for the southwest ell corner hereof;

THENCE S 67°37'44" W, with a south boundary line of the Remnant Portion of said 76.670-acre tract, same being the north boundary line of said 0.034-acre tract, a distance of **100.00 feet** to an Iron rod with cap marked "Bryan Tech Services" found at a southeast ell corner of said 76.670-acre tract, same being the northwest corner of said 0.34-acre tract for the southeast ell corner hereof;

THENCE S 22°22'16" E, with an east boundary line of said 76.670-acre tract, same being the west boundary line of said 0.034-acre tract and with the west boundary line of said 0.230-acre tract, a distance of **115.00 feet** to an iron rod with cap marked "Bryan Tech Services" found in the north right-of-way boundary line of said Westinghouse Road, said point being a southeast corner of the

Remnant Portion of said 76.670-acre tract, also being the southwest corner of said 0.230-acre tract for the southeast corner hereof;

THENCE S 67°37'44" W, with the north right-of-way line of said Westinghouse Road, same being the south boundary line of said 76.670-acre tract, a distance of **844.17 feet** to a calculated point for the southwest corner hereof;

THENCE departing the north right-of-way line of said Westinghouse Road, through the interior of said 76.670-acre tract the following three (3) courses and distances:

1. **N 70°12'18" W**, a distance of **37.06 feet** to a calculated angle point hereof,
2. **N 28°02'54" W**, continuing through the interior of said 76.670-acre tract, a distance of **267.61 feet** to a calculated angle point hereof, and
3. **S 61°51'34" W**, a distance of **14.96 feet** to a calculated point in the east right-of-way line of Maple Street, a variable width right-of-way, same being a 39.069-acre tract of land conveyed to the City of Georgetown, recorded in Volume 1970, Page 497 of the Deed Records of Williamson County, Texas also being the west boundary line of said 76.670 acre tract for a southwest corner hereof;

THENCE with the easterly right-of-way line of said Maple Street, and being the easterly line of said 39.069-acre tract, in part, same being the westerly line of said 79.670-acre tract the following three (3) courses and distances:

1. **N 28°02'20" W**, a distance of **50.21 feet** to an iron rod with cap marked "Bryan Tech Services" on an angle point hereof,
2. **N 62°15'07" E**, a distance of **30.20 feet** to an iron rod with cap marked "TXDOT" found on a for an angle point hereof, and
3. **N 28°08'26" W**, at a distance of 578.80 feet passing an iron rod with cap marked "TXDOT" found on a point in the easterly right-of-way line of said Maple Street, and being a point in the easterly line of said 39.069-acre tract, same being a point in the westerly line of said 79.670-acre tract, continuing through the interior of said 76.670-acre tract for a total distance of **866.00 feet** to a calculated angle point hereof,

THENCE S 61°51'34" W, continuing through the interior of said 76.670-acre tract, a distance of **30.16 feet** to a calculated point in the easterly right-of-way line of said Maple Street, and being a point in the easterly line of said 39.069-acre tract, same being a point in the westerly line of said 79.670-acre tract for an angle point hereof,

THENCE N 28°09'49" W, the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, same being the westerly line of said 79.670-acre tract, a distance of **50.00 feet** to a calculated angle point hereof;

THENCE departing the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, through the interior of said 76.670-acre tract the following three (3) courses and distances:

1. **N 61°51'34" E**, a distance of **30.00 feet** to a calculated angle point hereof,
2. **N 28°09'49" W**, a distance of **985.63 feet** to a calculated angle point hereof, and
3. **S 61°50'11" W**, a distance of **30.00 feet** to a calculated point in the easterly right-of-way line of said Maple Street, and being a point in the easterly line of said 39.069-acre tract, same being a point in the westerly line of said 79.670-acre tract for an angle point hereof,

THENCE N 28°09'49" W, the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, same being the westerly line of said 79.670-acre tract, a distance of **50.00 feet** to a calculated angle point hereof,

THENCE departing the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, through the interior of said 76.670-acre tract the following three (3) courses and distances:

1. **N 61°50'11" E**, a distance of **30.00 feet** to a calculated angle point hereof,
2. **N 28°09'49" W**, a distance of **397.22 feet** to a calculated angle point hereof, and
3. **S 61°50'11" W**, a distance of **30.00 feet** to a calculated point in the easterly right-of-way line of said Maple Street and being a point in the easterly line of said 39.069-acre tract, same being a point in the westerly line of said 79.670-acre tract for an angle point hereof,

THENCE N 28°09'49" W, the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, same being the westerly line of said 79.670-acre tract, a distance of **50.00 feet** to a calculated angle point hereof,

THENCE N 61°50'46" E, departing the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, through the interior of said 76.670-acre tract, a distance of **30.01 feet** to a calculated angle point hereof,

THENCE N 28°09'53" W, continuing through the interior of said 76.670-acre tract, a distance of **353.83 feet** to a calculated point in the north line of said 76.760-acre tract, same being a point in the south line of a called 19.038-acre tract conveyed to KB Home Lone Star Inc., recorded in Document No. 2020113982 of the Official Public Records of Williamson County, Texas for the westernmost northwest corner hereof, from which a ½" iron rod found on a point in the easterly right-of-way line of said Maple Street and being the easterly line of said 39.069-acre tract, said point being the northwest corner of said 76.760-acre tract, same being the southwest corner of said 19.038-acre tract bears **S 68°20'02" W**, 752.86 feet;

THENCE N 68°20'02" E, with a north line of said 76.670-acre tract, same being the south line of said 19.038-acre tract, a distance of **752.86 feet** to a ½" iron rod with yellow cap marked "Pape-

Dawson" found on a point in the west line of said 19.45-acre tract, said point being the at the northeast corner of said 76.760-acre tract, same being the southernmost southeast corner of said 19.038-acre tract for the northwest ell corner hereof;

THENCE N 20°53'59" W, with the west line of said 19.45 acre tract, same being an east line of said 19.038 acre tract, a distance of **271.05 feet** to a ½" iron rod found at the northwest corner of said 19.45-acre tract, same being the southeast ell corner of said 19.038-acre tract for the northernmost northwest corner hereof;

THENCE N 68°32'14" E, with the north line of said 19.45-acre tract, same being a south line of said 19.038-acre tract, a distance of **780.65 feet** to a calculated point in the west line of Kasper Section 10, a subdivision according to the plat recorded in Document No. 2020112058 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of said 19.45-acre tract, same being the easternmost southeast corner of said 19.038-acre tract for the easternmost northeast corner hereof;

THENCE S 21°19'50" E, with the east line of said 19.45-acre tract and the east line of said 19.00-acre tract, same being the west line of said Kasper, Section 10 and the west line of Kasper, Section 8, a subdivision according to the plat recorded in Document No. 2019077713 of the Official Public Records of Williamson County, Texas, a distance of **1576.64 feet** to a ¾" iron rod found on an angle point in the east line of said 19.00-acre tract, same being the west line of said Kasper, Section 8 for an angle point hereof,

THENCE S 24°07'45" E, with the east line of said 19.00-acre tract, same being the west line of said Kasper, Section 8, a distance of **548.54 feet** to a ½" iron rod found on a point in a north line of said 76.670-acre tract, said point being the southeast corner of said 19.00-acre tract, same being the southwest corner of said Kasper, Section 8 for the northeast ell corner hereof,

THENCE N 68°40'56" E, with the north boundary line of said 76.670-acre tract, same being the south boundary line of said Kasper, Section 8 and, in part, with the south boundary line of Kasper, Section 6B, a subdivision according to the plat recorded in Document No. 2019005990 of the Official Public Records of Williamson County, Texas, a distance of **453.25 feet** to a ½" iron rod found at the easternmost northeast corner of said 76.670-acre tract, same being the northwest corner of the aforementioned 13.00-acre tract, also being a point in the south boundary line of said Kasper, Section 6B for the easternmost northeast corner hereof;

THENCE S 21°34'30" E, departing the south boundary line of said Kasper, Section 6B, with the east boundary line of the said 76.670-acre tract, same being the west boundary line of said 13.00-acre tract, a distance of **1197.55 feet** to the **POINT OF BEGINNING** and containing 113.56 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50857-04 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape Dawson Engineers, Inc.
DATE: January 6, 2021
JOB No.: 51085-04
DOC.ID.: H:\Survey\CIVIL\51085-00\Word\FNS1085-04_113.56Ac_PID.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



EXHIBIT B – DISTRICT BOUNDARY MAP

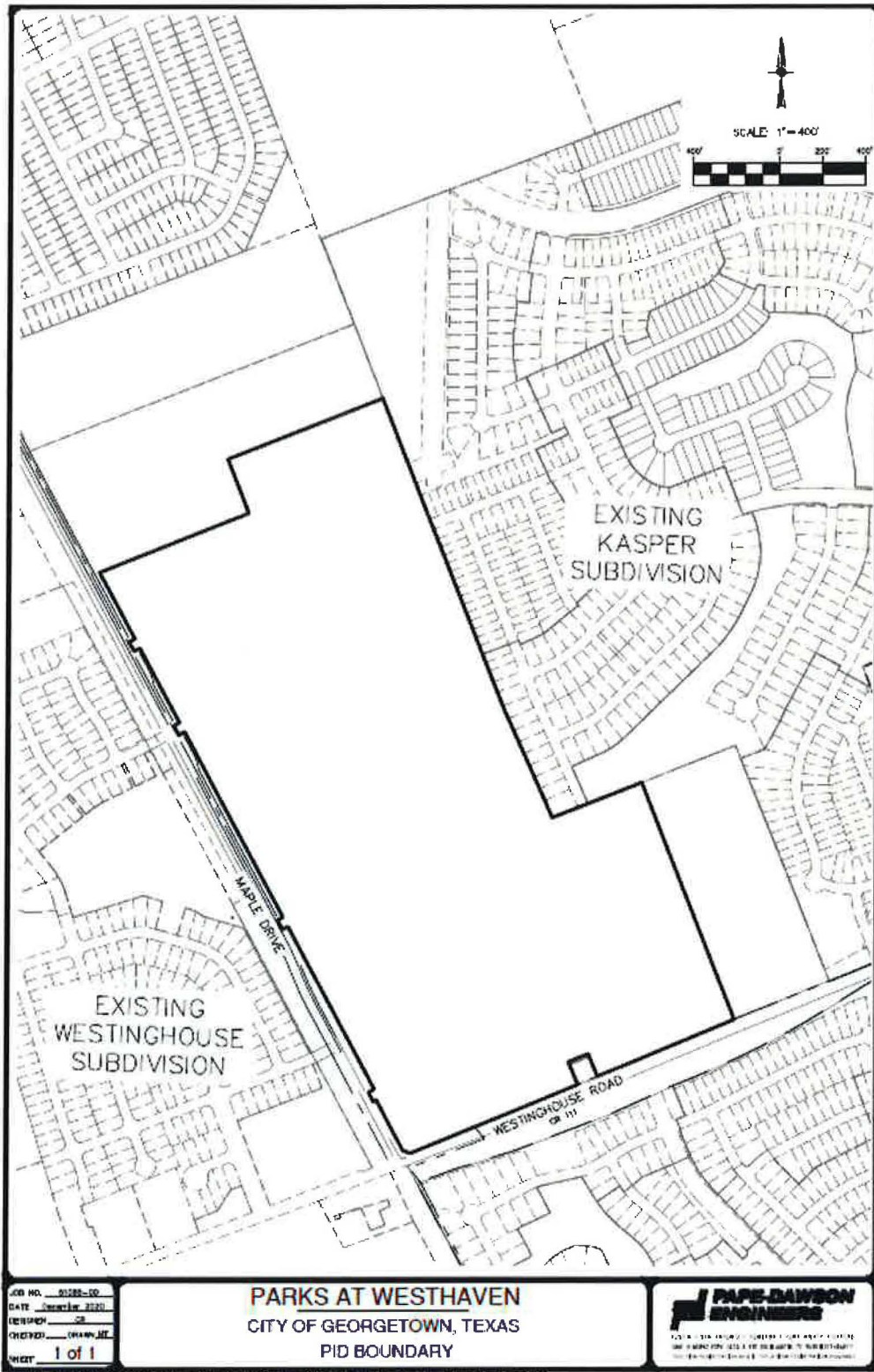


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Owner Funded Improvements	Authorized Improvements	Total Costs [a]
<i>PID Improvements</i>			
Paving	\$ -	\$ 4,349,717	\$ 4,349,717.37
Water	-	2,384,130	2,384,130
Sanitary Sewer	-	1,406,747	1,406,747
Parkland	-	1,401,000	1,401,000
	\$ -	\$ 9,541,594	\$ 9,541,594
<i>Owner Funded Improvements</i>			
Earthwork	\$ 583,439	\$ -	\$ 583,439
Drainage	2,637,867	-	2,637,867
Miscellaneous [b]	1,795,254	-	1,795,254
Contingency	709,140	-	709,140
Soft Costs	2,127,741	-	2,127,741
	\$ 7,853,441	\$ -	\$ 7,853,441
<i>Bond Issuance Costs & District Formation Expenses</i>			
Debt Service Reserve Fund [c]	\$ -	\$ 523,750	\$ 523,750
Capitalized Interest [c]	-	-	-
Underwriter's Discount [c]	-	231,750	231,750
Cost of Issuance [c]	-	502,125	502,125
First Year Annual Collection Costs	-	35,000	35,000
	\$ -	\$ 1,292,625	\$ 1,292,625
Total	\$ 7,853,441	\$ 10,834,219	\$ 18,687,660

Footnotes:

[a] Costs were determined per the Engineer's Opinion of Probable Cost prepared by Dustin J. Goss dated 1/7/2021.

