

## CERTIFICATE OF ORDINANCE

**THE STATE OF TEXAS           §**  
**COUNTY OF HAYS           §**  
**CITY OF KYLE           §**

I, the undersigned City Secretary of said City, hereby certify as follows:

1. The City Council of said City (the "City Council") convened in a Regular Meeting on June 7, 2022, at the City Council Chambers, City Hall, 100 W. Center Street, Kyle, Texas, or by videoconference if necessary, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Travis Mitchell	Mayor
Robert Rizo	Mayor Pro Tem/Council Member District 3
Dex Ellison	Council Member District 1
Yvonne Flores-Cale	Council Member District 2
Ashlee Bradshaw	Council Member District 4
Daniela Parsley	Council Member District 5
Michael Tobias	Council Member District 6

and all of said persons were present, except for the following: None; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

AN ORDINANCE OF THE CITY OF KYLE MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE KYLE 57 PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; APPROVING LANDOWNER AGREEMENTS; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY

(the "Ordinance") was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: 7

NOES: 0

ABSTENTIONS: 0

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been fully recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.


*[The remainder of this page intentionally left blank.]*



2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been fully recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 7<sup>th</sup> of June, 2022.



  
\_\_\_\_\_  
City Secretary  
City of Kyle, Texas

## **ORDINANCE NO. 1206**

**AN ORDINANCE OF THE CITY OF KYLE MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE KYLE 57 PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; APPROVING LANDOWNER AGREEMENTS; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY**

**WHEREAS**, Kyle Mortgage Investors, LLC, a Colorado limited liability company ("Kyle Mortgage Investors"), in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), filed a petition (the "Petition") with the City Secretary of the City of Kyle, Texas (the "City") on June 1, 2021, requesting that the City authorize the Kyle 57 Public Improvement District to be created within the City limits; and

**WHEREAS**, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Hays Central Appraisal District and the signatures of property owners who own taxable real property within the Kyle 57 Public Improvement District that constitutes more than fifty percent of the area of all taxable property that is liable for assessment; and

**WHEREAS**, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the "Open Meetings Act"), the City Council conducted a public hearing on September 7, 2021, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the Kyle 57 Public Improvement District (the "Authorized Improvements"); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating Kyle 57 Public Improvement District (the "Actual Costs"); the boundaries of the Kyle 57 Public Improvement District; the apportionment of the Actual Costs to be assessed against property in the Kyle 57 Public Improvement District between the Kyle 57 Public Improvement District and the municipality; and the method of assessment; and

**WHEREAS**, on September 7, 2021, after the closing of the public hearing, the City Council adopted Resolution No. 1249 (the "Creation Resolution"), which authorizes the Kyle 57 Public Improvement District (the "District"), and which includes the City Council's findings as to the advisability of the Authorized Improvements; and

**WHEREAS**, on October 4, 2021, the City Council approved the Kyle 57 Public Improvement District Financing Agreement with Kyle 57 Development, Inc., a Texas corporation (the “Developer”), which included as an exhibit a draft service and assessment plan of the type described in Sections 372.013 and 372.014 of the Texas Local Government Code, and the City Council, in approving the Kyle 57 Public Improvement District Financing Agreement, did not approve, authorize, or levy any assessments against any of the property within the District; and

**WHEREAS**, on November 1, 2021, the Developer acquired approximately 57.293 acres of land in the District from Kyle Mortgage Investors; and

**WHEREAS**, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, the City Council conducted a public hearing on May 17, 2022, to hear evidence and make findings as to the advisability of increasing the estimated costs of improvements for the District, and after closing the public hearing, the City Council adopted Resolution No. 1299, approving the amendment to the Creation Resolution;

**WHEREAS**, the City Council, on May 17, 2022, adopted Resolution No. 1302 directing the filing of the Assessment Roll (the “Assessment Roll”), a copy of which is included as an exhibit to the attached ***Exhibit A*** and is incorporated herein, making the Assessment Roll available for public inspection, and approving the notice published on May 25, 2022 and June 1, 2022 in the *Hays Free Press* of a public hearing to be conducted on June 7, 2022, to consider the proposed assessments to be levied against property located in the Kyle 57 Public Improvement District (the “Assessments”), and also mailed notice of the same hearing to the property owners within the District, the Developer and its affiliate, MileStone Community Builders, LLC, a Texas limited liability company (collectively, the “Landowners”); and

**WHEREAS**, the City Council conducted said hearing at the City Council meeting on June 7, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the apportionment of the costs of the Authorized Improvements, the purpose of the Assessment, the special benefits accruing to the property within the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessment; and

**WHEREAS**, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the Service and Assessment Plan, the apportionment of the costs of the Authorized Improvements, the Assessment Roll, or the levy of the Assessments; and

**WHEREAS**, the apportionment of the Costs to be assessed against the property in the District, as reflected in the Assessment Roll and in the Kyle 57 Public Improvement District Service and Assessment Plan, a copy of which is attached hereto as ***Exhibit A*** and is incorporated herein (the attached “Service and Assessment Plan,” as it may be modified, amended, supplemented and updated from time to time), is fair and reasonable and is made on

the basis of special benefits accruing to each parcel because of the Authorized Improvements, and results in the imposing of equal shares of the Actual Costs on property that is similarly benefited, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

**WHEREAS**, the Service and Assessment Plan, which is updated every year, covers a period of at least five years, defines the District's annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

**WHEREAS**, the owners of 100% of the privately-owned and taxable property located within the District, and who are persons to be assessed pursuant to this Ordinance executed on June 7, 2022, the Kyle 57 Landowner Agreements (the "Landowner Agreements") in which said Landowners acknowledge, accept, and approve of, without reservation, the Service and Assessment Plan, Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within the District, and agree to pay the Assessments when due and payable; and

**WHEREAS**, the City Council finds and determines that the Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A* should be approved, and that the Landowner Agreements in the forms substantially similar to the attached *Exhibit B* and *Exhibit C* should be approved; and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE THAT:**

**Section 1. Findings.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

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

**Section 3. Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A*.

**Section 4. Service and Assessment Plan.** The Service and Assessment Plan is hereby approved as the service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Director of Finance, the City Manager, and the Assistant City Manager, are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

**Section 5. Assessment Roll.** The Assessment Roll, attached as Exhibit E-1 to the Service and Assessment Plan, is hereby approved as the Assessment Roll of the District.

**Section 6. Levy and Payment of Assessments for Costs of Improvement Project.**

(a) The City Council hereby levies an assessment on each tract of property located within the District, except for the Non-Benefitted Property, as shown and described on the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll. The Assessment and the Annual Installment shown in the Assessment Roll include annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

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

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

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

**Section 7. Method of Assessment.** The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

**Section 8. Penalties and Interest on Delinquent Assessments.** Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

**Section 9. Lien Property.** (a) As provided in those certain Landowner Agreements, dated June 7, 2022, the Landowners intend for the obligations, covenants and burdens on the owners of the Assessed Property, including without limitation such owners' obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the owners, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

**Section 10. Approval of Landowner Agreements.** The Landowner Agreements between the City and the Landowners are hereby authorized and approved in the substantially final forms attached hereto as *Exhibit B* and *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 Landowner Agreements 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 Agreements may be attested by the City Secretary.

**Section 11. Appointment of Administrator and Collector of Assessments.** (a) P3Works, LLC is hereby appointed and designated as the Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Costs.

(b) The Director of Finance of the City or his designee is hereby appointed as the temporary collector of the Assessments. The Director of Finance or his designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Hays County Tax Office or any other qualified collection agent selected by the City.

**Section 12. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

**Section 13. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 14. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Hays County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

**Section 15. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

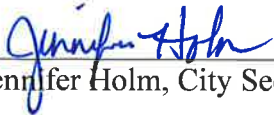
**Section 16. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

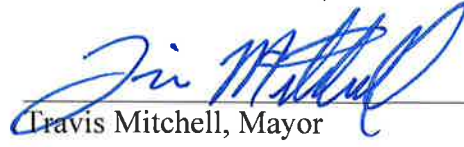
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**PASSED AND APPROVED** on this 7th day of June, 2022.

ATTEST:

**THE CITY OF KYLE, TEXAS**

  
\_\_\_\_\_  
Jennifer Holm, City Secretary

  
\_\_\_\_\_  
Travis Mitchell, Mayor





**EXHIBIT A**

**SERVICE AND ASSESSMENT PLAN FOR THE  
KYLE 57 PUBLIC IMPROVEMENT DISTRICT**

*See complete copy at Tab 15 of transcript.*

Kyle 57

# Public Improvement District

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SERVICE AND ASSESSMENT PLAN

JUNE 7, 2022



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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", "Exhibit", or an "Appendix" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On September 7, 2021 the City Council passed and approved Resolution No. 1249 authorizing the creation of the District in accordance with the PID Act.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements that confer a special benefit on property within the District. The District contains approximately 57.293 acres located within the City, as described legally by metes and bounds on **Exhibit J** and as depicted on the map in **Exhibit A-1**.

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 E-1**.

## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Public Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City, including the acquisition of necessary easements and other right-of-way; (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) for 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.

**“Additional Interest Rate”** means the 0.50% additional interest rate charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

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

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection

with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

**“Annual Service Plan Update”** means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied.

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

**“Assessment Ordinance”** means any ordinance adopted by the City Council in accordance with the PID Act that levies an 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, more specifically described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property within the District, including the Assessment Roll included in this Service and Assessment Plan as **Exhibit E-1**, 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 levy of an Assessment, the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including Public Improvements, Bond Issuance Costs, and District Formation Expenses.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Kyle, Texas.

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

**“County”** means Hays County, Texas.

**“Delinquent Collection Costs”** means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

**“District”** means Kyle 57 Public Improvement District, consisting of the approximately 57.293 acres within the City, as described by metes and bounds on **Exhibit J** and by the map on **Exhibit A-1**.

**“District Formation Expenses”** means the costs associated with forming the District, including but not limited to 1<sup>st</sup> year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

**“Engineer’s Report”** means a report provided by a licensed professional engineer that identifies the Public Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

**“Estimated Buildout Value”** means the estimated value of an Assessed Property after completion of the vertical improvements (e.g. house, office building, etc.), 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.

**“Landowner Agreement”** means the landowner agreement executed between the City and the Owner.

**“Lot”** means, 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.

**“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 by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed by the City Council.

**“Lot Type 1”** means a Lot designated as such on the Assessment Roll, shown on **Exhibit A-2** as a 40’ Lot.

**“Lot Type 2”** means a Lot designated as such on the Assessment Roll, shown on **Exhibit A-2** as a 55’ Lot.

**“Lot Type 3”** means a Lot designated as such on the Assessment Roll, shown on **Exhibit A-2** as a 60’ Lot.

**“Lot Type 4”** means a Lot designated as such on the Assessment Roll, shown on **Exhibit A-2** as a commercial Lot.

**“Maximum Assessment”** means for each Lot Type, at the time a new Lot is created by plat an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit F**, which amount will be reduced annually by principal payments made as part of the Annual Installment.

**“Non-Benefitted Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

**“Notice of Assessment Termination”** means a document recorded in the official public records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

**“Owner”** means Kyle 57 Development, Inc., and its successors and assigns.

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

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

**“PID Bonds”** mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Kyle 57 Public Improvement District)”.



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

**“Prepayment Costs”** mean interest, including Additional Interest, and Annual Collection Costs to the date of Prepayment.

**“Public Improvements”** means those Authorized Improvements specifically described in **Section III.A** and depicted on **Exhibit G**.

**“Private Improvements”** means those improvements which are not Public Improvements. Private Improvements are not Authorized Improvements and are not eligible for reimbursement.

**“Service and Assessment Plan”** 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**.

**“Trustee”** means the trustee (or successor trustee) under an Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 57.293 acres located within the City, as described legally by metes and bounds on **Exhibit J** and as depicted on the map on **Exhibit A-1**. Development of the District is anticipated to include approximately 219 single-family homes and 41,250 square feet of commercial space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and on 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. Public Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Authorized Improvements, as well as the allocation of the Authorized Improvements, is shown on **Exhibit B**.

### A. Public Improvements

#### ▪ *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These improvements will include the necessary appurtenances to be fully operational transmission lines extending water service to each Lot in the District. The Improvements also include the pro rata costs of offsite water lines and related capacity in such lines to serve the District, attributable to the benefit received by the District. Prior to the development of this Property, a water system improvement cost sharing agreement was entered into between the City and various other property owners, including the predecessor in interest to the Owner, Kyle Mortgage Investors, LLC. The facility improvements include, but are not limited to, a 12" transmission main, booster pump station, ground storage tank, elevated storage tank, distribution line to Plum Creek North, Distribution line to Blanco River Ranch, and a distribution line to the District and other neighboring property owners. As part of this agreement, the owner was required to pay their pro rata share of improvements serving the property, with the split being determined by LUEs. The already completed improvements include: the 16" distribution main that serves the District, and other neighboring properties, 12" transmission main, booster pump station and ground storage tank. A map of these improvements can be seen in Appendix C of the Engineer's Report.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to each Lot in the District. The Improvements also include the pro rata costs of offsite wastewater lines and related capacity in such lines to serve the Property within the District, attributable to the benefit received by the District. A cost sharing agreement has been entered into between the Owner, David Beseda and Covey Fund, LP for the construction of an 8" and 12" gravity collection line to run through the Covey Fund Tract and Gregg Cousins Tract and tie into the wastewater system in the Brooks Ranch development. Easements have acquired from the Covey Fund Tract and the Gregg Cousins Tract. The only work that has been performed thus far is a tie into the Brooks Ranch System and bore under RM 150. The construction still needing to be completed is the installation of the gravity collection line through the Covey Fund Tract, under Old Stagecoach Road, and across the Gregg Cousins Tract to tie into the existing stub, as well as a stub out provided to the Beseda property line and service connection points for Covey Fund and Gregg Cousins. A map of these improvements can be found in Appendix D of the Engineer's Report.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for the District.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within the District.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for the District. This project will be designed and constructed in accordance with City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

## **B. Bond Issuance Costs and District Formation Expenses**

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

- *District Formation Expenses*

First year Annual Collection Costs and other costs and expenses directly associated with forming the District.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

**Exhibit D** summarizes the sources and uses of funds required to finance the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in each Annual Service Plan Update.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, 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 to be 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 Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that Authorized Improvements shall be allocated to the Assessed Property pro rata based on Estimated Buildout Value.

## **B. Assessments**

Assessments are levied on the Assessed Property according to the Assessment Roll, attached hereto as **Exhibit E-1**. The projected Annual Installments are shown on **Exhibit E-2**, subject to revisions made during any Annual Service Plan Update.

## **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:

1. The costs of the Authorized Improvements equal \$9,258,615, as shown on **Exhibit B**; and
2. The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements allocated to the Assessed Property; and
3. The Assessed Property is allocated 100% of the Assessments levied for the Authorized Improvements, which equal \$8,779,000 as shown on the Assessment Roll, attached as **Exhibit E-1**; and
4. The special benefit ( $\geq$  \$9,258,615) received by the Assessed Property from the Authorized Improvements allocated to the Assessed Property is greater than or equal to the amount of Assessments (\$8,779,000) levied on the Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Assessments, the Owner owned 100% of the Assessed Property. In a Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property 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, and (2) the levying of the Assessments on the Assessed Property.

## **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. 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 in Annual Service Plan Updates based on Actual Costs incurred.

## **E. Interest**

The interest rate on Assessments securing the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the 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 calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Owner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

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

#### *2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, 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 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 same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

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

### *3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.



## **B. True-up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

## **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments under applicable law or any portion of Assessed Property becomes Non-Benefitted Property, the owner transferring the Assessed Property or causing the portion to become Non-Benefitted 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; provided that, however, such mandatory Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the City, any other governmental entity or utility provider, or an Owners Association for use as internal roads, utilities, parks, drainage and detention facilities, and other similar improvements, in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel. If a reallocation to the remainder of the Parcel as provided in the foregoing sentence causes the Assessment for such remainder to exceed the Maximum Assessment, the owner of the remainder of the Parcel must partially prepay the Assessment to the extent it exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

## **D. Reduction of Assessments**

If as a result of cost savings or a Public Improvement not being constructed, the Actual Costs of completed Public Improvements are less than the Assessments, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund (as defined in the applicable Indenture) relating to the PID Bonds that are not expected to be used for purposes of the Project Fund, to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

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

## **E. Prepayment of Assessments**

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

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval 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 Assessment Termination, a form of which is attached as **Exhibit H**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval 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**

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 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 Annual Installments 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 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 and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the Remaining 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 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such 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 E-2** shows the projected Annual Installments. 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 equally among Parcels for which

the Assessments remain unpaid. Annual Installments shall be reduced by any applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the 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.

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. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The first Annual Installment will be delinquent if not paid by February 1, 2023.

## **SECTION VII: ASSESSMENT ROLLS**

The Assessment Roll is attached as **Exhibit E-1**. The Administrator shall prepare and submit to the City Council, for review and approval, proposed revisions to the Assessment Rolls and Annual Installments for each Parcel within the District as part of each Annual Service Plan Update.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> 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 hearing, and within 30 days after closing such hearing, 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 may take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

#### **B. Amendments**

Amendments to this 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 or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

#### **D. 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.

## EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	District Boundary Map
<b>Exhibit A-2</b>	Concept Plan
<b>Exhibit B</b>	Authorized Improvements
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses
<b>Exhibit E-1</b>	Assessment Roll
<b>Exhibit E-2</b>	Projected Annual Installments
<b>Exhibit F</b>	Maximum Assessment
<b>Exhibit G</b>	Maps of Authorized Improvements
<b>Exhibit H</b>	Notice of Assessment Termination
<b>Exhibit I</b>	PID Bonds Debt Service Schedule
<b>Exhibit J</b>	District Legal Description
<b>Exhibit K</b>	Sage Hollow Final Plat
<b>Exhibit L-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit L-2</b>	Lot Type 2 Buyer Disclosure
<b>Exhibit L-3</b>	Lot Type 3 Buyer Disclosure
<b>Exhibit L-4</b>	Lot Type 4 Buyer Disclosure

## APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

<b>Appendix A</b>	Engineer's Report
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## EXHIBIT A-1 – DISTRICT BOUNDARY MAP





**EXHIBIT A-2 – CONCEPT PLAN**



## EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Private Improvements [b]	PID-Eligible Costs
<i>Authorized Improvements</i>			
Water [c]	\$ 1,549,870	\$ -	\$ 1,549,870
Wastewater [d]	1,205,684	-	1,205,684
Drainage	1,201,301	-	1,201,301
Streets	2,885,223	-	2,885,223
Detention/Water Quality Pond	726,580	-	726,580
Parks and Landscaping	2,591,602	2,591,602	-
Soft Costs	-	-	-
	<b>\$ 10,160,260</b>	<b>\$ 2,591,602</b>	<b>\$ 7,568,658</b>
<i>Bond Issuance Costs &amp; District Formation Costs</i>			
Debt Service Reserve Fund	\$ 877,900	\$ -	\$ 877,900
Capitalized Interest	72,681	-	72,681
Underwriter's Discount	263,370	-	263,370
Cost of Issuance	436,006	-	436,006
District Formation Expenses	40,000	-	40,000
	<b>\$ 1,689,957</b>	<b>\$ -</b>	<b>\$ 1,689,957</b>
<b>Total</b>	<b>\$ 11,850,217</b>	<b>\$ 2,591,602</b>	<b>\$ 9,258,615</b>

*Notes:*

[a] Per Engineer's Report prepared by Atwell, LLC dated August 12, 2021.

[b] Private Improvements are not Authorized Improvements and are not eligible for reimbursement.

[c] Includes costs incurred associated with the Water System Agreement.

[d] Excludes contributions made from Findley and Beseda.

## EXHIBIT C – SERVICE PLAN

Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>PID Bonds</i>						
Principal		\$ 150,000.00	\$ 170,000.00	\$ 191,000.00	\$ 213,000.00	\$ 237,000.00
Interest		428,936.26	422,373.76	414,936.26	406,580.00	397,261.26
Capitalized Interest		-	-	-	-	-
	(1)	\$ 578,936.26	\$ 592,373.76	\$ 605,936.26	\$ 619,580.00	\$ 634,261.26
Annual Collection Costs	(2)	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29	\$ 44,163.23
Additional Interest	(3)	\$ 43,895.00	\$ 43,145.00	\$ 42,295.00	\$ 41,340.00	\$ 40,275.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 663,631.26</b>	<b>\$ 677,134.76</b>	<b>\$ 690,679.58</b>	<b>\$ 704,217.29</b>	<b>\$ 718,699.49</b>

## EXHIBIT D – SOURCES AND USES

Sources of Funds		
PID Bonds	\$	8,779,000
Owner Contribution	\$	479,615
<b>Total Sources</b>	<b>\$</b>	<b>9,258,615</b>
Uses of Funds		
Authorized Improvements	\$	7,568,658
	\$	7,568,658
<i>Bond Issuance Costs &amp; District Formation Expenses</i>		
Debt Service Reserve Fund	\$	877,900
Capitalized Interest		72,681
Underwriter's Discount		263,370
Cost of Issuance		436,006
District Formation Expenses		40,000
	\$	1,689,957
<b>Total Uses</b>	<b>\$</b>	<b>9,258,615</b>

## EXHIBIT E-1 – ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Annual Installment Due	
			Outstanding Assessment	1/31/2023
R182878	BLOCK A, Lot 1	Non-Benefitted	\$ -	\$ -
R182879	BLOCK A, Lot 2	2	\$ 40,124.61	\$ 3,033.14
R182880	BLOCK A, Lot 3	2	\$ 40,124.61	\$ 3,033.14
R182881	BLOCK A, Lot 4	2	\$ 40,124.61	\$ 3,033.14
R182882	BLOCK A, Lot 5	2	\$ 40,124.61	\$ 3,033.14
R182883	BLOCK A, Lot 6	2	\$ 40,124.61	\$ 3,033.14
R182884	BLOCK A, Lot 7	2	\$ 40,124.61	\$ 3,033.14
R182885	BLOCK A, Lot 8	2	\$ 40,124.61	\$ 3,033.14
R182886	BLOCK A, Lot 9	2	\$ 40,124.61	\$ 3,033.14
R182887	BLOCK A, Lot 10	2	\$ 40,124.61	\$ 3,033.14
R182888	BLOCK A, Lot 11	2	\$ 40,124.61	\$ 3,033.14
R182889	BLOCK A, Lot 12	2	\$ 40,124.61	\$ 3,033.14
R182890	BLOCK A, Lot 13	2	\$ 40,124.61	\$ 3,033.14
R182891	BLOCK A, Lot 14	3	\$ 47,699.23	\$ 3,605.73
R182892	BLOCK A, Lot 15	Non-Benefitted	\$ -	\$ -
R182893	BLOCK B, Lot 1	2	\$ 40,124.61	\$ 3,033.14
R182894	BLOCK B, Lot 2	2	\$ 40,124.61	\$ 3,033.14
R182895	BLOCK B, Lot 3	2	\$ 40,124.61	\$ 3,033.14
R182896	BLOCK B, Lot 4	2	\$ 40,124.61	\$ 3,033.14
R182897	BLOCK B, Lot 5	2	\$ 40,124.61	\$ 3,033.14
R182898	BLOCK B, Lot 6	2	\$ 40,124.61	\$ 3,033.14
R182899	BLOCK B, Lot 7	2	\$ 40,124.61	\$ 3,033.14
R182900	BLOCK B, Lot 8	2	\$ 40,124.61	\$ 3,033.14
R182901	BLOCK B, Lot 9	2	\$ 40,124.61	\$ 3,033.14
R182902	BLOCK B, Lot 10	2	\$ 40,124.61	\$ 3,033.14
R182903	BLOCK B, Lot 11	3	\$ 47,699.23	\$ 3,605.73
R182904	BLOCK B, Lot 12	3	\$ 47,699.23	\$ 3,605.73
R182905	BLOCK B, Lot 13	3	\$ 47,699.23	\$ 3,605.73
R182906	BLOCK B, Lot 14	3	\$ 47,699.23	\$ 3,605.73
R182907	BLOCK B, Lot 15	3	\$ 47,699.23	\$ 3,605.73
R182908	BLOCK B, Lot 16	Non-Benefitted	\$ -	\$ -
R182909	BLOCK B, Lot 17	3	\$ 47,699.23	\$ 3,605.73
R182910	BLOCK B, Lot 18	3	\$ 47,699.23	\$ 3,605.73
R182911	BLOCK C, Lot 1	1	\$ 33,458.23	\$ 2,529.21
R182912	BLOCK C, Lot 2	1	\$ 33,458.23	\$ 2,529.21
R182913	BLOCK C, Lot 3	1	\$ 33,458.23	\$ 2,529.21
R182914	BLOCK C, Lot 4	1	\$ 33,458.23	\$ 2,529.21
R182915	BLOCK C, Lot 5	2	\$ 40,124.61	\$ 3,033.14
R182916	BLOCK C, Lot 6	2	\$ 40,124.61	\$ 3,033.14
R182917	BLOCK C, Lot 7	3	\$ 47,699.23	\$ 3,605.73

Property ID	Legal Description	Lot Type	Annual Installment Due		
			Outstanding Assessment	1/31/2023	
R182918	BLOCK C, Lot 8	2	\$ 40,124.61	\$	3,033.14
R182919	BLOCK C, Lot 9	2	\$ 40,124.61	\$	3,033.14
R182920	BLOCK C, Lot 10	2	\$ 40,124.61	\$	3,033.14
R182921	BLOCK C, Lot 11	2	\$ 40,124.61	\$	3,033.14
R182922	BLOCK C, Lot 12	3	\$ 47,699.23	\$	3,605.73
R182923	BLOCK C, Lot 13	3	\$ 47,699.23	\$	3,605.73
R182924	BLOCK C, Lot 14	2	\$ 40,124.61	\$	3,033.14
R182925	BLOCK C, Lot 15	2	\$ 40,124.61	\$	3,033.14
R182926	BLOCK C, Lot 16	2	\$ 40,124.61	\$	3,033.14
R182927	BLOCK C, Lot 17	2	\$ 40,124.61	\$	3,033.14
R182928	BLOCK C, Lot 18	3	\$ 47,699.23	\$	3,605.73
R182929	BLOCK C, Lot 19	2	\$ 40,124.61	\$	3,033.14
R182930	BLOCK C, Lot 20	2	\$ 40,124.61	\$	3,033.14
R182931	BLOCK C, Lot 21	1	\$ 33,458.23	\$	2,529.21
R182932	BLOCK C, Lot 22	1	\$ 33,458.23	\$	2,529.21
R182933	BLOCK C, Lot 23	1	\$ 33,458.23	\$	2,529.21
R182934	BLOCK C, Lot 24	1	\$ 33,458.23	\$	2,529.21
R182935	BLOCK D, Lot 1	1	\$ 33,458.23	\$	2,529.21
R182936	BLOCK D, Lot 2	1	\$ 33,458.23	\$	2,529.21
R182937	BLOCK D, Lot 3	1	\$ 33,458.23	\$	2,529.21
R182938	BLOCK D, Lot 4	1	\$ 33,458.23	\$	2,529.21
R182939	BLOCK D, Lot 5	1	\$ 33,458.23	\$	2,529.21
R182940	BLOCK D, Lot 6	1	\$ 33,458.23	\$	2,529.21
R182941	BLOCK D, Lot 7	1	\$ 33,458.23	\$	2,529.21
R182942	BLOCK D, Lot 8	1	\$ 33,458.23	\$	2,529.21
R182943	BLOCK D, Lot 9	1	\$ 33,458.23	\$	2,529.21
R182944	BLOCK D, Lot 10	1	\$ 33,458.23	\$	2,529.21
R182945	BLOCK D, Lot 11	1	\$ 33,458.23	\$	2,529.21
R182946	BLOCK D, Lot 12	1	\$ 33,458.23	\$	2,529.21
R182947	BLOCK D, Lot 13	1	\$ 33,458.23	\$	2,529.21
R182948	BLOCK D, Lot 14	1	\$ 33,458.23	\$	2,529.21
R182949	BLOCK D, Lot 15	1	\$ 33,458.23	\$	2,529.21
R182950	BLOCK D, Lot 16	1	\$ 33,458.23	\$	2,529.21
R182951	BLOCK E, Lot 1	1	\$ 33,458.23	\$	2,529.21
R182952	BLOCK E, Lot 2	1	\$ 33,458.23	\$	2,529.21
R182953	BLOCK E, Lot 3	1	\$ 33,458.23	\$	2,529.21
R182954	BLOCK E, Lot 4	1	\$ 33,458.23	\$	2,529.21
R182955	BLOCK E, Lot 5	1	\$ 33,458.23	\$	2,529.21
R182956	BLOCK E, Lot 6	1	\$ 33,458.23	\$	2,529.21
R182957	BLOCK E, Lot 7	Non-Benefitted	\$ -	\$	-

Property ID	Legal Description	Lot Type	Annual Installment Due		
			Outstanding Assessment		1/31/2023
R182958	BLOCK E, Lot 8	1	\$	33,458.23	\$ 2,529.21
R182959	BLOCK E, Lot 9	1	\$	33,458.23	\$ 2,529.21
R182960	BLOCK E, Lot 10	1	\$	33,458.23	\$ 2,529.21
R182961	BLOCK E, Lot 11	1	\$	33,458.23	\$ 2,529.21
R182962	BLOCK E, Lot 12	1	\$	33,458.23	\$ 2,529.21
R182963	BLOCK E, Lot 13	1	\$	33,458.23	\$ 2,529.21
R182964	BLOCK E, Lot 14	1	\$	33,458.23	\$ 2,529.21
R182965	BLOCK E, Lot 15	1	\$	33,458.23	\$ 2,529.21
R182966	BLOCK E, Lot 16	1	\$	33,458.23	\$ 2,529.21
R182967	BLOCK E, Lot 17	1	\$	33,458.23	\$ 2,529.21
R182968	BLOCK E, Lot 18	1	\$	33,458.23	\$ 2,529.21
R182969	BLOCK E, Lot 19	1	\$	33,458.23	\$ 2,529.21
R182970	BLOCK E, Lot 20	1	\$	33,458.23	\$ 2,529.21
R182971	BLOCK E, Lot 21	1	\$	33,458.23	\$ 2,529.21
R182972	BLOCK E, Lot 22	1	\$	33,458.23	\$ 2,529.21
R182973	BLOCK E, Lot 23	1	\$	33,458.23	\$ 2,529.21
R182974	BLOCK F, Lot 1	1	\$	33,458.23	\$ 2,529.21
R182975	BLOCK F, Lot 2	1	\$	33,458.23	\$ 2,529.21
R182976	BLOCK F, Lot 3	Non-Benefitted	\$	-	\$ -
R182977	BLOCK F, Lot 4	1	\$	33,458.23	\$ 2,529.21
R182978	BLOCK F, Lot 5	1	\$	33,458.23	\$ 2,529.21
R182979	BLOCK F, Lot 6	1	\$	33,458.23	\$ 2,529.21
R182980	BLOCK F, Lot 7	1	\$	33,458.23	\$ 2,529.21
R182981	BLOCK F, Lot 8	1	\$	33,458.23	\$ 2,529.21
R182982	BLOCK F, Lot 9	1	\$	33,458.23	\$ 2,529.21
R182983	BLOCK F, Lot 10	1	\$	33,458.23	\$ 2,529.21
R182984	BLOCK F, Lot 11	1	\$	33,458.23	\$ 2,529.21
R182985	BLOCK F, Lot 12	1	\$	33,458.23	\$ 2,529.21
R182986	BLOCK F, Lot 13	1	\$	33,458.23	\$ 2,529.21
R182987	BLOCK F, Lot 14	1	\$	33,458.23	\$ 2,529.21
R182988	BLOCK F, Lot 15	1	\$	33,458.23	\$ 2,529.21
R182989	BLOCK F, Lot 16	1	\$	33,458.23	\$ 2,529.21
R182990	BLOCK F, Lot 17	1	\$	33,458.23	\$ 2,529.21
R182991	BLOCK F, Lot 18	1	\$	33,458.23	\$ 2,529.21
R182992	BLOCK F, Lot 19	1	\$	33,458.23	\$ 2,529.21
R182993	BLOCK F, Lot 20	1	\$	33,458.23	\$ 2,529.21
R182994	BLOCK F, Lot 21	1	\$	33,458.23	\$ 2,529.21
R182995	BLOCK F, Lot 22	1	\$	33,458.23	\$ 2,529.21
R182996	BLOCK F, Lot 23	Non-Benefitted	\$	-	\$ -
R182997	BLOCK G, Lot 1	1	\$	33,458.23	\$ 2,529.21