[b] Costs include dry utilities, retaining walls, as-built topography and mailboxes.

[c] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Annual Installments Due		Year 1 [a]	Year 2	Year 3	Year 4	Year 5
Principal		\$ 175,000.00	\$ 180,000.00	\$ 190,000.00	\$ 200,000.00	\$ 205,000.00
Interest		347,625.00	339,750.00	331,650.00	323,100.00	314,100.00
	(1)	\$ 522,625.00	\$ 519,750.00	\$ 521,650.00	\$ 523,100.00	\$ 519,100.00
Annual Collection Costs	(2)	\$ 35,000.00	\$ 35,700.00	\$ 36,414.00	\$ 37,142.28	\$ 37,885.13
Additional Interest [b]	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 557,625.00	\$ 555,450.00	\$ 558,064.00	\$ 560,242.28	\$ 556,985.13

[a] The Annual Installment due date for Year 1 will be determined by the Trigger Date as described in **Section V.B**. The Trigger Date may differ by Parcel, so the amounts shown are preliminary only and assume the entire District has the same Trigger Date.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

Sources of Funds		
Owner Advance [a]	\$	7,725,000
Owner Contribution [b]		10,962,660
Total Sources	\$	18,687,660

Uses of Funds		
PID Improvements	\$	9,541,594
Owner Funded Improvements		7,853,441
	\$	17,395,035
<i>Bond Issuance Costs & District Formation Expenses</i>		
Debt Service Reserve Fund [c]		523,750
Capitalized Interest [c]		-
Underwriter's Discount [c]		231,750
Cost of Issuance [c]		502,125
First Year Annual Collection Costs		35,000
	\$	1,292,625
Total Uses	\$	18,687,660

[a] Reimbursable to Owner pursuant to Reimbursement Agreement.

[b] Not subject to reimbursement to Owner.

[c] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT F – ASSESSMENT ROLL

		Parks at Westhaven PID			
Property ID	Legal Description	Acreage [a]	% of Total Acres	Outstanding Assessment	Annual Installment due 1/31/22 [b]
R432432	Initial Parcel	29.4300	25.56%	\$ 1,974,867.53	\$ 8,947.62
R040525	Initial Parcel	46.2400	40.17%	3,102,883.95	14,058.37
R038803	Initial Parcel	19.0000	16.50%	1,274,973.94	5,776.58
R038810	Initial Parcel	19.4500	16.90%	1,305,170.69	5,913.39
R332202	Initial Parcel	1.0000	0.87%	67,103.89	304.03
Total Initial Parcel		115.1200	100.00%	\$ 7,725,000.00	\$ 35,000.00

[a] Per Williamson Central Appraisal District. The tax parcels contain 1.56 acres of property that is outside of the PID boundaries. For billing purposes, the tax parcel cannot be split and the Annual Installment must be billed to the entire tax parcel.

[b] Trigger Date has not yet occurred, Annual Installment is for Annual Collection Costs only.

Note: For billing purposes only, until a plat has been recorded within the Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Initial Parcel based on the acreage of the Tax Parcel as calculated by the Williamson Central Appraisal District.

EXHIBIT G-1 – ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment
Year 1 [c]	\$ 175,000.00	\$ 347,625.00	\$ -	\$ 35,000.00	\$ 557,625.00
Year 2	180,000.00	339,750.00	-	35,700.00	555,450.00
Year 3	190,000.00	331,650.00	-	36,414.00	558,064.00
Year 4	200,000.00	323,100.00	-	37,142.28	560,242.28
Year 5	205,000.00	314,100.00	-	37,885.13	556,985.13
Year 6	215,000.00	304,875.00	-	38,642.83	558,517.83
Year 7	225,000.00	295,200.00	-	39,415.68	559,615.68
Year 8	235,000.00	285,075.00	-	40,204.00	560,279.00
Year 9	245,000.00	274,500.00	-	41,008.08	560,508.08
Year 10	260,000.00	263,475.00	-	41,828.24	565,303.24
Year 11	270,000.00	251,775.00	-	42,664.80	564,439.80
Year 12	280,000.00	239,625.00	-	43,518.10	563,143.10
Year 13	295,000.00	227,025.00	-	44,388.46	566,413.46
Year 14	310,000.00	213,750.00	-	45,276.23	569,026.23
Year 15	320,000.00	199,800.00	-	46,181.76	565,981.76
Year 16	335,000.00	185,400.00	-	47,105.39	567,505.39
Year 17	350,000.00	170,325.00	-	48,047.50	568,372.50
Year 18	365,000.00	154,575.00	-	49,008.45	568,583.45
Year 19	385,000.00	138,150.00	-	49,988.62	573,138.62
Year 20	400,000.00	120,825.00	-	50,988.39	571,813.39
Year 21	420,000.00	102,825.00	-	52,008.16	574,833.16
Year 22	435,000.00	83,925.00	-	53,048.32	571,973.32
Year 23	455,000.00	64,350.00	-	54,109.29	573,459.29
Year 24	475,000.00	43,875.00	-	55,191.47	574,066.47
Year 25	500,000.00	22,500.00	-	56,295.30	578,795.30
Total	\$ 7,725,000.00	\$ 5,298,075.00	\$ -	\$ 1,121,060.49	\$ 14,144,135.49

[a] The interest rate on the Reimbursement Obligation is estimated at a 4.5% rate.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Annual Installment due date for Year 1 will be determined by the Trigger Date as described in **Section V.B.**

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 – LOT TYPE 1 ANNUAL INSTALLMENTS PER UNIT

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment
Year 1 [c]	\$ 376.14	\$ 747.17	\$ -	\$ 75.23	\$ 1,198.53
Year 2	386.88	730.24	-	76.73	1,193.86
Year 3	408.38	712.83	-	78.27	1,199.48
Year 4	429.87	694.46	-	79.83	1,204.16
Year 5	440.62	675.11	-	81.43	1,197.16
Year 6	462.11	655.28	-	83.06	1,200.45
Year 7	483.60	634.49	-	84.72	1,202.81
Year 8	505.10	612.73	-	86.41	1,204.24
Year 9	526.59	590.00	-	88.14	1,204.73
Year 10	558.83	566.30	-	89.90	1,215.04
Year 11	580.33	541.15	-	91.70	1,213.18
Year 12	601.82	515.04	-	93.54	1,210.39
Year 13	634.06	487.96	-	95.41	1,217.42
Year 14	666.30	459.42	-	97.31	1,223.04
Year 15	687.79	429.44	-	99.26	1,216.49
Year 16	720.03	398.49	-	101.25	1,219.77
Year 17	752.27	366.09	-	103.27	1,221.63
Year 18	784.51	332.24	-	105.34	1,222.09
Year 19	827.50	296.93	-	107.44	1,231.88
Year 20	859.74	259.70	-	109.59	1,229.03
Year 21	902.73	221.01	-	111.78	1,235.52
Year 22	934.97	180.38	-	114.02	1,229.37
Year 23	977.96	138.31	-	116.30	1,232.57
Year 24	1,020.94	94.30	-	118.63	1,233.87
Year 25	1,074.68	48.36	-	121.00	1,244.04
Total	\$ 16,603.75	\$ 11,387.43	\$ -	\$ 2,409.55	\$ 30,400.73

[a] The interest rate on the Reimbursement Obligation is estimated at a 4.5% rate.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Annual Installment due date for Year 1 will be determined by the Trigger Date as described in **Section V.B.**

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-3 – LOT TYPE 2 ANNUAL INSTALLMENTS PER UNIT

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment
Year 1 [c]	\$ 423.35	\$ 840.96	\$ -	\$ 84.67	\$ 1,348.98
Year 2	435.45	821.90	-	86.36	1,343.71
Year 3	459.64	802.31	-	88.09	1,350.04
Year 4	483.83	781.63	-	89.85	1,355.31
Year 5	495.92	759.85	-	91.65	1,347.43
Year 6	520.12	737.54	-	93.48	1,351.14
Year 7	544.31	714.13	-	95.35	1,353.79
Year 8	568.50	689.64	-	97.26	1,355.40
Year 9	592.69	664.06	-	99.20	1,355.95
Year 10	628.98	637.38	-	101.19	1,367.55
Year 11	653.17	609.08	-	103.21	1,365.46
Year 12	677.36	579.69	-	105.28	1,362.33
Year 13	713.65	549.21	-	107.38	1,370.24
Year 14	749.94	517.09	-	109.53	1,376.56
Year 15	774.13	483.35	-	111.72	1,369.19
Year 16	810.41	448.51	-	113.95	1,372.88
Year 17	846.70	412.04	-	116.23	1,374.98
Year 18	882.99	373.94	-	118.56	1,375.49
Year 19	931.37	334.20	-	120.93	1,386.51
Year 20	967.66	292.29	-	123.35	1,383.30
Year 21	1,016.04	248.75	-	125.82	1,390.61
Year 22	1,052.33	203.03	-	128.33	1,383.69
Year 23	1,100.71	155.67	-	130.90	1,387.28
Year 24	1,149.09	106.14	-	133.52	1,388.75
Year 25	1,209.57	54.43	-	136.19	1,400.19
Total	\$ 18,687.90	\$ 12,816.81	\$ -	\$ 2,712.01	\$ 34,216.72

[a] The interest rate on the Reimbursement Obligation is estimated at a 4.5% rate.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Annual Installment due date for Year 1 will be determined by the Trigger Date as described in **Section V.B.**

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-4 – LOT TYPE 3 ANNUAL INSTALLMENTS PER UNIT

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment
Year 1 [c]	\$ 462.70	\$ 919.11	\$ -	\$ 92.54	\$ 1,474.35
Year 2	475.92	898.29	-	94.39	1,468.59
Year 3	502.35	876.87	-	96.28	1,475.51
Year 4	528.79	854.27	-	98.20	1,481.27
Year 5	542.01	830.47	-	100.17	1,472.65
Year 6	568.45	806.08	-	102.17	1,476.71
Year 7	594.89	780.50	-	104.21	1,479.61
Year 8	621.33	753.73	-	106.30	1,481.36
Year 9	647.77	725.77	-	108.42	1,481.97
Year 10	687.43	696.62	-	110.59	1,494.65
Year 11	713.87	665.69	-	112.80	1,492.36
Year 12	740.31	633.56	-	115.06	1,488.94
Year 13	779.97	600.25	-	117.36	1,497.58
Year 14	819.63	565.15	-	119.71	1,504.49
Year 15	846.07	528.27	-	122.10	1,496.44
Year 16	885.73	490.19	-	124.55	1,500.47
Year 17	925.39	450.33	-	127.04	1,502.76
Year 18	965.05	408.69	-	129.58	1,503.32
Year 19	1,017.93	365.26	-	132.17	1,515.36
Year 20	1,057.59	319.46	-	134.81	1,511.86
Year 21	1,110.47	271.87	-	137.51	1,519.84
Year 22	1,150.13	221.90	-	140.26	1,512.28
Year 23	1,203.01	170.14	-	143.06	1,516.21
Year 24	1,255.89	116.00	-	145.92	1,517.82
Year 25	1,321.99	59.49	-	148.84	1,530.32
Total	\$ 20,424.69	\$ 14,007.97	\$ -	\$ 2,964.05	\$ 37,396.72

[a] The interest rate on the Reimbursement Obligation is estimated at a 4.5% rate.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Annual Installment due date for Year 1 will be determined by the Trigger Date as described in **Section V.B.**

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-5 – LOT TYPE COMMERCIAL ANNUAL INSTALLMENTS PER BUILDING SQUARE FOOT

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment
Year 1 [c]	\$ 0.30	\$ 0.59	\$ -	\$ 0.06	\$ 0.94
Year 2	0.30	0.57	-	0.06	0.94
Year 3	0.32	0.56	-	0.06	0.94
Year 4	0.34	0.55	-	0.06	0.95
Year 5	0.35	0.53	-	0.06	0.94
Year 6	0.36	0.52	-	0.07	0.94
Year 7	0.38	0.50	-	0.07	0.95
Year 8	0.40	0.48	-	0.07	0.95
Year 9	0.41	0.46	-	0.07	0.95
Year 10	0.44	0.45	-	0.07	0.96
Year 11	0.46	0.43	-	0.07	0.95
Year 12	0.47	0.41	-	0.07	0.95
Year 13	0.50	0.38	-	0.08	0.96
Year 14	0.52	0.36	-	0.08	0.96
Year 15	0.54	0.34	-	0.08	0.96
Year 16	0.57	0.31	-	0.08	0.96
Year 17	0.59	0.29	-	0.08	0.96
Year 18	0.62	0.26	-	0.08	0.96
Year 19	0.65	0.23	-	0.08	0.97
Year 20	0.68	0.20	-	0.09	0.97
Year 21	0.71	0.17	-	0.09	0.97
Year 22	0.74	0.14	-	0.09	0.97
Year 23	0.77	0.11	-	0.09	0.97
Year 24	0.80	0.07	-	0.09	0.97
Year 25	0.85	0.04	-	0.10	0.98
Total	\$ 13.06	\$ 8.96	\$ -	\$ 1.90	\$ 23.91

[a] The interest rate on the Reimbursement Obligation is estimated at a 4.5% rate.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Annual Installment due date for Year 1 will be determined by the Trigger Date as described in **Section V.B.**

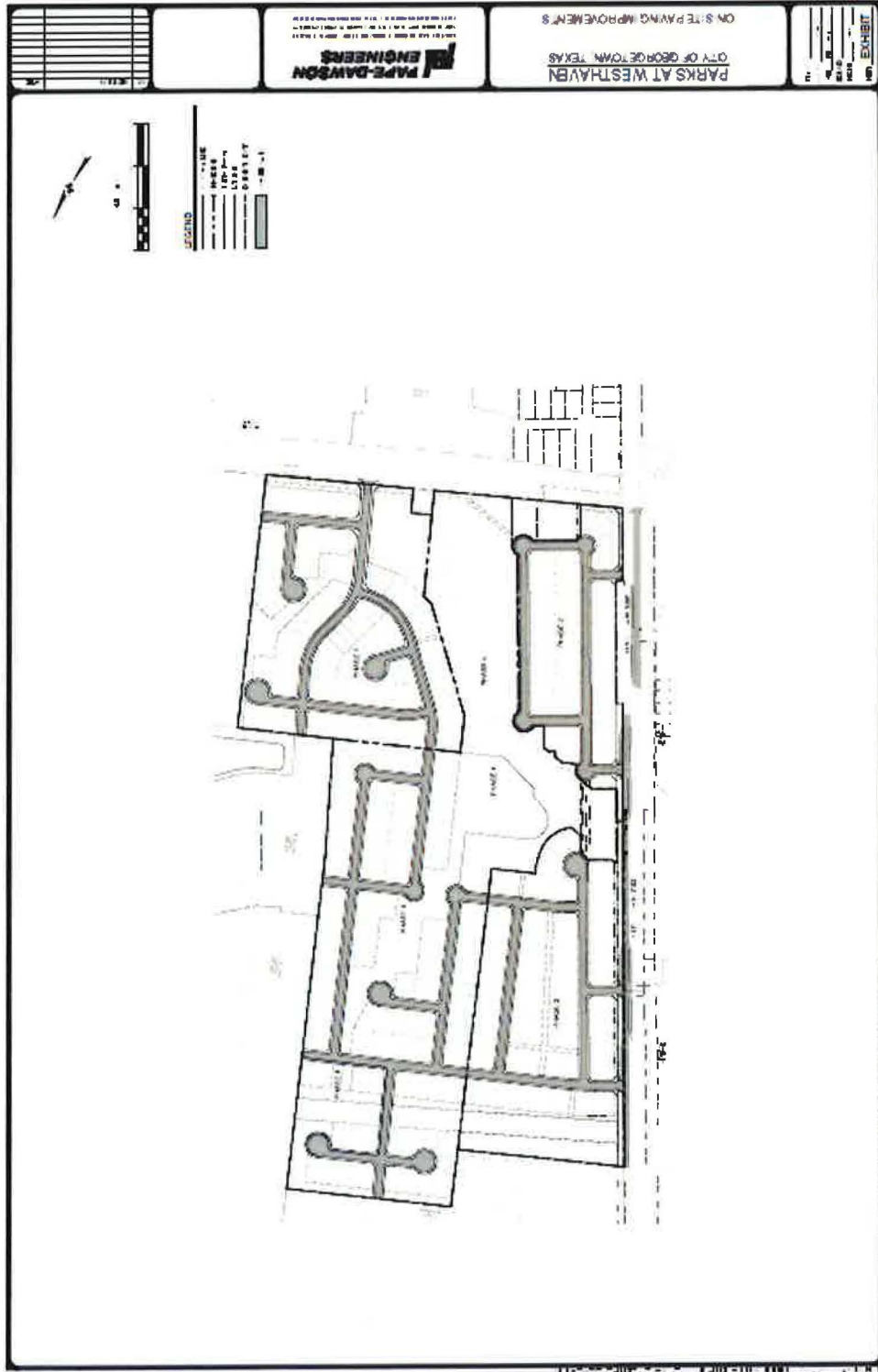
Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

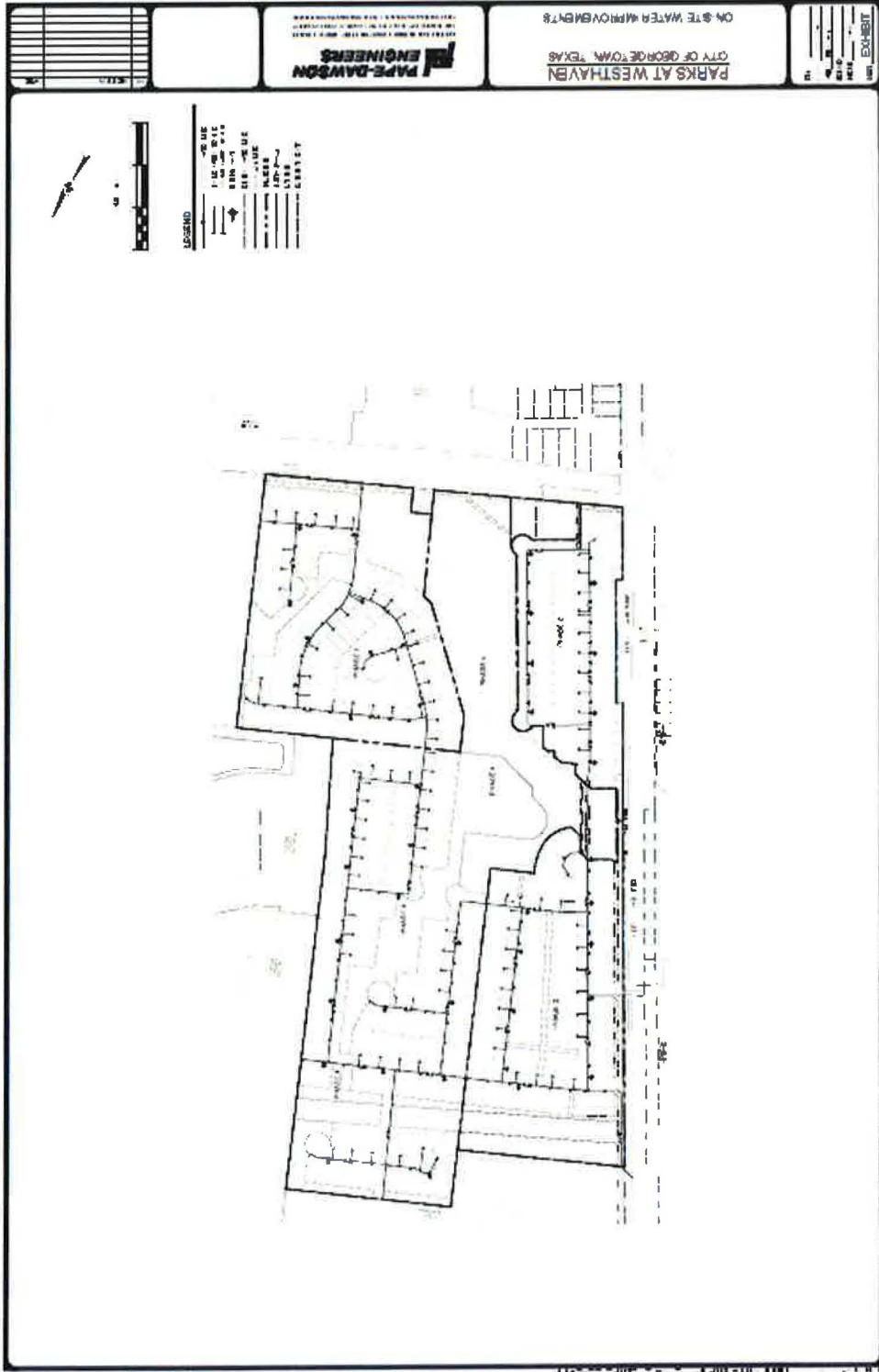
Lot Type	Units/Square Feet	Total Assessment	Maximum Assessment per Lot Type	Estimated Equivalent Tax Rate [a]
1	54	\$ 896,602.35	\$16,603.75 per Unit	\$ 0.5088
2	269	\$ 5,027,045.01	\$18,687.90 per Unit	\$ 0.5088
3	78	\$ 1,593,126.08	\$20,424.69 per Unit	\$ 0.5088
Commercial	15,943	\$ 208,226.55	\$13.06 per Building Square Foot	\$ 0.5088
Total		\$ 7,725,000.00		

[a] City PID policy caps the estimated equivalent tax rate at \$0.55 per \$100 of assessed value.

EXHIBIT I – MAP OF AUTHORIZED IMPROVEMENTS



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.



RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

EXHIBIT J - LOT TYPE CLASSIFICATION MAP



PHASE	47' x 132'	50' x 122'	DUPLEX (40' x 120' LOTS)	TOTAL
PHASE 1	10	5	0	15
PHASE 2	10	5	0	15
PHASE 3	10	5	0	15
PHASE 4	10	5	0	15
TOTAL	40	20	0	60

LAND USE SUMMARY	COVERAGE	LOTS
RESIDENTIAL (SINGLE-FAMILY)	1.00	40
RESIDENTIAL (TOWNHOME)	0.20	8
RESIDENTIAL (MULTI-FAMILY)	0.20	8
PUBLIC USE (PARK)	0.17	4
PUBLIC USE (WALKWAY)	0.17	4
TOTAL	1.74	60

PHASE	BLK	BLK	BLK	BLK	TOTAL
PHASE 1	100	100	100	100	400
PHASE 2	100	100	100	100	400
PHASE 3	100	100	100	100	400
PHASE 4	100	100	100	100	400
TOTAL	400	400	400	400	1600

RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King, Jr. St.
Georgetown, TX 78626

Re: City of Georgetown Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Georgetown is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Georgetown
Attn: [City Secretary]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Jon Snyder
P: (817) 393-0353
admin@p3-works.com

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Williamson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF GEORGETOWN, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

Notary Public, State of Texas

Exhibit B

LANDOWNER AGREEMENT

Available upon request at the City Secretary's Office and
in the Official Public Records of Williamson County.

Exhibit C

CONSTRUCTION, FINANCING, AND REIMBURSEMENT AGREEMENT

(see attached)

**PID CONSTRUCTION, FINANCING AND REIMBURSEMENT AGREEMENT
PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT**

**between
THE CITY OF GEORGETOWN
and
WESTINGHOUSE77, L.P.**

This PID Construction, Financing and Reimbursement Agreement (this "Agreement") is entered into by Westinghouse77, L.P., a Texas limited partnership (the "Developer") and the City of Georgetown, Texas (the "City"), a Texas home rule municipality, and made to be effective on the latest date accompanying the signature lines below (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

ARTICLE 1. RECITALS

1.01 WHEREAS, the Developer is a Texas limited partnership;

1.02 WHEREAS, the City is a Texas home-rule municipality;

1.03 WHEREAS, on January 26, 2021, after notice and hearing in accordance with the Act, the City Council passed and approved Resolution No. 012621-M (the "PID Creation Resolution") authorizing the creation of the PID pursuant to the Act, covering approximately 113.156 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution (the "Property"), and the PID became effective with the publication of the PID Creation Resolution in the *Williamson County SUN* on February 3, 2021;

1.04 WHEREAS, on February 9, 2021, the City Council passed and approved Resolution No. 020921-R (the "Cost Determination Resolution") determining the costs of the proposed Authorized Improvements based on the Preliminary Service and Assessment Plan, approving a proposed Assessment Roll, and directing that the proposed Assessment Roll be made available for public inspection;

1.05 WHEREAS, effective February 3, 2021, the Parties entered into that certain "Parks at Westhaven Public Improvement District Interim Acquisition and Reimbursement Agreement," (the "Interim Agreement") as authorized by Section 372.023(d)(1) of the Act;

1.06 WHEREAS, on March 23, 2021, the City Council passed and approved the Assessment Ordinance;

1.07 WHEREAS, the Assessment Ordinance approved the SAP and this Agreement;

- 1.08 WHEREAS, the SAP identifies the final Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;
- 1.09 WHEREAS, the SAP sets forth the estimated Actual Costs of the Authorized Improvements;
- 1.10 WHEREAS, the Assessed Property is being developed in phases;
- 1.11 WHEREAS, this Agreement shall apply to all phases and no additional reimbursement agreement shall be required for future phases;
- 1.12 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;
- 1.13 WHEREAS, the Assessment Ordinance levied the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll;
- 1.14 WHEREAS, Assessments, including the Annual Installments thereof, are due and payable as described in the SAP;
- 1.15 WHEREAS, Annual Installments shall be billed and collected by the City or its designee;
- 1.16 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued and outstanding, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or no PID Bonds remain outstanding;
- 1.17 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;
- 1.18 WHEREAS, the PID Project Fund shall only be used in the manner set forth in the applicable Indenture; and
- 1.19 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

ARTICLE 2. GENERAL

2.01 **Effect of Recitals.** The foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement.