Property ID	Legal Description	Lot Type	Annual Installment Due		
			Outstanding Assessment	1/31/2023	
R182998	BLOCK G, Lot 2	1	\$ 33,458.23	\$	2,529.21
R182999	BLOCK G, Lot 3	1	\$ 33,458.23	\$	2,529.21
R183000	BLOCK G, Lot 4	1	\$ 33,458.23	\$	2,529.21
R183001	BLOCK G, Lot 5	1	\$ 33,458.23	\$	2,529.21
R183002	BLOCK G, Lot 6	1	\$ 33,458.23	\$	2,529.21
R183003	BLOCK G, Lot 7	1	\$ 33,458.23	\$	2,529.21
R183004	BLOCK G, Lot 8	1	\$ 33,458.23	\$	2,529.21
R183005	BLOCK G, Lot 9	1	\$ 33,458.23	\$	2,529.21
R183006	BLOCK G, Lot 10	1	\$ 33,458.23	\$	2,529.21
R183007	BLOCK G, Lot 11	1	\$ 33,458.23	\$	2,529.21
R183008	BLOCK G, Lot 12	1	\$ 33,458.23	\$	2,529.21
R183009	BLOCK G, Lot 13	1	\$ 33,458.23	\$	2,529.21
R183010	BLOCK G, Lot 14	1	\$ 33,458.23	\$	2,529.21
R183011	BLOCK G, Lot 15	1	\$ 33,458.23	\$	2,529.21
R183012	BLOCK G, Lot 16	1	\$ 33,458.23	\$	2,529.21
R183013	BLOCK H, Lot 1	3	\$ 47,699.23	\$	3,605.73
R183014	BLOCK H, Lot 2	2	\$ 40,124.61	\$	3,033.14
R183015	BLOCK H, Lot 3	2	\$ 40,124.61	\$	3,033.14
R183016	BLOCK H, Lot 4	3	\$ 47,699.23	\$	3,605.73
R183017	BLOCK H, Lot 5	2	\$ 40,124.61	\$	3,033.14
R183018	BLOCK H, Lot 6	2	\$ 40,124.61	\$	3,033.14
R183019	BLOCK H, Lot 7	3	\$ 47,699.23	\$	3,605.73
R183020	BLOCK H, Lot 8	3	\$ 47,699.23	\$	3,605.73
R183021	BLOCK H, Lot 9	2	\$ 40,124.61	\$	3,033.14
R183022	BLOCK H, Lot 10	2	\$ 40,124.61	\$	3,033.14
R183023	BLOCK H, Lot 11	3	\$ 47,699.23	\$	3,605.73
R183024	BLOCK H, Lot 12	2	\$ 40,124.61	\$	3,033.14
R183025	BLOCK H, Lot 13	2	\$ 40,124.61	\$	3,033.14
R183026	BLOCK H, Lot 14	3	\$ 47,699.23	\$	3,605.73
R183027	BLOCK H, Lot 15	Non-Benefitted	\$ -	\$	-
R183028	BLOCK I, Lot 1	3	\$ 47,699.23	\$	3,605.73
R183029	BLOCK I, Lot 2	2	\$ 40,124.61	\$	3,033.14
R183030	BLOCK I, Lot 3	2	\$ 40,124.61	\$	3,033.14
R183031	BLOCK I, Lot 4	3	\$ 47,699.23	\$	3,605.73
R183032	BLOCK I, Lot 5	2	\$ 40,124.61	\$	3,033.14
R183033	BLOCK I, Lot 6	2	\$ 40,124.61	\$	3,033.14
R183034	BLOCK I, Lot 7	3	\$ 47,699.23	\$	3,605.73
R183035	BLOCK I, Lot 8	3	\$ 47,699.23	\$	3,605.73
R183036	BLOCK I, Lot 9	3	\$ 47,699.23	\$	3,605.73
R183037	BLOCK I, Lot 10	3	\$ 47,699.23	\$	3,605.73

Property ID	Legal Description	Lot Type	Annual Installment Due		
			Outstanding Assessment	1/31/2023	
R183038	BLOCK I, Lot 11	2	\$ 40,124.61	\$	3,033.14
R183039	BLOCK I, Lot 12	2	\$ 40,124.61	\$	3,033.14
R183040	BLOCK I, Lot 13	3	\$ 47,699.23	\$	3,605.73
R183041	BLOCK I, Lot 14	2	\$ 40,124.61	\$	3,033.14
R183042	BLOCK I, Lot 15	2	\$ 40,124.61	\$	3,033.14
R183043	BLOCK I, Lot 16	3	\$ 47,699.23	\$	3,605.73
R183044	BLOCK J, Lot 1	3	\$ 47,699.23	\$	3,605.73
R183045	BLOCK J, Lot 2	2	\$ 40,124.61	\$	3,033.14
R183046	BLOCK J, Lot 3	2	\$ 40,124.61	\$	3,033.14
R183047	BLOCK J, Lot 4	2	\$ 40,124.61	\$	3,033.14
R183048	BLOCK J, Lot 5	2	\$ 40,124.61	\$	3,033.14
R183049	BLOCK J, Lot 6	2	\$ 40,124.61	\$	3,033.14
R183050	BLOCK J, Lot 7	2	\$ 40,124.61	\$	3,033.14
R183051	BLOCK J, Lot 8	2	\$ 40,124.61	\$	3,033.14
R183052	BLOCK J, Lot 9	2	\$ 40,124.61	\$	3,033.14
R183053	BLOCK J, Lot 10	2	\$ 40,124.61	\$	3,033.14
R183054	BLOCK J, Lot 11	2	\$ 40,124.61	\$	3,033.14
R183055	BLOCK J, Lot 12	2	\$ 40,124.61	\$	3,033.14
R183056	BLOCK J, Lot 13	2	\$ 40,124.61	\$	3,033.14
R183057	BLOCK J, Lot 14	2	\$ 40,124.61	\$	3,033.14
R183058	BLOCK J, Lot 15	2	\$ 40,124.61	\$	3,033.14
R183059	BLOCK J, Lot 16	2	\$ 40,124.61	\$	3,033.14
R183060	BLOCK J, Lot 17	2	\$ 40,124.61	\$	3,033.14
R183061	BLOCK J, Lot 18	2	\$ 40,124.61	\$	3,033.14
R183062	BLOCK J, Lot 19	2	\$ 40,124.61	\$	3,033.14
R183063	BLOCK J, Lot 20	2	\$ 40,124.61	\$	3,033.14
R183064	BLOCK J, Lot 21	2	\$ 40,124.61	\$	3,033.14
R183065	BLOCK J, Lot 22	Non-Benefitted	\$ -	\$	-
R183066	BLOCK K, Lot 1	1	\$ 33,458.23	\$	2,529.21
R183067	BLOCK K, Lot 2	1	\$ 33,458.23	\$	2,529.21
R183068	BLOCK K, Lot 3	1	\$ 33,458.23	\$	2,529.21
R183069	BLOCK K, Lot 4	1	\$ 33,458.23	\$	2,529.21
R183070	BLOCK K, Lot 5	1	\$ 33,458.23	\$	2,529.21
R183071	BLOCK K, Lot 6	1	\$ 33,458.23	\$	2,529.21
R183072	BLOCK K, Lot 7	Non-Benefitted	\$ -	\$	-
R183073	BLOCK K, Lot 8	1	\$ 33,458.23	\$	2,529.21
R183074	BLOCK K, Lot 9	1	\$ 33,458.23	\$	2,529.21
R183075	BLOCK K, Lot 10	1	\$ 33,458.23	\$	2,529.21
R183076	BLOCK K, Lot 11	1	\$ 33,458.23	\$	2,529.21
R183077	BLOCK K, Lot 12	1	\$ 33,458.23	\$	2,529.21



Property ID	Legal Description	Lot Type	Annual Installment Due	
			Outstanding Assessment	1/31/2023
R183078	BLOCK K, Lot 13	1	\$ 33,458.23	\$ 2,529.21
R183079	BLOCK K, Lot 14	1	\$ 33,458.23	\$ 2,529.21
R183080	BLOCK K, Lot 15	1	\$ 33,458.23	\$ 2,529.21
R183081	BLOCK K, Lot 16	1	\$ 33,458.23	\$ 2,529.21
R183082	BLOCK K, Lot 17	1	\$ 33,458.23	\$ 2,529.21
R183083	BLOCK L, Lot 1	1	\$ 33,458.23	\$ 2,529.21
R183084	BLOCK L, Lot 2	1	\$ 33,458.23	\$ 2,529.21
R183085	BLOCK L, Lot 3	1	\$ 33,458.23	\$ 2,529.21
R183086	BLOCK L, Lot 4	1	\$ 33,458.23	\$ 2,529.21
R183087	BLOCK L, Lot 5	1	\$ 33,458.23	\$ 2,529.21
R183088	BLOCK L, Lot 6	1	\$ 33,458.23	\$ 2,529.21
R183089	BLOCK L, Lot 7	1	\$ 33,458.23	\$ 2,529.21
R183090	BLOCK L, Lot 8	1	\$ 33,458.23	\$ 2,529.21
R183091	BLOCK L, Lot 9	1	\$ 33,458.23	\$ 2,529.21
R183092	BLOCK L, Lot 10	1	\$ 33,458.23	\$ 2,529.21
R183093	BLOCK M, Lot 1	2	\$ 40,124.61	\$ 3,033.14
R183094	BLOCK M, Lot 2	2	\$ 40,124.61	\$ 3,033.14
R183095	BLOCK M, Lot 3	3	\$ 47,699.23	\$ 3,605.73
R183096	BLOCK M, Lot 4	3	\$ 47,699.23	\$ 3,605.73
R183097	BLOCK M, Lot 5	3	\$ 47,699.23	\$ 3,605.73
R183098	BLOCK M, Lot 6	3	\$ 47,699.23	\$ 3,605.73
R183099	BLOCK M, Lot 7	3	\$ 47,699.23	\$ 3,605.73
R183100	BLOCK M, Lot 8	3	\$ 47,699.23	\$ 3,605.73
R183101	BLOCK M, Lot 9	3	\$ 47,699.23	\$ 3,605.73
R183102	BLOCK M, Lot 10	2	\$ 40,124.61	\$ 3,033.14
R183103	BLOCK M, Lot 11	2	\$ 40,124.61	\$ 3,033.14
R183104	BLOCK M, Lot 12	2	\$ 40,124.61	\$ 3,033.14
R183105	BLOCK M, Lot 13	2	\$ 40,124.61	\$ 3,033.14
R183106	BLOCK M, Lot 14	Non-Benefitted	\$ -	\$ -
R183107	BLOCK H, Lot 16	4	\$ 460,808.45	\$ 34,833.91
R183108	BLOCK N, Lot 1	Non-Benefitted	\$ -	\$ -
R183109	BLOCK O, Lot 1	Non-Benefitted	\$ -	\$ -
R183110	BLOCK P, Lot 1	Non-Benefitted	\$ -	\$ -
R183111	BLOCK Q, Lot 1	Non-Benefitted	\$ -	\$ -
<b>Total</b>			<b>\$ 8,779,000.00</b>	<b>\$ 663,631.26</b>

*Note: Totals may not sum due to rounding.*

## EXHIBIT E-2 – PROJECTED ANNUAL INSTALLMENTS

Annual Installment Due 1/31	PID Bonds				Annual Collection	
	Principal	Interest [a]	Capitalized Interest	Additional Interest	Costs	Annual Installment
2023	\$ 150,000.00	\$ 428,936.26	\$ -	\$ 43,895.00	\$ 40,800.00	\$ 663,631.26
2024	\$ 170,000.00	\$ 422,373.76	\$ -	\$ 43,145.00	\$ 41,616.00	\$ 677,134.76
2025	\$ 191,000.00	\$ 414,936.26	\$ -	\$ 42,295.00	\$ 42,448.32	\$ 690,679.58
2026	\$ 213,000.00	\$ 406,580.00	\$ -	\$ 41,340.00	\$ 43,297.29	\$ 704,217.29
2027	\$ 237,000.00	\$ 397,261.26	\$ -	\$ 40,275.00	\$ 44,163.23	\$ 718,699.49
2028	\$ 262,000.00	\$ 386,892.50	\$ -	\$ 39,090.00	\$ 45,046.50	\$ 733,029.00
2029	\$ 289,000.00	\$ 374,447.50	\$ -	\$ 37,780.00	\$ 45,947.43	\$ 747,174.93
2030	\$ 319,000.00	\$ 360,720.00	\$ -	\$ 36,335.00	\$ 46,866.38	\$ 762,921.38
2031	\$ 350,000.00	\$ 345,567.50	\$ -	\$ 34,740.00	\$ 47,803.70	\$ 778,111.20
2032	\$ 383,000.00	\$ 328,942.50	\$ -	\$ 32,990.00	\$ 48,759.78	\$ 793,692.28
2033	\$ 418,000.00	\$ 310,750.00	\$ -	\$ 31,075.00	\$ 49,734.97	\$ 809,559.97
2034	\$ 456,000.00	\$ 289,850.00	\$ -	\$ 28,985.00	\$ 50,729.67	\$ 825,564.67
2035	\$ 496,000.00	\$ 267,050.00	\$ -	\$ 26,705.00	\$ 51,744.27	\$ 841,499.27
2036	\$ 540,000.00	\$ 242,250.00	\$ -	\$ 24,225.00	\$ 52,779.15	\$ 859,254.15
2037	\$ 585,000.00	\$ 215,250.00	\$ -	\$ 21,525.00	\$ 53,834.73	\$ 875,609.73
2038	\$ 634,000.00	\$ 186,000.00	\$ -	\$ 18,600.00	\$ 54,911.43	\$ 893,511.43
2039	\$ 686,000.00	\$ 154,300.00	\$ -	\$ 15,430.00	\$ 56,009.66	\$ 911,739.66
2040	\$ 741,000.00	\$ 120,000.00	\$ -	\$ 12,000.00	\$ 57,129.85	\$ 930,129.85
2041	\$ 799,000.00	\$ 82,950.00	\$ -	\$ 8,295.00	\$ 58,272.45	\$ 948,517.45
2042	\$ 860,000.00	\$ 43,000.00	\$ -	\$ 4,300.00	\$ 59,437.90	\$ 966,737.90
<b>Total</b>	<b>\$ 8,779,000.00</b>	<b>\$ 5,778,057.54</b>	<b>\$ -</b>	<b>\$ 583,025.00</b>	<b>\$ 991,332.69</b>	<b>\$ 16,131,415.23</b>

**Notes:**

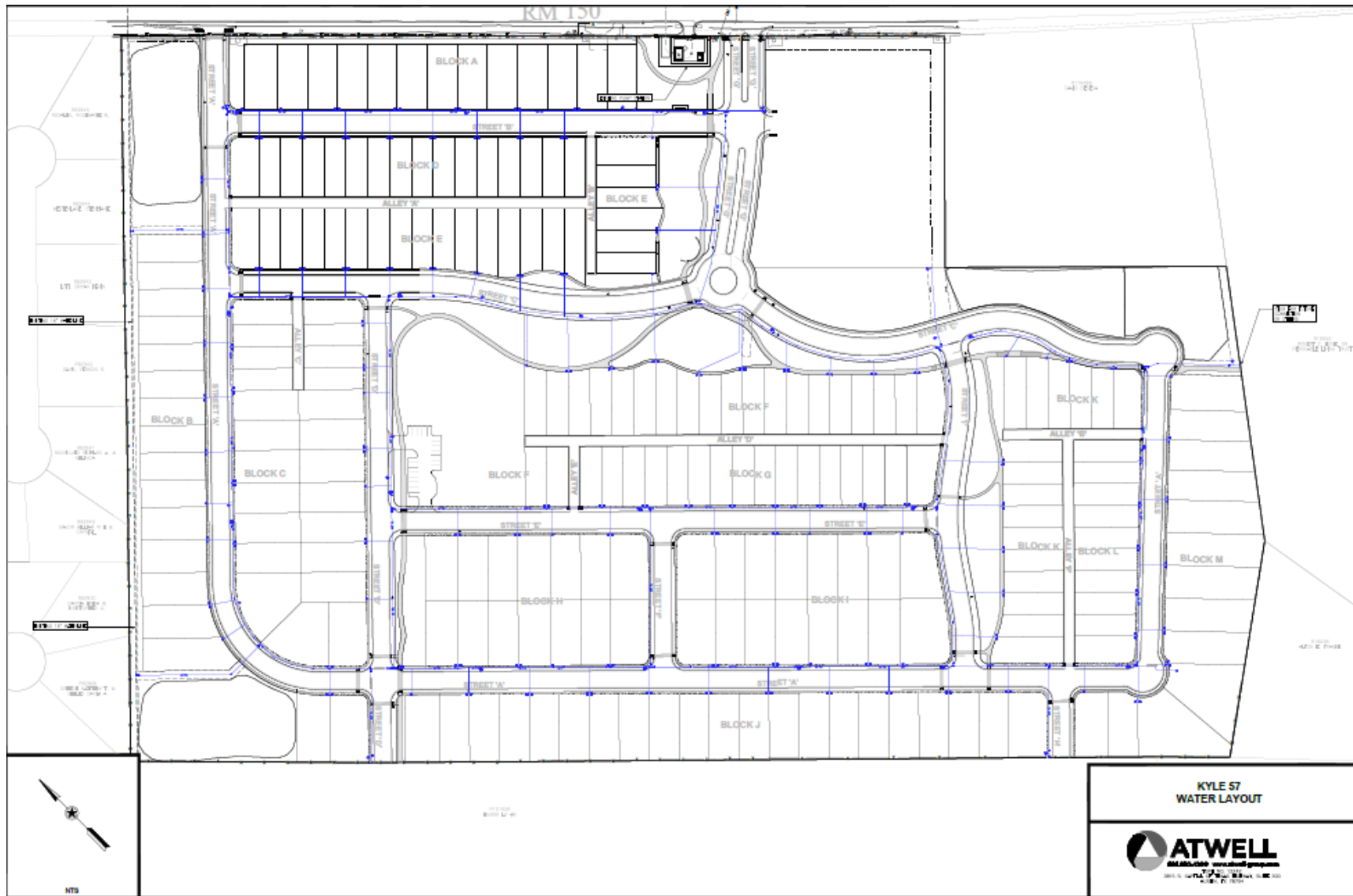
[a] Interest is calculated at the actual PID Bond interest rate.

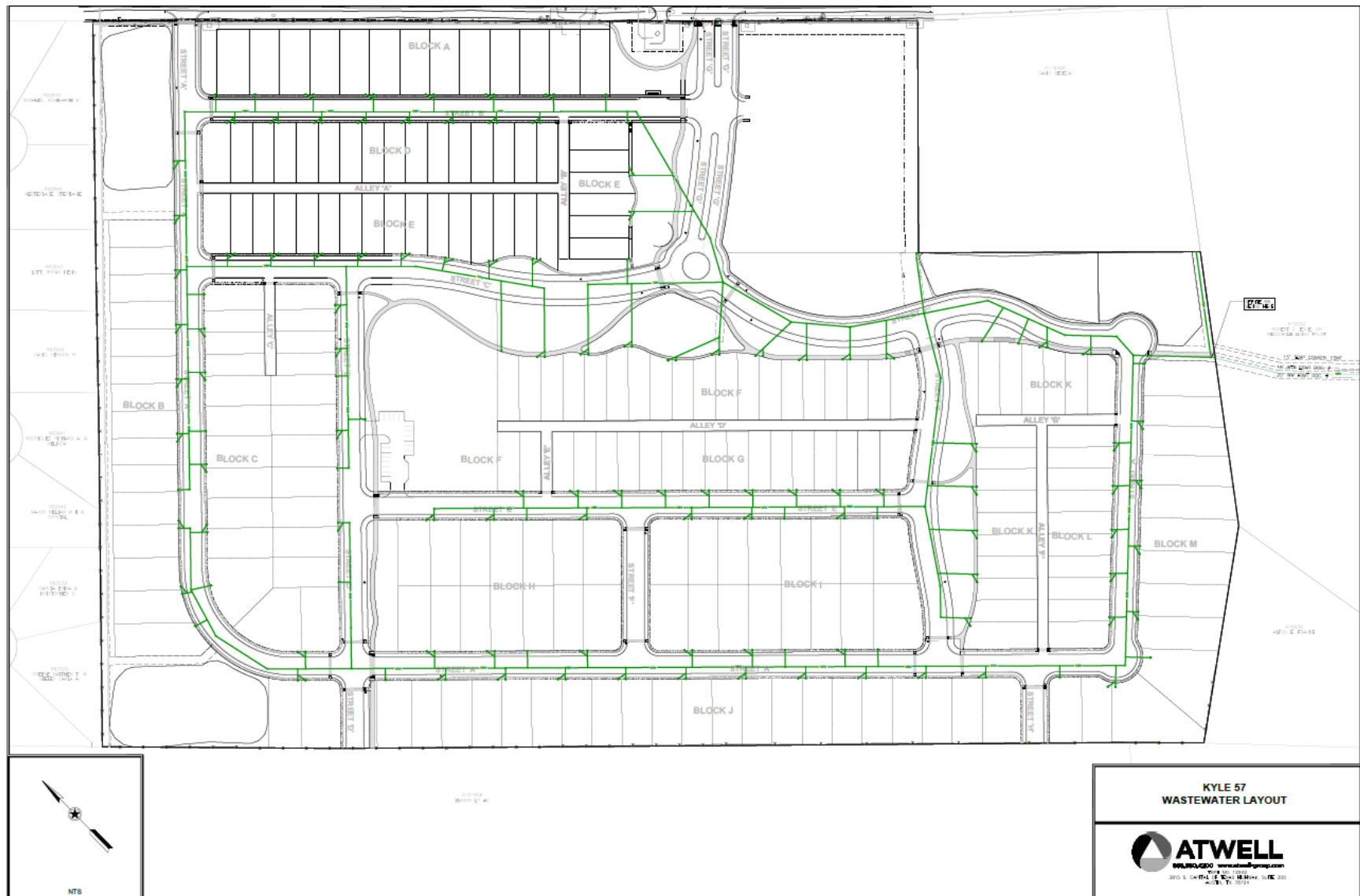
*The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT F – MAXIMUM ASSESSMENT

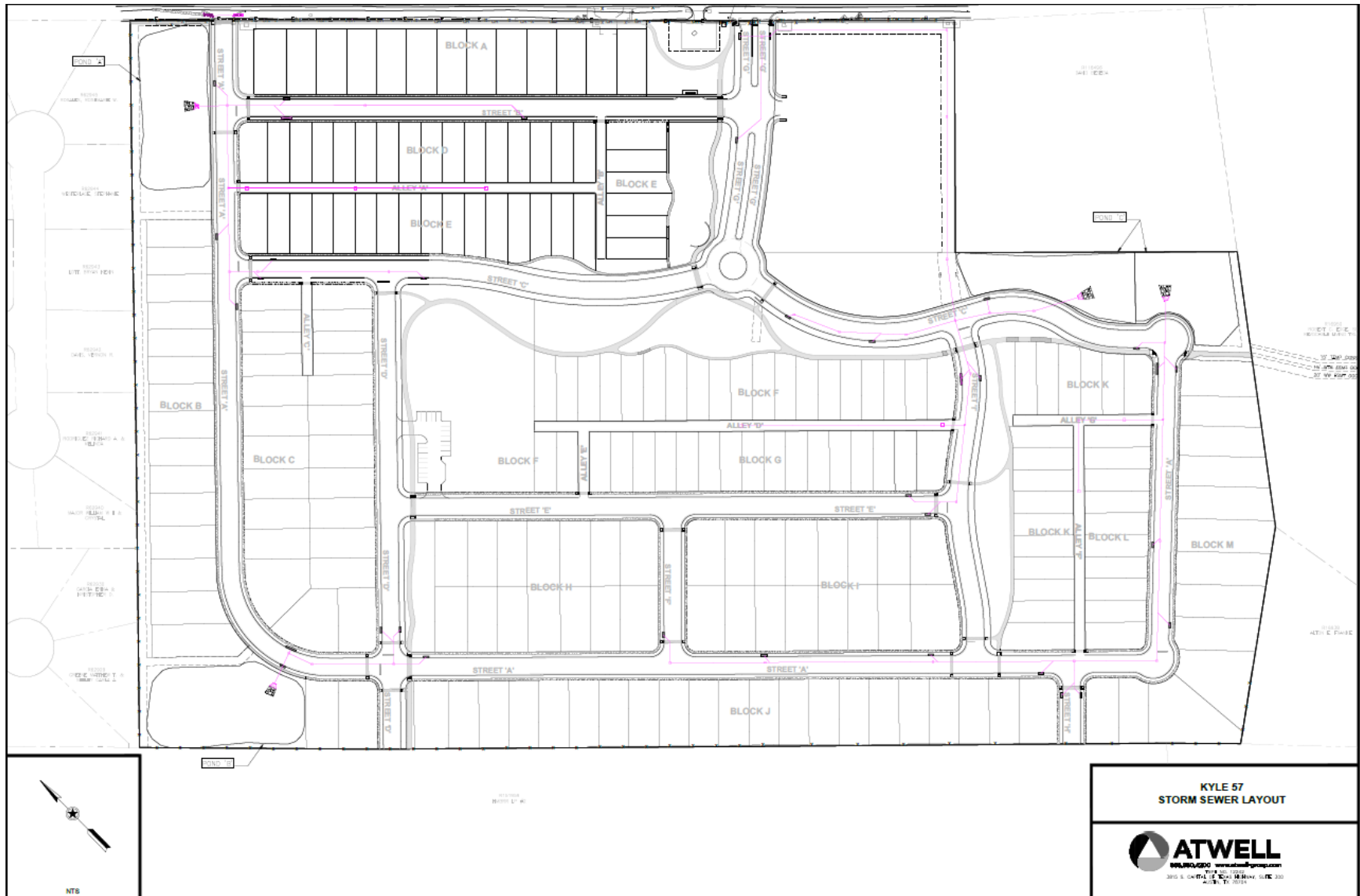
Lot Type	Units/Square Feet	Estimated Buildout Value per Unit/Square Foot	Total Estimated Buildout Value	Assessment	1st Year Annual Installment	Assessment per Unit/Square Foot	Maximum Assessment Per Unit/Square Foot	1st Year Annual Installment Per Unit/Square Foot	Tax Rate Equivalent
Lot Type 1 (40')	109	\$ 494,186	\$ 53,866,274	\$ 3,646,947	\$ 275,684	\$ 33,458.23	\$ 33,458.23	\$ 2,529.21	\$ 0.5118
Lot Type 2 (55')	76	\$ 592,650	\$ 45,041,400	\$ 3,049,470	\$ 230,519	\$ 40,124.61	\$ 40,124.61	\$ 3,033.14	\$ 0.5118
Lot Type 3 (60')	34	\$ 704,529	\$ 23,953,986	\$ 1,621,774	\$ 122,595	\$ 47,699.23	\$ 47,699.23	\$ 3,605.73	\$ 0.5118
Lot Type 4 (Commercial)	41,250	\$ 165	\$ 6,806,250	\$ 460,808	\$ 34,834	\$ 11.17	\$ 11.17	\$ 0.84	\$ 0.5118
<b>Total</b>			<b>\$ 129,667,910</b>	<b>\$ 8,779,000</b>	<b>\$ 663,631</b>				<b>\$ 0.5118</b>

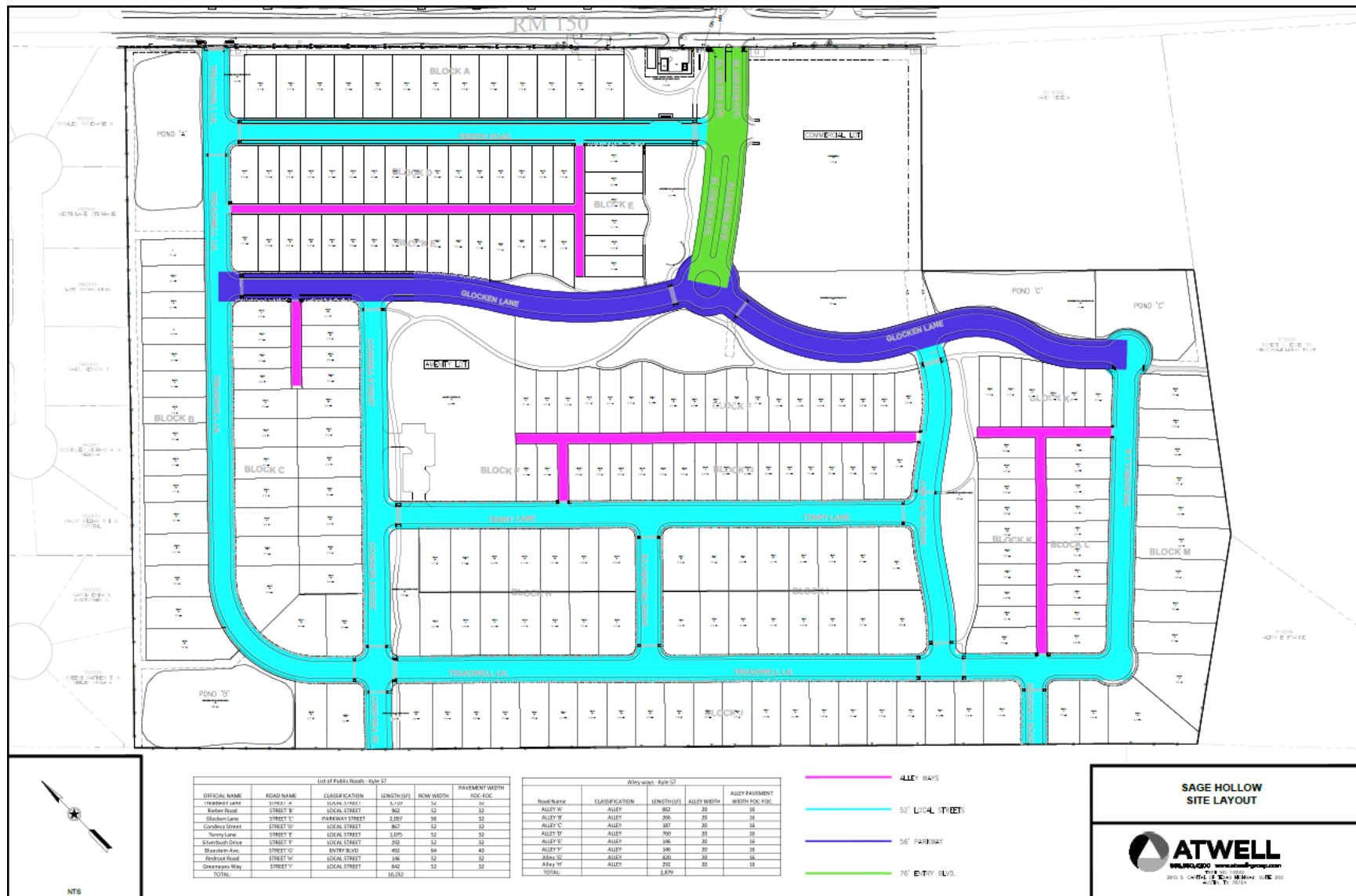
## EXHIBIT G – MAPS OF AUTHORIZED IMPROVEMENTS



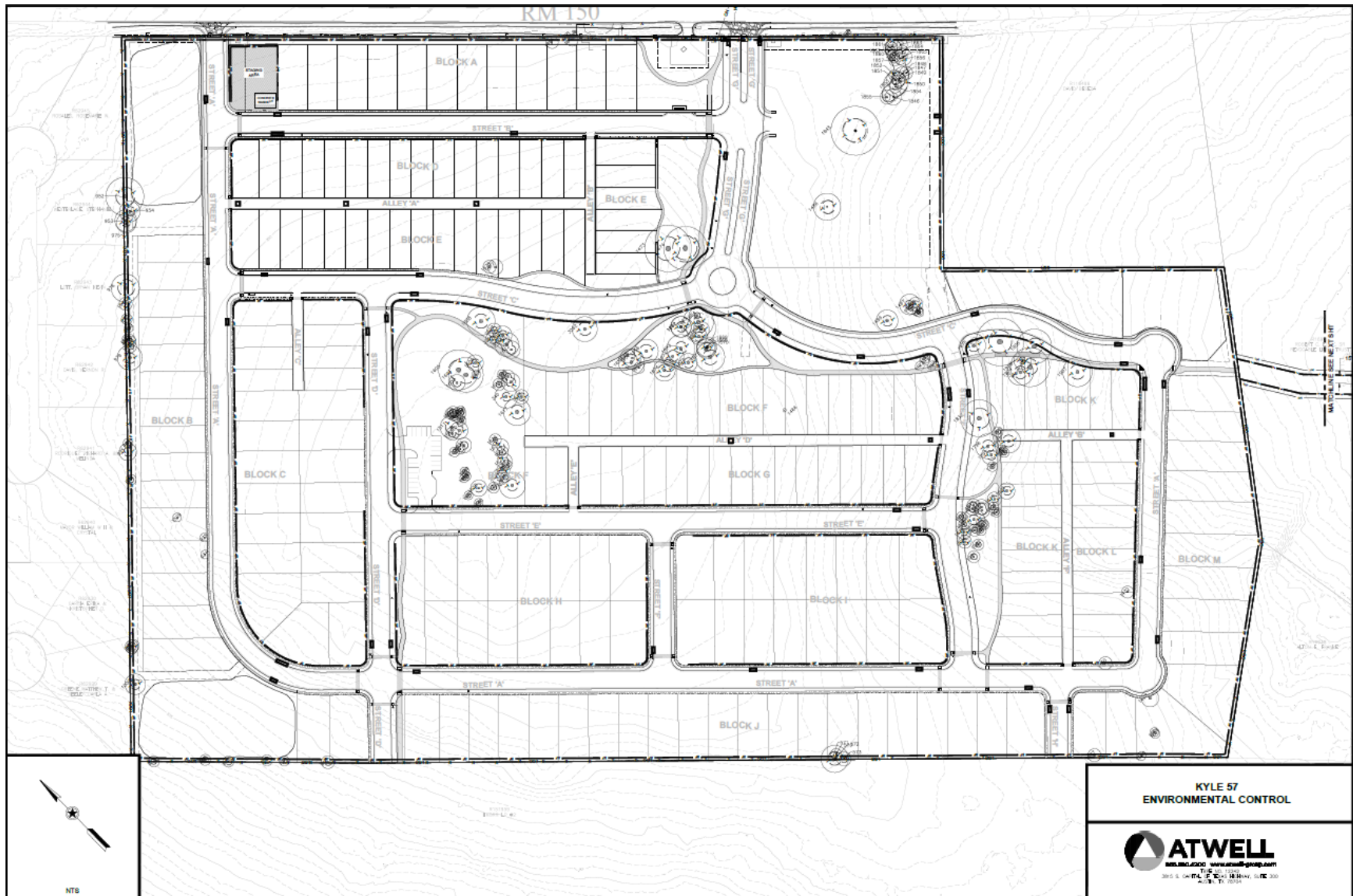


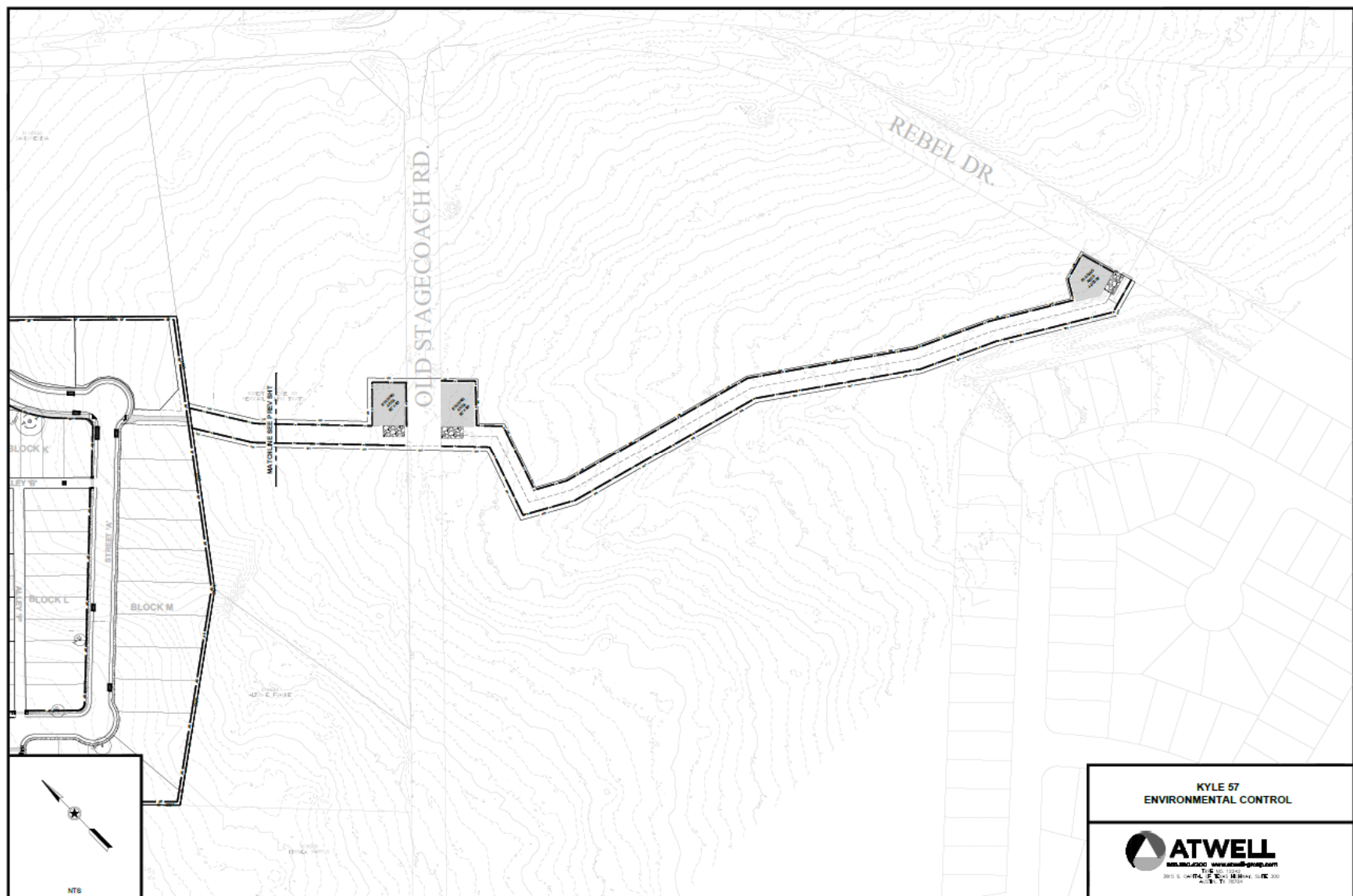












## EXHIBIT H – NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Hays County Clerk's Office  
Honorable [County Clerk Name]  
Hays Government Center  
712 S. Stagecoach Trail  
San Marcos, TX 78666

**Re: City of Kyle Lien Release documents for filing**

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

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

City of Kyle  
Attn: [City Secretary]  
100 W. Center Street  
Kyle, TX 78640

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

Sincerely,  
[Signature]

Jon Snyder  
P: (888)417-7074  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]  
100 W. Center Street  
Kyle, TX 78640**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

<b>STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
<b>COUNTY OF HAYS</b>	<b>§</b>	

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Kyle, Texas, a Texas home rule municipality.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Kyle, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about September 7, 2021, the City Council for the City, approved Resolution No. 1249, creating the Kyle 57 Public Improvement District; and

**WHEREAS**, the Kyle 57 Public Improvement District consists of approximately 57.293 contiguous acres located within the corporate limits of the City; and

**WHEREAS**, on or about \_\_\_\_\_, the City Council, approved Ordinance No. \_\_\_\_\_, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Kyle 57 Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

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

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

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Hays 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 KYLE, TEXAS,**

A Texas home rule municipality,

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS** §

§

**COUNTY OF HAYS** §

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Kyle, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT I – PID BONDS DEBT SERVICE SCHEDULE



### BOND DEBT SERVICE

City of Kyle, Texas  
 Special Assessment Revenue Bonds, Series 2022  
 (Kyle S7 Public Improvement District)  
 Callable 9/1/2032 @ Par  
 \*\*\*Final Numbers; Subject to Council Approval\*\*\*

Period Ending	Principal	Interest	Debt Service
09/30/2022		72,680.86	72,680.86
09/30/2023	150,000	428,936.26	578,936.26
09/30/2024	170,000	422,373.76	592,373.76
09/30/2025	191,000	414,936.26	605,936.26
09/30/2026	213,000	406,580.00	619,580.00
09/30/2027	237,000	397,261.26	634,261.26
09/30/2028	262,000	386,892.50	648,892.50
09/30/2029	289,000	374,447.50	663,447.50
09/30/2030	319,000	360,720.00	679,720.00
09/30/2031	350,000	345,567.50	695,567.50
09/30/2032	383,000	328,942.50	711,942.50
09/30/2033	418,000	310,750.00	728,750.00
09/30/2034	456,000	289,850.00	745,850.00
09/30/2035	496,000	267,050.00	763,050.00
09/30/2036	540,000	242,250.00	782,250.00
09/30/2037	585,000	215,250.00	800,250.00
09/30/2038	634,000	186,000.00	820,000.00
09/30/2039	686,000	154,300.00	840,300.00
09/30/2040	741,000	120,000.00	861,000.00
09/30/2041	799,000	82,950.00	881,950.00
09/30/2042	860,000	43,000.00	903,000.00
	8,779,000	5,850,738.40	14,629,738.40

Note: Final Numbers.



## EXHIBIT J – DISTRICT LEGAL DESCRIPTION

### DESCRIPTION:

#### PROPERTY DESCRIPTION

BEING 57.293 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS SURVEY, ABSTRACT 360 IN HAYS COUNTY, TEXAS AND BEING THE SAME LAND AS A CALLED 57.260 ACRE TRACT DESCRIBED IN A IN VOLUME 3416, PAGE 791, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 57.293 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NAD83 4204.

BEGINNING at an iron rod with aluminum cap stamped "PRO TECH ENG." found on the southwesterly line of FM 150 for the east corner of Quail Meadows Subdivision, as recorded in Cabinet 7, Slide 47 of the Plat Records of Hays County, Texas, said point being the northeast corner of the herein described tract;

THENCE, with said southwesterly line of FM 150, the following courses and distances:

1. S46°07'35"E, for a distance of 1415.01 feet to a TxDOT Type 1 monument found for the beginning of a curve to the left;
2. with said curve to the left an arc length of 95.70 feet, said curve having a radius of 5769.65 feet, a central angle of 00°57'01", and having long chord which bears S46°31'52"E, for a distance of 95.70 feet to An iron rod with cap (unreadable) found for the north corner of a called 4.847 acre tract as described in Document No. 17041944, O.P.R.H.C.T. ;

THENCE, with the line common to said 57.260 acre tract and said 4.847 acre tract, the following courses and distances:

BA

1. S43°40'27"W, for a distance of 425.23 feet to an iron rod with cap stamped "LAI" found for the westerly corner of said 4.847 acre tract;
2. S46°20'32"E, for a distance of 516.25 feet to a ½ inch iron rod found on the northwesterly line of a call 10.00 acre tract described in Document No. 19046058, O.P.R.H.C.T.;

THENCE, with the line common to said 57.260 acre tract and said 10.00 acre tract, S35°54'59"W, for a distance of 507.96 feet to a fence post found for a west corner of said 10.00 acre tract, said point also being the north corner of a called 2.62 acre tract described in Volume 245, Page 347, O.P.R.H.C.T., and being an angle point in the southeasterly line of said 57.260 acre tract;

THENCE, with the line common to said 57.260 acre tract and said 2.62 acre tract, S52°59'34"W, for a distance of 402.16 feet to a fence corner post found on the northeasterly line of a called 9.752 acre tract described in Volume 5322, Page 1 O.P.R.H.C.T., said point being the most westerly corner of said 2.62 acre tract and the most southerly corner of said 57.260 acre tract;

THENCE, with the line common to said 9.752 acre tract and said 57.260 acre tract, N45°49'57"W, for a distance of 134.08 feet to an iron rod with aluminum cap stamped "KENT McMILLAN" found for the north corner of said 9.752 acre tract, same being the east corner of a called 608.70 acre tract described in Document No. 17034180 O.P.R.H.C.T.;


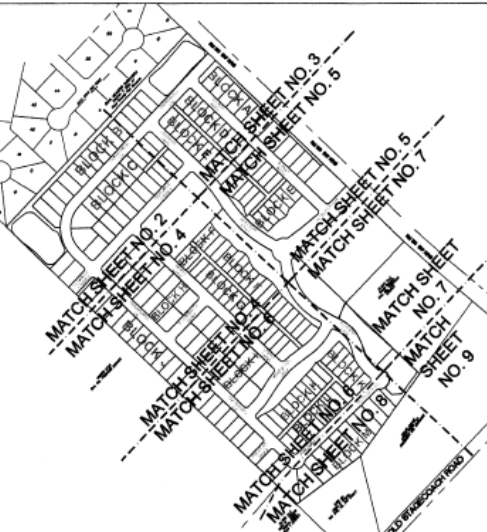

THENCE, with the line common to said 57.260 acre tract and said 608.70 acre tract, the following courses and distances:

1. N46°33'10"W, for a distance of 1447.00 feet to a fence post found for angle point;
2. N45°43'46"W, for a distance of 436.59 feet to a ½ inch iron rod found for the south corner of said Quail Meadows Subdivision;

THENCE, with the southeasterly line of said subdivision and the northwesterly line of said 57.260 acre tract, the following courses and distances:

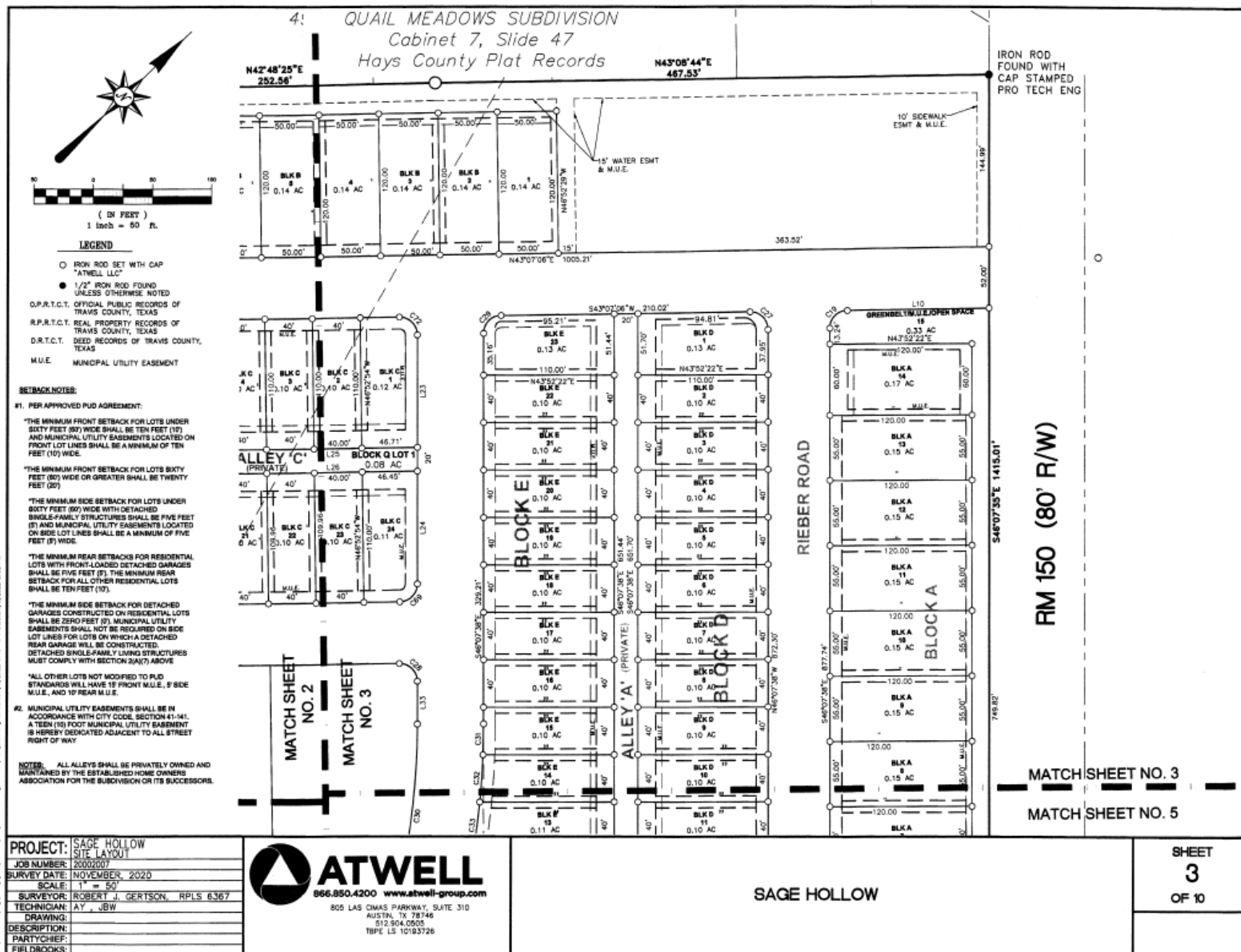
1. N43°14'17"E, for a distance of 609.84 feet to a 60d found stamped "PRO TECH ENG";
2. N42°48'25"E, for a distance of 252.56 feet to an iron rod set with cap stamped "ATWELL LLC";
3. N43°08'44"E, for a distance of 467.53 feet to the POINT OF BEGINNING and containing 57.293 acres of land, more or less.

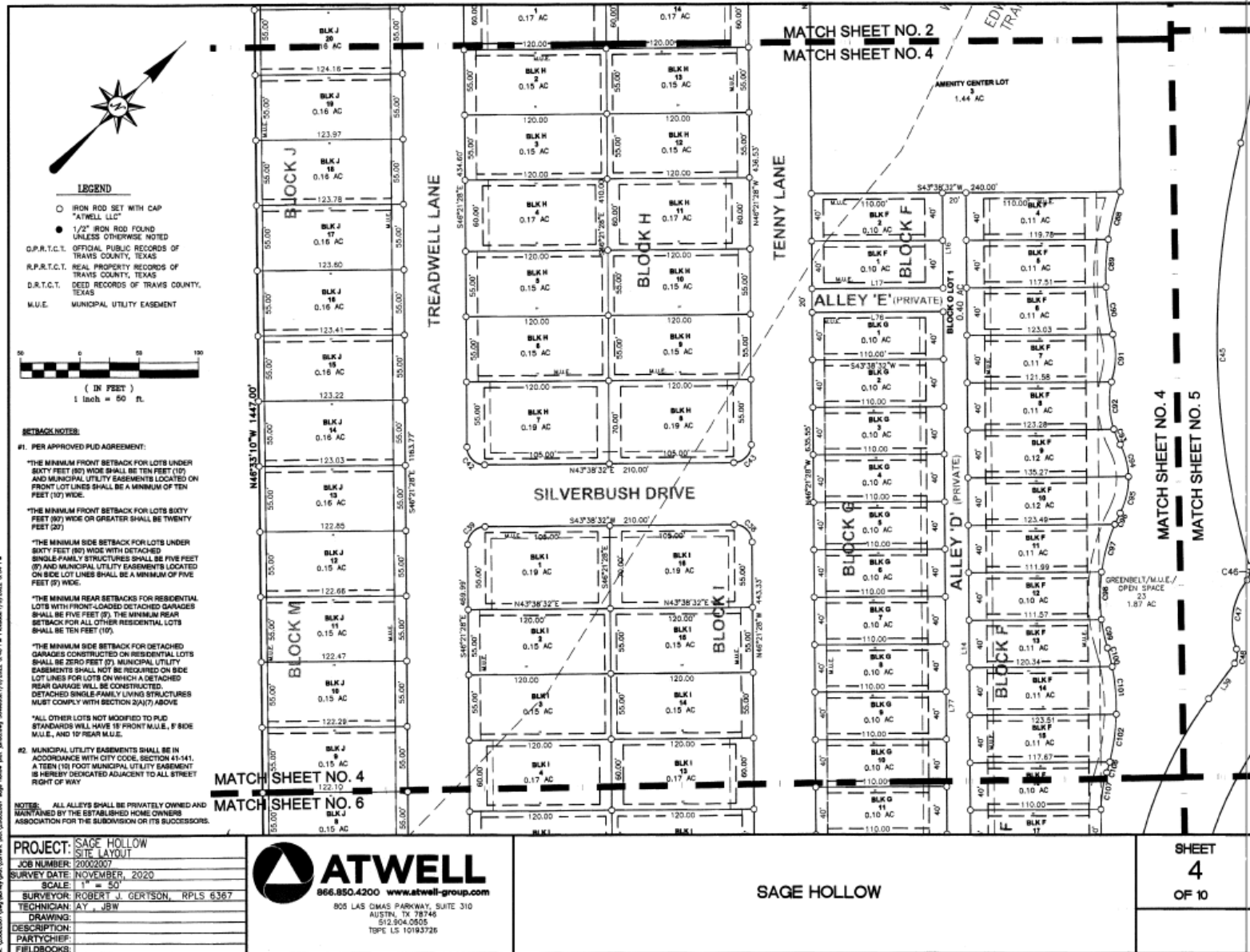
# EXHIBIT K – SAGE HOLLOW FINAL PLAT

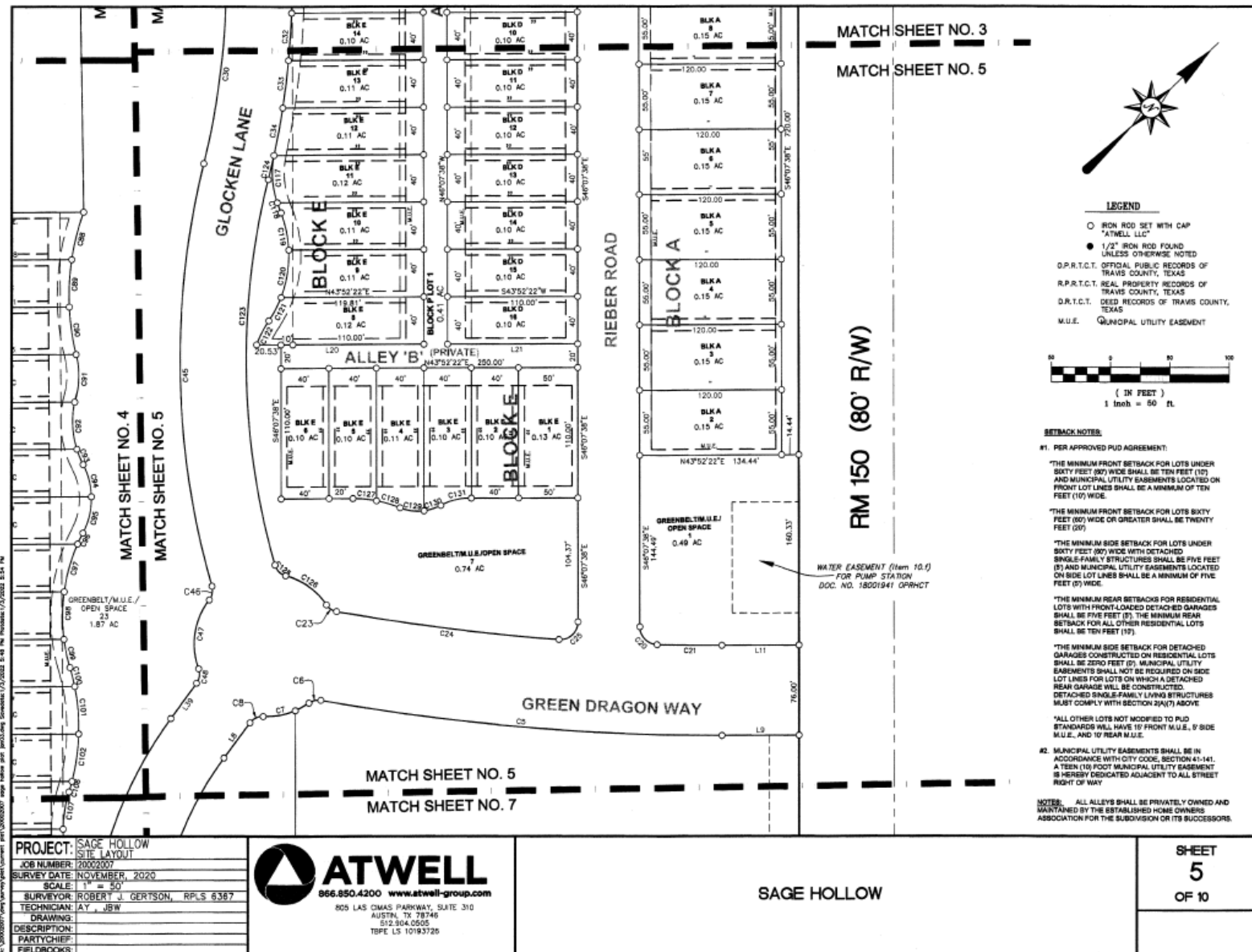
<p>STATE OF TEXAS : COUNTY OF HAYS :</p> <p>KNOW ALL MEN BY THESE PRESENTS:</p> <p>THAT <u>KYLE 57 DEVELOPMENT, INC.</u> OWNER OF 57.283 ACRES OUT OF THE SAMUEL PHARASS SURVEY, ABSTRACT 360 IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED OF RECORD IN <u>BOOK 170</u> OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBMIT 57.283 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:</p> <p>"SAGE HOLLOW"</p> <p>SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREON.</p> <p>WITNESS MY HAND THIS <u>14th</u> DAY OF <u>January</u>, 2022 A.D.</p> <p>AUSTIN, TEXAS 78748</p> <p>BY: <u>[Signature]</u> GARRETT MARTIN Kyle 57 Development, Inc.</p>	<p>STATE OF TEXAS : COUNTY OF HAYS :</p> <p>I, <u>ELAINE HANSON CARDENAS</u>, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE <u>14th</u> DAY OF <u>January</u>, 2022 A.D., THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COUNTY COMMISSIONERS COURT. <u>22-0001757</u></p> <p>WITNESS MY HAND AND SEAL OF OFFICE, THIS <u>14th</u> DAY OF <u>January</u>, 2022 A.D.</p> <p><u>[Signature]</u> ELAINE HANSON CARDENAS COUNTY CLERK HAYS COUNTY, TEXAS</p> <p>CONFERRED AND APPROVED ON THIS <u>14th</u> DAY OF <u>December</u>, 2021</p> <p><u>[Signature]</u> MICHELLE CHRISTIE CITY OF KYLE PLANNING AND ZONING COMMISSION CHAIRPERSON</p>	<p>OWNERS: MILESTONE COMMUNITY BUILDERS 3111 JOLI VILLE ROAD SUITE 111 AUSTIN, TX 78799</p> <p>ACREAGE: 57.283</p> <p>SURVEYOR: SAMUEL PHARASS SURVEY, ABSTRACT 360</p> <p>NUMBER OF LOTS: 222: RESIDENTIAL 8: GREENBELT</p> <p>DATE: FEBRUARY 25, 2021</p> <p>SURVEYOR: ROBERT J. GERTSON, RPLS 6367 ATWELL-GROUP, LLC 805 LAS CIMAS PARKWAY, SUITE 310 AUSTIN, TEXAS 78704 PHONE 512-860-3489</p> <p>ENGINEER: CONNOR J. OVERYBY, P.E. 108799 ATWELL-GROUP, LLC 805 LAS CIMAS PARKWAY, SUITE 310 AUSTIN, TEXAS 78704 PHONE 512-790-6282</p>	 <p>LOCATION MAP NOT TO SCALE</p>
<p>STATE OF TEXAS : COUNTY OF HAYS :</p> <p>BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GARRETT MARTIN 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.</p> <p>GIVEN UNDER MY HAND, THIS <u>14th</u> DAY OF <u>January</u>, 2022 A.D.</p> <p><u>[Signature]</u> NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS</p> <p>STATE OF TEXAS : COUNTY OF HAYS :</p> <p>I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE AND ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS.</p> <p>ROBERT J. GERTSON, RPLS 6367 ATWELL-GROUP, LLC 805 LAS CIMAS PARKWAY, SUITE 310 AUSTIN, TEXAS 78704</p> <p>STATE OF TEXAS : COUNTY OF HAYS :</p> <p>I, CONNOR OVERYBY, P.E. A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS FINAL PLAT IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48290-070 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR GREENBELT DRAINAGE LOTS OR EASEMENTS SHOWN ON THE ATTACHED PLAT.</p> <p>CONNOR OVERYBY, P.E. 108799 ATWELL-GROUP, LLC 805 LAS CIMAS PARKWAY, SUITE 310 AUSTIN, TEXAS 78704</p> <p>SAGE HOLLOW IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF THE CITY OF KYLE, TEXAS. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE CITY OF KYLE'S WATER AND WASTEWATER SYSTEM.</p> <p><u>[Signature]</u> HARPER WILDER, PUBLIC WORKS DIRECTOR CITY OF KYLE, TEXAS</p> <p><u>[Signature]</u> LEON BARBA, CITY ENGINEER CITY OF KYLE, TEXAS</p>		<p><b>FINAL PLAT NOTES:</b></p> <ol style="list-style-type: none"> <li>NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.</li> <li>A PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.</li> <li>THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.</li> <li>NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48290-070 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.</li> <li>ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF KYLE REQUIREMENTS AND APPROVED BY THE CITY OF KYLE AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE CITY FOR MAINTENANCE.</li> <li>STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.</li> <li>LINEAR FOOTAGE OF STREET IMPROVEMENTS: 12,336 L.F.</li> <li>THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF KYLE REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.</li> <li>NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERICED WITHIN DRAINAGE EASEMENTS.</li> <li>GREENBELT DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.</li> <li>SEWERALDS ARE REQUIRED ON BOTH SIDES OF THE STREETS, AND ALONG RM 150 AND MAINTAINED BY ADJACENT PROPERTY OWNER, PER CITY OF KYLE ORDINANCE.</li> <li>THIS SUBDIVISION IS WITHIN THE CITY OF KYLE, TEXAS.</li> <li>GAS IS PROVIDED BY CENTERPOINT ENERGY.</li> <li>TELEPHONE/CABLE PROVIDED BY SPECTRUM.</li> <li>ELECTRICITY PROVIDED BY FIDELITY ELECTRIC COMPANY.</li> <li>THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.</li> <li>WASTEWATER SERVICES IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).</li> <li>WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.</li> <li>THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.</li> <li>FOR ALL RESIDENTIAL LOTS LESS THAN 60 FEET WIDE, SAID LOTS SHALL HAVE A 16-FOOT WIDE FRONT MUNICIPAL UTILITY EASEMENT. FOR ALL LOTS AT OR WIDER THAN 60 FEET, A 16' FRONT MUNICIPAL UTILITY EASEMENT IS REQUIRED. SIDE LOT LINE MUNICIPAL UTILITY EASEMENTS SHALL BE 5' WIDE UNLESS A REAR YARD DETACHED GARAGE IS BUILT ON THE LOT LINE, AND THEN THE SIDE MUNICIPAL UTILITY EASEMENT IS ONLY REQUIRED ON ONE SIDE LOT LINE. ALL RESIDENTIAL LOTS WITH FRONT LOADED, DETACHED GARAGES WILL HAVE A 5-FOOT REAR MUNICIPAL UTILITY EASEMENT. ALL OTHER RESIDENTIAL LOTS WILL HAVE A REAR 10-FOOT MUNICIPAL UTILITY EASEMENT. EXCEPT FOR ALLEY LOADED LOTS WHICH WILL NOT REQUIRE ANY REAR MUNICIPAL UTILITY EASEMENT.</li> <li>FOR THE TWO (2), TEN (10), TWENTY-FIVE (25) AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.</li> <li>THIS SITE IS LOCATED WITHIN HAYS COUNTY ERD #6.</li> <li>NO RESIDENTIAL LOT WITHIN SAGE HOLLOW SUBDIVISION SHALL BE PERMITTED DIRECT ACCESS TO W. RM150.</li> </ol>	
<p>PROJECT: SAGE HOLLOW SITE LAYOUT</p> <p>JOB NUMBER: 2000207</p> <p>SURVEY DATE: NOVEMBER, 2020</p> <p>SCALE: 1" = 50'</p> <p>SURVEYOR: ROBERT J. GERTSON, RPLS 6367</p> <p>TECHNICIAN: JAY J. JEW</p> <p>DRAWING:</p> <p>PARTY CHIEF:</p> <p>FIELD BOOKS:</p>	 <p><b>ATWELL</b> 866.850.4200 www.atwell-group.com 805 LAS CIMAS PARKWAY, SUITE 310 AUSTIN, TX 78748 512.860.0200 TSPE LS 10193726</p>	<p>SAGE HOLLOW</p>	<p>SHEET 1 OF 10</p>