2.02 **Related Documents.** All resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution, the Cost Determination Resolution, and the Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP, the Interim Agreement (but only for purposes of Section 5.04.02), and each Indenture) (collectively, the "Related Documents"), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

2.03 **Capitalized Terms.** The capitalized terms used in this Agreement shall have the meanings given to them in Article 3.

2.04 **References.** Unless otherwise defined in Article 3 or elsewhere in this Agreement: (1) all references to "Sections" shall mean Sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated into this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council.

ARTICLE 3. DEFINITIONS

3.01 "Act" means Chapter 372, Texas Local Government Code, as amended.

3.02 "Actual Costs" is defined in the SAP.

3.03 "Actual Increased Costs" is defined in Section 6.11.

3.04 "Additional Costs" is defined in Section 6.11.

3.05 "Administrator" is defined in the SAP.

3.06 "Agreement" means this document together with the SAP, Indentures, and all other Related Documents.

3.07 "Annual Collection Costs" are defined in the SAP.

3.08 "Annual Installment" is defined in the SAP.

3.09 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived. The term also includes, without limitation, the Approved Plans, the City's Code of Ordinances and Unified Development Code, and all other City or City-adopted or City-approved ordinances, resolutions, orders, codes, specifications, standards, policies, manuals, and other actions of the City pertaining to design, construction, and conditions for the City's acceptance of the Authorized Improvements for ownership and maintenance.

3.10 "Approved Plans" as to Parkland Improvements, means the final City PARD Director-approved Parkland Improvements Plans and Specifications for the Parkland Improvements, and as to all other Authorized Improvements and Owner Funded Improvements, the final City-engineer approved construction plans for same.

3.11 "Architectural Standards" means the standards attached to this Agreement as **Exhibit A**.

3.12 "Assessed Property" is defined in the SAP.

3.13 "Assessment" is defined in the SAP.

3.14 "Assessment Ordinance" is defined in the SAP.

3.15 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments, including Prepayments, Annual Installments and foreclosure proceeds.

3.16 "Assessment Roll" is defined in the SAP and included in the SAP as *Exhibit F*.

3.17 "Association Turnover Date" is defined in Section 4.06.

3.18 "Authorized Improvements" is defined in the SAP and depicted on *Exhibit C* of the SAP, and includes the Parkland Improvements.

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

3.19 "Bond Proceeds" means the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

3.20 "Certificate for Payment" means a certificate (substantially in the form of **Exhibit B** or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs of Authorized Improvements (or completed segments thereof), and requesting payment of such amount from the PID Project Fund or the PID Reimbursement Fund. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected and accepted for ownership and maintenance by the City.

3.21 "Change Order" is defined in Section 5.15.

3.22 "City" is defined in the introductory paragraph of this Agreement.

3.23 "City Council" means the governing body of the City.

3.24 "City PARD Director" means the City's Director of Parks & Recreation or his or her designee.

3.25 "City PID Policy" means the "Policy and Guidelines for Reimbursement Public Improvement Districts" adopted by the City Council on December 11, 2018.

3.26 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein. As of the Effective Date, the City Representative is the Assistant City Manager. The City Manager may change the City Representative from time to time in the City Manager's sole discretion, and shall promptly notify Developer of any such change.

3.27 "Closing Disbursement Request" means a request in the form of **Exhibit C** or as otherwise approved by the Parties.

3.28 "Commence" in reference to construction or installation of an Authorized Improvement (including, without limitation, a Parkland Improvement) begins from the time that the City has given written approval to Developer of the design for the Authorized Improvement (in its regulatory capacity), the Developer has begun actual

demolition, clearing, or excavation for the work, and work continues on a regular basis until Completion.

3.29 "Commencement Deadline" is defined in Section 4.03.01.

3.30 "Complete", "Completed" or "Completion" in reference to construction or installation of an Authorized Improvement (including, without limitation, a Parkland Improvement, except that the Parkland Improvements shall be owned by the City but maintained by the HOA pursuant to the Maintenance Agreement) and Owner Funded Improvements means or is deemed to have occurred on the date all of the following events have occurred:

3.30.01 construction of the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment are capable of being fully operational following acceptance of the improvement for use by the City or HOA, as appropriate; and

3.30.02 as to engineered improvements, the design engineer has certified in writing to the City or HOA, as appropriate, that the improvement is substantially complete; and

3.30.03 all testing and inspections by the City have been successfully conducted, all final approvals required for use, operation and maintenance from the City have been obtained, and the City has accepted the improvement for use, operation and maintenance; and

3.30.04 the improvement can be used for its intended purposes and only punch list items that do not adversely affect the capability of the improvement to operate and function safely in the ordinary course of business remain to be completed, and those items are reasonably expected to be completed within the next thirty (30) calendar days or (for items such as revegetation) fiscal is posted with the City for such remaining items.

3.31 "Completion Deadline" is defined in Section 4.03.02.

3.32 "Cost Determination Resolution" is defined in Section 1.04.

3.33 "Cost Overrun" is defined in Section 5.03.

3.34 "Cost Underrun" is defined in Section 5.14.

3.35 "Default" is defined in Section 6.08.01.

- 3.36 "Delinquent Collection Costs" is defined in the SAP.
- 3.37 "Developer" is defined in the introductory paragraph of this Agreement.
- 3.38 "Developer Advances" means advances made by the Developer to pay Actual Costs.
- 3.39 "Developer Continuing Disclosure Agreement" means any Continuing Disclosure Agreement of Developer executed contemporaneously with the sale of PID Bonds.
- 3.40 "Effective Date" is defined in the introductory paragraph of this Agreement.
- 3.41 "Estimated Additional Costs" is defined in the Section 6.11.
- 3.42 "Estimated Buildout Value" is defined in the SAP.
- 3.43 "Failure" is defined in Section 6.08.01.
- 3.44 "HOA" means Westhaven Residential Community, Inc., a Texas non-profit corporation.
- 3.45 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.
- 3.46 "Interim Agreement" is defined in Section 1.05.
- 3.47 "Lot" or "Lot Type" is defined in the SAP.
- 3.48 "Maintenance Agreement" means the agreement attached to this Agreement as **Exhibit D** pertaining to maintenance of the Parkland.
- 3.49 "Maintenance Bond" is defined in Section 4.03.05.
- 3.50 "Maintenance Period" is defined in Section 4.03.04.
- 3.51 "Maturity Date" is the date one year after the last Annual Installment is collected.
- 3.52 "Minimum Value to Lien Ratio" means the estimated taxable assessed value of the final subdivided Lots in the PID as of the date of Developer's request for PID Bond issuance is at least four times greater than the dollar amount of the Assessment (i.e., the estimated assessed value to lien ratio is 4:1), taking into account all PID Bonds that would be outstanding after the issuance of the PID Bonds that are the subject of a Bond Issuance Request. In determining the estimated taxable assessed value of the property within PID for purposes of calculating the Minimum Value to Lien Ratio, the Developer may use: (i)

the sale price (as evidenced by executed real estate contracts provided to the City) of property within PID that has been sold and for which development on that property has begun; (ii) the sale price (as evidenced by executed real estate contracts provided to the City) of property within the PID which has been sold but for which development has not begun; (iii) the Williamson Central Appraisal District's value of property within PID established by the last tax statement sent by the Williamson County Tax Assessor; (iv) the appraisal of each Assessed Property performed in accordance with the requirements of this Agreement or (v) any combination of (i) through (iv) without duplication. The City in its sole discretion may require such values to be supported by an appraisal of the applicable Parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by the Developer.

3.53 "Non-Benefited Property" is defined in the SAP.

3.54 "Open Space" means those areas designated and/or shown on the Site Layout Plan attached as **Exhibit E** to this Agreement labeled or marked as "PVT OSL and DE" (Private Open Space Lots and Drainage Easements) as well as all other common areas within the PID, consisting of approximately 17.56 acres, including any improvements or appurtenances thereon.

3.55 "Owner Funded Improvements" is defined in the SAP.

3.56 "Parcel" is defined in the SAP.

3.57 "Parkland" means those areas designated and/or shown on the Site Layout Plan attached as **Exhibit E** to this Agreement labeled or marked as "Public OSL and DE" (Public Open Space Lots and Drainage Easements), consisting of approximately 16.24 acres.

3.58 "Parkland Improvements" means, collectively, those of the Authorized Improvements identified as "Parkland" in Section III of the SAP and as shown on *Exhibit C* of the SAP, and further described on the attached **Exhibit F**.

3.59 "Parkland Improvements Plans and Specifications" is defined in Section 4.03.03.

3.60 "Party" and "Parties" are defined in the introductory paragraph of this Agreement.

3.61 "PID" is defined as the Parks at Westhaven Public Improvement District, created by the PID Creation Resolution.

3.62 "PID Bonds" is defined in the SAP.

3.63 "PID Bond Ordinance" means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of such ordinance or the Indenture related to the PID Bonds.

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

3.65 "PID Creation Resolution" is defined in Section 1.03.

3.66 "PID Pledged Revenue Fund" means the fund, including all accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue from the collection of Assessments, including Annual Installments thereof, securing PID Bonds issued and still outstanding under such Indenture.

3.67 "PID Project Fund" means the fund, including any accounts created within such fund, established by the City under an Indenture (and segregated from all other funds of the City) into which the City deposits a portion of the Bond Proceeds and any other funds authorized or required by such Indenture.

3.68 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

3.69 "Prepayment" is defined in the SAP.

3.70 "Property" is defined in Section 1.03.

3.71 "QTEO" is defined in the Section 6.11.

3.72 "Related Documents" is defined in Section 2.02.

3.73 "Reimbursement Agreement Balance" is defined in Section 5.04.

3.74 "SAP" means the Parks at Westhaven Public Improvement District Service and Assessment Plan approved by the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

3.75 "Site Layout Plan" means the plan attached to this Agreement as **Exhibit E**.

3.76 "Tax Certificate" is defined in Section 6.07.02.

3.77 "Transfer" and "Transferee" are defined in Section 6.10.

ARTICLE 4. DEVELOPER OBLIGATIONS

4.01 **Obligation to Fund and Complete Owner Funded Improvements.** Developer shall Complete, or cause to be Completed, the Owner Funded Improvements at no cost to the City in accordance with the Applicable Laws and this Agreement. By its signature on this Agreement, Developer certifies that it has sufficient funds to complete the Owner Funded Improvements and agrees to maintain sufficient funds for such purpose in the form of: (i) loan funds, (ii) funds available pursuant to a letter of credit, (iii) available cash, or (iv) any combination of (i) – (iii) as required by the City. Developer further agrees that, if requested by the City, Developer shall provide evidence of same to the City.

4.02 **Obligation to Complete Authorized Improvements.** Developer shall Complete, or cause to be Completed, the Authorized Improvements at no cost to the City in accordance with the Applicable Laws and this Agreement.

4.03 **Additional Obligations Regarding Parkland Improvements.** The following provisions shall apply to the Parkland Improvements:

4.03.01 **Commencement Deadline:** Developer shall Commence Construction or installation, or cause Commencement of Construction or installation to occur, of the Parkland Improvements not later than (a) the date that the City issues the equivalent of 200 residential building permits (calculated as 1 building permit per single-family detached residence, and 2 building permits per duplex residence) in the District, or (b) April 1, 2023, which ever shall first occur (the "**Commencement Deadline**").

4.03.02 **Completion Deadline:** Developer shall Complete construction or installation, or cause Completion of construction or installation to occur, of the Parkland Improvements not later than the date that is one (1) year after the Commencement Deadline (the "**Completion Deadline**"). The Parkland Improvements may be constructed simultaneously with each other or successively, *provided that* final Completion of all of the Parkland Improvements

by the Developer and acceptance of same by the City must occur not later than the Completion Deadline, subject, however, to force majeure and delays caused by the City or other governmental authorities with jurisdiction that are beyond Developer's control.