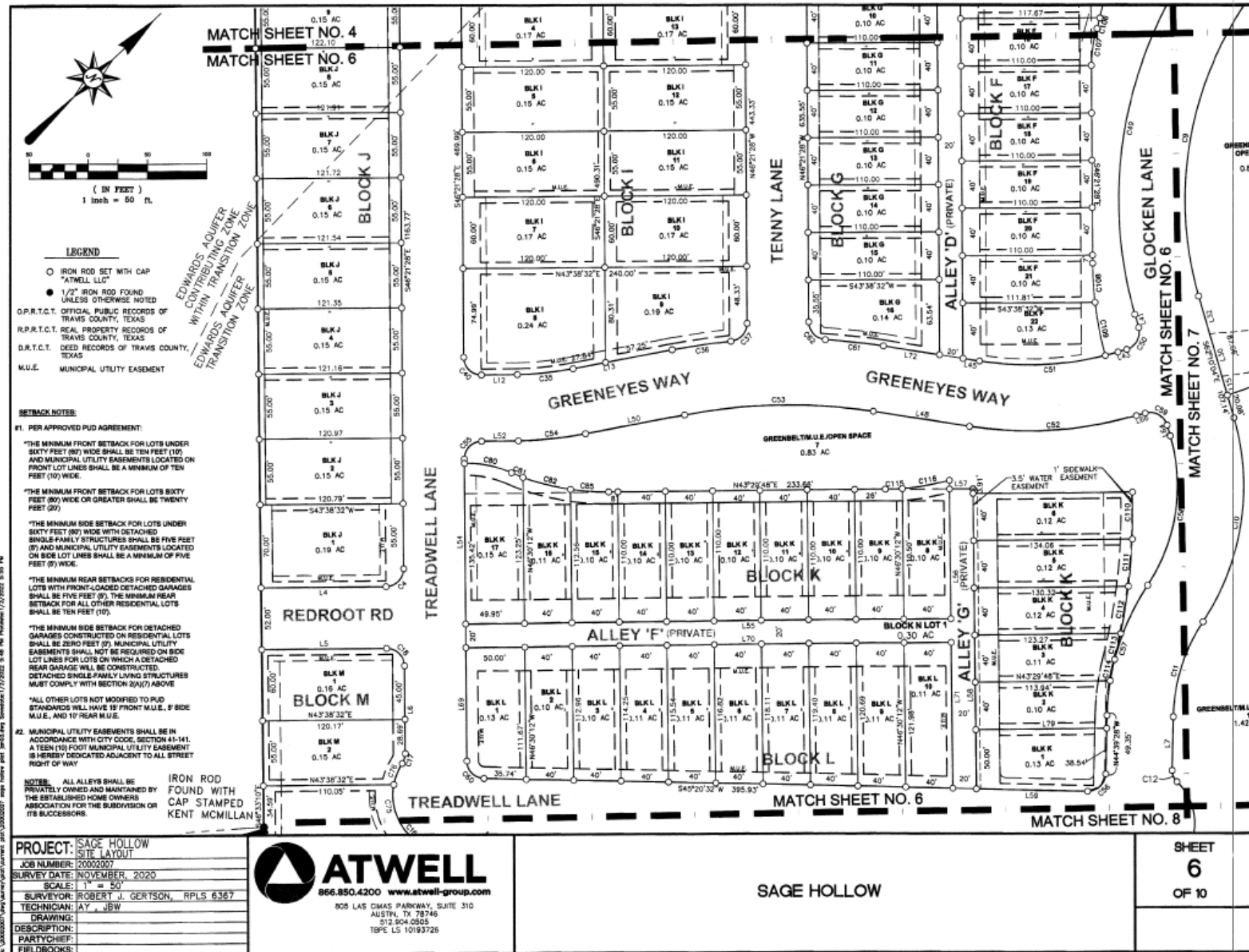


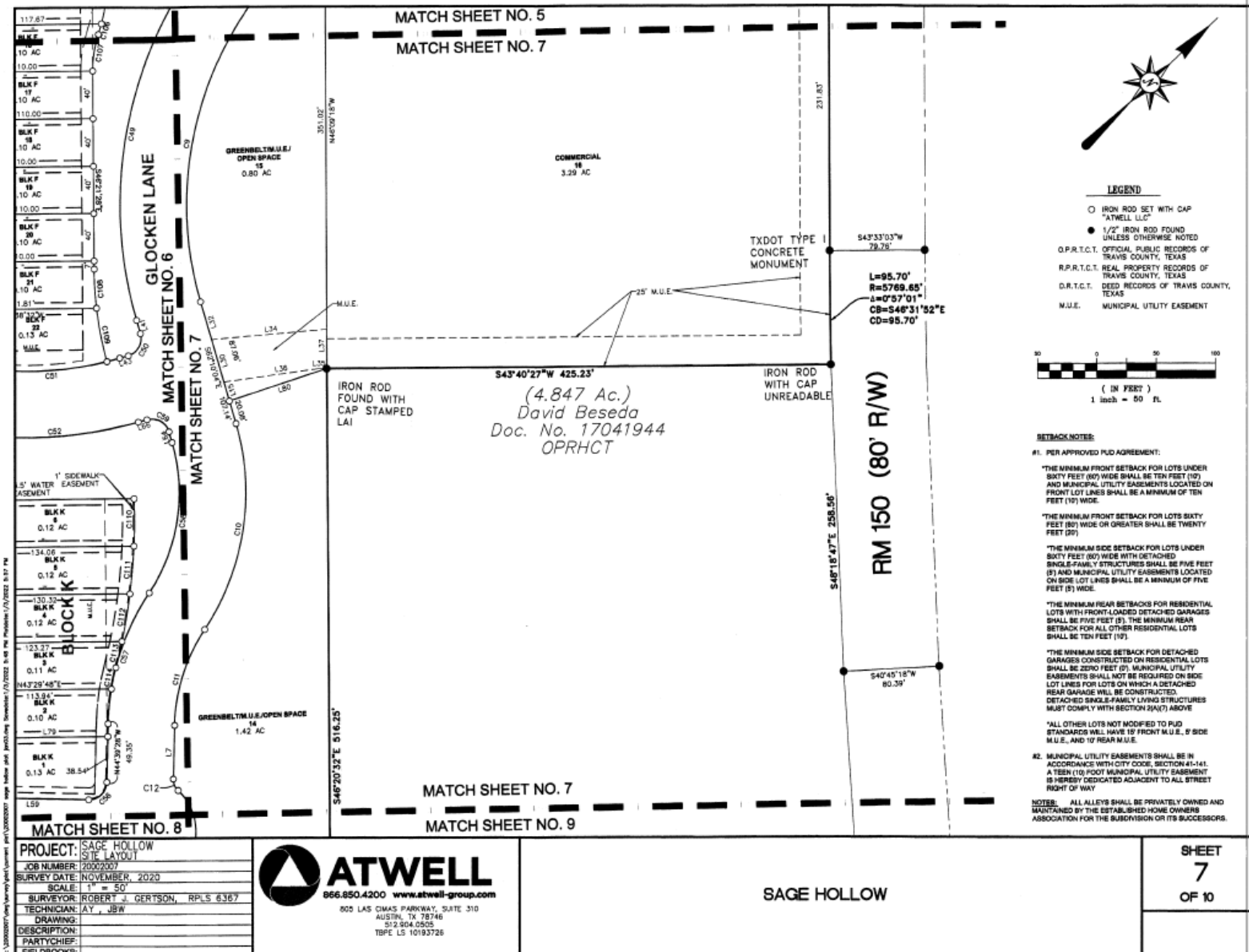




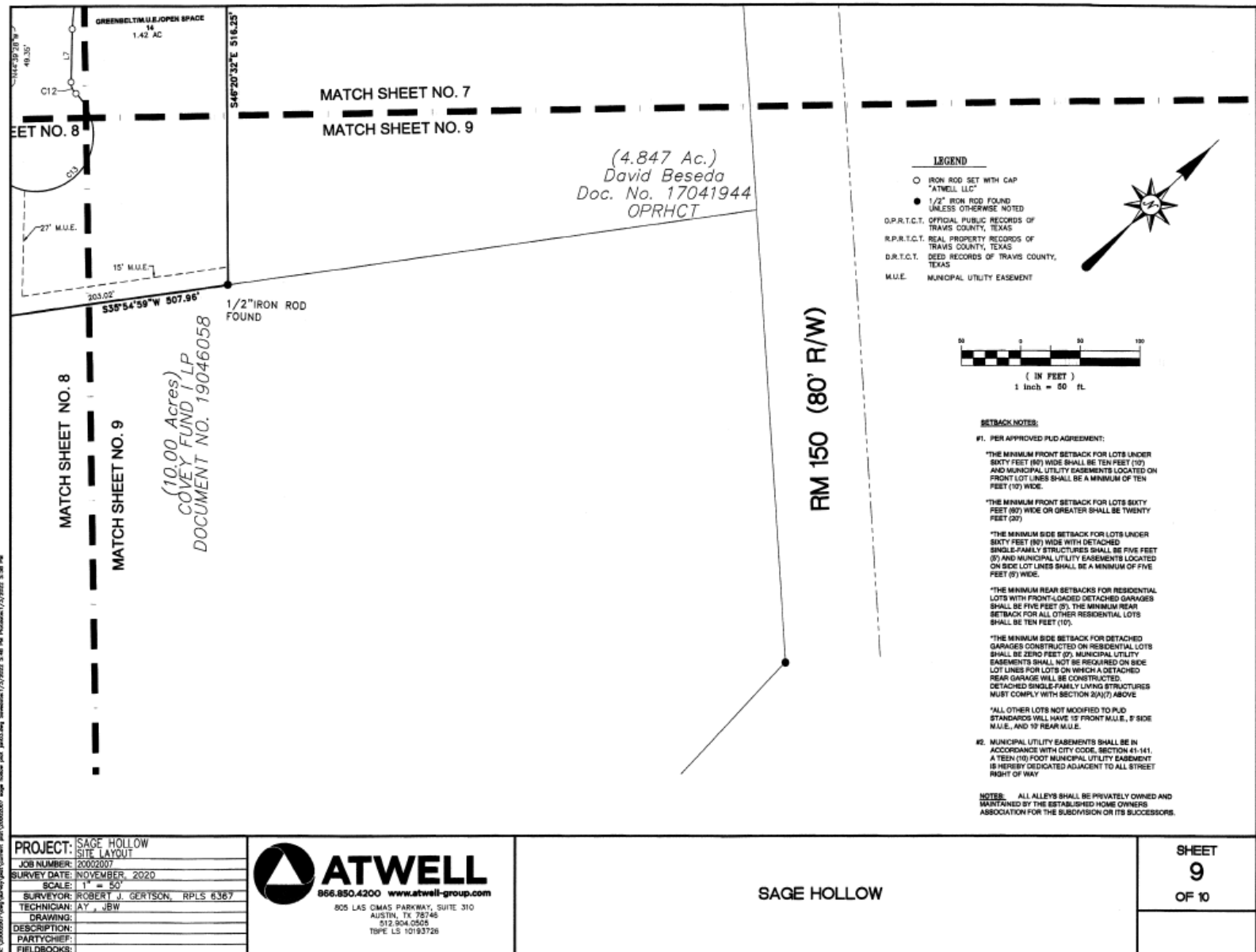















CURVE DATA TABLE						CURVE DATA TABLE						CURVE DATA TABLE						LINE DATA TABLE			LINE DATA TABLE		
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	LINE #	DIRECTION	LENGTH			
C1	89°28'26"	15.00'	23.42'	N1°37'15"W	21.12'	C40	90°24'45"	15.00'	23.67'	N89°26'10"E	21.29'	C80	24°17'38"	96.98'	41.12'	N59°07'00"E	40.81'	L1	N46°21'28"W	73.01'			
C2	89°28'34"	206.00'	321.70'	N1°37'11"W	289.99'	C41	89°28'26"	15.00'	23.42'	S1°37'10"E	21.12'	C81	2°56'13"	203.00'	10.41'	N89°46'59"E	10.40'	L2	N43°06'58"E	109.93'			
C3	90°31'34"	15.00'	23.70'	N89°22'45"E	21.31'	C42	90°00'00"	15.00'	23.58'	N89°38'32"E	21.21'	C82	11°42'23"	203.00'	41.48'	N59°27'41"E	41.40'	L3	N43°06'58"E	109.48'			
C4	90°00'00"	15.00'	23.56'	S1°21'38"E	21.21'	C43	90°00'00"	15.00'	23.58'	N1°21'28"W	21.21'	C85	9°08'42"	203.00'	32.28'	N49°03'09"E	32.25'	L4	S43°38'32"W	105.55'			
C5	1°01'54"	1891.00'	340.37'	S49°02'04"W	339.91'	C44	90°31'34"	15.00'	23.70'	S89°22'45"W	21.31'	C88	11°23'54"	206.00'	41.38'	S31°53'13"E	41.31'	L5	S43°38'32"W	105.37'			
C6	49°48'12"	13.00'	10.39'	S31°17'21"W	10.12'	C45	3°02'58"	688.00'	360.83'	S47°09'01"E	356.71'	C89	11°03'12"	206.00'	40.13'	S47°06'46"E	40.06'	L6	N46°21'28"W	73.69'			
C7	38°18'40"	61.00'	40.79'	S27°32'35"W	40.03'	C46	5°47'33"	13.00'	12.31'	S35°16'34"E	11.76'	C90	11°06'25"	206.00'	40.44'	S54°12'34"E	40.38'	L7	S44°39'28"E	45.19'			
C8	58°21'16"	13.00'	12.79'	S18°31'17"W	12.28'	C47	57°38'00"	61.00'	61.36'	S37°11'37"E	58.81'	C91	32°55'46"	70.61'	40.58'	S44°17'06"E	40.03'	L8	S9°39'21"E	36.91'			
C9	52°30'42"	292.00'	267.62'	S35°54'43"E	258.35'	C48	58°21'16"	13.00'	12.79'	S37°49'59"E	12.28'	C92	28°58'54"	80.00'	40.47'	S48°47'32"E	40.04'	L9	S43°52'40"W	65.02'			
C10	49°45'40"	206.00'	180.65'	S37°17'14"E	175.02'	C49	52°30'42"	248.00'	318.94'	S35°54'43"E	307.90'	C93	9°59'48"	80.00'	13.96'	S88°16'53"E	13.94'	L10	S43°07'06"W	119.66'			
C11	32°15'03"	152.00'	85.56'	S28°31'56"E	84.43'	C50	90°00'00"	15.00'	23.56'	S17°10'04"E	21.21'	C94	29°41'29"	62.78'	28.14'	S60°28'03"E	27.91'	L11	N43°52'40"E	65.01'			
C12	47°48'01"	13.00'	10.84'	S68°32'28"E	10.53'	C51	24°53'23"	272.00'	118.16'	S40°16'38"W	117.23'	C95	29°03'35"	62.78'	31.83'	S37°03'30"E	31.49'	L12	N43°13'47"E	30.43'			
C13	186°07'56"	49.00'	155.93'	S07°38'29"W	95.86'	C52	24°53'23"	328.00'	142.49'	S40°16'38"W	141.37'	C96	3°55'10"	152.00'	10.40'	S20°29'18"E	10.40'	L13	N33°15'26"E	85.09'			
C14	52°11'40"	15.15'	13.80'	S71°33'49"W	13.33'	C53	19°27'44"	472.00'	160.35'	S42°59'23"W	159.58'	C97	19°44'17"	152.00'	41.75'	S30°19'01"E	41.62'	L14	N46°21'28"W	766.74'			
C15	33°55'31"	15.00'	8.88'	S28°22'47"W	8.75'	C54	9°58'22"	328.00'	57.09'	S38°14'37"W	57.02'	C98	19°07'21"	152.00'	40.12'	S49°44'50"E	40.00'	L15	N62°10'04"W	16.52'			
C16	156°09'01"	48.37'	131.82'	S89°29'32"W	94.85'	C55	89°35'15"	15.00'	23.45'	S1°33'50"E	21.14'	C99	9°14'04"	152.00'	24.50'	S57°55'33"E	24.47'	L16	S46°21'28"E	80.00'			
C17	33°55'31"	15.00'	8.88'	N29°23'42"W	8.75'	C56	90°00'00"	15.00'	23.56'	N0°20'32"E	21.21'	C100	9°14'07"	180.00'	16.49'	S59°55'07"E	16.48'	L17	S43°38'32"W	110.00'			
C18	90°00'00"	15.00'	23.56'	S89°38'32"W	21.21'	C57	32°15'03"	208.00'	117.08'	N28°31'58"W	115.54'	C101	12°47'58"	180.00'	40.21'	S50°53'40"E	40.13'	L18	S89°51'20"W	25.00'			
C19	89°14'44"	15.00'	23.36'	S1°30'16"E	21.07'	C58	49°45'40"	152.00'	132.01'	N37°17'14"W	127.90'	C102	12°53'41"	180.00'	40.51'	S38°02'52"E	40.42'	L19	S43°52'22"W	120.00'			
C20	88°15'43"	15.00'	23.11'	N89°44'30"E	20.89'	C59	90°00'00"	15.00'	23.58'	S72°49'56"W	21.21'	C106	2°55'31"	180.00'	9.19'	S37°08'16"E	9.19'	L20	N43°52'22"E	110.00'			
C21	1°43'58"	1815.00'	84.89'	N44°44'40"E	54.89'	C60	88°18'00"	15.00'	23.12'	S89°29'32"W	20.90'	CURVE DATA TABLE					L21	N43°52'22"E	110.00'				
C22	46°18'56"	13.00'	10.51'	N77°21'23"E	10.22'	C61	51°19'50"	528.00'	49.12'	S50°03'24"W	49.11'	CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	L22	N46°21'28"W	72.26'			
C23	46°18'56"	13.00'	10.51'	N77°21'23"E	10.22'	C62	86°15'03"	15.00'	22.58'	N89°28'59"W	20.51'	C107	18°43'57"	108.58'	31.70'	S37°03'48"E	31.59'	L23	S46°07'38"E	94.81'			
C24	9°58'27"	1815.00'	189.25'	N51°12'43"E	189.16'	C63	19°17'16"	48.37'	12.91'	N19°03'39"E	12.87'	C108	8°18'38"	304.00'	33.21'	S49°29'16"E	33.20'	L24	S46°07'38"E	95.16'			
C25	94°21'08"	15.00'	24.70'	N1°02'55"E	22.00'	C64	10°43'05"	206.00'	38.54'	S37°45'34"W	38.48'	C109	8°36'52"	304.00'	48.71'	S56°55'29"E	48.66'	L25	S43°07'06"W	166.71'			
C26	89°28'28"	15.00'	23.42'	N1°37'15"W	21.12'	C65	17°47'35"	208.00'	63.97'	S23°30'32"W	63.72'	C110	4°37'16"	496.13'	40.01'	N45°47'38"W	40.00'	L26	N43°07'06"E	166.45'			
C27	90°45'18"	15.00'	23.78'	S89°29'44"W	21.35'	C66	14°45'25"	208.00'	53.08'	S71°14'02"W	52.91'	C111	4°38'27"	496.13'	40.19'	N41°08'48"W	40.17'	L27	S46°52'54"E	20.00'			
C28	90°45'24"	15.00'	23.78'	N89°29'40"E	21.35'	C67	34°14'49"	208.00'	123.13'	S17°16'05"E	121.31'	C112	4°41'32"	496.13'	40.63'	N36°29'47"W	40.62'	L28	S89°23'08"W	104.43'			
C29	89°14'44"	15.00'	23.36'	S1°30'16"E	21.07'	C68	55°15'40"	48.37'	46.85'	N54°20'07"E	44.86'	C113	2°37'43"	496.13'	22.76'	N32°50'10"W	22.76'	L29	N43°07'31"E	118.02'			
C30	14°00'01"	832.00'	154.45'	S39°07'35"E	154.06'	C69	89°14'36"	15.00'	23.36'	S1°30'20"E	21.07'	C114	3°02'52"	208.00'	18.32'	N34°02'40"W	18.32'	L30	N62°10'04"W	37.23'			
C31	2°13'17"	669.99'	25.96'	S45°02'47"E	25.95'	C70	90°31'34"	15.00'	23.70'	S89°22'45"W	21.31'	C115	4°00'30"	203.00'	14.20'	N41°29'33"E	14.20'	L31	N62°10'04"W	33.31'			
C32	3°17'32"	897.77'	40.10'	S42°17'45"E	40.09'	C71	89°28'34"	154.00'	240.49'	N1°37'11"W	216.79'	C116	10°37'37"	219.00'	40.62'	N33°57'55"E	40.56'						
C33	3°18'41"	897.77'	40.32'	S38°56'51"E	40.32'	C72	90°45'18"	15.00'	23.78'	N89°29'44"E	21.35'	C117	2°08'53"	79.75'	40.53'	S50°00'15"E	40.09'						
C34	72°3'20"	888.00'	40.69'	S35°34'28"E	40.69'	C73	44°42'09"	154.00'	120.15'	S20°48'01"W	117.13'	C118	3°40'31"	142.18'	9.12'	S67°00'33"E	9.12'						
C35	9°58'22"	272.00'	47.34'	N38°14'37"E	47.28'	C74	44°46'25"	154.00'	120.34'	S23°58'16"E	117.30'	C119	18°29'44"	100.00'	32.28'	S57°43'15"E	32.14'						
C36	9°28'24"	528.00'	50.44'	N35°59'38"E	50.42'	C75	62°28'03"	48.37'	52.74'	S66°48'01"E	50.16'	C120	23°23'20"	100.00'	40.62'	S38°48'43"E	40.54'						
C37	80°05'17"	15.00'	22.28'	N3°48'49"W	20.28'	C76	23°08'03"	48.37'	19.53'	S23°59'58"E	19.40'	C121	12°52'20"	100.00'	22.47'	S18°38'53"E	22.42'						
C38	90°00'00"	15.00'	23.58'	S89°38'32"W	21.21'	C77	11°57'58"	206.00'	43.02'	S40°22'29"E	42.94'	C122	13°15'33"	98.00'	22.68'	S18°50'30"E	22.63'						
C39	90°00'00"	15.00'	23.58'	S1°21'28"E	21.21'							C123	29°49'23"	632.00'	328.98'	S47°02'15"E	325.27'						
												C124	1°45'14"	688.00'	21.06'	S37°00'09"E	21.06'						

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C125	58°34'50"	13.00'	13.39'	N88°45'33"E	12.77'
C126	41°02'45"	60.00'	42.98'	N79°59'28"E	42.07'
C127	1°09'34"	104.00'	19.95'	N80°22'14"E	19.92'
C128	11°26'43"	104.00'	20.78'	N80°35'23"E	20.74'
C129	29°25'46"	40.00'	20.55'	N51°35'52"E	20.32'
C130	21°30'23"	40.00'	15.01'	N68°07'47"E	14.93'
C131	30°24'38"	50.49'	26.80'	N30°39'06"E	26.49'

PROJECT: SAGE HOLLOW  
JOB NUMBER: 20000007  
SURVEY DATE: NOVEMBER, 2020  
SCALE: 1" = 50'  
SURVEYOR: ROBERT J. GERTSON, RPLS 6387  
TECHNICIAN: AY, JEW  
DRAWING:  
DESCRIPTION:  
PARTY/CHIEF:  
FIELDBOOKS:

**ATWELL**  
866.850.4200 www.atwell-group.com  
805 LAS COMAS PARKWAY, SUITE 310  
AUSTIN, TX 78748  
512.904.0525  
TSP# LS 10193728

SAGE HOLLOW

SHEET

10

OF 10

## **EXHIBIT L-1 – LOT TYPE 1 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
KYLE, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$33,458.23**

As the purchaser of the real property described above, you are obligated to pay assessments to Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Kyle 57 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

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

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 571.67	\$ 1,634.75	\$ -	\$ 167.29	\$ 155.50	\$ 2,529.21
2024	\$ 647.90	\$ 1,609.74	\$ -	\$ 164.43	\$ 158.61	\$ 2,580.67
2025	\$ 727.93	\$ 1,581.39	\$ -	\$ 161.19	\$ 161.78	\$ 2,632.29
2026	\$ 811.78	\$ 1,549.54	\$ -	\$ 157.55	\$ 165.01	\$ 2,683.89
2027	\$ 903.25	\$ 1,514.03	\$ -	\$ 153.49	\$ 168.31	\$ 2,739.08
2028	\$ 998.53	\$ 1,474.51	\$ -	\$ 148.98	\$ 171.68	\$ 2,793.70
2029	\$ 1,101.43	\$ 1,427.08	\$ -	\$ 143.99	\$ 175.11	\$ 2,847.61
2030	\$ 1,215.76	\$ 1,374.76	\$ -	\$ 138.48	\$ 178.62	\$ 2,907.62
2031	\$ 1,333.91	\$ 1,317.02	\$ -	\$ 132.40	\$ 182.19	\$ 2,965.51
2032	\$ 1,459.68	\$ 1,253.65	\$ -	\$ 125.73	\$ 185.83	\$ 3,024.89
2033	\$ 1,593.07	\$ 1,184.32	\$ -	\$ 118.43	\$ 189.55	\$ 3,085.37
2034	\$ 1,737.89	\$ 1,104.67	\$ -	\$ 110.47	\$ 193.34	\$ 3,146.36
2035	\$ 1,890.34	\$ 1,017.77	\$ -	\$ 101.78	\$ 197.21	\$ 3,207.09
2036	\$ 2,058.03	\$ 923.26	\$ -	\$ 92.33	\$ 201.15	\$ 3,274.76
2037	\$ 2,229.53	\$ 820.35	\$ -	\$ 82.04	\$ 205.17	\$ 3,337.09
2038	\$ 2,416.28	\$ 708.88	\$ -	\$ 70.89	\$ 209.28	\$ 3,405.32
2039	\$ 2,614.46	\$ 588.06	\$ -	\$ 58.81	\$ 213.46	\$ 3,474.79
2040	\$ 2,824.07	\$ 457.34	\$ -	\$ 45.73	\$ 217.73	\$ 3,544.88
2041	\$ 3,045.12	\$ 316.14	\$ -	\$ 31.61	\$ 222.09	\$ 3,614.96
2042	\$ 3,277.60	\$ 163.88	\$ -	\$ 16.39	\$ 226.53	\$ 3,684.40
<b>Total</b>	<b>\$ 33,458.23</b>	<b>\$ 22,021.14</b>	<b>\$ -</b>	<b>\$ 2,222.01</b>	<b>\$ 3,778.13</b>	<b>\$ 61,479.51</b>

**Notes:**

[a] Interest is calculated at the actual PID Bond interest rate.

*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 L-2 – LOT TYPE 2 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
KYLE, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$40,124.61**

As the purchaser of the real property described above, you are obligated to pay assessments to Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Kyle 57 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

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

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF HAYS

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 685.58	\$ 1,960.46	\$ -	\$ 200.62	\$ 186.48	\$ 3,033.14
2024	\$ 776.99	\$ 1,930.47	\$ -	\$ 197.20	\$ 190.21	\$ 3,094.86
2025	\$ 872.97	\$ 1,896.48	\$ -	\$ 193.31	\$ 194.01	\$ 3,156.77
2026	\$ 973.52	\$ 1,858.28	\$ -	\$ 188.95	\$ 197.89	\$ 3,218.64
2027	\$ 1,083.21	\$ 1,815.69	\$ -	\$ 184.08	\$ 201.85	\$ 3,284.83
2028	\$ 1,197.48	\$ 1,768.30	\$ -	\$ 178.66	\$ 205.89	\$ 3,350.32
2029	\$ 1,320.88	\$ 1,711.42	\$ -	\$ 172.67	\$ 210.00	\$ 3,414.98
2030	\$ 1,458.00	\$ 1,648.68	\$ -	\$ 166.07	\$ 214.20	\$ 3,486.95
2031	\$ 1,599.68	\$ 1,579.42	\$ -	\$ 158.78	\$ 218.49	\$ 3,556.37
2032	\$ 1,750.51	\$ 1,503.44	\$ -	\$ 150.78	\$ 222.86	\$ 3,627.59
2033	\$ 1,910.48	\$ 1,420.29	\$ -	\$ 142.03	\$ 227.31	\$ 3,700.11
2034	\$ 2,084.16	\$ 1,324.77	\$ -	\$ 132.48	\$ 231.86	\$ 3,773.26
2035	\$ 2,266.98	\$ 1,220.56	\$ -	\$ 122.06	\$ 236.50	\$ 3,846.09
2036	\$ 2,468.08	\$ 1,107.21	\$ -	\$ 110.72	\$ 241.23	\$ 3,927.24
2037	\$ 2,673.76	\$ 983.80	\$ -	\$ 98.38	\$ 246.05	\$ 4,001.99
2038	\$ 2,897.71	\$ 850.12	\$ -	\$ 85.01	\$ 250.97	\$ 4,083.81
2039	\$ 3,135.38	\$ 705.23	\$ -	\$ 70.52	\$ 255.99	\$ 4,167.13
2040	\$ 3,386.76	\$ 548.46	\$ -	\$ 54.85	\$ 261.11	\$ 4,251.18
2041	\$ 3,651.85	\$ 379.12	\$ -	\$ 37.91	\$ 266.34	\$ 4,335.22
2042	\$ 3,930.65	\$ 196.53	\$ -	\$ 19.65	\$ 271.66	\$ 4,418.50
<b>Total</b>	<b>\$ 40,124.61</b>	<b>\$ 26,408.74</b>	<b>\$ -</b>	<b>\$ 2,664.73</b>	<b>\$ 4,530.91</b>	<b>\$ 73,728.98</b>

**Notes:**

[a] Interest is calculated at the actual PID Bond interest rate.

*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 L-3 – LOT TYPE 3 BUYER DISCLOSURE**

#### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
KYLE, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

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PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$47,699.23**

As the purchaser of the real property described above, you are obligated to pay assessments to Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Kyle 57 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

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

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF HAYS

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

### ANNUAL INSTALLMENTS - LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 815.00	\$ 2,330.55	\$ -	\$ 238.50	\$ 221.68	\$ 3,605.73
2024	\$ 923.67	\$ 2,294.90	\$ -	\$ 234.42	\$ 226.11	\$ 3,679.10
2025	\$ 1,037.77	\$ 2,254.49	\$ -	\$ 229.80	\$ 230.64	\$ 3,752.69
2026	\$ 1,157.30	\$ 2,209.08	\$ -	\$ 224.61	\$ 235.25	\$ 3,826.25
2027	\$ 1,287.70	\$ 2,158.45	\$ -	\$ 218.83	\$ 239.95	\$ 3,904.93
2028	\$ 1,423.53	\$ 2,102.12	\$ -	\$ 212.39	\$ 244.75	\$ 3,982.79
2029	\$ 1,570.23	\$ 2,034.50	\$ -	\$ 205.27	\$ 249.65	\$ 4,059.65
2030	\$ 1,733.23	\$ 1,959.91	\$ -	\$ 197.42	\$ 254.64	\$ 4,145.21
2031	\$ 1,901.67	\$ 1,877.58	\$ -	\$ 188.75	\$ 259.73	\$ 4,227.74
2032	\$ 2,080.97	\$ 1,787.25	\$ -	\$ 179.25	\$ 264.93	\$ 4,312.39
2033	\$ 2,271.13	\$ 1,688.41	\$ -	\$ 168.84	\$ 270.23	\$ 4,398.61
2034	\$ 2,477.60	\$ 1,574.85	\$ -	\$ 157.49	\$ 275.63	\$ 4,485.57
2035	\$ 2,694.93	\$ 1,450.97	\$ -	\$ 145.10	\$ 281.14	\$ 4,572.15
2036	\$ 2,934.00	\$ 1,316.23	\$ -	\$ 131.62	\$ 286.77	\$ 4,668.61
2037	\$ 3,178.50	\$ 1,169.53	\$ -	\$ 116.95	\$ 292.50	\$ 4,757.48
2038	\$ 3,444.73	\$ 1,010.60	\$ -	\$ 101.06	\$ 298.35	\$ 4,854.75
2039	\$ 3,727.27	\$ 838.36	\$ -	\$ 83.84	\$ 304.32	\$ 4,953.79
2040	\$ 4,026.10	\$ 652.00	\$ -	\$ 65.20	\$ 310.41	\$ 5,053.71
2041	\$ 4,341.23	\$ 450.70	\$ -	\$ 45.07	\$ 316.61	\$ 5,153.61
2042	\$ 4,672.67	\$ 233.63	\$ -	\$ 23.36	\$ 322.95	\$ 5,252.61
<b>Total</b>	<b>\$ 47,699.23</b>	<b>\$ 31,394.11</b>	<b>\$ -</b>	<b>\$ 3,167.77</b>	<b>\$ 5,386.24</b>	<b>\$ 87,647.36</b>

**Notes:**

[a] Interest is calculated at the actual PID Bond interest rate.

*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 L-4 – LOT TYPE 4 BUYER DISCLOSURE**

### **NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
KYLE, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

---

PROPERTY ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$460,808.45**

As the purchaser of the real property described above, you are obligated to pay assessments to Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Kyle 57 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

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

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

---

SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

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SIGNATURE OF SELLER

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SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF HAYS

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

\_\_\_\_\_  
<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF HAYS

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

\_\_\_\_\_  
<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.



## ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 7,873.48	\$ 22,514.80	\$ -	\$ 2,304.04	\$ 2,141.59	\$ 34,833.91
2024	\$ 8,923.28	\$ 22,170.34	\$ -	\$ 2,264.67	\$ 2,184.42	\$ 35,542.71
2025	\$ 10,025.56	\$ 21,779.94	\$ -	\$ 2,220.06	\$ 2,228.11	\$ 36,253.67
2026	\$ 11,180.34	\$ 21,341.33	\$ -	\$ 2,169.93	\$ 2,272.67	\$ 36,964.26
2027	\$ 12,440.10	\$ 20,852.19	\$ -	\$ 2,114.03	\$ 2,318.12	\$ 37,724.43
2028	\$ 13,752.34	\$ 20,307.93	\$ -	\$ 2,051.83	\$ 2,364.48	\$ 38,476.59
2029	\$ 15,169.57	\$ 19,654.70	\$ -	\$ 1,983.07	\$ 2,411.77	\$ 39,219.10
2030	\$ 16,744.26	\$ 18,934.14	\$ -	\$ 1,907.22	\$ 2,460.01	\$ 40,045.63
2031	\$ 18,371.45	\$ 18,138.79	\$ -	\$ 1,823.50	\$ 2,509.21	\$ 40,842.95
2032	\$ 20,103.62	\$ 17,266.14	\$ -	\$ 1,731.64	\$ 2,559.39	\$ 41,660.79
2033	\$ 21,940.76	\$ 16,311.22	\$ -	\$ 1,631.12	\$ 2,610.58	\$ 42,493.69
2034	\$ 23,935.37	\$ 15,214.18	\$ -	\$ 1,521.42	\$ 2,662.79	\$ 43,333.77
2035	\$ 26,034.97	\$ 14,017.42	\$ -	\$ 1,401.74	\$ 2,716.05	\$ 44,170.18
2036	\$ 28,344.52	\$ 12,715.67	\$ -	\$ 1,271.57	\$ 2,770.37	\$ 45,102.13
2037	\$ 30,706.57	\$ 11,298.44	\$ -	\$ 1,129.84	\$ 2,825.78	\$ 45,960.63
2038	\$ 33,278.57	\$ 9,763.11	\$ -	\$ 976.31	\$ 2,882.29	\$ 46,900.29
2039	\$ 36,008.04	\$ 8,099.18	\$ -	\$ 809.92	\$ 2,939.94	\$ 47,857.08
2040	\$ 38,894.98	\$ 6,298.78	\$ -	\$ 629.88	\$ 2,998.74	\$ 48,822.38
2041	\$ 41,939.40	\$ 4,354.03	\$ -	\$ 435.40	\$ 3,058.71	\$ 49,787.54
2042	\$ 45,141.28	\$ 2,257.06	\$ -	\$ 225.71	\$ 3,119.89	\$ 50,743.93
<b>Total</b>	<b>\$ 460,808.45</b>	<b>\$ 303,289.41</b>	<b>\$ -</b>	<b>\$ 30,602.90</b>	<b>\$ 52,034.91</b>	<b>\$ 846,735.67</b>

**Notes:**

[a] Interest is calculated at the actual PID Bond interest rate.

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

## **APPENDIX A – ENGINEER’S REPORT**

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CONSULTING. ENGINEERING. CONSTRUCTION.

# Engineering Report

FOR THE

## SAGE HOLLOW SUBDIVISION PUBLIC IMPROVEMENTS DISTRICT

PREPARED FOR

### Milestone Community Builders, LLC

PREPARED BY

### Atwell, LLC



**8/12/2021**

August 12, 2021

**Project Summary:**

This report is to accompany the application for this master-planned community to participate as a part of a Planning Improvements District (PID). This subdivision formally known as Kyle 57 shall be developed under the name Sage Hollow. This community is on the west side of the City of Kyle within Hays County, Texas. The property is located along the south side of West RM 150 and across from the Dove Hollow Subdivision and Rocking M Road. The site is currently undeveloped and identified as Parcel R16175. Access to the site will be provided via two entrances along RM 150.

Overall, Sage Hollow is a 57.26 acre property that is proposed to be divided into 221 single-family lots and approximately 9,600 LF of street right-of-way, including 10 drainage/ open space lots, 1 amenity lot, 1 commercial lot, and 4 water quality and/or detention ponds. Open space areas will include over 6,367 feet of concrete/natural trails throughout the development.

**City of Kyle Development Agreements:**

The Sage Hollow community will be developed in accordance with a Planned Unit Development (PUD) Agreement between the owner, Kyle Mortgage Investors LLC, and the City of Kyle. The PUD was approved on February 2, 2021 and recorded as Ordinance #1133. A copy of the PUD has been provided as **Appendix A** for your reference. Water and wastewater service will be provided to the community by the City of Kyle per a water and wastewater agreement with the City of Kyle, which was approved at the Kyle City Council meeting held on September 20, 2016. The Development Agreement requests that water and wastewater service be provided by the City of Kyle. The site is in the Water CCN (No.11024) and Wastewater CCN (No. 20410) for the City of Kyle.

**Phasing Plan and Schedule:**

Both the Final Plat and Subdivision Construction Plans for this project are wrapping up their review with the City of Kyle. Construction of the subdivision civil infrastructure is planned to begin as soon as the plat has been recorded and the plans are approved. The civil infrastructure will be constructed in a single phase with home construction on designated lots to begin during that time. Completion of the home building will occur as fast as the market can handle the inventory of new homes. In addition to the civil improvements, this development will include the installation of an abundance of park features, trails, and other landscaping elements. The development will also include an Amenity Center which is to be permitted and built as soon as homes are being completed. Lastly, the development includes a Commercial Lot that is planned to be sold and developed by another party. The schedule and use for the Commercial Lot is unknown.

**PID Eligible Infrastructure:**

It is the intent of this report to define those civil and landscaping improvements associated with this development that shall be considered as reimbursable elements in accordance with the Planned Improvements District agreement. This subdivision shall include civil and landscape improvements that are typical of subdivisions of this size. Those items include but are not limited to water and wastewater system improvements, storm sewer and drainage improvements, detention and water quality ponds, street and alley infrastructure, erosion and sedimentation controls, landscaping and monumentation, park space improvements, lighting and street trees, as well as sidewalks and trails.

**Water Distribution System Improvements:**

Prior to the development of this Sage Hollow Subdivision, a water system improvement agreement was made between the City of Kyle and various other property owners including the developer of Sage Hollow, known as Kyle Mortgage Investors, LLC (Kyle 57) within the agreement. This agreement has been included as **Appendix B** in this report for reference. The facility improvements referenced in the agreement include but are not limited to a 12" transmission main, a booster pump station, ground/elevated storage tanks, a distribution line to Plum Creek North, a distribution line to Blanco River Ranch, and a distribution line to the 6 Creeks development. As a part of this agreement, the developer of Sage Hollow was required to contribute funds for a prorated share of the improvements necessary to develop on their property.

The 16-inch water distribution main that serves the 6 Creeks development has been constructed. This main will also serve the Sage Hollow (Kyle 57) development as the line runs along the western boundary of the property. The water system that serves the Sage Hollow Subdivision will tie into this 16" line in two separate locations by an 8-inch line to provide a redundant looped system. Additional water lines stub outs to the Beseda Tract and Covey Fund Tract will be provided the future development of those properties as required by the agreement. The overall water distribution system includes but is not limited to 13,059 linear feet of 8" C-900 PVC water line, 162 linear feet of 16" ductile iron encasement pipe, 62 total 8" gate valves, 96 double water services, 27 single water services, 12 total 2" gate valves, 19 fire hydrant assemblies, and the associated trench safety systems. See **Appendix C** for an overall layout of the proposed water distribution system improvements for this subdivision.

#### **Wastewater Collection System Improvements:**

The wastewater collection system for the subdivision will include an 8-inch gravity collection lines that will tie into an off-site wastewater line at the eastern property boundary. The off-site system will be part of the subdivision construction plans and shall also be included in this PID agreement. An agreement has been prepared for this off-site wastewater collection main to be owned and operated by the City of Kyle which will also serve several other properties downstream of this development. This agreement can be referenced in **Appendix D** of this report. The property owners within this agreement include Covey Fund, Beseda, and the developer of Sage Hollow, Milestone Community Builders (MSCB). By way of this agreement, these property owners have agreed to share prorated construction costs of the off-site wastewater system.

The overall wastewater collection system including both Sage Hollow and off-site improvements consists of but is not limited to 9,877 linear feet of 8" SDR-26 PVC wastewater line, 694 linear feet of 12" SDR-26 PVC wastewater line, 72 linear feet of 16" ductile iron encasement pipe, 58 total 4' diameter coated wastewater manholes, 96 double wastewater services, 27 single wastewater services, and the associated trench safety systems. See **Appendix E** for an overall layout of the proposed wastewater collection system improvements for this subdivision.

#### **Storm Sewer Drainage System Improvements:**

Storm sewer infrastructure will be provided to capture and convey runoff to the water quality and detention ponds. The overall storm water drainage system includes but is not limited to 4,140 linear feet of 18" RCP, 1,602 linear feet of 24" RCP, 911 linear feet of 30" RCP, 316 linear feet of 36" RCP, 243 linear feet of 2'x3' concrete box culvert, 54 linear feet of 2'x5' concrete box culvert, 65 linear feet of 3'x3' concrete box culvert, 384 linear feet of 3'x4' concrete box culvert, 19 total 4'x4' grate inlets, 31 total 10' curb inlets, 4 total 15' curb inlets, 15 total 4' diameter storm sewer manholes, 6 total 5' diameter storm sewer manholes, 5 total 6' diameter storm sewer manholes, 3 total 5'x5' junction box manholes, 3 total 6'x6' junction box manholes, and the associated trench safety systems. See **Appendix F** for an overall layout of the proposed storm sewer drainage system improvements for this subdivision.

#### **Detention and Water Quality Pond Improvements:**

This subdivision sits on a local highpoint and drains in three separate directions. The smallest portion of the property drains to the northwest. A storm sewer collection system conveys this drainage basin to a detention pond identified as Pond A in the construction plans. This is a simple earthen detention basin which discharges through an outlet structure to RM 150. The largest drainage basin flows to the northeast and is conveyed to Pond C. This pond is actually two ponds in series used for detention purposes only. Additionally, this pond consists of several vertical wall sections. This pond discharges through an outlet structure to a level spreader before leaving the property. The last drainage basin flows to the southwest and is located within the Contributing Zone within the Transition Zone of the Edward's Aquifer. As a result, this pond, Pond B, has been designed for water quality and detention purposes. Pond B is a batch detention pond, and it has already been reviewed and approved through a Contributing Zone Plan (CZP) by the Texas Commission on Environmental Quality (TCEQ). Included as **Appendix G** is the approval letter from the TCEQ for this Contributing Zone Plan and Pond B.

### **Street and Alley Improvements:**

This subdivision will incorporate a variety of street cross-section types which can be seen in the overall site layout exhibit in **Appendix H**. The main entry into the subdivision will be via the divided street Bluestem Avenue as seen in green on the exhibit. This street will include 20-foot travel lanes in each direction with a landscaped median separating them down the middle within a 76-foot wide right of way. There is another primary street through the development labeled Glocken Lane and shown in dark blue. This street is a 32-foot wide street within a 56-foot wide right-of-way. Other local streets within this subdivision include Treadwell Lane, Rieber Road, Condesa Street, Tenny Lane, Silverbush Drive, Greeneyes Way, and Redroot Road which are all shown in light blue on the exhibit. These streets are 32-foot wide street within 52-foot wide right-of-ways. There are a few 20-foot wide alleys with 16-feet of inverted crown pavement. These alleys shall be included in the PID eligible expenses; however, it is understood that the City will require the alleys to be privately owned and maintained by the established Homeowner's Association for this subdivision. The street expenses will include all associated sidewalks within the right-of-ways.

Additionally, there are proposed improvements to RM 150 which are necessary for this development's eventual traffic loads. These improvements are not being considered as PID eligible expenses; however, it is understood that these costs shall off-set the City's Adjacent Lane Mile Fee instead.

### **Erosion and Sedimentation Control Measures:**

The construction of the previously discussed subdivision infrastructure will require the installation and maintenance of erosion and sedimentation control measures. The items include but are not limited to two separate spoils and staging areas with a concrete wash out area, 3 total stabilized construction entrances, 13,126 linear feet of silt fence, 132 linear feet of rock berm, 5,156 linear feet of tree protection fencing, 54 total inlet protection items, and 40,595 square yards of hydromulch seeding. An overall exhibit of the erosion and sedimentation control layout has been included as **Appendix I** for your reference. The general contractor for this subdivision will be responsible for obtaining the necessary Storm Water Pollution Prevention Plan from the Texas Commission on Environmental Quality as well as maintaining these erosion and sedimentation controls throughout the duration of construction.

### **Landscaping and Park Improvements:**

The landscaping and parks improvements were designed by Rialto Studios. An overall layout of their plans for the parks and open spaces within the subdivision can be seen in **Appendix J**. This exhibit illustrates the general improvements within the park spaces including but not limited to entry monumentations, 6-foot masonry screen wall, enhanced landscaped medians and buffers, dog park, playscapes, picnic areas, street trees, landscape and street lighting, and over 3,000 linear feet of interconnecting trails throughout the subdivision. The amenity lot shown on this exhibit will not be included in the PID eligible expenses.

### **Opinion of Probable Construction Costs:**

As a means of determining the appropriate funding to be included with this Planned Improvements District, we have prepared and provided an engineer's opinion of probable cost **Appendix K** for your reference. This exhibit includes an estimate of both the civil infrastructure costs as well as the landscape and park improvement expenses. Note that there are a few items included within this opinion of probable costs that relate to shared infrastructure improvements. In accordance with the agreement for the shared water system improvements, the prorated portion of the improvements that the developer Sage Hollow has contributed has been included as a reimbursable expense. Additionally, the wastewater agreement between the Sage Hollow developer and other adjacent property owners has been accounted for in the opinion of probable cost. The opinion of probable cost has included contributions by adjacent property owners for the off-site wastewater system construction cost as a negative value in accordance with the associated Off-Site Wastewater Agreement. The estimated total cost for PID eligible improvements within the district is approximately \$10,887,571.25 for both the civil and landscaping infrastructure.

I appreciate your time and consideration of the Sage Hollow Subdivision and this request to be accepted by the City of Kyle as a Planned Improvements District. If you should have any questions pertaining to this project or if you need further explanation, please feel free to call me at (512) 904-0505.

Sincerely,

Connor J Overby, PE, CPESC  
Project Manager  
Atwell, LLC



*8/12/2021*

**Appendices:**

- Appendix A – Kyle 57 Planned Unit Development Agreement
- Appendix B – FM 150 Water Facilities Service, Financing, and Construction Agreement
- Appendix C – Overall Water Distribution System Plan
- Appendix D – Off-Site Wastewater Agreement
- Appendix E – Overall Wastewater Collection System Plans
- Appendix F – Overall Storm Sewer Drainage System Plans
- Appendix G – Contributing Zone Plan Approval Letter
- Appendix H – Overall Site Layout
- Appendix I – Overall Erosion and Sedimentation Control Plan
- Appendix J – Overall Landscape Plan
- Appendix K – Opinion of Probable Costs

# Appendix A

## Kyle 57 Planned Unit Development Agreement



ORDINANCE NO. 1133

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 57 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL-2 'R-1-2' (42.3-ACRES) AND RETAIL SERVICE DISTRICT 'RS' (15-ACRES) TO PLANNED UNIT DEVELOPMENT 'PUD' (SINGLE FAMILY ATTACHED 'R-1-A', 54-ACRES) AND (RETAIL SERVICE DISTRICT 'RS', 3.3-ACRES) FOR PROPERTY LOCATED AT 1821 W. RR 150, IN HAYS COUNTY, TEXAS. (KYLE MORTGAGE INVESTORS, LLC – Z-20-0067); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 57 acres of land from Single Family Residential-2 'R-1-2' (42.3-acres) and Retail Service District 'RS' (15-acres) to Planned Unit Development PUD' (Single Family Attached 'R-1-A', 54-acres) and (Retail Service District 'RS', 3.3-acres), as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

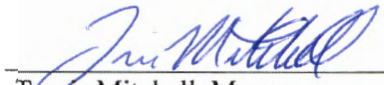
SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

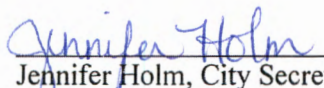
READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the 19th day of January, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the 2nd day of February, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this 2nd day of February, 2021.

  
\_\_\_\_\_  
Travis Mitchell, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Holm, City Secretary

57.260 Acres  
Samuel Pharras Sur, A-360  
Kyle, Hays County, Texas

## EXHIBIT A

LAI Job No 020607  
FN0573R1(wdo)  
Page 1 of 4

### FIELD NOTES DESCRIPTION

DESCRIPTION OF 57.260 ACRES OF LAND IN THE SAMUEL PHARRAS SURVEY, A-360, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 62.10 ACRE TRACT DESCRIBED IN THE DEED DATED SEPTEMBER 2, 2003 FROM MIKE GOSSETT, SPECIAL ADMINISTRATOR OF THE ESTATE OF AUGUST HESSLER, JR. TO S.T. KYLE, LTD, OF RECORD IN VOLUME 2305, PAGE 674, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 62.10 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 79.5 ACRE TRACT OF LAND DESCRIBED IN A DEED FILED FOR RECORD JUNE 19, 1914 FROM MRS. LEOMA STEPHENSON NEE COCKREHAM, ET AL TO AUGUST HESSLER OF RECORD IN VOLUME 66, PAGE 129, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 57.260 ACRE TRACT OF LAND, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found in the southeast right-of-way line of FM Highway No. 150, same being the northwest line of Lot 53, Quail Meadows Subdivision, a subdivision of record in Cabinet/Volume 7, Page 47, Plat Records of Hays County, Texas, said monument being 40-feet left of Engineer's centerline station 320+02.6;

THENCE S 46° 07' 22" E, with the southeast right-of-way line of said F.M. Highway No. 150, same being the northwest line of said Lots 53 and 52, said Quail Meadow Subdivision, a distance of 115.15 feet to an iron rod with aluminum cap stamped "PRO-TECH" found for the north corner and POINT OF BEGINNING of the tract described herein, same being the north corner of said 62.10 acre tract, being in the western line of said 79.5 acre tract, being the southwestern corner of that certain 2.16 acre tract of land described in the Right-of-Way Deed filed for record February 22, 1952 from Gus Hessler to the State of Texas recorded in Volume 152, Page 236, Deed Records of Hays County, Texas, and being in the approximate common line of the said Samuel Pharras Survey and the Caleb W. Baker Survey;

THENCE, continuing with the southern right-of-way line of said F.M. Highway No. 150, same being the southern line of said 2.16 acre tract, being the northern line of said 62.10 acre tract, and the northern line of the tract described herein, the following two (2) courses and distances:

1. S 46° 07' 11" E a distance of 1,415.29 feet to a TxDOT Type I concrete right-of-way monument found at a point of curvature being 40-ft right of Engineer's centerline station 335+33.1, and
2. with the arc of a curve to the left, having a radius of 5,769.65 feet, an arc distance of 95.69 feet and a chord bearing S 46° 34' 52" E a distance of 95.68 feet to a 1/2-inch iron rod with plastic cap stamped "LAT" set for the most northern east corner of the tract described herein, same being the north corner of a 4.847 acre tract remaining from said 62.10 acre tract, from which a TxDOT Type I concrete right-of-way monument found bears with the arc of said curve to the left, having a radius of 5,769.65 feet, an arc distance of 258.58 feet and a chord bearing S 48° 20' 25" E a distance of 258.56 feet



## EXHIBIT A

57.260 Acres  
Samuel Phamast Sur., A-360  
Kyle, Hays County, Texas

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THENCE S 43° 40' 14" W, leaving the southern right-of-way line of said F.M. Highway No. 150 and crossing said 62.10 acre tract with the north line of said 4.847 acre remainder tract, a distance of 425.24 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for a re-entrant corner of the tract described herein, same the being west corner of said 4.847 acre tract;

THENCE S 46° 19' 46" E, continuing across said 62.10 acre tract with the south line of said 4.847 acre tract, a distance of 516.17 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the southeast line of said 62.10 acre tract, same being the northwest line of that certain 10.00 acre tract called "Exhibit A" vested into Robert C. Edge and described in the Amended Final Decree Confirming Commissioners' Report and Partitioning Property dated November 14, 2001, being Cause No. 7405 in the Probate Court of Hays County, Texas and filed for record in Volume 2305, Page 645, Official Public Records of Hays County, Texas, for the south corner of said 4.847 acre tract and being the most southern east corner of the tract described herein, from which a 1/2-inch iron rod found in the southern right-of-way line of said F.M. Highway No. 150 for the east corner of said 62.10 acre tract, same being the north corner of said 10.00 acre tract bears N 35° 58' 25" E a distance of 449.80 feet;

THENCE S 35° 58' 25" W, with the eastern line of said 62.10 acre tract, same being the western line of said 10.00 acre tract, a distance of 507.33 feet to a fence corner post found for an angle point in the eastern line of said 62.10 acre tract and of the tract described herein, same being the west corner of said 10.00 acre tract and being the north corner of that certain called 2.62 acre tract described in a deed dated August 19, 1971, from Gus Hessler, Jr., and Edwards Hessler to Alton E. Franke and Deanna K. Franke of record in Volume 243, Page 347, Deed Records of Hays County, Texas;

THENCE S 52° 54' 07" W, with the eastern line of said 62.10 acre tract, same being the western line of said 2.62 acre tract, a distance of 402.46 feet to a fence corner post found for the south corner of said 62.10 acre tract and of the tract described herein, same being the west corner of said 2.62 acre tract, and being in the north line of a called 1,938.67 acre tract described in the deed dated August 1, 1960, from A.W. Gregg and wife Robie Gregg, to Ky-Tex Properties, Inc. of record in Volume 185, Page 391, Deed Records of Hays County, Texas;

THENCE with the fenced southwest line of said 62.10 acre tract, same being the northeast line of said 1,938.67 acre tract, the following six (6) courses and distances:

1. N 45° 45' 15" W a distance of 134.06 feet to a fence post found for an angle point,
2. N 46° 24' 58" W a distance of 710.71 feet to a 10-in live oak tree for an angle point,
3. N 47° 04' 36" W a distance of 179.70 feet to a fence post found for an angle point,
4. N 47° 09' 23" W a distance of 126.39 feet to a fence post found for an angle point,
5. N 46° 10' 02" W a distance of 430.76 feet to a fence post found for an angle point, and
6. N 45° 58' 42" W a distance of 436.29 feet to a 1/2-inch iron rod found near a fence corner post at the western base of an old rock wall for the west corner of said 62.10 acre tract and of the tract described herein, same being the south corner of Lots 35 and 36, said Quail Meadows Subdivision;

## EXHIBIT A

57.260 Acres  
Samuel Pharras Sur., A-360  
Kyle, Hays County, Texas

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THENCE with the western line of said 62.10 acre tract and of the tract described herein, same being the southeastern line of said Quail Meadows Subdivision, said line marked by an old fence, the following three (3) courses and distances:

1. N 43° 14' 24" E a distance of 609.84 feet to a fence post found for an angle point,
2. N 42° 48' 32" E a distance of 252.56 feet to a fence post found for an angle point, and
3. N 43° 08' 51" E a distance of 467.67 feet to the POINT OF BEGINNING and containing 57.260 acres of land, more or less.

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

LAI WORD FILE: FN0573R1(wdo)

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, William D. O'Hara, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of June and July 2002, and March 2005, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 7<sup>th</sup> of April 2005 A.D.

Locomix Austin, Inc.  
Austin, Texas 78746



William D. O'Hara  
William D. O'Hara  
Registered Professional Land Surveyor  
No. 4878, State of Texas



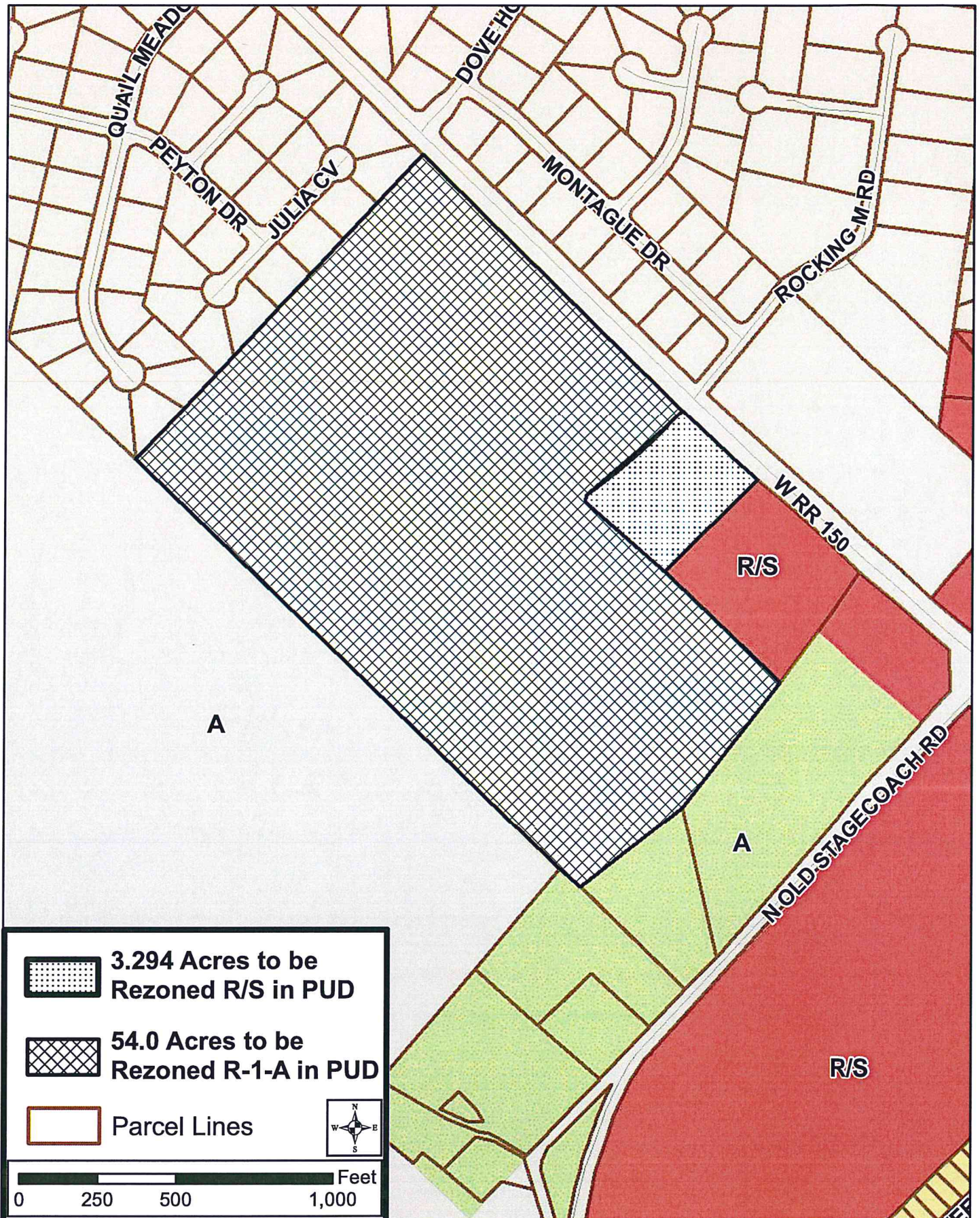


# Exhibit B

Z-20-0067

1915 W RR 150

57.294 Acres





# **Exhibit C**

## PUD Standards



## **Kyle 57 PUD Development Standards**

### **Section 1. General Provisions**

- (A) **Project Described.** Kyle 57 PUD shall include compatible residential and commercial uses as more particularly depicted on **Exhibit B** (the “Concept Plan”). The Property shall be development as a single family residential community with over 11 acres of open space, trail system and public park that includes a pool and amenity site. Commercial endeavors will serve and provide convenience to the residential tract and general public. The remainder will be necessary infrastructure and right of way.
- (B) **Project Enhancements.** The Developer will provide the following improvements within the project:
- (1) Entry improvements including an entry monument constructed from durable materials such as concrete, metal, and masonry, with lighting and landscaping, a landscaped median, a landscaped roundabout, and street trees.
  - (2) A landscaped frontage along FM 150 including a fence constructed from masonry or concrete, trees, and other landscaping.
  - (3) Landscape improvements in common areas throughout the community including trails, open lawns, natural areas, seating areas, playscape and a dog park.
  - (4) A private amenity site including a swimming pool and restrooms.
  - (5) All landscape improvements will include permanent irrigation.
- (C) **Applicability.** Development of and uses within the Kyle 57 PUD shall conform to the limitations and conditions set forth herein. If the regulations of the Kyle 57 PUD and the attached exhibits conflict with the City Code, the regulations set forth herein shall control. Except as otherwise specifically modified by the Kyle 57 PUD, all other rules, regulations, and ordinances of the City in effect at the time of permit application apply to development within the Kyle 57 PUD.

### **Section 2. Residential Tract**

- (A) The use and development of the Residential Tract, as more particularly depicted on Concept Plan, shall be subject to the use and development standards of Single-Family Attached District ‘R-1-A’ as the base zoning district, except as modified below.
- (1) Detached single-family structures are permitted.
  - (2) The maximum density shall be 4.7 dwelling units per buildable acre. Notwithstanding anything in the Kyle City Code to contrary, which is hereby modified to the extent of any conflict, as used herein, the term “buildable acre” is defined as each acre within the Residential Tract save and except for (i) 1.07 acres that are encumbered by utility easements existing on the date of this ordinance, and (ii) 2.9 acres of parkland which would have otherwise been required under the Kyle City Code. The total amount of “buildable acres” in the Residential Tract is 50.03 acres for the purposes of determining the maximum density allowed within the Residential Tract.

- (3) The minimum living space per residential unit shall be fourteen hundred (1,400) square feet. For lots located within the Kyle 57 PUD behind Lots 36 and 37 of the Quail Meadows Subdivision, recorded as Volume 7, Page 47 in the Hays County Plat Records, and behind to the property located at 1501 North Old Stagecoach Road, Kyle, Texas ("Neighboring Tracts"), the residential dwelling unit shall be restricted to a one-story residence.
  - (4) The minimum residential lot width as measured at the front yard setback shall be forty feet (40') and the minimum lot size shall be four thousand four hundred (4,400) square feet. For lots located within the Kyle 57 PUD behind the Neighboring Tracts, the minimum residential lot width shall be sixty (60) feet.
  - (5) A minimum of ten percent (10%) of the residential lots with detached single-family structures shall be at least sixty feet (60') wide as measured at the front yard setback.
  - (6) A minimum of twenty percent (20%) of the residential lots with detached single-family structures shall be between fifty feet (50') and sixty feet (60') wide as measured at the front yard setback.
  - (7) The minimum front setback for lots under sixty feet (60') wide shall be ten feet (10') and municipal utility easements located on front lot lines shall be a minimum of ten feet (10') wide.
  - (8) The minimum front setback for lots sixty feet (60') wide or greater shall be twenty feet (20').
  - (9) The minimum side setback for lots under sixty feet (60') wide with detached single-family structures shall be five feet (5') and municipal utility easements located on side lot lines shall be a minimum of five feet (5') wide.
  - (10) The minimum rear setback for residential lots with front-loaded detached garages shall be five feet (5'). The minimum rear setback for all other residential lots shall be ten feet (10'). For lots located within the Kyle 57 PUD behind the Neighboring Tracts, the minimum rear setback shall be fifteen (15) feet.
  - (11) The minimum side setback for detached garages constructed on residential lots shall be zero feet (0'). Municipal utility easements shall not be required on side lot lines for lots on which a detached rear garage will be constructed. Detached single-family living structures must comply with Section 2(A)(7) above.
  - (12) The minimum size of garages shall be four hundred (400) square feet. No additional on-site storage (attached to house or detached) shall be required.
  - (13) The overhang of an eave of a residential building is permitted to encroach within the setbacks and municipal utility easements.
  - (14) The minimum parking required for each residential dwelling unit is two (2) spaces. No additional spaces shall be required for dwelling units with more than two bedrooms.
- (B) The same house plan may be built on every other detached single-family residential lot on either side of the street so long as the house is differentiated by elevation, material and colors. An elevation may only be used once per five (5) consecutive houses.

Developer shall be responsible for tracking and ensuring the arrangement of house plans comply, and in the event the house plan configuration is not in compliance, Developer will be solely responsible for any changes necessary to achieve compliance.

- (C) Residential lots may be accessed from (1) a public right of way or (2) by an alley only. Blocks with lots that are accessed only by an alley shall contain no more than forty (40) such lots on a single block face and shall be of such configuration that no portion of any building on any such lot will be more than one thousand fifty (1,050) feet from the right-of-way of an internal street to which the alley is connected.
- (D) Lots under sixty feet (60') wide shall have either:
  - (1) Rear-loaded garages with access from a shared alley,
  - (2) Detached rear garages with access from a fourteen foot (14') wide shared-use driveway, measured from edge of pavement to edge of pavement, on alternating lot lines, or
  - (3) Side access if on a corner lot.
- (E) Detached rear garages may be built with a shared wall, so long as it is built to a two-hour fire rating standard.

### **Section 3. Commercial Tract**

The use and development of the Commercial Tract, as more particularly depicted on the Concept Plan, shall be subject to the use and development standards of Retail and Services District 'RS' as the base zoning district.