4.03.03 **Parkland Improvements Plans and Specifications.** Not later than six (6) months before the Commencement Deadline, and prior to submitting a Site Development Plan (as that term is defined in the City's Unified Development Code), Developer shall submit detailed plans and specifications for the Parkland Improvements to the City PARD Director (collectively, the "**Parkland Improvements Plan and Specifications**"). The Parkland Improvement Plans and Specifications shall include, for each Parkland Improvement, the following information: a detailed description, purpose, size, location, construction/installation schedule, plans, specifications, construction documents, the estimated cost of constructing each Parkland Improvement as determined by a professional engineer, and, if necessary, alternate access options for visitors to the Parkland during construction of a Parkland Improvement. Within thirty (30) calendar days after receipt of the Parkland Improvement Plans and Specifications, the City PARD Director shall respond to Developer by either approving the Parkland Improvement Plans and Specifications (which, on approval, will become an Approved Plan for the Parkland Improvement) or disapproving the Parkland Improvement Plans and Specifications (which disapproval shall be accompanied by a written explanation specifying the basis for such disapproval) and allowing Developer up to fifteen (15) calendar days to revise the Parkland Improvement Plans and Specifications to address the City's comments. Failure of the City PARD Director to respond to the submittal of the Parkland Improvements Description within the 30-day period shall not be deemed to be acceptance of same by the City PARD Director or the City. The City's review of and the Developer's response to the Parkland Improvement Plans and Specifications within the timeframes stated above shall repeat until the City approves the Parkland Improvement Plans and Specifications.

4.03.04 **Warranty.** Developer hereby warrants that each Parkland Improvement will be free from defects for a period of one (1) year from the date of its Completion (the "**Maintenance Period**"). The Developer shall correct and repair, or cause to be corrected and repaired, any defects in materials or workmanship of a Parkland Improvement that occurs before and during the Maintenance Period; provided, however, that Developer shall not be responsible for any damage, defect or repair caused by the negligence or willful misconduct of the City, City PARD Director, or any of their respective employees, contractors,

agents, representatives, licensees, successors or assigns. Developer shall, upon completion and acceptance of each Parkland Improvement, assign to the City, without further recourse against Developer, all warranties that Developer may have received with respect to the Parkland Improvement. All transfers of Parkland Improvements to the City under this Agreement shall include transfers of warranties, bonds, and guarantees associated with the Parkland Improvement.

4.03.05 **Maintenance Bond.** To secure the Developer's warranty obligations during the Maintenance Period, the Developer shall provide a Maintenance Bond in the amount of Twenty Five Percent (25%) of the total cost of constructing each Parkland Improvement, or Twenty Five Percent (25%) of the total cost of constructing all Parkland Improvements (the "**Maintenance Bond**"). The Maintenance Bond must be in a form approved for use in the City's Development Manual. The Parkland Improvements must meet the Approved Plans at the end of the Maintenance Period for the City to release the Maintenance Bond.

4.03.06 **Minimum Expenditure.** Developer and City agree that if Developer's Actual Cost for constructing the Parkland Improvements is at least ONE MILLION FOUR HUNDRED ONE THOUSAND DOLLARS (\$1,401,000.00), Developer will satisfy the requirements in Chapter 13.08 of the City's Unified Development Code pertaining to parkland requirements.

4.04 **Parkland Conveyance.** Developer will convey the Parkland to the City, at no cost to the City, not later than thirty (30) days after the Completion Deadline, solely for use as public parkland. The conveyance of the Parkland to the City must be by special warranty deed restricting the Parkland to public park use, free of all liens and encumbrances except the City Attorney-approved exceptions applicable to the Parkland, and accompanied by a title commitment having only those standard pre-printed exceptions that are part of the promulgated form of Texas title insurance policies, plus any City Attorney-approved exceptions applicable to the Parkland. Developer will pay the cost of a title insurance policy consistent with such a title commitment reflecting the then-current fair market value for the Parkland as well as the costs of recording and preparation of conveyance documents. The City shall not have any responsibility for ownership or maintenance of the Parkland; instead such maintenance will be by the HOA.

4.05 **Open Space.** Developer shall convey the Open Space to the HOA. The City shall not have any responsibility for ownership or maintenance of the Open Space; instead such maintenance will be by the HOA.

4.06 **HOA Required.** The Property will be incorporated into the existing HOA not later than thirty (30) days after the date that the first final plat for any portion of the land in

the PID is recorded in the Official Public Records of Williamson County, Texas. The HOA, through its conditions and restrictions filed of record in the Official Public Records of Williamson County, Texas, shall be required to fix and collect, or cause to be fixed and collected, from owners annual fees and charges in amounts calculated for maintenance of the Parkland, Parkland Improvements and Open Space, including without limitation, landscaping and irrigation of the Parkland and Open Space, raised medians and other right-of-way landscaping, detention improvements and areas, drainage improvements and easement areas, screening, lawns, and any other improvements or appurtenances located in the Parkland or Open Space that are sufficient to produce the amount necessary to maintain, repair, replace and perform all work required under the Maintenance Agreement. Before the HOA Turnover Date (defined below) Developer and the HOA shall be jointly and severally responsible for ensuring that the HOA fees and charges are determined and collected in accordance with Applicable Laws; provided however, that before the HOA Turnover Date and after providing at least fifteen (15) days prior written notice to the City, Developer may assign its obligations under this Section to Continental Homes of Texas, Inc., a Texas corporation. On and after the HOA Turnover Date, (a) Developer shall be released from all obligations and liabilities under this Section, and (b) the HOA shall, in writing, assume all of the Developer's obligations under this section. As used herein, the "Association Turnover Date" means the date as determined under Texas Property Code Section 209.00591 (as in effect at such time), that Developer shall be required to include owners of Lots on the board of directors of the Association. As of the Effective Date, the Texas Property Code defines such date to be "the 120th day after the date 75 percent of the lots that may be created and made subject to the declaration are conveyed to owners other than a declarant or a builder in the business of constructing homes who purchased the lots from the declarant for the purpose of selling completed homes built on the lots," but such date shall not be later than "the 10th anniversary of the date the declaration was recorded." Notwithstanding the foregoing, the Association Turnover Date shall not be before Developer Completes or causes Completion of construction of the Authorized Improvements and the Authorized Improvements have been accepted for ownership and maintenance by the entity responsible for same.

4.07 Parkland Maintenance Agreement. Simultaneously with the execution of this Agreement by a duly authorized representative of Developer, Developer shall also execute the Maintenance Agreement in the form attached to this Agreement as **Exhibit D**. At its first meeting after the Effective Date, Developer shall also cause a duly authorized representative of the HOA to sign the Maintenance Agreement on behalf of the HOA. Until the HOA has collected at least FIFTY THOUSAND DOLLARS (\$50,000.00) in fees, the Developer and the HOA shall be jointly and severally liable to the City for compliance with said Maintenance Agreement.

4.08 **Architectural Standards.** The Architectural Standards attached as **Exhibit A** to this Agreement shall apply to all single family residential structures within the PID. Developer shall cause such standards to be incorporated into covenants, conditions and restrictions applicable to all Parcel owners in the PID, and shall record same in the official public records of Williamson County, Texas. In addition, Developer shall submit, or cause to be submitted, a Certificate of Architectural Standards Compliance Certificate in the form attached to this Agreement as **Exhibit A** with all requests for final inspection of a single-family residential structure within the PID, containing certification by the Developer and home-builder that the single-family residence has been constructed in compliance with the Architectural Standards. No certificate of occupancy will be issued by the City unless and until the Certificate of Architectural Standards Compliance has been submitted to the City and the City's inspector has performed a final inspection confirming same.

4.09 **Compliance with Applicable Laws.** Development of the land within the PID must comply with applicable state and federal laws, rules, and regulations, and with the City's Code of Ordinances, Unified Development Code, and this Agreement, but in the event of conflict, this Agreement shall control.

4.10 **Indemnity.** DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S CONTRACTORS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S CONTRACTORS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS

INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S CONTRACTORS CONSTRUCTION ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS SECTION. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF APPROVED IN WRITING IN ADVANCE BY THE CITY COUNCIL, DEVELOPER SHALL BE FULLY AND FINALLY RELEASED OF ITS INDEMNITY OBLIGATIONS UNDER THIS SECTION UPON ASSIGNMENT OF ALL, BUT NOT PART, OF ITS RIGHTS UNDER THIS AGREEMENT, AND UNDER THAT CIRCUMSTANCE THE CITY SHALL LOOK SOLELY TO THE DEVELOPER'S SUCCESSORS OR ASSIGNS OF RECORD (WHETHER ONE OR MORE) FOR INDEMNIFICATION.

ARTICLE 5. FUNDING AUTHORIZED IMPROVEMENTS

5.01 **Fund Deposits.** Until PID Bonds are issued, the City shall bill, collect, and deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including Prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and deposit all Assessment Revenue in the manner set forth in the applicable Indenture. Upon the issuance of PID Bonds, the Developer shall deposit any funds required by the Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for

so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable, and subject to any necessary action required by the City Council, any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including without limitation diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to pay any delinquent Assessment or purchase or make payment for the purchase of the corresponding Assessed Property.

5.02 Maximum Annual Assessment. The annual assessment to Parcel owners within the PID shall be no more than the equivalent of a \$0.55 per \$100 tax rate on the Estimated Buildout Value of the Parcel or Lot Type as provided for in the SAP.

5.03 Payment of Actual Costs and PID Administration Costs. The Developer shall make Developer Advances to pay Actual Costs and, prior to PID Bond issuance, to reimburse the City for the City's costs incurred prior to PID Bond issuance in the establishment, administration, and operation of the PID (including but not limited to attorney fees, financial advisory fees, consultant fees, publication costs, and another cost or expense directly associated with the establishment, administration, and operation of the PID). The Developer shall also make Developer Advances to pay for any cost overrun ("Cost Overrun") after applying cost savings. The Developer acknowledges and agrees that the lack of Bond Proceeds in the PID Project Fund and/or Assessment Revenues deposited to the PID Reimbursement Fund shall not diminish the Developer's obligations under this Agreement to construct or cause to be constructed the Authorized Improvements. The Developer agrees to pay the Actual Costs of the Authorized Improvements set forth in the SAP, and agrees to maintain sufficient funds for such purpose in the form of: (i) loan funds, (ii) funds available pursuant to a letter of credit, (iii) available cash, or (iv) any combination of (i) – (iii) as reasonably required by the City.

5.04 Payment of Reimbursement Agreement Balance.

5.04.01 The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, an aggregate principal amount not to exceed SEVEN MILLION SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$7,725,000) or so much thereof as from time to time remains outstanding (such outstanding amount of all City-approved Certificates for Payment, together with accrued interest as hereinafter described, is referred to collectively as the "Reimbursement Agreement Balance"), with the amount for each payment request being shown on each Certificate for Payment

(which amounts include only Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the lesser rate of: (i) two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index reported in the month before the date of determination (which is the date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid), or (ii) if PID Bonds are issued, the same interest rate on such PID Bonds. For purposes of Sections 372.023(e)(1) and (e)(2) of the Act, the interest rate on any portion of the Reimbursement Agreement Balance not to be paid from the proceeds of PID Bonds shall be calculated for each Certificate of Payment using the date that the Certificate of Payment is approved by the City as the date that the obligation to pay the Certificate for Payment is incurred. The City shall have no obligation to approve a Certificate for Payment for which any of the conditions to payment (described therein as the Developer's representations and warranties) have not been met. If any portion of the Reimbursement Agreement Balance remains unpaid after the City has elected to sell PID Bonds for the purpose of paying a portion of the Reimbursement Agreement Balance, the interest rate paid to the Developer on such unpaid Reimbursement Agreement Balance shall be at the rates set forth in this Section 5.04. The method for determining the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph has been approved by the City Council and is authorized by and complies with the Act, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the Act. The obligation of the City to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from net proceeds from the sale of the PID Bonds deposited in the PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be in accordance with this Agreement and shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund since the last payment. All payments from net proceeds from the sale of PID Bonds deposited in the PID Project Fund shall be made in accordance with the applicable Indenture. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the

disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

5.04.02 This Agreement supersedes the Interim Agreement and the Interim Agreement is no longer of any force or effect as of the Effective Date of this Agreement; provided however all rights and obligations of the Parties under the Interim Agreement are hereby preserved and transferred so as to be a part of this Agreement for all purposes.

5.05 **Issuance of PID Bonds.** The City, in its sole, legislative discretion, may issue PID Bonds in accordance with the standards set forth in this Agreement and in the City PID Policy, in one or more series, when and if the City Council determines that the requirements in this Agreement and the City PID Policy have been met by Developer or can be met at the time of issuance of the PID Bonds, including but not limited to the following: (i) the statutory requirements set forth in the Act have been satisfied; (ii) the City shall receive at the time of issuance an opinion of bond counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; (iii) the City shall receive the approving opinion of the Attorney General of the State of Texas as required by the Act; (iv) the Minimum Value to Lien Ratio is met (regarding which, the City in its sole discretion may require such values to be supported by an appraisal of the applicable parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by the Developer) and (v) it is financially feasible for the City to issue PID Bonds for the purposes of paying the Reimbursement Agreement Balance. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 5.04 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

The City shall use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein, the PID Policy and State law, to commence

the documentation for and the issuance of PID Bonds within four to six months after receiving a Bond Issuance Request from Developer. The City will consider the adoption of a PID Bond Ordinance, subject to meeting the requirements and conditions stated in this Agreement, the PID Policy and State law, to reimburse the Developer for Actual Costs of those Authorized Improvements that are Complete at the time of the PID Bond issue less any amounts already reimbursed to Developer pursuant to this Agreement.

5.06 Denomination, Maturity, Interest, and Security for PID Bonds.

5.06.01 The PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

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

5.07 Sale of PID Bonds.

5.07.01 Once approved for issuance, the PID Bonds shall be issued by the City and shall be marketed and sold as determined by the City with the cooperation and assistance of the Developer in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements. The Developer agrees to provide such financial information as may be necessary for the issuance of the PID Bonds to comply with applicable securities laws and the provisions of Securities and Exchange Rule 15c2-12.

5.07.02 The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the reimbursements for the Actual Costs of the Authorized Improvements; (ii) required reserves and capitalized interest (if any) during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question; (iii) the Reserve Fund and the Administrative Fund (as defined in the Indenture); and (iv) any costs of issuance for the PID Bonds.

5.07.03 The final maturity for each series of PID Bonds shall occur no later than twenty-five (25) years from the issuance date of said PID Bonds.

5.07.04 Any PID Bonds issued must include a Reserve Fund (as defined in the Indenture) funded from proceeds of such PID Bonds at the time of issuance. Refunding PID Bonds may satisfy this requirement in cases where an existing Reserve Fund is transferred to the refunding PID Bonds. All PID Bond Reserve Funds at the time of issuance shall be in an amount equal to the lesser of: (i) the maximum annual debt service on the PID Bonds; (ii) 10% of the PID Bond proceeds; or (iii) 125% of the average annual debt service on the PID Bonds.

5.07.05 The maximum aggregate par amount of all PID Bonds shall not exceed SEVEN MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$7,725,000).

5.07.06 The City will (i) select the underwriter(s) for each series of PID Bonds; (ii) determine credit criteria; (iii) investor suitability; (iv) structure of each series of such bonds; and (v) the continuing disclosure requirements for each series of such bonds, each with input from the Developer, but in every instance the City shall make the final decision regarding all terms and matters related to the issuance and sale of PID Bonds

5.07.07 Prior to the issuance of PID Bonds, Developer must be current on all taxes, Assessments, fees and not in default under this Agreement or any other agreement with the City, including information required from Developer for timely disclosures as required by any applicable continuing disclosure agreement.

5.08 Disbursements and Transfers.

5.08.01 The City and the Developer agree that, prior to PID Bond issuance, and upon the presentation of evidence satisfactory to the City Representative, the City will pay from the Reimbursement Fund, approved amounts from the appropriate account to the City or the Developer, as applicable, which costs may include payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer or the City. In order to receive disbursement, the Developer shall execute a Certificate of Payment Request to be delivered to the City no more often than once per calendar month.

5.08.02 The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City

Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the City or the Developer, as applicable, which costs may include payment for costs of issuance of PID Bonds and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no fewer than fifteen (15) calendar days prior to the scheduled pricing date for the PID Bonds for payment in accordance with the provisions of the applicable Indenture.

5.08.03 In order to receive disbursements for Actual Costs of Authorized Improvements from the applicable fund under this Agreement and applicable Indenture, the Developer shall execute a Certificate for Payment, no more frequently than once per calendar month, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, that the Authorized Improvement (or such segment thereof) has been inspected by the City and accepted by the City for ownership, operation, and maintenance, and to verify and approve the Actual Costs of such work specified in such certificate. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment.

5.08.04 The Developer agrees to cooperate with the City in conducting each such review required to be made for the approval of a Certificate for Payment; and the Developer agrees to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review.

5.08.05 The Developer further agrees that sales tax will not be approved for payment under a Certificate for Payment.

5.08.06 Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (1) approve such certificate and, if PID Bonds have been issued, forward it to the trustee under the applicable Indenture for payment, or (2) provide the Developer with written notification of disapproval of

all or part of such certificate, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 5.04 herein. If PID Bonds have been issued, the City shall promptly deliver the approved or partially approved Certificate for Payment to the trustee under the applicable Indenture for payment, and such trustee shall make the disbursements as quickly as practicable thereafter.

5.08.07 If proceeds from PID Bonds are still available after all the Authorized Improvements are Complete and accepted by the City, and Developer has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Authorized Improvements within the PID for which reimbursements are not being received by the Developer from other public sources.

5.09 **Obligations Limited.** The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City Council, no other City funds, revenues, taxes, property, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

5.10 **Obligation to Pay.** Subject to the provisions of Section 5.04 and 5.09, if the Developer is (1) current on payment of all taxes, assessments and fees owed to the City, and (2) in then-current compliance with its obligations under (a) this Agreement, and (b) all Developer Continuing Disclosure Agreements (if PID Bonds are issued and remain outstanding); then, following the inspection and final acceptance by the City of the applicable Authorized Improvement (or segment thereof) for ownership, operation, and maintenance by the City of an Authorized Improvement (or segment thereof) for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Certificate for Payment or Closing Disbursement Request and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture.

5.11 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and all Applicable Laws. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with all Applicable Laws, and generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City codes, City regulations, and generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance by the City of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

5.12 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance by the City of the applicable Authorized Improvements for ownership, operation, and maintenance. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, meeting at least the City's minimum acceptable rating established under the City's financial institution rating system then in effect, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the

event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

5.13 Ownership and Conveyance of Authorized Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least twenty (20) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a lien or encumbrance, or any other a matter which, in the sole judgment of the City, would materially affect the City's ownership, use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the satisfaction of the City.

5.14 Remaining Funds After Completion of an Authorized Improvement. Upon the entering into of final construction contracts for an Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the budgeted cost as shown in *Exhibit _* to the SAP, as the same may be updated by the City, (a "Cost Underrun"), any remaining budgeted cost will be available to pay Cost Overruns on any other Authorized Improvement. Additionally, upon the final completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, any Cost Underrun will be available to pay Cost Overruns on any other Authorized Improvement. A City Representative shall promptly confirm to the Administrator (as defined in the SAP) that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement and may be added to the amount approved for payment in any Certificate for Payment, as mutually agreed to by the Developer, the Administrator and the City Representative.

5.15 Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "Change Orders") required for the construction of an Authorized Improvement. The Developer or its contractors may approve and implement any Change Orders even if such Change Order would increase the Actual Cost of an Authorized Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such Change

Orders except to the extent amounts are available pursuant to Section 5.14. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved by the City as Approved Plans, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the Change Order.

ARTICLE 6. ADDITIONAL PROVISIONS

6.01 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

6.02 **No Competitive Bidding.** Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City shall have the right to examine the contractor selected by the Developer prior to executing a construction contract with the contractor.

6.03 **Independent Contractor.** In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

6.04 **Audit.** The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements or after the expenditure of all Bond Proceeds, whichever is later, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

6.05 **Developer's Right to Protest Ad Valorem Taxes.** Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The

Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

6.06 PID Administration and Collection of Assessments. If the City designates an Administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer upon request with a copy of the agreement between the City and the Administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes. During the term of this Agreement, the City shall notify the Developer of any change of Administrator or third-party collection of the Assessments.

6.07 Representations and Warranties.

6.07.01 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) any information provided by the Developer for inclusion in a disclosure document for an issue of PID Bonds 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 made therein, in light of the circumstances under which they were made, not misleading; (4) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (5) this Agreement is binding upon the Developer in accordance with its terms; and (6) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

6.07.02 If in connection with the issuance of PID Bonds the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer represents that such facts and estimates will be based on its reasonable

expectations on the date of issuance of the PID Bonds and will be, to the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of any proceeds from the sale of PID Bonds (including, but not limited to, the use of the Authorized Improvements), the Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

6.07.03 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

6.08 **Default/Remedies.**

6.08.01 If either Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this Section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) business days after receipt of written notice of the alleged Failure from the other Party within which to cure the Failure. If a Failure is non-monetary, the non-performing Party shall have thirty (30) calendar days after receipt of written notice from the other Party within which to cure the Failure; provided however, that the cure period for a non-monetary Failure may be extended as allowed under Section 6.08.05.

6.08.02 If the Developer is in Default, the City shall have available all remedies at law or in equity; including, without limitation, the right to withhold payments to Developer under this Agreement. In addition, if the Developer attempts to transfer its interests in this Agreement in violation of Section 6.10, the City, in its sole discretion, shall have the right to terminate this Agreement.

6.08.03 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

6.08.04 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

6.08.05 If the performance of a non-monetary covenant or obligation to be performed hereunder by any Party (i.e., not including a covenant or obligation to pay money) is delayed as a result of circumstances which are beyond the control of such Party (which circumstances may include, without limitation, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("Force Majeure"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than three (3) calendar days after the claiming Party becomes aware of the same, unless prevented by such Force Majeure event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of time for performance contained in this Section.

6.09 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The City shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under

other agreements, use regulations, or subdivision requirements relating to the development of property within the PID.

6.10 **Transfers.** The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the payments contemplated hereunder being pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

6.11 **Qualified Tax-Exempt Status.** In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section 6.11 if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("OTEO") as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section 6.11 into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than August 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

In the event the City issues PID Bonds prior to the issuance of City Obligations, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) calendar days prior to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), and the City shall provide a written invoice to the Developer. Unless otherwise agreed to in writing by the City, the Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice and (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations (the "Estimated Additional City Obligation Costs"), and the City shall provide a written invoice to the Developer. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least ten (10) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual

Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be reimbursed for any Developer Advances until such payment is made in full.

To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the proportion set forth in the next paragraph, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

The City shall charge Additional Costs attributable to any other developer or owner on whose behalf the City has issued debt in the same manner as described in this Section 6.11, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total Bond Proceeds from any debt issued on behalf of the Developer in such calendar year by the total Bond Proceeds from any debt issued by the City for the benefit of all owners or developers (including the Developer) in such calendar year.

If in any calendar year the City issues City Obligations or PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, then no Additional Costs shall be due from the Developer in connection with such PID Bonds. The Additional Costs incurred with respect to such PID Bonds shall

be allocated as described above, and if any Additional Costs had already been paid by the Developer to the City for such calendar year, then such excess of Additional Costs shall be reimbursed to the Developer within five (5) business days of the issuance of such City Obligations or PID Bonds, as applicable.

Notwithstanding any provision in this Section 6.11 to the contrary, the Parties recognize and agree that the provisions of this Section 6.11 are intended to compensate the City in the event the issuance of PID Bonds prevents the City from issuing other obligations as QTEO and the City may, in its sole discretion, waive the applicability of this Section 6.11 in any calendar year and such waiver does not impact the applicability of this Section 6.11 in future calendar years.

6.12 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, if and to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

6.13 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Williamson County, Texas.

6.14 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:

City of Georgetown
P.O. Box 409
Georgetown, Texas 78627
or
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager

With a copy to: City of Georgetown
P.O. Box 409
Georgetown, Texas 78627
Attn: City Attorney
or
809 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Attorney

To the Developer: Westinghouse 77, LP
c/o Packsaddle Real Estate Partners, LLC
12909 Dessau Road
Austin Texas 78754
Attn: Scott Rempe

With a copy to: Metcalfe Wolff Stuart & Williams LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley J. Williams

Any Party may change its address by delivering notice of the change in accordance with this Section.

6.15 **Conflicts; Amendment.** In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound: (1) first, the provisions and intent of any applicable Indenture shall control, and (2) second, the provisions and intent of this Agreement shall control subject only to the terms of any applicable Indenture. This Agreement may only be amended by written agreement of the Parties.

6.16 **Severability.** If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

6.17 **Non-Waiver.** The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.18 **Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

6.19 **Counterparts.** This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

6.20 **Iran, Sudan, and Foreign Terrorist Organizations.** The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

6.21 **No Boycott of Israel.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that

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

6.22 Texas Ethics Commission Form 1295 Certificate of Interested Parties. The Developer hereby verifies that it has submitted a disclosure of interested parties to the City pursuant to the requirements of Section 2252.908, Texas Government Code and Chapter 46 of the rules of the Texas Ethics Commission.

6.23 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the taxes abated herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.24 Sales and Use Tax Exemption. The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

Upon request of the Developer, and to the extent provided by law, the City will provide such certifications to the Developer and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

The City and the Developer shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

6.25 Homebuyer Disclosure Program. Developer shall implement and comply with the Homebuyer Disclosure Program attached hereto as Exhibit G.

6.26 Exhibit List. The following exhibits are made part of this Agreement for all purposes as if set forth in full:

Exhibit A	Residential Architectural Standards / Certificate of Architectural Standards Compliance
Exhibit B	Certificate for Payment

Exhibit C	Closing Reimbursement Request
Exhibit D	Maintenance Agreement
Exhibit E	Site Layout Plan
Exhibit F	Parkland Improvements
Exhibit G	HomeBuyer Disclosure Program

[Execution pages follow.]