### **Section 4. Parkland and Open Space**

- (A) Owner shall develop a privately maintained public open space and trail system to be dedicated to the City ("Public Parkland"). Open space less than five (5) contiguous acres may be dedicated to the City without a variance. The Public Parkland shall be maintained by a property owners' association.
- (B) The Public Parkland is an eligible improvement under a Public Improvement District.

### **Section 5. Subdivision Infrastructure**

- (A) The maximum number of living units equivalent (LUEs) for the Residential and Commercial Tracts is two hundred and fifty (250) LUEs.
- (B) Except as otherwise provided below for the Kyle 57 PUD, all streets, roads, sidewalks, drainage, water, and wastewater lines and facilities and all other infrastructure within the Property (the "Subdivision Infrastructure") will be constructed by Owner to meet City Code.
- (C) The width of the alley right of way shall be twenty feet (20'). The minimum pavement width for alleys, measured from edge of pavement to edge of pavement, shall be sixteen feet (16').
- (D) The City shall coordinate with adjacent landowners to ensure that internal streets that are designed to access adjacent properties are connected in a manner that creates a safe and City Code compliant street network.

- (E) The City shall accept completed Subdivision Infrastructure for ownership, operation, and maintenance in compliance with City Code. The City shall not unreasonably deny, delay, or condition its acceptance of the Subdivision Infrastructure.

## **Section 6. Landscaping**







- (A) Except as provided herein, all entry collector and internal streets will be planted with street trees at an average spacing of fifty feet (50') on center.
  - (1) Street trees will not be required in locations in which they would conflict with the canopies of existing shade trees. Street trees shall have a minimum three-inch (3") caliper, measured six inches (6") above the root ball.
  - (2) In order to maximize the preservation of existing trees and to allow for the creation of a more natural, park-like environment along Parkway Street, as depicted on the Concept Plan, the placing of street trees shall not be required along Parkway Street. No formal street design for tree placement will be required and street trees may be planted along Parkway Street to supplement existing trees as the Developer deems appropriate.
- (B) Street trees planted on or immediately adjacent to a residential lot shall also count toward the minimum (2) trees required for that lot under Section 54-5 of the City Code. Any other street trees required pursuant to this section of the Kyle 57 PUD shall also count fully as replacement trees under Section 54-12 of the City Code. Under no circumstance shall any provision of this Section reduce the total number of trees that would otherwise be required under Sections 54-5 and 54-12 of the City Code. The street tree requirement continues to apply even after all other requirements of Section 54-5 and 54-12 of the City Code have been satisfied.
- (C) A fence shall be constructed along the property line of the Kyle 57 PUD adjacent to the Neighboring Tracts. The fence will be six (6) feet in height and constructed with wrought iron, horizontal wood frame with cattle panel, or something comparable in height and building standards.

## **Section 7. Permits and Approvals**

- (A) Mass grading of the Property may begin before final approval of the plats is received from the City.
- (B) Development of the Residential Tract shall utilize the City's process which allows for vertical construction to commence once asphalt for street improvements is poured and properly cured and before formal acceptance is received.
- (C) Construction of model homes may commence before water and wastewater infrastructure is formally accepted by the City. However, in no event shall the model homes be connected to City water and wastewater facilities before the infrastructure is properly constructed and fully functional.
- (D) Development of the Residential Tract shall utilize the City's alternative process for review and approval of required development permit applications which allows development permit applications to run concurrently.



**LEGEND:**

- |   |                         |   |              |
|---|-------------------------|---|--------------|
|  | 40' LOTS - ALLEY LOAD   |  | COMMERCIAL   |
|  | 55' LOTS - REAR GARAGE  |  | OPEN SPACE   |
|  | 60' LOTS - FRONT GARAGE |  | AMENITY SITE |





# Appendix B

## FM 150 Water Facilities Service, Financing, and Construction Agreement

## FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT

This Agreement is between Anthem Municipal Utility District ("*Anthem MUD*"); Kyle 150, LP ("*Kyle 150*"), a Texas Limited Partnership; HMBRR Development, Inc., a Texas Corporation ("*HMBRR*"), the City of Kyle, a Texas home rule municipality (the "*City*"), Kyle Mortgage Investors, LLC, a limited liability company ("*Kyle 57*"), David Beseda ("*Beseda*"), and Covey Fund I, LP, a Texas limited partnership ("*the Covey Fund*") (HMBRR, Kyle 57, Beseda, and the Covey Fund are sometimes referred to in this Agreement as "*Water Return Line Users*"). The City, Anthem MUD, Kyle 150, and the Water Return Line Users are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*".

### RECITALS

A. Kyle 150 is the owner of that certain approximately 422 acre parcel of real property located in the extra-territorial jurisdiction of the City of Mountain City and within the Anthem MUD boundaries which it proposes to develop as a master-planned, single-family residential subdivision consisting of approximately 1650 single-family homes and related improvements (the "*Anthem Tract*"). The Anthem Tract is depicted on the map of the affected properties attached hereto and incorporated herein as **Exhibit "A"** (the "*Property Map*") and more particularly described on **Exhibit "A-1"**.

B. Anthem MUD is a municipal utility district duly formed and validly existing under the laws of the State of Texas to provide retail water and wastewater service to the Anthem Tract. Anthem MUD has agreed to reimburse Kyle 150 for a portion of the costs to construct water and wastewater facilities necessary to serve the Anthem Tract, including without limitation the water facilities contemplated in this Agreement.

C. HMBRR is the owner of that certain approximately 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which it proposes to develop as a master-planned, residential development consisting of approximately 2100 residential units and related amenities and improvements (the "*6 Creeks Tract*"). The 6 Creeks Tract is depicted on the Property Map and more particularly described on **Exhibit "A-2"**.

D. The Covey Fund is the owner of that certain approximately 10 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the "*the Covey Fund Tract*"). The Covey Fund Tract is depicted on the Property Map and more particularly described on **Exhibit "A-3"**.

E. Beseda is the owner of that certain approximately 4.84 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the "*Beseda Tract*"). The Beseda Tract is depicted on the Property Map and more particularly described on **Exhibit "A-4"**.

F. Kyle 57 is the owner of that certain approximately 57 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future residential uses (the "*Kyle 57 Tract*"). The Kyle 57 Tract is depicted on the Property Map and more particularly described on **Exhibit "A-5"**.

G. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Blanco River Ranch Properties, L.P., the owner of

1307 acre parcel of real property located in the City, and/or its Extra-Territorial Jurisdiction, which such owner proposes to develop as master-planned, residential and commercial development consisting of approximately 1400 residential units and related amenities and improvements (the "*Blanco River Ranch Tract*"). The Blanco River Ranch Tract is depicted on the Property Map and more particularly described on **Exhibit "A-6"**.

H. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Lennar, the owner of 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which such owner proposes to develop as master-planned, residential development consisting of residential units and related amenities and improvements (the "*Plum Creek North Tract*"). The Plum Creek North Tract is depicted on the Property Map and more particularly described on Exhibit "**A-7**".

I. The City entered into a Retail Water and Wastewater Services Agreement (the "*Anthem Contract*") dated September 20, 2016 with Mountain City 150, LP ("MC 150") pursuant to which MC 150 agreed to pay its pro rata share in constructing an elevated water storage tank with a combined capacity of 2.039 million gallons (the "*Anthem Storage Tank*"). The Anthem Contract provides that, in connection with the construction of the Anthem Storage Tank, MC 150 agreed to construct: (i) a water force main and related appurtenances from the site of the Anthem Storage Tank to the main entryway into the residential development to be located on the Anthem Tract (the "*Anthem Water Main*"); (ii) a water force main and related pump stations and appurtenances from the Anthem Tract's proposed main entryway along FM 150 to a point of connection with the City's water system (the "*FM 150 Water Main*"), noted as the Point of Entry on the water facilities plan attached hereto as **Exhibit "B"** (the "*Water Facilities Plan*"); and, (iii) a one hundred thousand (100,000) gallon Ground Storage Tank, purely at the cost and benefit of Anthem.

J. MC 150 assigned the Anthem Contract to Anthem MUD in November 2016 and Anthem MUD has assumed all obligations of MC 150 in the Anthem Contract. MC 150 was subsequently dissolved, and Kyle 150 is the successor development entity for the Anthem Project.

K. The City entered into a De-annexation and Development Agreement (the "*6 Creeks Agreement*") dated May 16, 2017 with Blanco River Ranch Properties, LP, or its successors and assigns. On September 20, 2017, Blanco River Ranch Properties properly assigned its rights under the 6 Creeks Agreement to HMBRR. The 6 Creeks Agreement provides, among other things, that HMBRR shall (i) advance and pay a pro-rata share of the costs to construct the Anthem Storage Tank, (ii) construct a return line ("*Water Return Line*") from the Anthem Storage Tank to a delivery point noted on the Water Facilities Plan, and (iii) negotiate in good faith with the City if the City requests the oversizing of any utility facilities to be constructed pursuant to the 6 Creeks Agreement.

L. The original plan set forth in the Anthem Contract for the Anthem Storage Tank called for the construction of a combined 2.039 million gallon elevated storage tank



and a 100,000 gallon ground storage tank. The City has determined that the original plan in the Anthem Contract should be modified, based on modeling to accommodate functional need, so that a 800,000 gallon elevated storage tank ("*Anthem Elevated Storage Tank*" or the "*EST*") and a 500,000 gallon ground storage tank ("*Anthem Ground Storage Tank*") to be constructed on the site designated on the Water Facilities Plan. On the site of the Anthem Ground Storage Tank, additional property may be conveyed to the City for the site of an optional future 500,000 gallon ground storage tank expansion ("*Additional Ground Storage Tank*").

M. Subsequent to the execution of the Anthem Contract and the 6 Creeks Agreement, the City determined that the properties owned by Kyle 57, Beseda, and the Covey Fund would benefit from an oversized Water Return Line and capacity in the Anthem Ground Storage Tank and Anthem Elevated Storage Tank. Kyle 57, Beseda, and the Covey Fund are each agreeable to paying their pro-rata share of the Water Return Line the Anthem Ground Storage Tank and the Anthem Elevated Storage Tank, subject to the terms and conditions of this Agreement.

N. The Parties recognize that the FM 150 Water Main and the majority of the Water Return Line can be constructed in the same utility easement running alongside of FM 150, as depicted in the Water Facilities Plan, and that economies of scale exist to provide for costs savings for all Parties if the FM 150 Water Main and the Water Return Line are constructed concurrently.

O. Pursuant to the Anthem Contract, Anthem MUD or Kyle 150 on behalf of Anthem MUD is required to construct a 100,000 gallon ground storage tank within the timeframe required set forth in the Anthem Contract.

P. Anthem MUD has designed the FM 150 Water Main, the Anthem Ground Storage Tank, the Water Return Line and all other necessary, appropriate and related facilities. Henceforth the FM 150 Water Main, the Anthem Ground Storage Tank and the Water Return Line are known as the "*FM 150 Water Facilities*" or the "*Project*". Anthem MUD bid the Project, and the Project is in the process of being constructed in accordance with all applicable rules and regulations. The City has approved the plans specifications for the construction of the Project (the "*Approved Plans*").

Q. Construction of the Additional Ground Storage Tank will require there to be additional capacity in the Anthem Elevated Storage Tank to comply with all regulatory rules.

R. The City desires to cause the Anthem Elevated Storage Tank to be designed with an alternative design of 1 million gallons and to provide for cost participation in the oversized design and construction of the expanded facility. The 800,000 gallon tank will serve the parties to this Agreement. The alternative design will provide the City the option to participate in the cost of oversizing the Anthem Elevated Storage Tank from 800,000 gallons to 1 million gallons, and use the added capacity in the Anthem Elevated Storage Tank to accommodate the future construction of the Additional Ground Storage Tank.

S. The City has contracted with the owner of the Plum Creek North Tract to pay for its respective pro-rata share of the Anthem Elevated Storage Tank, and the City will make payment on behalf of such owner for such pro-rata share.

T. The City has anticipated the need of the Blanco River Ranch Tract, and while there is not a finalized development agreement for said property, there is an interim development agreement between the City and the owner of the Blanco River Ranch Tract, in place serving as a reasonable planning tool. The City has agreed to pay for such owner's pro-rata share of the Anthem Elevated Storage Tank. The City intends to recover such costs paid on behalf of such owner along with any other reasonable charges during their first phase of development of the Blanco River Ranch Tract.

U. This Agreement sets forth the Parties agreements regarding the financing and construction of the FM 150 Water Facilities, payment for the design, permitting, and construction of the FM 150 Water Facilities, and the Parties respective rights and obligations relating to the FM 150 Water Facilities. This Agreement further sets forth the agreements regarding the design, financing, and construction of the EST.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### **Article I. FM 150 Water Facilities**

##### **1.01. Project Schedule, Budget, and Participation Percentages.**

(a) The Parties agree to cooperate with Anthem MUD's efforts to complete the construction of the FM 150 Water Facilities in accordance with the schedule attached as **Exhibit "C"** (the "*Project Schedule*"). The Project is underway and Anthem MUD will ensure construction of the Project is completed in accordance with this Agreement and the Project Schedule.

(b) The initial budget for the Project (the "*Project Budget*") is attached as **Exhibit "D"**. The Project Budget will be updated as provided in this Agreement.

(c) The allocated shares of the costs of each component of the Project for Kyle 150 on behalf of Anthem MUD, the City (on behalf of the owners of the Blanco River Ranch Tract and Plum Creek North Tract), and each of the Water Return Line Users are set forth on the attached **Exhibit "E"** (the "*Participation Percentages*").

**1.02. Project Management and Project Engineer.** Kyle 150 on behalf of Anthem MUD will serve as project manager for the Project. Atwell, LLC will serve as the project engineer for the Project (the "*Project Engineer*").

**1.03. Easements.** All necessary utility easements to construct the FM 150 Water Main and the Water Return Line have been or will be made available to Kyle 150 prior to construction on the Project.

**1.04. Plan Preparation and Approval.** Kyle 150, on behalf of Anthem MUD, has caused the Approved Plans for the Project to be prepared by the Project Engineer sufficient to provide water service to the Water Return Line Users as required in this Agreement and in accordance with (i) the Anthem Contract; (ii) this Agreement; (iii) the Project Schedule; (iv) all applicable federal, State, and City laws, rules and regulations, including environmental regulations, that are applicable to the Project; and (v) good engineering and design practices. The Parties agree that the FM 150 Water Main and the Water Return Line are to be constructed concurrently. The Project Engineer has submitted the Approved Plans for the Project to the City and the Water Return Line Users and the City and the Water Return Line Users have approved such plans and specifications. The City warrants and represents that the Project and the Approved Plans meet all of its applicable legal requirements, and that the FM 150 Water Facilities once constructed in accordance with the Approved Plans are sufficient to provide water service to the Water Return Line Users as required by this Agreement without any further off-site improvements being required.

**1.05. Bidding and Contract Requirements.**

(a) The Project Engineer has advertised the Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts, including Chapters 49 and 54, Texas Water Code, based on the design, plans and specifications approved by the Parties. At the time of the Effective Date of this Agreement, construction on the Project has commenced.

(b) The Project Engineer, at the request of any Party, will provide a copy of the bids and bid tabulation to such Party, as well as the award of the contract.

(c) The construction contract(s) for the Project includes the following provisions:

(1) That the contractor(s) will comply with the requirements of Section 5(e) related to insurance;

(2) That a minimum of Ten percent (10%) retainage shall be withheld from each payment made to the contractor(s);

(3) That the contractor(s) will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the Project sites;

(4) That the contractor will indemnify the Parties from any liability arising out of claims arising due to contractor's activities within the Project work sites; and

(5) Any other provisions required to be included in the contract(s) under this Agreement.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

(d) The contractor(s) for the Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and both Kyle 150 and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor is cancelled, the contractor(s) will be required to promptly notify Kyle 150 and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work.

(e) Kyle 150, on behalf of Anthem MUD, has executed the construction contract(s) for the Project and, upon request, will deliver a copy of the contract to the Parties. Kyle 150 agrees to comply with all of the terms, conditions and covenants of the construction contract(s).

#### **1.06. Construction; Inspection and Financing.**

(a) Kyle 150, on behalf of Anthem MUD will cause the contractor(s) for the Project to continue with construction and to complete construction in accordance with the Project Schedule, the Anthem Contract, this Agreement, the Project Budget and the Approved Plans, after the Effective Date of this Agreement. The Project will be constructed in conformity with the Approved Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Project Engineer will inspect the construction and provide Kyle 150 on behalf of Anthem MUD and the Parties with monthly construction status reports. Upon request, the Parties or a designee of a Party may accompany the Project Engineer to inspect construction on the Project.

(b) The Project Engineer will monitor and confirm the percentage of completion of the Project existing from time to time and deliver written notice to the Parties of the percentage of completion.

(c) Kyle 150, on behalf of Anthem MUD, shall receive all pay applications from the contractor(s) relating to the Project ("*Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) Cause the Project Engineer to prepare a statement of the percentage of construction of the Project completed to the date of the Contractor's Pay Application (the "*Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Anthem MUD (the "*Approved Pay Application*");

(2) Obtain the Project Engineer's certification of the amount of the Approved Pay Application payable by each of the Water Return Line Users and the portion of the contract price remaining to be paid by the City and Kyle 150 on behalf of Anthem MUD to complete the payment of the Approved Pay Application (the "*Certification*"); and



(3) Obtain an affidavit signed by the contractor(s), in the form of a conditional waiver and release of lien upon progress payment, in a form reasonably acceptable to the Parties, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*Waiver and Release*"). The Approved Pay Application, the Certification, and the Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved Pay Application, Certification and Waiver and Release, the Parties must each fund their share of the Approved Pay Application as provided in this Agreement, less retainage and any other amounts allowed to be withheld under the construction contract(s), in accordance with State law. Each Party will make payment for its share of the Approved Pay Application directly to Kyle 150 by check, mailed to the applicable address in Section 4.03 of this Agreement, or by any alternative format approved by Kyle 150. Kyle 150 shall promptly and timely pay all outstanding amounts for Approved Pay Applications, including the pro rata share of Kyle 150.

(e) Failure of a Party to fund a payment contemplated in this Agreement shall not relieve Kyle 150 of its obligation to make timely payments to the contractor(s) for Approved Pay Applications for the Project.

(f) If a Party fails to timely make a required payment for an approved Pay Application, unless such payment has been properly disputed pursuant to the provisions of this Agreement, Kyle 150 on behalf of Anthem MUD may require said Party to pay the Party's remaining pro rata share of the Project to an escrow agent to be held in escrow pursuant to escrow agreement reasonably acceptable to Kyle 150 on behalf of Anthem MUD and such Party (the "*Payment for Remaining Pro Rata Share*"), as calculated by the Project Engineer, in accordance with the updated Project Budget and Participation Percentages. A Payment for Remaining Pro Rata Share will be made within thirty (30) days of notice by Kyle 150 and shall be held by the escrow agent and utilized to make payments on Approved Pay Applications as they are requested by the contractor(s).

(g) If a Party fails to timely make a required payment and, after notice from Kyle 150, fails to make a Payment for Remaining Pro Rata Share, such inaction will be considered a default under this Agreement and written notice of such default shall be provided to the City.

(h) The Parties may dispute a Pay Application by giving written notice to Kyle 150 and the Project Engineer of the amount of the Pay Application disputed and the specific basis for the dispute within twenty (20) days of receipt of the Pay Application; provided that a dispute will only be permitted if any of the Parties, in good faith, allege that the work covered by the Pay Application has not been completed in accordance with the applicable construction contract or the terms of this Agreement, or if there is a default by the contractor under the construction contract in question, and if the disputing Party

has paid any amount that is not in dispute. Failure to dispute a Pay Application in a timely and proper manner as described herein, waives the right to dispute.

(i) The Parties shall cooperate to resolve any dispute permitted under this Section 1.06 promptly in order to avoid a default under the construction contract or this Agreement.

(j) The Parties agree that change orders that increase the original contract price under the construction contract(s) for the Project by a cumulative amount of \$50,000 or less do not require approval. All change orders that increase the original contract price under the construction contract for the Project by more than \$50,000 in the aggregate must be approved by the City Council unless the change order is required by an emergency. The Parties will not unreasonably condition, withhold or delay their approval of any proposed change order. If any change order amends the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the Parties.

**1.07. Completion.** Upon final City inspection, the City shall approve the construction if completed in compliance with the approved plans. After City approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Project to the City, including any maintenance bonds required by the City at the time of acceptance. Anthem MUD or Kyle 150 on behalf of Anthem MUD shall furnish evidence of the conveyance of facilities to the City contained in the Project to the Water Return Line Users promptly upon request. The City agrees to accept the Project for ownership, operation and maintenance upon such final completion, inspection and approval. The Parties intend that all costs of the Project incurred by Kyle 150, or any other Party to the Agreement, will be eligible for reimbursement from a water district or public improvement district, as applicable and as provided by state law. The Parties acknowledge and agree that only Kyle 150 has any right to reimbursement from Anthem MUD. The Parties each acknowledge and agree that any monies spent on improvements related to water service for the Parties' projects are not subject to reimbursement or purchase by Anthem MUD.

**1.08. Default and Termination.**

(a) If Kyle 150 defaults under this Agreement, the Parties shall have the ability individually or collectively to pursue any and all valid remedies at law or in equity, including specific performance, in a court of competent jurisdiction. Kyle 150 will be in default under this Agreement upon the occurrence of one or more of the following events (an "*Event of Default*"):

(1) Kyle 150 fails to commence or complete design and permitting of the Project in accordance with this Agreement; or fails to commence, diligently pursue or complete construction or fails to achieve completion of the Project in accordance with this Agreement, and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so; or



(2) Kyle 150 fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so.

(b) The City will have the right, but not the obligation, to assume the construction contract(s) and to complete the Project in the event of a default by Kyle 150 under this Agreement. If Kyle 150 defaults under this Agreement and the City elects to assume the construction contract(s), Kyle 150 shall cooperate with the City, including assignment of the construction contract(s), if necessary. To the extent the City assumes the construction contract(s), the City shall be obligated to perform all of the duties and obligations and shall have all of the rights of Kyle 150 under this Agreement.

## **Article II. Elevated Storage Tank**

**2.01. Project Schedule, Budget, and Participation Percentages.** Anthem MUD, Kyle 150, HMBRR, Kyle 57, Beseda, the Covey Fund, and the City (the "*EST Parties*") agree to cooperate to complete the construction of the Anthem Elevated Storage Tank and all related facilities and appurtenances (the "*EST Project*") in accordance with the schedule attached as **Exhibit "F"** (the "*EST Project Schedule*"). The EST Parties' allocated shares of the costs of the EST Project are set forth in **Exhibit E**. The preliminary budget for the EST Project is reflected in attached **Exhibit D** and will be updated as provided in this Agreement.

**2.02. EST Project Defined.** The EST Project is further defined as the design, construction, and completion of the Anthem Elevated Storage Tank, in accordance with construction plans approved by the City, good engineering practices, and applicable local, state, and federal regulations, to be located on the property designated in **Exhibit B**. The EST Project will be designed as an 800,000 gallon elevated storage tank, and alternatively as a 1 million gallon elevated storage tank as provided in this Agreement.

**2.03. Easements.** The EST Parties will grant the City any easements needed for the construction and operation of the EST Project upon request by the City in a form acceptable to the City.

**2.04. Design.** Kyle 150, on behalf of Anthem MUD, will cause the EST Project to be designed in accordance with the EST Project Schedule. The EST Parties will share in the costs to design the EST Project, which is estimated to be \$324,000.00 (the "*EST Design Costs*") according to the Participation Percentages set forth in **Exhibit E**. The EST Parties shall pay for the EST Design Costs in accordance with the following schedule:

(1) Within 30 days of Kyle 150's delivery of written notice to the EST Parties, the EST Parties will deposit 25% of their respective portion of the EST Design Costs with the Kyle 150.



(2) Within 30 days of Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are 50% complete, the EST Parties will deposit an additional 25% of their respective portions of the EST Design Costs with Kyle 150.

(3) Within 30 days of the Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of the EST Project, the EST Parties will deposit the final 50% of their respective portion of the EST Design Costs with Kyle 150.

(4) Kyle 150 shall use the EST Design Costs payments solely for the purpose of paying the consultant for designing the EST Project.

(5) If a EST Party fails to pay any installment of the EST Design Costs when due, Kyle 150 will deliver written notice to the EST Party of such failure and, if the EST Party does not deliver that installment of the EST Design Costs within 30 days of the date of the City's notice, the City may withhold further development approvals until the installment in question is delivered to the City.

**2.05. Bidding the EST Project.** Atwell, LLC will serve as the EST Project Engineer for the EST Project. The EST Project Engineer will advertise the EST Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts including Chapters 49 and 54, *Texas Water Code*, and in accordance with the legal requirements applicable to the City including Local Government Code Chapter 252, based on the design, plans and specifications approved by the City. The bid advertisement or notice must be published within a time frame that allows for construction of the EST Project to commence by March 1, 2021.

(a) The EST Project Engineer will provide the City engineer and the City's purchasing agent with: (i) prior written notice of the dates for publication of the notice to bidders and the opening of the bids received in response to the notice; and (ii) a copy of the published bid notice.

(b) The bid documents will specifically include notice to the bidders of the requirement to submit a primary bid proposal for an 800,000 gallon elevated storage tank; the requirement to submit an alternative bid proposal for a 1,000,000 gallon elevated storage tank; the EST Project Schedule, including any liquidated damages imposed for non-compliance with the EST Project Schedule; and the requirement that the EST Parties will be jointly funding the cost of the EST Project as provided in this Agreement. The bid documents will also require that the bid prices for the EST Project be separately itemized. Should the City elect to oversize the Anthem Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids.

(c) The EST Project Engineer will coordinate the receipt and opening of the bids, will provide a copy of the bids and bid tabulation to the EST Parties, City engineer and the City's purchasing agent for review, and will recommend, with the concurrence of



the City engineer, awarding the contract or contracts for the EST Project to the lowest responsible bidder or bidders.

(d) The City will notify the Project Engineer within thirty days of the date of the bid opening of the City's election to participate in the oversizing of the EST Project, and in such event, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of a 1 million gallon Anthem Elevated Storage Tank with the selected bidder. If the City declines to oversize the elevated storage tank, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of an 800,000 gallon Anthem Elevated Storage Tank with the selected bidder instead.

**2.06. Contract Terms.** The construction contract(s) for the EST Project will include the following provisions:

(a) That the EST Parties will each pay a share of the costs under the contract based on the Participation Percentages described in **Exhibit E** of this Agreement;

(b) That the contractor will comply with the requirements of Section 1.05(d) related to insurance;

(c) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor; and

(d) That the contractor will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the EST Project site;

(e) That the contractor will indemnify the EST Parties from any liability arising out of claims arising due to contractor's activities within the Anthem Elevated Storage Tank work site.

**2.07. Initial/Supplemental Construction Deposits, Refunds.** Within 15 days of the EST Project Engineer's delivery of notice of the recommended contract award(s), which will be accompanied by an updated budget based on the approved bid price(s), each EST Party will deliver to the City funds in the amount of 110% of its Participation Percentage of the revised cost of the EST Project as shown on the updated budget to secure its obligation to make payment when due under the construction contract(s) for the EST Project (the "*Construction Deposit*"). The Construction Deposit will be held by the City in a separate account, in trust for the EST Parties, and will be used solely to pay sums coming due under the EST Construction Contract. After construction of the EST is complete and the City has inspected and accepted the EST, the EST Project Engineer and the City shall work together to determine a final accounting of the EST Project. The final accounting shall be delivered to the EST Parties and the City will refund any funds remaining in the Construction Deposit to the EST Parties, based upon the pro rata contributions of the EST Parties and participant percentages included in Exhibit "E".

To the extent the Project Engineer determines that the anticipated costs of the EST Project have exceeded or will exceed the funds in the Construction Deposit, the Project Engineer will estimate the pro rata share of each EST Party relating to the cost

overruns. After approval of the estimated cost overruns by the City, the Project Engineer will provide notice to each EST Party and each EST Party will deliver to the City funds in the amount of its Participation Percentage of the estimated cost overruns within 30 days.

**2.08. Insurance and Payment and Performance Bonds.** The contractor(s) for the EST Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, Kyle 150, LP and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor(s) for the EST Project is cancelled, the contractor will be required to promptly notify the EST Parties and the City and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the EST Project site.

**2.09. Contract Execution.** The EST Project Engineer will execute the construction contract for the EST Project and, upon execution, will promptly deliver a copy of the contract to the EST Parties. Each construction contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the construction contract and to complete the EST Project in the event of a default by the EST Parties under this Agreement, including a failure by Kyle 150 to commence, pursue or complete the construction of the EST Project in accordance with the EST Project Schedule, as provided in **Exhibit F** of this agreement.

**2.10. Construction Reports, Pay Applications, Change Orders.**

(a) The EST Project will be constructed in strict conformity with the approved plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The EST Project Engineer will inspect the construction and provide the Parties with monthly construction status reports.

(b) The EST Project Engineer will monitor and confirm the percentage of completion of the EST Project existing from time to time and deliver written notice to the EST Parties of the percentage of completion and any corresponding percentage payment to be made by the City pursuant to Article II of this agreement.

(c) The EST Project Engineer shall receive all pay applications from the contractor relating to the EST Project ("*EST Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) cause the Project Engineer to prepare a statement of the percentage of construction of the EST Project completed to the date of the Contractor's Pay Application (the "*EST Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Kyle 150 (the "*Approved EST Pay Application*");

(2) obtain the EST Project Engineer's certification of the amount of the Approved Pay Application attributable to each of the EST Parties and payable from the Construction Deposit and the portion of the contract price remaining that is attributable to each EST Party (the "*EST Certification*"); and

(3) obtain an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*EST Waiver and Release*").

The Approved EST Pay Application, the EST Certification, and the EST Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved EST Pay Application, Certification and Waiver and Release, the City shall release payment from the Construction Deposit, less retainage, unless a Party has timely and properly objected to an EST Pay Application. The City shall promptly and timely pay all outstanding amounts for Approved EST Pay Applications, including the pro rata share of Kyle 150.

(e) A EST Party may dispute a EST Pay Application by giving written notice to the City, and the EST Project Engineer of the amount of the EST Pay Application disputed and the specific basis for the dispute within 15 days of receipt of the EST Pay Application; provided that a dispute will only be permitted if any of the EST Parties, in good faith, allege that the work covered by the EST Pay Application has not been completed in accordance with the applicable construction contract or if there is a default by the contractor under the construction contract in question, and any of the EST Parties shall pay any amount that is not in dispute.

(f) The EST Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(g) Any change orders over \$50,000 or that increases the overall project cost by \$50,000 will be subject to approval by the City before work contemplated by the change order begins unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the EST Project Engineer will promptly update the budget and provide a copy of the update to the City, Anthem MUD and Kyle 150. Anything to the contrary contained in this Subsection notwithstanding, the City's share of the original contract price under any construction contract for the EST Project may not be increased by change orders by more than 25% without City Council Approval.

**2.11. Completion.** Upon final City inspection and approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the EST Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the EST Project to the City, including any maintenance bonds required by the City at the time of acceptance.



## **2.12. Default and Termination.**

(a) If Kyle 150 defaults under Article II of this Agreement, the City will have the right, but not obligation, to assume the construction contract or contracts for the EST Project and proceed with the construction of the EST Project in accordance with the EST Project Schedule. In such case, the City will have the right to utilize the Construction Deposit to complete the EST Project. Kyle 150, or the remaining Parties if applicable, will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 causes the EST Project to fail to commence or complete design; commence, diligently pursue or complete construction or to achieve completion in accordance with the EST Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(2) An EST Party fails to post a Construction Deposit when required under this Agreement and fails to cure such failure within five days of receipt of written notice from the City to do so; or

(3) An EST Party fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within 15 days of receipt of written notice from the City to do so.

(b) At any time following an Event of Default, the City may notify the EST Parties that the City intends to assume and perform Kyle 150's outstanding obligations under this Agreement for construction of the EST Project. If the City gives notice that the City intends to perform Kyle 150's outstanding obligations under this Agreement for the construction of the EST Project following an Event of Default, then the City may assume the construction contract or contract(s) and use the Construction Deposit to pay for the costs of construction of the Project (the "*Performance Rights*"). The City will further have the right to assign its Performance Rights to an owner or purchaser of land in the area that is intended to receive service through the Project (the "*Service Area*").

(c) If the City does not elect to exercise its Performance Rights, the City agrees that it will, upon the request of an EST Party or an assignee of an EST Party that is an owner or purchaser of land in the Service Area, assign its Performance Rights to the requesting EST Party or assignee of an EST Party. In such event, the assignee will assume the City's Performance Rights and the EST Parties agree that the assignee may assume the construction contract or contracts for and with respect to the design, permitting and construction of the EST Project and will have the right to make applications to the City for and to receive funding from the Construction Deposit held by the City, as provided in Section 2.07, to make payments as contemplated in Section 2.10.



### Article III. Provision of Water Services

#### **3.01 Service Commitment.**

(a) Subject to the terms and conditions of this Agreement, including the payment of all applicable fees and charges as set forth below, the City agrees to provide water service to customers within the Covey Tract, Beseda Tract and Kyle 57 Tract (the "FM 150 Properties") in a quantity set forth in **Exhibit D** for such tracts (the "Service Commitment"). The quantity of water service made available to any connection within those tracts will be determined according to meter size in accordance with the City's rules, regulations, and policies.

(b) The City's obligation to serve each of the FM 150 Properties is expressly contingent on the respective owners of their respective tracts (including successors and assigns) being compliant with their obligations under this Agreement and with City's rules, regulations, and policies.

(c) City shall have no obligation to provide water service to any portion of the FM 150 Properties until all of the following condition precedents have been satisfied:

(1) the lands to be furnished water service have received final subdivision plat approval by all governmental entities;

(2) with jurisdiction, and recorded for the phase of development within the respective tract to be furnished water service;

(3) City has received all necessary governmental approvals for the provision of services to the respective tract;

(4) the internal water facilities required to provide service the respective have been completed in accordance with plans and specifications approved by City, are operational, and have been conveyed to and accepted by City;

(5) all easements and other real property interests in the respective tract required to be conveyed to City under this Agreement have been dedicated to City; and

(6) all required fees and charges have been paid to City.

(d) Notwithstanding anything in Section 3.01(c) above to the contrary, the City hereby acknowledges and agrees that the living unit equivalents ("LUEs") of water service capacity allocated to the FM 150 Properties in the Service Commitment is hereby capacity that is reserved to the owners of such tracts and may not be allocated or committed to any other owner, property or water service customer so long as this Agreement remains and full force and effect.

**3.02 Service Commitment to HMBRR.** The City confirms that by satisfying its obligations under this Agreement, HMBRR shall be entitled to receive water service

from the City to the 6 Creeks Tract (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the 6 Creeks Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the 6 Creeks Tract.

#### **Article IV. Miscellaneous**

**4.01. Force Majeure.** For purposes of this Agreement, "Force Majeure" means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project or the EST Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project or the EST Project, or delays in governmental or regulatory approvals required for the Project or the EST Project beyond the time periods provided for such approvals in the Project Schedule or EST Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

**4.02. Future Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**4.03. Notices.** Any notice given under this Agreement must be in writing and may be given:

- (1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;
- (2) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid;
- (3) by personally delivering it to the Party; or
- (4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.



Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

Kyle 150:	Clark Wilson 5312 Park Hollow Lane Austin TX, 78746	Anthem MUD Winstead PC, Attn: Judy McAngus 401 Congress, Suite 2100 Austin, TX 78701
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Water Return Line Users:

HMBRR Development	HMBRR Development c/o Hanna/Magee Co. Attn: Jay Hanna 1011 North Lamar Blvd. Austin, Texas 78703
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Kyle 57	Milestone Community Builders, LLC Attn: Garrett Martin 9111 Jollyville Road, Suite 111 Austin, TX 78759	Kyle Mortgage Investors, LLC Attn: Linda Pastel 10800 Wilshire Blvd, Suite 2101 Los Angeles, CA 90024
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David Beseda	David Beseda 2310 Portofino Ridge Austin, Texas 78735
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The Covey Fund I, LP	Attn: Brett Findley, Principal 2205 N. Lamar, Blvd, Suite 113 Austin, Texas 78705
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City of Kyle	Attn: City Manager 100 W. Center Street Kyle, Texas 78640
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4.04. **Construction.** This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

4.05. **Enforcement.** In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may

otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

**4.06. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

**4.07. Assignment.**

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of HMBRR, Kyle 57, the Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

**4.08. Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

<b>Exhibit A:</b>	Property Map and Property Descriptions (Exhibits A-1 through A-7)
<b>Exhibit B:</b>	FM 150 Water Facilities Plan
<b>Exhibit C:</b>	FM 150 Water Facilities Project Schedule
<b>Exhibit D:</b>	FM 150 Water Facilities & Elevated Storage Tank Project Budget
<b>Exhibit E:</b>	FM 150 Water Facilities & Elevated Storage Tank Participation Percentages
<b>Exhibit F:</b>	EST Project Schedule
<b>Exhibit G:</b>	EST Project Budget

**4.09. Authority for Execution.** All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final vertical stroke.




4.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Kyle 150, the District, and the Water Return Line Users.

4.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Executed on the date or dates indicated below, to be effective as of  
July 16, 2020.

**Anthem Municipal Utility District:**

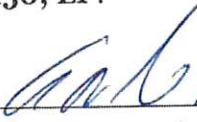
By: 

Name: Brandon Brydson

Title: President

Date: 7/3/2020

**Kyle 150, LP:**

By:  Kyle KO, GP LLC

Name: Clark Wilson

Title: manager

Date: 7-3-2020

**HMBRR, Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Kyle 57:**

By: **KYLE MORTGAGE INVESTORS, LLC**  
a Colorado limited liability company

DocuSigned by:  
Name: Linda Pastel  
6014402241244E1...

Printed Name: Linda Pastel

Title: Managing Partner

Date: 7/16/2020 | 3:26 PM CDT

**David Beseda:**

By: 

Name: DAVID BESEDA

Title: OWNER

Date: 7/6/20

**The Covey Fund I, LP:**

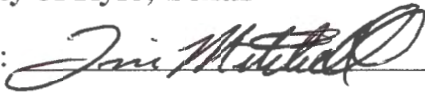
By: Covey Fund I, LP

Name: BRETT FINDLEY

Title: MANAGER

Date: 7/6/2020

**City of Kyle, Texas**

By: 

Name: Travis Mitchell

Title: Mayor

Date: 7/10/2020



0 1500' 3000'  
SCALE: 1" = 3000'

ANTHEM TRACT  
(ANTHEM  
MUD/KYLE 150, LP)

PLUM CREEK  
NORTH TRACT  
(CITY OF KYLE)

KYLE 57 TRACT  
(KYLE MORTGAGE INVESTORS, LLC)

BESEDA TRACT  
(DAVID BESEDA)

BLANCO RIVER  
RANCH TRACT  
(CITY OF KYLE)

6 CREEKS TRACT  
(HMBRR DEVELOPMENT, INC)

COVEY FUND TRACT  
(COVEY FUND I, LP)

CYPRESS ROAD

OLD STAGECOACH ROAD

INTERSTATE  
35

## LEGEND

— PARTICIPANT PROPERTY BOUNDARIES

EXHIBIT A  
PROPERTY MAP, FM 150  
WATER FACILITIES SERVICE, FINANCING, AND  
CONSTRUCTION AGREEMENT



# ATWELL

866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704



## **Exhibit "A-1"**

**"Anthem" Kyle 150, L.P.**

**EXHIBIT A-1  
PROPERTY DESCRIPTION  
412.992 ACRES**

**BEING 412.992 ACRES OF LAND LOCATED IN THE ANDREW DUNN LEAGUE, ABSTRACT NO. 4, THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100 AND THE JESSE DAY SURVEY, ABSTRACT 152 IN HAYS COUNTY, TEXAS AND BEING A REMAINDER OF THE SAME LAND CONVEYED TO MOUNTAIN CITY-150, L.P., CALLED TRACT 1, A 599.25 ACRE TRACT AND TRACT 2 A CALLED 73.693 ACRE TRACT AS DESCRIBED IN VOLUME 5272, PAGE 475 AND A CALLED 857 SQUARE FOOT TRACT 3 AND A 0.308 ACRE TRACT 4 AS DESCRIBED IN VOLUME 5272, PAGE 490 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 412.992 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½-inch iron rod located on the northwesterly right of way line of RM 150, an 80 foot wide public right of way, for the southwest corner of said 73.693 acre Tract 2, same being the northwest corner of a called 17.95 acre tract described in a deed to Robert and Linda Rosebrock recorded in Volume 1126, Page 236 of the Hays County Deed Records;

**THENCE**, with the northwest right of way line of said RM 150 the following courses and distances:

1. N45°54'47"W, 312.73 feet with the westerly line of said 73.693 acre tract to a Texas Department of Transportation Type 1 Concrete Monument;
2. N44°00'03"W, 1476.41 feet to a Texas Department of Transportation Type 1 Concrete Monument found at the beginning of a curve to the left;
3. with the arc of said curve to the left, passing the most southerly southwest corner of said 599.25 acre tract, a found 3/8-inch iron rod at an arc distance of 39.42 feet, passing the southerly corner of a 875 square foot and 0.308 acre tract described in a deed to Mountain City – 150, L.P. in Volume 5272, Page 490 and continuing for an arc distance of 568.29 feet, having a radius of 1185.90 feet, a central angle of 27°27'23" and a chord bearing and distance of N57°43'45"W, 562.87 feet to a ½-inch iron rod with cap stamped "AST" set for corner on said northwesterly right of way line, same being on the southerly line of a called 581.00 acre tract described in a deed to M I W L S, LP and being a re-entrant corner and most westerly south corner of the herein described tract;

**THENCE**, leaving the northwesterly right of way line of RM 150 and with the common line of said 581.00 acre tract and said 599.25 acre tract the following courses and distances:

1. N88°36'39"E, 1422.09 feet to a ½-inch iron pipe found for an angle point in said line;
2. N88°38'02"E, 25.14 feet to a Mag Nail in concrete for an interior ell corner of the herein described tract;
3. N01°42'12"W, 2818.15 feet to a found 8-inch diameter Cedar Fence Post for an interior ell corner of the herein described tract;

4. S87°57'12"W, 2442.13 feet to a found 8-inch diameter Cedar Fence Post for an exterior ell corner of the herein described tract, same being the southeast corner of said 752.05 acre tract;

**THENCE**, with the westerly line of said 599.25 acre tract, same being the easterly line of said 752.05 acre tract, N01°27'27"E, 1085.94 feet to a ½-inch iron rod with cap stamped "AST" found;

**THENCE**, leaving said westerly line and crossing said 599.25 acre tract, same being the south line of a called 250.097 acres to the City of Austin in Document No. 19010061 of the Official Public Records of Hays County, Texas the following courses and distances:

1. N42°57'57"E, 440.38 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
2. N20°52'40"E, 1067.39 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N37°09'29"E, 492.15 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S85°09'20"E, 319.53 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. N84°25'47"E, 294.59 feet to a ½-inch iron rod with cap stamped "AST" found for corner to the beginning of a curve to the left;
6. with the arc of a non-tangent curve to the left, 511.24 feet, having a radius of 871.82 feet, a central angle of 33°35'56" and a chord bearing and distance of N68°19'13"E, 503.95 feet to a ½-inch iron rod with cap stamped "AST" found for corner and a point of compound curvature;
7. with a compound curve to the left, 763.84 feet, having a radius of 1431.82 feet, a central angle of 30°33'56" and a chord bearing and distance of N32°21'48"E, 754.81 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. N08°59'58"E, 277.34 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
9. N09°56'17"E, 409.55 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
10. with the arc of a non-tangent curve to the left, 835.46 feet, having a radius of 2082.16 feet, a central angle of 22°59'23" and a chord bearing and distance of N48°50'55"E, 829.87 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
11. N37°50'06"E, 277.44 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
12. N45°32'16"E, 192.35 feet to a ½-inch iron rod with cap stamped "AST" found for corner on the southwesterly line of a called 1974.77 acre tract described in a deed as Tract 6, and recorded in Volume 3533, Page 150 of said deed records and being on the northeasterly line of said 599.25 acre tract;

**THENCE**, with said southwesterly line, same being the northeasterly line of said 599.25 acre tract, S47°09'20"E, 189.32 feet to a 5-inch diameter Cedar fence post found with 3 mag nails and shiner at the north corner of Tract 4, Indian Creek Ranch Subdivision as recorded in Volume 6, Page 59 of the Hays County Plat Records;

**THENCE**, leaving the southwesterly line of said 1974.77 acre tract, and with easterly line of said 599.25 acre tract the following courses and distances:

1. With the westerly line of said Indian Creek Ranch Tract 4, S06°08'47"W, 1374.75 feet to a ½-inch iron pipe found at the southwest corner of said tract 4, same being the northwest corner of Tract 2 of said Indian Creek Ranch and angle point in said easterly line;
2. With the westerly line of said Tract 2, S06°09'17"W, 2965.57 feet to a ½-inch iron rod with cap stamped "AST" found for corner;

**THENCE**, leaving said westerly line of said Tract 2 of Indian Creek Ranch, crossing said 599.25 acre tract the following courses and distances:

1. N 83°51'07" W a distance of 98.94' to a ½-inch iron rod with cap stamped "AST" found for corner;
2. S 06°08'54" W a distance of 281.11 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N 89°15'50" E a distance of 1221.70 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S 00°29'01" E a distance of 271.28 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. S 32°42'55" W a distance of 611.20 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
6. S 87°44'24" W a distance of 57.88 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
7. S 11°37'37" W a distance of 411.37 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. S 78°22'23" E a distance of 199.18 feet to a ½-inch iron rod with cap stamped "AST" found for corner in the west line of Hays Consolidated Independent School District;

**THENCE**, with the said west line of Hays Consolidated Independent School District, and with easterly line of said 599.25 acre tract the following courses and distances:

1. S11°36'28"W, 359.03 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
2. S10°09'51"W, 395.16 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
3. S10°11'50"W, 101.83 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
4. S10°09'55"W, 625.50 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
5. S12°41'22"W, 447.62 feet to a Nail in a 6-inch fence corner post for an angle point in said line;
6. S42°49'53"W, 93.56 feet to a 30-inch Live Oak tree for an angle point in said line;
7. S00°59'19"W, 13.67 feet to an iron rod with cap stamped RPLS 4542 at the southwest corner of said School District tract and the southeast corner of said 599.25 acre tract and being a point on the northerly line of said 73.693 acre Tract 2;

**THENCE**, with the northerly line of said 73.693 acre tract, N88°39'49"E, passing a ½-inch iron rod at 243.73 feet and continuing for a total distance of 325.41 feet to a ½-inch iron rod on the southerly line of said School District tract and being the northwest corner of Lot 6, Century Acres, a subdivision of record in Volume 6, Page 53 of the Hays County Plat Records;

**THENCE**, with said easterly line of said 73.693 acre tract and with the westerly line of said Lot 6 and 7 of said Century Acres and the easterly line of said Lot 2B and 2C Resubdivision of Lot 2B of the Resubdivision of Lot 2 Century Acres of record in Document No. 17040812 of the Hays County Official Public Records,

S13°28'59"E, 1658.91 feet to a ½-inch iron pipe found for the southeast corner of said 73.693 acre tract, same being the southwest corner of said Lot 2B and the common northerly corner of Lots 8 and 9 of Meadow Woods Section Two, a subdivision of record in Volume 3, Page 188 of said Plat Records, same being the northeast corner of said 17.95 acre tract;

**THENCE**, with the northerly line of said 17.95 acre tract, same being the southerly line of said 73.693 acre tract, S88°38'38"W, passing an iron rod with cap stamped "McMillan" at 103.02 feet and continuing for a total distance of 1505.09 feet to the **POINT OF BEGINNING** and containing, 412.992 acres of land, more or less.

## Exhibit "A-2"

### HMBRR – "6 Creeks Tract"

Blanco River Ranch  
858.70 acres

#### PROPERTY DESCRIPTION EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS  $\frac{1}{4}$  LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**BEGINNING** at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

**THENCE**, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

**THENCE**, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a  $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

**THENCE** leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

**THENCE**, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

**THENCE**, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

**THENCE**, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of



a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

**THENCE**, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

**THENCE**, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

**THENCE**, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

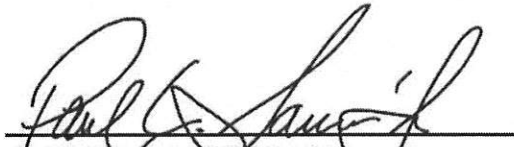
**THENCE**, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

**THENCE**, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 858.70 acres of land, more or less.

#### SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
December 5, 2016



## **Exhibit "A-4"**

David Beseda  
2310 Portofino Ridge  
Austin, TX 78735  
Travis County  
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SAURVEY,  
ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre  
tract described in Correction Warranty Deed recorded in Volume 2671, Page 863,  
Official Public Records, Hays County, Texas.

## **Exhibit "A-5"**

Kyle Mortgage Investors LLC  
10800 Wilshire Boulevard, Unit 2101  
Los Angeles, CA 90024  
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360,  
Hays County, Texas,



0 1500' 3000'  
SCALE: 1" = 3000'

**ANTHEM TRACT**  
(ANTHEM MUD/KYLE 150, LP)

PROPOSED GROUND/ELEVATED  
STORAGE TANKS  
"ANTHEM STORAGE TANK"

150

CONNECTING WATER LINE TO  
BLANCO RIVER RANCH TRACT

**BLANCO RIVER  
RANCH TRACT**  
(CITY OF KYLE)

CONNECTING WATER LINE  
TO 6 CREEKS TRACT  
"WATER RETURN LINE"

CONNECTING WATER LINE  
TO ANTHEM TRACT  
"FM 150 WATER MAIN"

BLANCO RIVER RANCH/ 6 CREEKS  
INTERNAL WATER LINE

**6 CREEKS TRACT**  
(HMBRR DEVELOPMENT, INC.)

CONNECTING WATER LINE  
TO PLUM CREEK  
NORTH TRACT

**PLUM CREEK  
NORTH TRACT**  
(CITY OF KYLE)

2770

"ANTHEM WATER MAIN"

"ANTHEM MAIN WATER LINE ENTRANCE"

KOHLERS CROSSING

**KYLE 57 TRACT**  
(KYLE MORTGAGE INVESTORS, LLC)

RM 150 STATION  
BOOSTER PUMP STATION

**BESEDA TRACT**  
(DAVID BESEDA)

CONNECTION  
w/ CITY OF KYLE  
PRESSURE PLANE 2  
"POINT OF ENTRY"

**COVEY FUND TRACT**  
(COVEY FUND I, LP)

150

INTERSTATE  
35

**"FM 150 WATER FACILITIES" =**  
- "ANTHEM WATER MAIN"  
- "WATER RETURN LINE"  
- "ANTHEM GROUND STORAGE TANK"



**"ANTHEM STORAGE TANK"**

"ANTHEM ELEVATED STORAGE TANK" = 800,000 GAL

"ANTHEM GROUND STORAGE TANK" = 500,000 GAL

"ADDITIONAL GROUND STORAGE TANK" = 500,000 GAL

**LEGEND**

-  PARTICIPANT  
PROPERTY  
BOUNDARIES
-  CONNECTING  
WATER LINE

**EXHIBIT B  
WATER FACILITIES PLAN**



## Exhibit "C"

### FM 150 Water Facilities Project Schedule

- Water Line System including 12" feed line to Anthem, 16" distribution return line to 6 Creeks and all internal Anthem Phase 1A water lines estimated completion January 2021
- RM 150 Pump Station estimated completion date January 2021
- Hoover Drive Pump Station and initial ground storage tank estimated completion Date February 2021



Exhibit D

FM 150 Water Facilities & Elevated Storage Tank  
Project Budget

		Anthem	6 Creeks	Kyle 57	Findley	Beseda	(City of Kyle) Plum Creek North	(City of Kyle) Blanco River Ranch Tract
	Maximum LUE Allocations	1,650	1,000	240	100	50	1,400	2,100
Engineer	Atwell							
Contractor	CCC/Carlton							
<b>RM 150 Station</b>	<b>\$2,831,078</b>							
ESC Improvements	\$82,984	\$45,041	\$27,297	\$6,551	\$2,730	\$1,365	\$0	\$0
Water Improvements	\$2,011,789							
Mobilization and Traffic Control	\$22,000	\$11,941	\$7,237	\$1,737	\$724	\$362	\$0	\$0
Pump Station and Trans Line	\$979,880	\$979,880	\$0	\$0	\$0	\$0	\$0	\$0
Return Line	\$1,009,909	\$0	\$726,553	\$174,373	\$72,655	\$36,328	\$0	\$0
Site Improvements	\$99,305							
Mobilization and Demobilization	\$65,000	\$35,280	\$21,382	\$5,132	\$2,138	\$1,069	\$0	\$0
Site Work	\$34,305	\$34,305	\$0	\$0	\$0	\$0	\$0	\$0
Electric Improvements	\$637,000	\$637,000	\$0	\$0	\$0	\$0	\$0	\$0
Return Line Engineering	\$68,000	\$0	\$48,921	\$11,741	\$4,892	\$2,446	\$0	\$0
Engineering for Common Infrastructure and Agreement	\$40,000	\$0	\$28,777	\$6,906	\$2,878	\$1,439	\$0	\$0
Return Line Staking	\$20,000	\$0	\$14,388	\$3,453	\$1,439	\$719	\$0	\$0
Return Line Testing	\$15,000	\$0	\$10,791	\$2,590	\$1,079	\$540	\$0	\$0
Sub Total	\$2,974,078	\$1,743,446	\$885,347	\$212,483	\$88,535	\$44,267	\$0	\$0
10% Contingency	\$283,108	\$174,345	\$78,247	\$18,779	\$7,825	\$3,912	\$0	\$0
Total	\$3,257,186	\$1,917,791	\$963,594	\$231,262	\$96,359	\$48,180	\$0	\$0
<b>Hoover Drive</b>	<b>\$3,769,032</b>							
Anthem Initial 100,000 gallon tank	\$111,111	\$111,111	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Ground Storage Tank	\$526,834	\$100,308	\$87,224	\$20,934	\$8,722	\$4,361	\$122,114	\$183,171
800,000 gallon Elevated Storage Tank	\$1,900,000	\$361,755	\$314,570	\$75,497	\$31,457	\$15,728	\$440,397	\$660,596
ESC Improvements	\$36,841	\$12,111	\$0	\$1,352	\$563	\$282	\$9,013	\$13,520
Site Improvements	\$187,470	\$61,630	\$0	\$6,880	\$2,867	\$1,433	\$45,864	\$68,796
Pump Station Water Improvements	\$777,776	\$255,691	\$0	\$28,542	\$11,893	\$5,946	\$190,282	\$285,422
Electric Improvements	\$229,000	\$75,283	\$0	\$8,404	\$3,502	\$1,751	\$56,024	\$84,037
Elevated Storage Tank Engineering Design	\$324,000	\$61,689	\$53,642	\$12,874	\$5,364	\$2,682	\$75,099	\$112,649
Engineering CA	\$25,000	\$8,219	\$0	\$917	\$382	\$191	\$6,116	\$9,174
Staking	\$20,000	\$6,575	\$0	\$734	\$306	\$153	\$4,893	\$7,339
Testing	\$15,000	\$4,931	\$0	\$550	\$229	\$115	\$3,670	\$5,505
Sub Total		\$1,059,303	\$455,436	\$156,684	\$65,285	\$32,643	\$953,473	\$1,430,209
10% Contingency	\$376,903	\$97,789	\$40,179	\$14,161	\$5,900	\$2,950	\$86,369	\$129,554
Total	\$4,529,935	\$1,157,091	\$495,615	\$170,845	\$71,185	\$35,593	\$1,039,842	\$1,559,763
<b>Phase 1A Water Improvements</b>	<b>\$18,600</b>	<b>\$0</b>	<b>\$13,381</b>	<b>\$3,212</b>	<b>\$1,338</b>	<b>\$669</b>	<b>\$0</b>	<b>\$0</b>
10% Contingency	\$1,860	\$0	\$1,338	\$321	\$134	\$67	\$0	\$0
	\$20,460	\$0	\$14,719	\$3,533	\$1,472	\$736	\$0	\$0
<b>Subtotals</b>	<b>\$7,807,581</b>	<b>\$3,074,882</b>	<b>\$1,473,929</b>	<b>\$405,640</b>	<b>\$169,017</b>	<b>\$84,508</b>	<b>\$1,039,842</b>	<b>\$1,559,763</b>

# Exhibit E

## FM 150 Water Facilities & Elevated Storage Tank Participation Percentages

	Anthem	6 Creeks	Kyle 57	Findley	Beseda	Lennar	BRR
RM 150 Return line Participation	0%	72%	17%	7%	4%	0%	0%
Common RM 150 Pump Station and Transmission Main Participation	54%	33%	8%	3%	2%	0%	0%
RM 150 Pump Station Site Work	100%	0%	0%	0%	0%	0%	0%
Elevated and Ground Storage Tank Participation	19%	17%	4%	2%	1%	23%	35%
Hoover Drive Participation	33%	0%	4%	2%	1%	24%	37%

Exhibit F

EST Project Schedule

- Project Design Completion 1<sup>st</sup> Quarter 2021
- Design Review and Permitting 3<sup>rd</sup> Quarter 2021
- Bidding and Contract Award November 2021
- Complete Construction 4<sup>th</sup> Quarter 2022

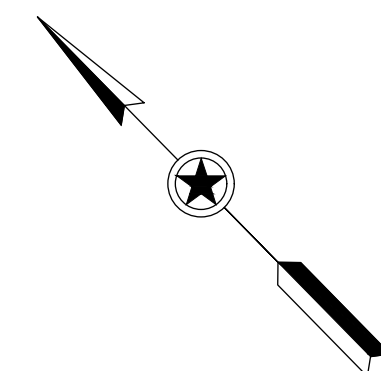
## Exhibit G

### Estimated 800,000 gallon EST Project Budget

• Estimated Civil Design Budget	\$200,000
• Estimated Electrical	\$30,000
• Estimated Structural Design	\$20,000
• Estimated Const. Admin	\$64,000
• Estimated Coatings Inspection	\$10,000
• Estimated Construction Cost	\$1,900,000

# Appendix C

## Overall Water Distribution System Plan



NTS

R151959  
HMBRR LP #2

KYLE 57  
WATER LAYOUT

 **ATWELL**  
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704



# Appendix D

## Off-Site Wastewater Agreement

## FM 150 WASTEWATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT

This FM 150 Wastewater Facilities Service, Financing, and Construction Agreement (this “*Agreement*”) is between Milestone Community Builders, LLC, a Texas limited liability company (“*MSCB*”), David Beseda (“*Beseda*”), and Covey Fund I, LP, a Texas limited partnership (“*Covey Fund*”), sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”. The Parties are sometimes collectively referred to in this Agreement as “*Wastewater Line Users*”.

### RECITALS

A. MSCB has entered into a contract to acquire a 57 acre parcel of real property owned by Kyle Mortgage Investors, LLC, a Colorado limited liability company (“*Kyle 57*”), which is located in the City and currently used for agricultural purposes but may be developed for future residential and commercial uses (the “*Kyle 57 Tract*”). The Kyle 57 Tract is depicted on the Property Map attached as **Exhibit “A”** and more particularly described on **Exhibit “A-1”**.

B. Covey Fund is the owner of that certain approximately 10 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*Covey Fund Tract*”). The Covey Fund Tract is depicted on the Property Map attached as **Exhibit “A”** and more particularly described on **Exhibit “A-2”**.

C. Beseda is the owner of that certain approximately 4.84 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*Beseda Tract*”). The Beseda Tract is depicted on the Property Map attached as **Exhibit “A”** and more particularly described on **Exhibit “A-3”**.

D. This Agreement sets forth the Parties agreements regarding the financing and construction of a wastewater force main and related appurtenances (“*FM 150 Wastewater Facilities*” or the “*Project*”), payment for the design, permitting, and construction of the FM 150 Wastewater Facilities, and the Parties respective rights and obligations related to the FM 150 Wastewater Facilities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### Article I. FM 150 Wastewater Facilities

#### 1.01. Project Schedule, Budget, and Participation Percentages.

(a) The Parties agree to cooperate to complete the construction of the FM 150 Wastewater Facilities in accordance with the schedule attached as **Exhibit “B”** (the “*Project Schedule*”). The Project is underway, and MSCB will ensure construction of the Project is completed in accordance with this Agreement and the Project Schedule.

(b) The initial budget for the Project (the “*Project Budget*”) is attached as **Exhibit “C”**. The Project Budget will be updated as provided in this Agreement.

(c) The allocated shares of the costs of each component of the Project for each of the Wastewater Line Users are set forth on the attached **Exhibit “D”** (the “*Participation Percentages*”).

**1.02. Project Management and Project Engineer.** MSCB will serve as project manager for the Project. Atwell, LLC will serve as the project engineer for the Project (the “*Project Engineer*”). The Project Engineer will design the FM 150 Wastewater Facilities and all other necessary, appropriate, and related facilities. The Project Engineer will bid the Project, and the Project will be designed and constructed in accordance with all applicable rules and regulations. Review and approval of the plans and specifications by the City is required prior to construction of the Project (the “*Approved Plans*”).

**1.03. Easements.** All necessary utility easements to construct the FM 150 Wastewater Facilities have been or will be made available to the City prior to construction on the Project. Pursuant to a separate written agreement between the Parties and Kyle 57, the Parties shall ensure that all utility easements necessary for the construction of FM 150 Wastewater Facilities are appropriately granted and conveyed by Kyle 57. Promptly following execution of this Agreement and upon determination by the Project Engineer and the City that the location of the utility easements are approved and final, (i) MSCB shall coordinate and cause Kyle 57 to grant an easement to the City to allow for a wastewater service line to be constructed across the Kyle 57 Tract in the approximate location identified on **Exhibit “F”** to serve the Beseda Tract, and (ii) Covey Fund shall grant an easement to the City to allow for a wastewater main line to be constructed across the Covey Fund Tract in the approximate location identified on **Exhibit “F”** to connect to the City’s public wastewater system. In addition, the Parties agree to work together to grant other easements as necessary to ensure sufficient wastewater service is provided to the Wastewater Line Users by the FM 150 Wastewater Facilities and associated improvements as constructed pursuant to this Agreement.

**1.04. Plan Preparation and Approval.** MSCB has caused the Approved Plans for the Project to be prepared by the Project Engineer sufficient to provide wastewater service to the Wastewater Line Users as required in this Agreement and in accordance with (i) this Agreement; (ii) the Project Schedule; (iii) all applicable federal, State, and City laws, rules and regulations, including environmental regulations applicable to the Project; and (iv) good engineering and design practices. The Project Engineer will submit the Approved Plans to the Wastewater Line Users for review and approval of such plans and specifications. The Project Engineer will ensure that the Approved Plans meet all of applicable legal requirements, and that the FM 150 Wastewater Facilities once constructed in accordance with the Approved Plans are sufficient to provide wastewater service to the Wastewater Line Users as required by this Agreement without any further off-site improvements being required.

**1.05. Bidding and Contract Requirements.**

(a) The Project Engineer will advertise the Project for bid in the name of MSCB in accordance with the legal requirements applicable to municipal utility districts, including Chapters 49 and 54 of the Texas Water Code, based on the design, plans and specifications approved by the Parties. At the time of the Effective Date of this Agreement, construction on the Project has not commenced.

(b) The Project Engineer, at the request of any Party, will provide a copy of the bids and bid tabulation to such Party, as well as the award of the contract.

(c) The construction contract(s) for the Project includes the following provisions:

- (1) That the contractor(s) will comply with the requirements of Section 1.05(d) related to insurance;
- (2) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor(s);
- (3) That the contractor(s) will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the Project sites;
- (4) That the contractor will indemnify the Parties from any liability arising out of claims arising due to contractor's activities within the Project work sites; and
- (5) Any other provisions required to be included in the contract(s) under this Agreement.

(d) The contractor(s) for the Project will be required to post payment and performance bonds with the City, as necessary, in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and MSCB will be named as an additional insured or beneficiary, as appropriate, of such insurance and bonds. If the insurance of the contractor is cancelled, the contractor(s) will be required to promptly notify MSCB and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work.

(e) MSCB will execute the construction contract(s) for the Project and, upon request, will deliver a copy of the contract to the Parties. MSCB agrees to comply with all of the terms, conditions and covenants of the construction contract(s).

#### **1.06. Construction; Inspection and Financing.**

(a) MSCB will cause the contractor(s) for the Project to proceed with construction and to complete construction in accordance with the Project Schedule, this Agreement, the Project Budget and the Approved Plans, after the Effective Date of this Agreement. The Project will be constructed in conformity with the Approved Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Project Engineer will inspect the construction and provide MSCB and the Parties with monthly construction status reports. Upon request, the Parties or a designee of a Party may accompany the Project Engineer to inspect construction on the Project.

(b) The Project Engineer will monitor and confirm the percentage of completion of the Project existing from time to time and deliver written notice to the Parties of the percentage of completion.