CITY:
CITY OF GEORGETOWN, TEXAS

By: [Signature]
Josh Schroeder, Mayor

ATTEST:

By: [Signature]
Robyn Densmore, City Secretary

APPROVED AS TO FORM:
By: [Signature]
Skye Masson, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS PID Construction, Financing and Reimbursement Agreement for the Parks at Westhaver Public Improvement District is acknowledged before me on this the 23rd day of March, 2021, by Josh Schroeder, Mayor of the City of Georgetown, Texas, on behalf of the City of Georgetown, Texas.

[Signature]
Notary Public, State of Texas



DEVELOPER:

WESTINGHOUSE77, LP., a Texas limited partnership

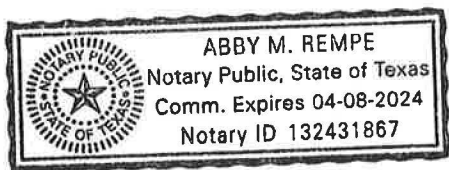
By: Packsaddle Real Estate Partners, LLC, a Texas limited liability company, its General Partner

By: 

Scott Rempe, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS PID Construction, Financing and Reimbursement Agreement for the Parks at Westhaven Public Improvement District is acknowledged before me on this the 22nd day of MARCH, 2021, by Scott Rempe, Manager of Packsaddle Real Estate Partners, LLC, General Partner of Westinghouse 77, LP, on behalf of Westinghouse 77, LP.





Notary Public, State of Texas

EXHIBIT A
Residential Architectural Standards
and
Form of Certificate for Residential Architectural Standards Compliance

EXHIBIT A



Packsaddle Partners
Real Estate Developers & Consultants

THE PARKS AT WESTHAVEN - PID ARCHITECTURAL STANDARDS

Architectural Standards for Single Family Residential:

A) Exterior Material Treatment

- o At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);
- o The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;
- o Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).

B) Front Elevation Features *At least a minimum of two (2) of the following design options shall be incorporated into front elevations and included on the architectural plans submitted for building permits:*

- o Covered front porch or patio with a minimum size of sixty (60) square feet;
- o A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;
- o Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- o Shed roof or trellis (at least 18" deep) above the garage door;
- o A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;
- o Two (2) or more masonry finishes to compliment the architectural style of the home;
or
- o The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.

* Roof overhang or 18" permitted within side setback.



INSTRUCTIONS: Builder to complete and submit to the City of Georgetown, Texas:
Initial Submittal - with application for Building Permit.
Resubmittal - with application for Certificate of Occupancy.

THE PARKS AT WESTHAVEN PID
Certificate of Compliance - Residential Architectural Standards

PART A: RESIDENCE ADDRESS – to be completed by Builder Representative

Lot ____ Block ____ Phase ____ Street Address: _____

I, _____ [printed name of authorized Builder Representative making the representations and certifications] ("Builder Representative"), being an authorized agent of _____ [Builder company name] ("Builder"), hereby certify that the residential structure located at the address shown above has been constructed by Builder in compliance with the Parks at Westhaven PID Architectural Standards as set forth in that certain PID Construction, Financing, and Reimbursement Agreement between Westinghouse77, LP, a Texas Limited Partnership, and the City of Georgetown, Texas, dated to be effective on _____, 2021 and recorded in the Official Public Records of Williamson County, Texas as Document No. _____.

PART B: COMPLIANCE CHECKLIST – to be completed by Builder Representative

IMPORTANT:

- The following Compliance Checklist must bear the signature of the Builder Representative for each element listed. Submittal of an incomplete Compliance Checklist will result in denial of issuance of a Building Permit, request for Final Inspection, and/or request for issuance of a Certificate of Occupancy.
- Signature of the Builder Representative shall constitute a representation, warranty and certification by the Builder Representative that the residence is, or will be on construction, in compliance with the corresponding element on the Compliance Checklist.
- The City will not issue a Building Permit, schedule a Final Inspection, and/or issue a Certificate of Occupancy unless the City confirms that the residence is in compliance with all elements on the Compliance Checklist.

EXHIBIT A



THE PARKS AT WESTHAVEN PID
Compliance Checklist for Residential Architectural Standards

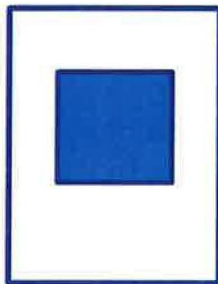
Lot ____ Block ____ Phase ____ Street Address: _____

PART B1: COMPLIANCE CHECKLIST – EXTERIOR MATERIALS *

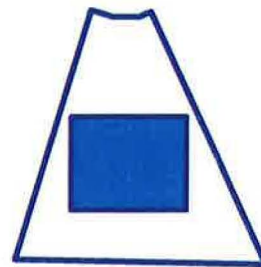
Exterior Material Treatment	Builder Representative Signature
At least 85% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);	
The side and rear elevations not facing a public right-of-way shall consist of at least 50% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;	
Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 85% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).	

*SELECT ONE LOT CONFIGURATION FOR THE RESIDENCE and complete the following:

- a) Write on the four sides of the applicable diagram below: "public street," "public/private parkland," "arterial road," "residential collector," or "adjacent lot."
- b) Indicate 85% or 50% on each side of structure footprint to reflect amount of masonry required.



Corner Lot or Midblock Lot



Cul-de-sac Lot

EXHIBIT A



THE PARKS AT WESTHAVEN PID
Compliance Checklist for Residential Architectural Standards

Lot ____ Block ____ Phase ____ Street Address: _____

PART B2: COMPLIANCE CHECKLIST – FRONT ELEVATION FEATURES At minimum of two (2) of the following design options must be incorporated into front elevations and included on the architectural plans submitted for building permits**.

Front Elevation Features ** Roof overhang of 18" permitted within side setback.	<u>Signature of Applicant affirming compliance</u>
Covered front porch or patio with a minimum size of sixty (60) square feet;	
A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;	
Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);	
Shed roof or trellis (at least 18" deep) above the garage door;	
A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;	
Two (2) or more masonry finishes to compliment the architectural style of the home; or	
The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.	

EXHIBIT A



THE PARKS AT WESTHAVEN PID
Compliance Checklist for Residential Architectural Standards

Lot ____ Block ____ Phase ____ Street Address: _____

TO BE COMPLETED BY THE CITY

PART C: CITY PLAN REVIEW.

By _____ *(name of City representative)*

Date of Review: _____

Plan Number: _____

I have reviewed the referenced architectural plans for the referenced residence and found the plans to be:

_____ **In Compliance** _____ **with the Compliance Checklist**

_____ **Not in Compliance** _____ **with the Compliance Checklist**

If "Not in Compliance" is selected, it is for the following reasons:

PART D: CITY INSPECTION.

By _____ *(name of City representative)*

Date of Inspection: _____

I have inspected the referenced residence and found it to be:

_____ **In Compliance** _____ **with the Compliance Checklist**

_____ **Not in Compliance** _____ **with the Compliance Checklist**

If "Not in Compliance" is selected, it is for the following reasons:

EXHIBIT B
FORM OF CERTIFICATE FOR PAYMENT

EXHIBIT B

FORM OF CERTIFICATE FOR PAYMENT

The undersigned is an agent for Westinghouse77, L.P., a Texas limited partnership (the "Developer") and requests the City of Georgetown, Texas (the "City") approve payment from the [PID Project Fund] [PID Reimbursement Fund] in the amount of _____ U.S. DOLLARS AND 00/100 (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Parks at Westhaven Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Construction, Financing and Reimbursement Agreement between the Developer and the City.

In connection with the above referenced payment request, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment 1 has been completed.
3. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amount listed for the Actual Costs of the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Construction, Financing and Reimbursement Agreement, and (ii) are consistent with the SAP. All information and documents in Developer's possession or under its control supporting the amount of Actual Costs claimed (the "**Supporting Documentation**") is included with this Certification of Payment. The Supporting Documentation is presented in Attachments 1-4 to this Certificate for Payment. Developer will provide additional Supporting Documentation to the City on request.
5. The Developer is in compliance with the terms and provisions of the PID Construction, Financing and Reimbursement Agreement, the SAP, and the Developer Continuing Disclosure Agreement.

EXHIBIT B

6. The Developer has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity the Developer controls owes, located in the Parks at Westhaven Public Improvement District and has no outstanding delinquencies for such assessments.

7. All conditions set forth in the Indenture (as defined in the PID Construction, Financing and Reimbursement Agreement) for the payment hereby requested have been satisfied.

8. The Developer confirms that all work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvement (or its completed segment) and on _____, the City accepted same in writing for ownership by the City, and maintenance by the City or the HOA (as applicable, pursuant to the Maintenance Agreement required by the Construction, Financing and Reimbursement Agreement).

9. The Developer agrees to cooperate with the City in conducting its review of the requested payment and Supporting Documentation, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

10. The Developer confirms that **[based on the statements provided by the Trustee (as defined in the SAP)]****[based on all prior amounts paid to Developer from the PID Reimbursement Fund]** as of the date of this Certificate for Payment and based on the percentage of completion of the Authorized Improvements as of the date of this Certificate for Payment as verified by the City payment of the amounts requested in this Certificate for Payment, taking into account all prior payments for the Authorized Improvements and the amount of work related to the Authorized Improvements remaining to be completed as of the date of this Certificate for Payment will not cause the amounts on deposit in **[the PID Project Fund]** **[the PID Reimbursement Fund]** to fall below the amount necessary to complete the remaining Authorized Improvements taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

11. **Payments requested are as follows:**

EXHIBIT B

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment / Wire Instructions**

Attached hereto as Supporting Documentation (*see* Attachments 2 – 4) are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and/or lien releases and supporting documentation in the standard form for City construction projects.

Pursuant to the PID Construction, Financing and Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations, and the City has accepted the Authorized Improvements (or completed segments) for ownership, operation, and maintenance.

Required Attachments:

Supporting Documentation (*See* Attachments 1-4)

EXHIBIT B

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

WESTINGHOUSE77, LP
a Texas limited partnership

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Attachment 2 to Certificate for Payment

Bills Paid Affidavits or Waivers and Lender Waivers

[Attach unconditional waivers and/or bills paid affidavits evidencing that all contractors and subcontractors that performed work described in Attachment 1 has been paid in full for all work completed through the date of the previous Certification for Payment]

[Attach lender consents or approvals]

EXHIBIT B

Attachment 4 to Certificate for Payment

**JOINDER OF PROJECT ENGINEER
TO CERTIFICATE FOR PAYMENT**

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Westinghouse77, LP in Paragraph 2 of the Certificate for Payment and the Supporting Documentation are true and correct in all material respects.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or a completed segment) covered by the Certificate for Payment have been inspected by the City, and finally accepted by the City for ownership, operation and maintenance, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment **[and shall include said payments in the City Order (as defined in the Indenture) submitted to the Trustee directing payments to be made from the applicable fund in accordance with the Indenture] [and approves direct payment to be made from the PID Reimbursement Fund]** to the Developer or to any person designated by the Developer.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
CLOSING REIMBURSEMENT REQUEST

EXHIBIT C

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Westinghouse 77, L.P., a Texas limited partnership (the "Developer") and requests the City of Georgetown, Texas (the "City") approve payment from the PID Project Fund in the amount of _____ U.S. DOLLARS AND 00/100 (\$_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Parks at Westhaven Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Construction, Financing, and Reimbursement Agreement between the Developer and the City (the "Reimbursement Agreement").

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the PID and/or costs of issuance of the PID Bonds at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the PID at the time of the delivery of the PID Bonds, and such costs are in compliance with the SAP.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the SAP, and the Developer Continuing Disclosure Agreement, and the Indenture.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

EXHIBIT C

7. Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

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

**WESTINGHOUSE77, LP
a Texas limited partnership**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Order submitted to the Trustee directing payments to be made from the applicable account under the Indenture upon delivery of the PID Bonds.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

MAINTENANCE AGREEMENT

**PARKLAND MAINTENANCE AGREEMENT
WESTHAVEN RESIDENTIAL COMMUNITY, INC.**

**STATE OF TEXAS §
COUNTY OF WILLIAMSON §**

This Parkland Maintenance Agreement (this "Agreement") is made to be effective as of the Effective Date (defined below) by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "City"), and WESTHAVEN RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation (the "Association"), (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, the Parks at Westhaven Subdivision is a subdivision development and public improvement district within the City's corporate limits known as the Parks at Westhaven Public Improvement District (the "District") authorized by Resolution No. 012621-M passed and approved by the Georgetown City Council on January 26, 2021 (the "PID Creation Resolution"), and which became effective with the publication of the PID Creation Resolution in *The Williamson County Sun* on February 3, 2021, containing approximately 113.56 contiguous acres and having (at full build out) 401 residential lots and one commercial lot; and

WHEREAS, the Association is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest (each, an "Owner") in any residential, final-platted subdivision lot shown on a recorded subdivision plat located in the District (each, a "Lot"), which membership in the Association is not severable from the ownership of the Lot, and created to, among other things, maintain the Parkland (defined herein) within the District and otherwise administer the affairs of the Association in accordance with the terms of that certain "PID Construction, Financing and Reimbursement Agreement Parks at Westhaven Public Improvement District" between the City and Westinghouse77, LP, a Texas limited partnership (the "Developer"), dated effective March 23, 2021, (the "Construction, Financing and Reimbursement Agreement"), and the Declaration of Covenants, Conditions and Restrictions for the Parks at Westhaven Subdivision (or similarly titled document governing the development, improvement, and sale of land in the District) dated effective August 9, 2017, and recorded under Document No. 2017073699 of the Official Public Records of Williamson County, Texas; and

WHEREAS, the Association has the authority to levy HOA Assessments against the Lots within the District to provide a permanent source of funding for the Association to pay for performing its responsibilities under this Agreement; and

WHEREAS, pursuant to the Construction, Financing and Reimbursement Agreement, the Parkland has been or will be conveyed to the City, in trust for the public, and will be maintained by the Association; and

WHEREAS, the Association acknowledges and agrees that the City has exclusive jurisdiction and control of the Parkland.

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public and the residents in the District and members of the Association, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree as follows:

1. **RECITALS AND AGREEMENT ADOPTED.** The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Construction, Financing and Reimbursement Agreement is incorporated into this Agreement as if it were set out in full.
2. **DEFINITIONS.** In addition to the terms defined in the Recitals to this Agreement, the following words, shall, when capitalized, have the following meanings when used in this Agreement:
 - 2.1 *"HOA Assessments"* means the assessments the Association impose for the purposes of, among other things, funding its obligations under this Agreement.
 - 2.2 *"Parkland"* has the meaning given in the Construction, Financing and Reimbursement Agreement, the location of which is generally shown on the Site Layout Plan attached as an exhibit to the Construction, Financing, and Reimbursement Agreement. The term shall also include the Public Drainage Easements, defined below.
 - 2.3 *"Parkland Improvements"* has the meaning given in the Construction, Financing and Reimbursement Agreement.
 - 2.4 *"Public Drainage Easements"* means and includes all easements in, or under or serving the Parkland, the general location of which are labeled as such on the Site Layout Plan attached as an exhibit to the Construction, Financing, and Reimbursement Agreement.

3. **GRANT OF LICENSE.** The City hereby grants the Association, and its duly authorized agents, a license to enter the Parkland for the purpose of performing, or causing to be performed, the maintenance responsibilities of the Association described in Section 4 of this Agreement.

4. **MAINTENANCE REQUIREMENTS.**

4.1 The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance work for the Parkland, including, but not limited to, regular irrigation, mowing, edging, trimming of shrubs and other plantings, weed and ant control, and irrigation system and trail maintenance and repair. The Association shall be solely responsible for such maintenance and repair, and the City shall have no obligations for same.

4.2 The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance and repair work related to the Public Drainage Easements including, but not limited to, regular mowing, clearing, and weed control, and keeping the areas free of all trash and debris.

4.3 If damages to public infrastructure occur as a result of poor or inadequate maintenance of the Parkland, the Association shall pay the City for full reimbursement of all reasonable costs the City incurs repairing damages to the public infrastructure.

4.4 Beginning after the Effective Date, between the dates December 1st and February 28th of the following year, and any time there is a possibility of freezing temperatures, the Association shall turn off the irrigation systems' timers and shall only operate the irrigation systems manually in order to prevent the icing of improved areas and equipment.

5. **NO LIENS.** The Association shall not cause, suffer or allow any liens to be placed on the Parkland.

6. **HOA ASSESSMENTS.**

6.1 The Association shall levy HOA Assessments in such amounts necessary to perform its responsibilities under this Agreement.

6.2 The Association shall also levy HOA Assessments in amounts, as reasonably determined by the City, necessary to replace the Parkland Improvements at the end of their useful life.

7. **CITY RIGHTS AND RESPONSIBILITIES FOR PARKLAND AND PARKLAND IMPROVEMENTS.**

- 7.1 This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, on, over, or under the Parkland.
- 7.2 The City shall be responsible for installing and maintaining one or more master meters to provide water and electric service to the Parkland, and for paying for water and electric service to the Parkland.
- 7.3 The City shall be responsible for maintaining the Parkland Improvements within the Parkland.
- 7.4 Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the Parkland, Parkland Improvements, or the Public Drainage Easements pursuant to official action by the City or its successors. The City shall endeavor to provide the Association with notice of proposed alternations or improvements, but shall be under no obligation to do so prior to commencement of work.

8. INSURANCE.

- 8.1 Prior to the commencement of any work in the Parkland under this Agreement, the Association shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Association in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. Failure to obtain and maintain the required insurance shall constitute a material default of this Agreement. The City shall have no duty to perform under this Agreement until such Certificate and endorsements have been received and approved by the City's City Manager. No officer or employee, other than the City's City Manager, shall have authority to waive this requirement.
- 8.2 Notwithstanding the provisions of Section 8.3 below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof

and to modify insurance coverages and their limits when deemed necessary and prudent by the City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the Association whereupon the City may incur increased risk.

8.3 The Association's financial integrity is of interest to the City; therefore, subject to the Association's right to maintain reasonable deductibles in such amounts as are approved by the City, the Association shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Association's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property
Premises operations	Damage of \$1,000,000 per
*b. Independent Contractors	occurrence; \$2,000,000 General
Products/completed operations	Aggregate, or its equivalent in
Personal Injury	Umbrella or Excess Liability
Contractual Liability	Coverage
*f. Environmental Impairment/Impact	
sufficiently broad to cover disposal liability	
*g. Broad form property damage, to include	
fire legal liability	
Business Automobile Liability	
Owned/leased vehicle	Combined Single Limit for Bodily
Non-owned vehicle	Injury and Property Damage of
Hired Vehicles	\$1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the Association

- 8.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The Association shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address provided below within 30 days of the requested change. The Association shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

- 8.5 The Association agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- 8.5.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; and
 - 8.5.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy; and
 - 8.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- 8.6 The Association agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the

Association under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Association's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- 8.7 Nothing herein contained shall be construed as limiting in any way the extent to which the Association may be held responsible for payments of damages to persons or property resulting from the Association's performance of the work covered under this Agreement.
- 8.8 It is agreed that the Association's insurance shall be deemed primary and non- contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.
- 8.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
9. INDEMNIFICATION. THE ASSOCIATION INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE ASSOCIATION AND THE ASSOCIATION ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE MAINTENANCE SERVICES DESCRIBED IN PARAGRAPH 2.1 BY THE ASSOCIATION, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

10. TERMINATION

- 10.1 Termination by the Association. This Agreement may be terminated by the Association no sooner than one (1) year after the Effective Date of this Agreement by delivering written notice of termination to the City not later than 30 days before the effective date of termination.

10.2 Termination by the City. This Agreement may be revoked at any time by the City, if such revocation is reasonably required by the public interest, after providing at least 30 days written notice to the Association. Circumstances under which the City may revoke this Agreement, pursuant to this subsection include, but are not limited to, the following:

10.2.1 Use of the Parkland becomes necessary for a public purpose;

10.2.2 Despite 30 days written notice, the Association fails to maintain or make necessary alterations to prevent deterioration of the aesthetic or functional integrity of the Parkland; or

10.2.3 The Association fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

10.3 Once this Agreement has been terminated by either Party, the City will perform maintenance on the Parkland consistent with the level of maintenance of other such City land.

11. **ASSIGNMENT.** The Association shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the Association, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the Association's rights in this Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 Laws Observance. The Association shall not do, nor suffer to be done, anything on the Parkland during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

12.2 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

12.3 Severability. In case any one or more of the provisions contained in this Agreement 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 thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the Association at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

- 12.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.
- 12.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.
- 12.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the Party for which he or she is acting.
- 12.8 Entire Agreement. This Agreement and any attached exhibits contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Parkland, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

THE ASSOCIATION:

Westhaven Homeowners Association, Inc. a
Texas non-profit corporation

By: _____

Name: _____

Title: _____

Address for Notice:

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2021 by _____, President of Westhaven Residential Community, Inc., a Texas non-profit corporation on behalf of said corporation.

By: _____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: Skye Masson
Skye Masson, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 23rd day of March, 2021 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule municipality, on behalf of the City of Georgetown, Texas.



By: Linda Ruth White
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT E

SITE LAYOUT PLAN

EXHIBIT F

PARKLAND IMPROVEMENTS

EXHIBIT F

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT CONSTRUCTION, FINANCING AND REIMBURSEMENT AGREEMENT

Required Parkland Improvements (on 16.24 acres of Public Parkland)

- **1 Adult Outdoor Fitness Area**
 - Thrive ® Outdoor Fitness Functional Training System (or similar if approved by the City's Director of Parks and Recreation) accommodating at least 10 users
 - Poured in Place Rubber surfacing
 - 1 trash can (minimum)

- **2 Children's All Mobility Playgrounds**
 - 2-5 year old playground– Gametime® Inclusive Play System accessible for children of all abilities (or similar if approved by the City's Director of Parks and Recreation). Must exceed the ADA 2010 Standards in Sections 240 and 1008 related to Play Areas (ref. <https://www.ada-compliance.com/ada-compliance/240-and-1008-play-areas>)
 - 5-12 year old playground– Gametime® Inclusive Play System accessible for children of all abilities (or similar if approved by the City's Director of Parks and Recreation). Must exceed the ADA 2010 Standards in Sections 240 and 1008 related to Play Areas (ref. <https://www.ada-compliance.com/ada-compliance/240-and-1008-play-areas>)
 - Poured in Place Rubber surfacing
 - 3 trash cans (minimum)

- **Single picnic tables and table shelters**
 - 3 – 16 x 16 Shelters (Icon Shelter Systems, Inc. or similar size and style to be approved by the City's Director of Parks and Recreation) with 1 accessible picnic table on a concrete slab under each.
 - Trash cans in each shelter

- **Miscellaneous**
 - 2 drinking water fountains (at least), with water-bottle fillers and dog bowls, at least one for each park area. (Most Dependable Fountains, Inc. or similar if approved by the City's Director of Parks and Recreation)
 - 8 benches minimum throughout Parkland
 - Bike rack
 - Park monument sign
 - Park rules sign

EXHIBIT F

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT CONSTRUCTION, FINANCING AND REIMBURSEMENT AGREEMENT

- **Parking Lot on “Baum Drive”**
 - 12 total parking places (at least) inclusive of accessible parking places
 - 4 accessible parking places (at least)

- **Street Parking on Sunniberg Loop (on one side of the street)**

- **Internal Hike and Bike Trail with Trailhead**
 - Internal trail system with 1.5 miles of trail. Majority of the trail to be 8 feet wide in both concrete and natural trail surfaces (with the natural surfaces and areas of trail with proposed width less than 8 feet to be approved by the City’s Director of Parks and Recreation)
 - Trailhead connections to each phase of the subdivision and to the Children’s’ All Mobility Playgrounds

Total required expenditure for all Parkland Improvements must be at least \$1,401,000.

To the extent of any conflict between the improvements described on this Exhibit and those shown or listed on the Site Layout Plan (attached to this Agreement) or described in the SAP (attached to the Assessment Ordinance), the descriptions in this Exhibit shall control.

EXHIBIT G
HOME BUYER DISCLOSURE PROGRAM

EXHIBIT G

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT

LOT TYPE _____

HOME BUYER DISCLOSURE

HOME BUYER DISCLOSURE PROGRAM

1. A Builder¹ for an Assessed Property shall provide each residential homebuyer with the "Notice of Obligation to Pay Public Improvement District Assessment to the City of Georgetown, Texas", the form of which is attached hereto as Exhibit "1".
2. A Builder for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Developer or the PID Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Developer (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.
6. The Developer must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

EXHIBIT G

**Exhibit "1" to Exhibit G to
Construction, Financing and Reimbursement Agreement**

**EXHIBIT 1 TO
PARKS AT WESTHAVEN PID – LOT TYPE [__]: HOMEBUYER DISCLOSURE**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF GEORGETOWN, TEXAS
CONCERNING THE PROPERTY AT:**

STREET ADDRESS

OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED IMPROVEMENT: \$[_____]

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of Authorized Improvements (the "**Authorized Improvements**"), undertaken for the benefit of the property within the "Parks at Westhaven Public Improvement District" (the "**District**"), created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE OUTSTANDING PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS [\$ _____], WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH MAY VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of the City of Georgetown, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

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

EXHIBIT G

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate on the date specified below my/our signatures.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Acknowledgements follow on next page]

EXHIBIT G

STATE OF TEXAS §

§

WILLIAMSON COUNTY §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

STATE OF TEXAS §

§

WILLIAMSON COUNTY §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2021045782

ORD Fee: \$565.00
03/31/2021 08:45 AM MBARRICK



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

② City of Georgetown