(c) MSCB shall receive all pay applications from the contractor(s) relating to the Project ("*Pay Applications*"). In order to obtain any progress payment payable to the contractor, MSCB must:

(1) Cause the Project Engineer to prepare a statement of the percentage of construction of the Project completed to the date of the contractor's Pay Application (the "*Completion Percentage*") and state that the Pay Application has been approved by the Project Engineer and MSCB (the "*Approved Pay Application*");

(2) Obtain the Project Engineer's certification of the amount of the Approved Pay Application that is payable by each of the Wastewater Line Users to complete the payment of the Approved Pay Application (the "*Certification*"); and

(3) Obtain an affidavit signed by the contractor(s), in the form of a conditional waiver and release of lien upon progress payment, in a form reasonably acceptable to the Parties, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*Waiver and Release*"). The Approved Pay Application, the Certification, and the Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved Pay Application, Certification and Waiver and Release, the Parties must each fund their share of the Approved Pay Application as provided in this Agreement, less retainage and any other amounts allowed to be withheld under the construction contract(s), in accordance with State law. Each Party will make payment for its share of the Approved Pay Application directly to MSCB by check, mailed to the applicable address in Section 3.03(c) of this Agreement, or by any alternative format approved by MSCB. MSCB shall promptly and timely pay all outstanding amounts for Approved Pay Applications.

(e) Failure of a Party to fund a payment contemplated in this Agreement shall not relieve MSCB of its obligation to make timely payments to the contractor(s) for Approved Pay Applications for the Project.

(f) If a Party fails to timely make a required payment for an Approved Pay Application, unless such payment has been properly disputed pursuant to the provisions of this Agreement, MSCB may require said Party to pay the Party's remaining pro rata share of the Project to an escrow agent to be held in escrow pursuant to escrow agreement reasonably acceptable to MSCB on behalf of MSCB and such Party (the "*Payment for Remaining Pro Rata Share*"), as calculated by the Project Engineer, in accordance with the updated Project Budget and Participation Percentages. A Payment for Remaining Pro Rata Share will be made within thirty (30) days of notice by MSCB and shall be held by the escrow agent and utilized to make payments on Approved Pay Applications as they are requested by the contractor(s).

(g) If a Party fails to timely make a required payment and, after notice from MSCB, fails to make a Payment for Remaining Pro Rata Share, such inaction will be considered a default under this Agreement.

(h) The Parties may dispute a Pay Application by giving written notice to MSCB and the Project Engineer of the amount of the Pay Application disputed and the specific basis for the dispute within twenty (20) days of receipt of the Pay Application; provided that a dispute will only be permitted if any of the Parties, in good faith, allege that the work covered by the Pay Application has not been completed in accordance with the applicable construction contract or the terms of this Agreement, or if there is a default by the contractor under the construction contract in question, and if the disputing Party has paid any amount that is not in dispute. Failure to dispute a Pay Application in a timely and proper manner as described herein, waives the right to dispute.

(i) The Parties shall cooperate to resolve any dispute permitted under this Section 1.06 promptly in order to avoid a default under the construction contract or this Agreement.

(j) The Parties agree that change orders that increase the original contract price under the construction contract(s) for the Project by a cumulative amount of \$50,000 or less do not require approval. All change orders that increase the original contract price under the construction contract for the Project by more than \$50,000 in the aggregate must be approved by the Parties unless the change order is required by an emergency. The Parties will not unreasonably condition, withhold or delay their approval of any proposed change order. If any change order amends the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the Parties.

**1.07. Completion.** Upon final City inspection and approval of the construction in compliance with the Approved Plans, MSCB will convey the Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Project to the City, including any maintenance bonds required by the City at the time of acceptance and the Parties agree to cooperate and take all actions reasonably required by the City to effectuate such conveyance. MSCB shall furnish evidence of the conveyance of facilities to the City contained in the Project to the Wastewater Line Users promptly upon request. The Parties intend that all costs of the Project incurred by MSCB, or any other Party to this Agreement, will be eligible for reimbursement from a water district or public improvement district, as applicable and as provided by state law. The Parties each acknowledge and agree that any monies spent on improvements related to wastewater service for the Parties' projects are not subject to reimbursement or purchase by MSCB.

**1.08. Default and Termination.** If a Party defaults under this Agreement, the other Parties shall have the ability individually or collectively to pursue any and all valid remedies at law or in equity, including specific performance, in a court of competent jurisdiction. A party will be in default under this Agreement upon the occurrence of one or more of the following events (an "*Event of Default*"):

(a) MSCB fails to commence or complete design and permitting of the Project in accordance with this Agreement; or fails to commence, diligently pursue or complete construction or fails to achieve completion of the Project in accordance with this Agreement, and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Wastewater Line Users to do so; or

(b) A Party fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the other Parties to do so.



## Article II. Miscellaneous

2.01. **Force Majeure.** For purposes of this Agreement, “Force Majeure” means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project, or delays in governmental or regulatory approvals required for the Project beyond the time periods provided for such approvals in the Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

2.02. **Future Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

### 2.03. Notices.

given: (a) Any notice given under this Agreement must be in writing and may be

(1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;

(2) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid;

(3) by personally delivering it to the Party; or

(4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.

(b) Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

(c) For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

MSCB:	Milestone Community Builders, LLC
	Attn: Garrett Martin
	9111 Jollyville Road, Suite 111

Austin, TX 78759

Beseda: David Beseda  
2310 Portofino Ridge  
Austin, TX 78735

Covey Fund: Covey Fund I, LP  
Attn: Brett Findley, Principal  
2205 N. Lamar, Blvd, Suite 113  
Austin, TX 78705

**2.04. Construction.** This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

**2.05. Enforcement.** In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

**2.06. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

**2.07. Assignment.**

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of MSCB, Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

**2.08. Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

**Exhibit A:** Property Map and Property Descriptions  
(Exhibits A-1 through A-3)

**Exhibit B:** FM 150 Wastewater Facilities Project Schedule  
**Exhibit C:** FM 150 Wastewater Facilities Project Budget  
**Exhibit D:** FM 150 Wastewater Facilities Participation Percentages  
**Exhibit E:** Service Commitment  
**Exhibit F:** Easement Locations

2.09. **Authority for Execution.** All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

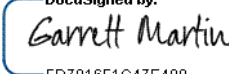
2.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the Wastewater Line Users.

2.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

*--- The remainder of this page is intentionally blank ---*

Executed on the date or dates indicated below, to be effective as of  
March 3/12/2021, 2021.

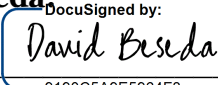
**Milestone Community Builders, LLC**, a Texas  
limited liability company:

By:  FD7816F1C47E409...

Name: Garrett Martin

Title: CEO

Date: 3/12/2021 | 2:14 PM PST

**David Beseda:**  
By:  DocuSigned by:  
9190C5A9E5964F3...  
Name: David Beseda  
Title: owner  
Date: 3/11/2021 | 8:23 AM PST

**Covey Fund I LP**, a Texas limited partnership:

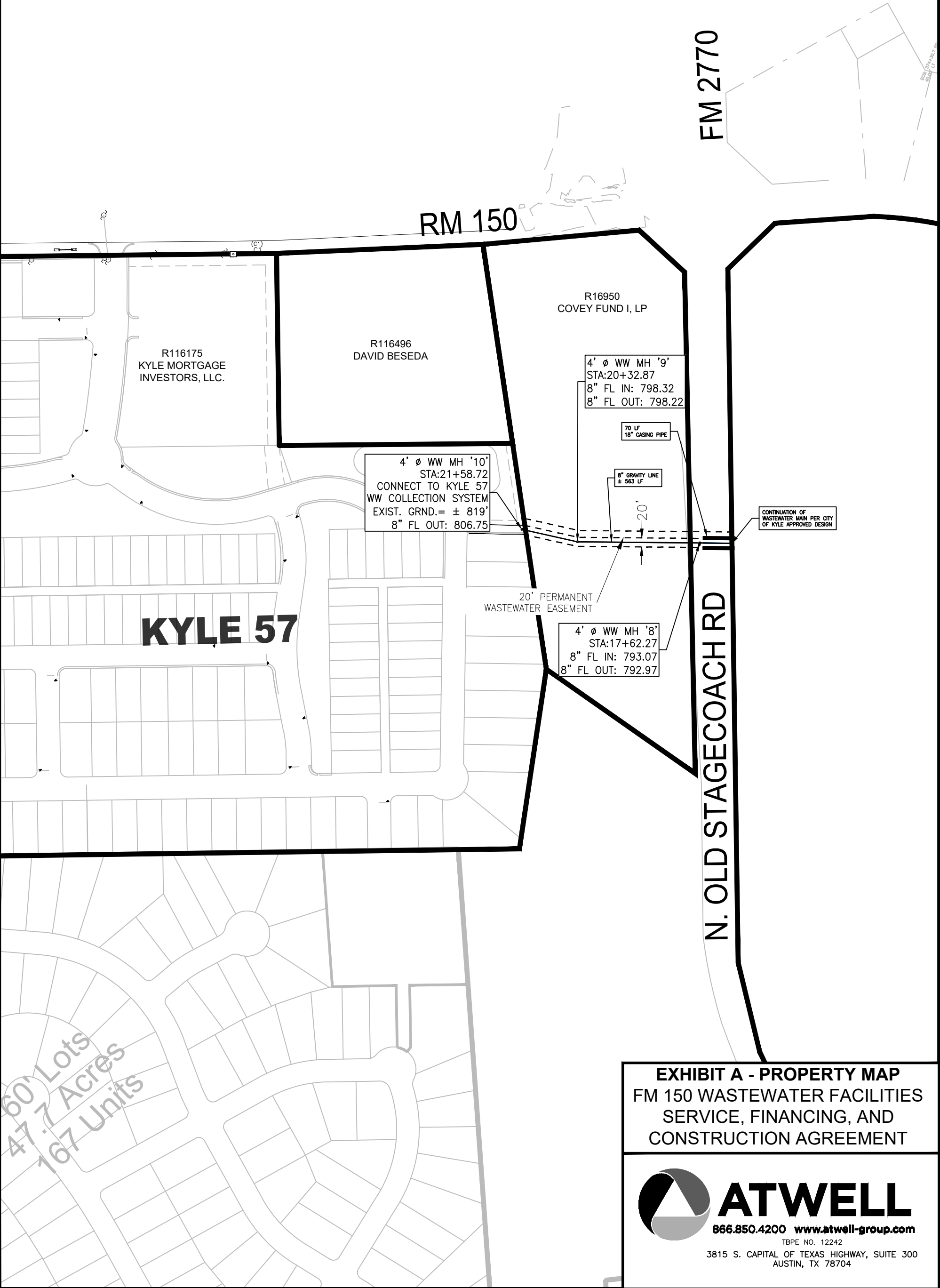
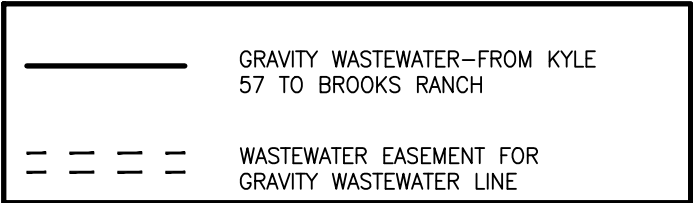
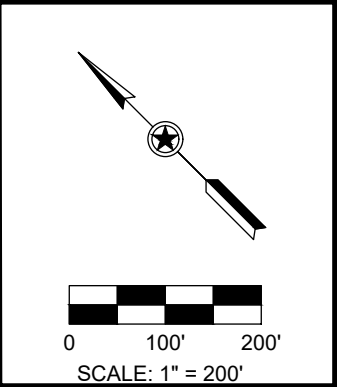
By: Brett Findley  
CE196F5DA1284A8...

Name: Brett Findley

Title: General Partner

Date: 3/12/2021 | 11:38 AM PST





**EXHIBIT A - PROPERTY MAP**  
**FM 150 WASTEWATER FACILITIES**  
**SERVICE, FINANCING, AND**  
**CONSTRUCTION AGREEMENT**



**ATWELL**

866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)

TBPE NO. 12242

3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704

## **Exhibit "A-1"**

Kyle Mortgage Investors LLC  
10800 Wilshire Boulevard, Unit 2101  
Los Angeles, CA 90024  
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 360,  
Hays County, Texas,

## **Exhibit "A-2"**

Covey Fund I, LP, a Texas Limited partnership  
2205 N. Lamar Boulevard, Unit 113  
Austin, TX 78705  
Travis County  
Hays County Document Number 19046058

9.993 acres of land, more or less, in the SAMUEL PHARASS SURVEY, ABSTRACT NO. 360,  
Hays County, Texas, and being the same land as a called 10.00 acre tract described in  
Volume 4141, Page 697, Official Public Records of Hays County, Texas.

## **Exhibit "A-3"**

David Beseda  
2310 Portofino Ridge  
Austin, TX 78735  
Travis County  
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SURVEY, ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre tract described in Correction Warranty Deed recorded in Volume 2671, Page 863, Official Public Records, Hays County, Texas.

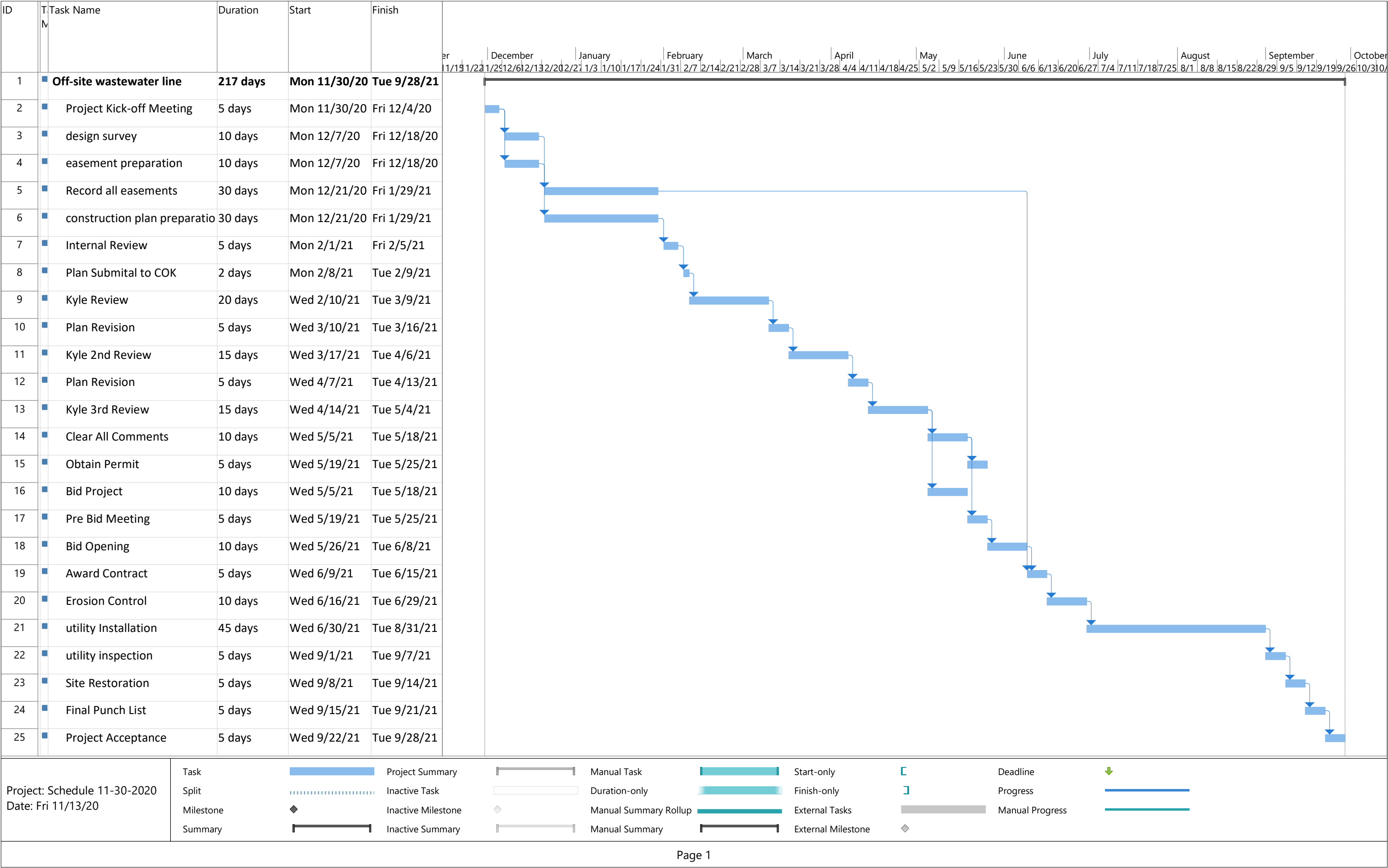


Exhibit C - FM 150 Wastewater Facilities Budget					
			MSCB	Findley	Beseda
Engineer		Atwell			
Contractor		TBD			
Off-site Wastewater Improvements	\$405,014				
ESC Improvements	\$43,041		\$26,901	\$10,760	\$5,380
Wastewater Improvements	\$219,426		\$137,141	\$54,857	\$27,428
FM 150 (Rebel Drive) Bore	\$102,601		\$64,126	\$25,650	\$12,825
General Admin	\$25,946		\$16,216	\$6,487	\$3,243
Covey Fund 1 WW Stub	\$3,000		\$0	\$3,000	\$0
David Beseda WW Stub	\$11,000		\$6,875	\$2,750	\$1,375
Soft Costs					
Permitting	\$19,551		\$12,219	\$4,888	\$2,444
Robinson Property Esmt	\$5,000		\$3,125	\$1,250	\$625
Brooks Ranch Cost Participation	\$7,500		\$4,688	\$1,875	\$938
Engineering	\$60,752		\$37,970	\$15,188	\$7,594
Sub Total	\$497,817		\$309,261	\$126,704	\$61,852
15% Contingency	\$60,752		\$37,689	\$15,526	\$7,538
	\$558,569		\$346,949	\$142,230	\$69,390
Totals	\$558,569		\$346,949	\$142,230	\$69,390



Exhibit D

Participant Percentages

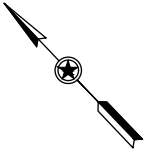
	LUE's	Pro-Rata Share
Kyle 57	250	62.5%
Findley	100	25%
Beseda	50	12.5%
Gregg Cousins, LLC	0	0%
Brooks Ranch	<u>0</u>	0%
	400	100%

Exhibit E

Service Commitment

	LUE's
Kyle 57	250
Findley	100
Beseda	50
Gregg Cousins, LLC	400
Brooks Ranch	<u>0</u>
	800

FM 150



SCALE: 1" = 100'

EXISTING WATER MAIN

4.84 ACRES  
A0360 SAMUEL PHARASS SURVEY  
DAVID BASEDA  
VOLUME 2305, PAGE 647 &  
VOLUME 2671, PAGE 863 R.P.R.H.C.TX

WW CLEANOUT FOR ADJACENT PROPERTY

10.0 ACRES  
A0361 JOHN PHARASS SURVEY  
ROBERT C EDGE, SR REVOCABLE LIVING TRUST  
VOLUME 4141, PAGE 679 R.P.R.H.C.TX

OLD STAGECOACH ROAD

GREENBELT/D.E/OPEN SPACE  
16  
1.42 AC

BLK H 3  
0.10 AC

BLK H 2  
0.10 AC

BLK H 1  
0.13 AC

BLK H 27  
0.11 AC

BLK H 26  
0.11 AC

BLK H 25  
0.11 AC

BLK H 24  
0.11 AC

BLK H 23  
0.11 AC

BLK H 22  
0.11 AC

BLK J 15  
0.15 AC

BLK J 12  
0.16 AC

BLK J 13  
0.17 AC

BLK J 14  
0.18 AC

BLK J 11  
0.19 AC

BLK J 10  
0.20 AC

BLK J 9  
0.20 AC

WW MAIN FOR  
ADJACENT PROPERTIES  
(BY OTHERS)

## ADJACENT PROPOERTY WASTEWATER STUB



**ATWELL**

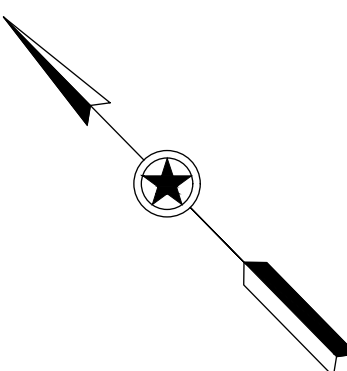
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)

TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704

# Appendix E

## Overall Wastewater Collection System Plans





NTS

R151959  
HMBRR LP #2

KYLE 57  
WASTEWATER LAYOUT

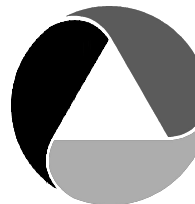


**ATWELL**  
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704





KYLE 57  
OFFSITE  
WASTEWATER LAYOUT



**ATWELL**

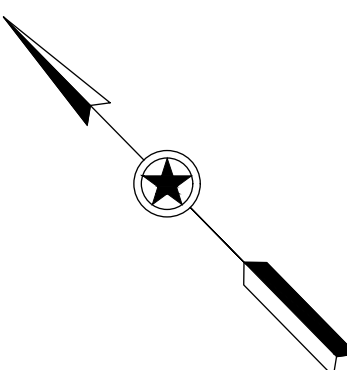
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704

# Appendix F

## Overall Storm Sewer Drainage System Plans







NTS

R151959  
HMBRR LP #2

**KYLE 57**  
**STORM SEWER LAYOUT**



**ATWELL**  
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704

# Appendix G

## Contributing Zone Plan Approval Letter

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 12, 2021

Mr. Daniel McElrath  
MileStone Community Builders, LLC  
9111 Jollyville Rd., Suite 111  
Austin, Texas 78759

Re: Edwards Aquifer, Hays County

NAME OF PROJECT: Kyle 57; Located SW of N Old Stagecoach Rd. and FM 150; Kyle, Texas

TYPE OF PLAN: Request for Approval of a Contributing Zone Plan (CZP); 30 Texas  
Administrative Code (TAC) Chapter 213 Subchapter B Edwards Aquifer

Regulated Entity No. RN111225512; Additional ID No. 11002438

Dear Mr. McElrath:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the CZP for the above-referenced project submitted to the Austin Regional Office by Atwell, LLC on behalf of MileStone Community Builders, LLC on March 19, 2021. Final review of the CZP was completed after additional material was received on May 4, 2021. As presented to the TCEQ, the Temporary and Permanent Best Management Practices (BMPs) were selected and construction plans were prepared by a Texas Licensed Professional Engineer to be in general compliance with the requirements of 30 TAC Chapter 213. These planning materials were sealed, signed and dated by a Texas Licensed Professional Engineer. Therefore, based on the engineer's concurrence of compliance, the planning materials for construction of the proposed project and pollution abatement measures are hereby approved subject to applicable state rules and the conditions in this letter. The applicant or a person affected may file with the chief clerk a motion for reconsideration of the executive director's final action on this Edwards Aquifer Protection Plan. A motion for reconsideration must be filed no later than 23 days after the date of this approval letter. *This approval expires two (2) years from the date of this letter unless, prior to the expiration date, more than 10 percent of the construction has commenced on the project or an extension of time has been requested.*

### PROJECT DESCRIPTION

The project proposes a residential development on an approximately 16.20-acre site on the Contributing Zone within the Transition Zone. Impervious cover totals 8.13 acres (50.18 percent). Approximately 41.10 acres of the development is located on the Transition Zone and is not regulated. The project proposes the construction of single-family lots and streets. Project wastewater will be disposed of by conveyance to the City of Kyle Wastewater Treatment Plant owned and operated by the City of Kyle.

#### PERMANENT POLLUTION ABATEMENT MEASURES

To prevent the pollution of stormwater runoff originating on-site or upgradient of the site and potentially flowing across and off the site after construction, one (1) batch detention basin (Pond B), designed using the TCEQ technical guidance document, Complying with the Edwards Aquifer Rules: Technical Guidance on Best Management Practices (2005), will be constructed to treat stormwater runoff. The required total suspended solids (TSS) treatment for this project is 7,302 pounds of TSS generated from the 8.13 acres of impervious cover. The approved measure meets the required 80 percent removal of the increased load in TSS caused by the project.

#### SPECIAL CONDITIONS

- I. The permanent pollution abatement measure shall be operational prior to first occupancy of the facility.
- II. All sediment and/or media removed from the water quality basin during maintenance activities shall be properly disposed of according to 30 TAC 330 or 30 TAC 335, as applicable.

#### STANDARD CONDITIONS

1. Pursuant to Chapter 7 Subchapter C of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.
2. The holder of the approved Edwards Aquifer protection plan must comply with all provisions of 30 TAC Chapter 213 and all best management practices and measures contained in the approved plan. Additional and separate approvals, permits, registrations and/or authorizations from other TCEQ Programs (i.e., Stormwater, Water Rights, UIC) can be required depending on the specifics of the plan.
3. In addition to the rules of the Commission, the applicant may also be required to comply with state and local ordinances and regulations providing for the protection of water quality.

#### Prior to Commencement of Construction:

4. All contractors conducting regulated activities at the referenced project location shall be provided a copy of this notice of approval. At least one complete copy of the approved Contributing Zone Plan and this notice of approval shall be maintained at the project location until all regulated activities are completed.
5. Any modification to the activities described in the referenced CZP application following the date of approval may require the submittal of a plan to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval prior to initiating construction of the modifications.
6. The applicant must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the Austin Regional Office no later than 48 hours prior to commencement of the regulated activity. Written notification must include the name of the approved plan and file number for the regulated activity, the date on which the regulated activity will commence, and the name of the prime contractor with the name and telephone number of the contact person.
7. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved Storm Water Pollution Prevention Plan (SWPPP) must be installed prior to construction and maintained during construction. Temporary E&S controls may be removed when vegetation is established and

the construction area is stabilized. If a water quality pond is proposed, it shall be used as a sedimentation basin during construction. The TCEQ may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.

During Construction:

8. During the course of regulated activities related to this project, the applicant or his agent shall comply with all applicable provisions of 30 TAC Chapter 213, Edwards Aquifer. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity.
9. If sediment escapes the construction site, the sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain). Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been significantly reduced. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).
10. Intentional discharges of sediment laden water are not allowed. If dewatering becomes necessary, the discharge will be filtered through appropriately selected best management practices. These may include vegetated filter strips, sediment traps, rock berms, silt fence rings, etc.
11. The following records shall be maintained and made available to the executive director upon request: the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.
12. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.
13. This approval does not authorize the installation of temporary aboveground storage tanks on this project. If the contractor desires to install a temporary aboveground storage tank for use during construction, an application to modify this approval must be submitted and approved prior to installation. The application must include information related to tank location and spill containment. Refer to Standard Condition No. 5, above.

After Completion of Construction:

14. Owners of permanent BMPs and measures must ensure that the BMPs and measures are constructed and function as designed. A Texas Licensed Professional Engineer must certify in writing that the permanent BMPs or measures were constructed as designed. The certification letter must be submitted to the Austin Regional Office within 30 days of site completion.
15. The applicant shall be responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property (such as without limitation, an owner's association, a new property owner or lessee, a district, or municipality) or the ownership of the property is transferred to the entity. Such entity shall then be responsible for maintenance until another entity assumes such obligations in writing or ownership is transferred. A copy of the transfer of responsibility must be filed with the executive



Mr. Daniel McElrath  
May 12, 2021  
Page 4

director through the Austin Regional Office within 30 days of the transfer. A copy of the transfer form (TCEQ-10263) is enclosed.

16. Upon legal transfer of this property, the new owner(s) is required to comply with all terms of the approved Contributing Zone Plan. If the new owner intends to commence any new regulated activity on the site, a new Contributing Zone Plan that specifically addresses the new activity must be submitted to the executive director. Approval of the plan for the new regulated activity by the executive director is required prior to commencement of the new regulated activity.
17. A Contributing Zone Plan approval or extension will expire and no extension will be granted if more than 50 percent of the total construction has not been completed within ten years from the initial approval of a plan. A new Contributing Zone Plan must be submitted to the Austin Regional Office with the appropriate fees for review and approval by the executive director prior to commencing any additional regulated activities.
18. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.

This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality. If you have any questions or require additional information, please contact the Edwards Aquifer Protection Program Austin Regional Office at (512) 339-2929.

Sincerely,



Robert Sadlier, Section Manager  
Edwards Aquifer Protection Program  
Texas Commission on Environmental Quality

RCS/dpm

Enclosure: Change in Responsibility for Maintenance of Permanent BMPs, Form TCEQ-10263

cc: Mr. Connor J. Overby, P.E., Atwell, LLC

**Change in Responsibility for Maintenance  
on Permanent Best Management Practices and Measures**

The applicant is no longer responsible for maintaining the permanent best management practice (BMP) and other measures. The project information and the new entity responsible for maintenance is listed below.

Customer: \_\_\_\_\_

Regulated Entity Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

City, Texas, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Approval Letter Date: \_\_\_\_\_

BMPs for the project: \_\_\_\_\_

New Responsible Party: \_\_\_\_\_

Name of contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_  
Signature of New Responsible Party      Date

I acknowledge and understand that I am assuming full responsibility for maintaining all permanent best management practices and measures approved by the TCEQ for the site, until another entity assumes such obligations in writing or ownership is transferred.

If you have questions on how to fill out this form or about the Edwards Aquifer protection program, please contact us at 210/490-3096 for projects located in the San Antonio Region or 512/339-2929 for projects located in the Austin Region.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.



# Appendix H

## Overall Site Layout

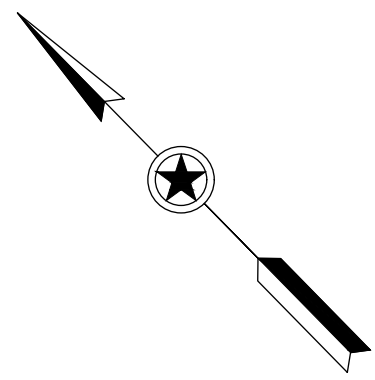
RM 150



List of Public Roads - Kyle 57					
OFFICIAL NAME	ROAD NAME	CLASSIFICATION	LENGTH (LF)	ROW WIDTH	PAVEMENT WIDTH FOC-FOC
Treadwell Lane	STREET 'A'	LOCAL STREET	3,719	52	32
Rieber Road	STREET 'B'	LOCAL STREET	962	52	32
Glocken Lane	STREET 'C'	PARKWAY STREET	2,057	56	32
Condesa Street	STREET 'D'	LOCAL STREET	867	52	32
Tenny Lane	STREET 'E'	LOCAL STREET	1,075	52	32
Silverbush Drive	STREET 'F'	LOCAL STREET	292	52	32
Bluestem Ave.	STREET 'G'	ENTRY BLVD	492	64	40
Redroot Road	STREET 'H'	LOCAL STREET	146	52	32
Greeneyes Way	STREET 'I'	LOCAL STREET	642	52	32
TOTAL:			10,252		

Alley ways - Kyle 57				
Road Name	CLASSIFICATION	LENGTH (LF)	ALLEY WIDTH	ALLEY PAVEMENT WIDTH FOC-FOC
ALLEY 'A'	ALLEY	662	20	16
ALLEY 'B'	ALLEY	266	20	16
ALLEY 'C'	ALLEY	187	20	16
ALLEY 'D'	ALLEY	760	20	16
ALLEY 'E'	ALLEY	146	20	16
ALLEY 'F'	ALLEY	146	20	16
ALLEY 'G'	ALLEY	420	20	16
ALLEY 'H'	ALLEY	292	20	16
TOTAL:		2,879		

- ALLEY WAYS
- 52' LOCAL STREETS
- 56' PARKWAY
- 76' ENTRY BLVD.



NTS

SAGE HOLLOW  
SITE LAYOUT

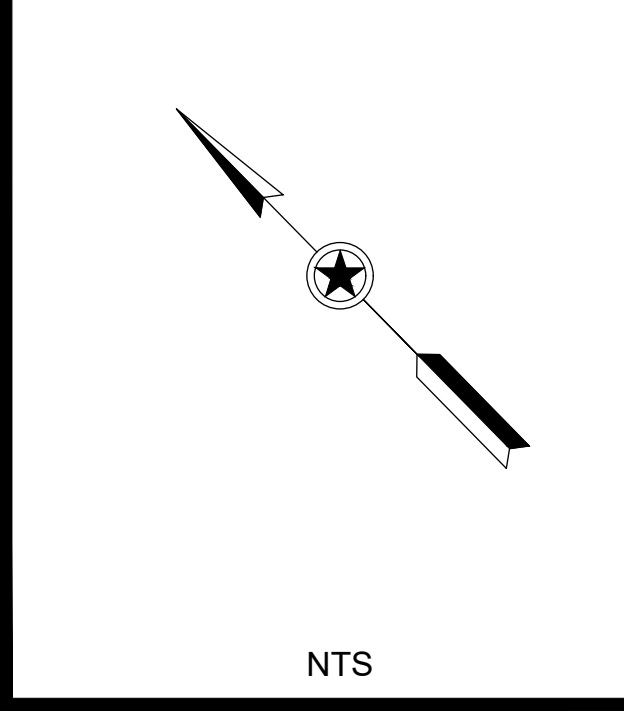


**ATWELL**  
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704

# Appendix I

## Overall Erosion and Sedimentation Control Plan





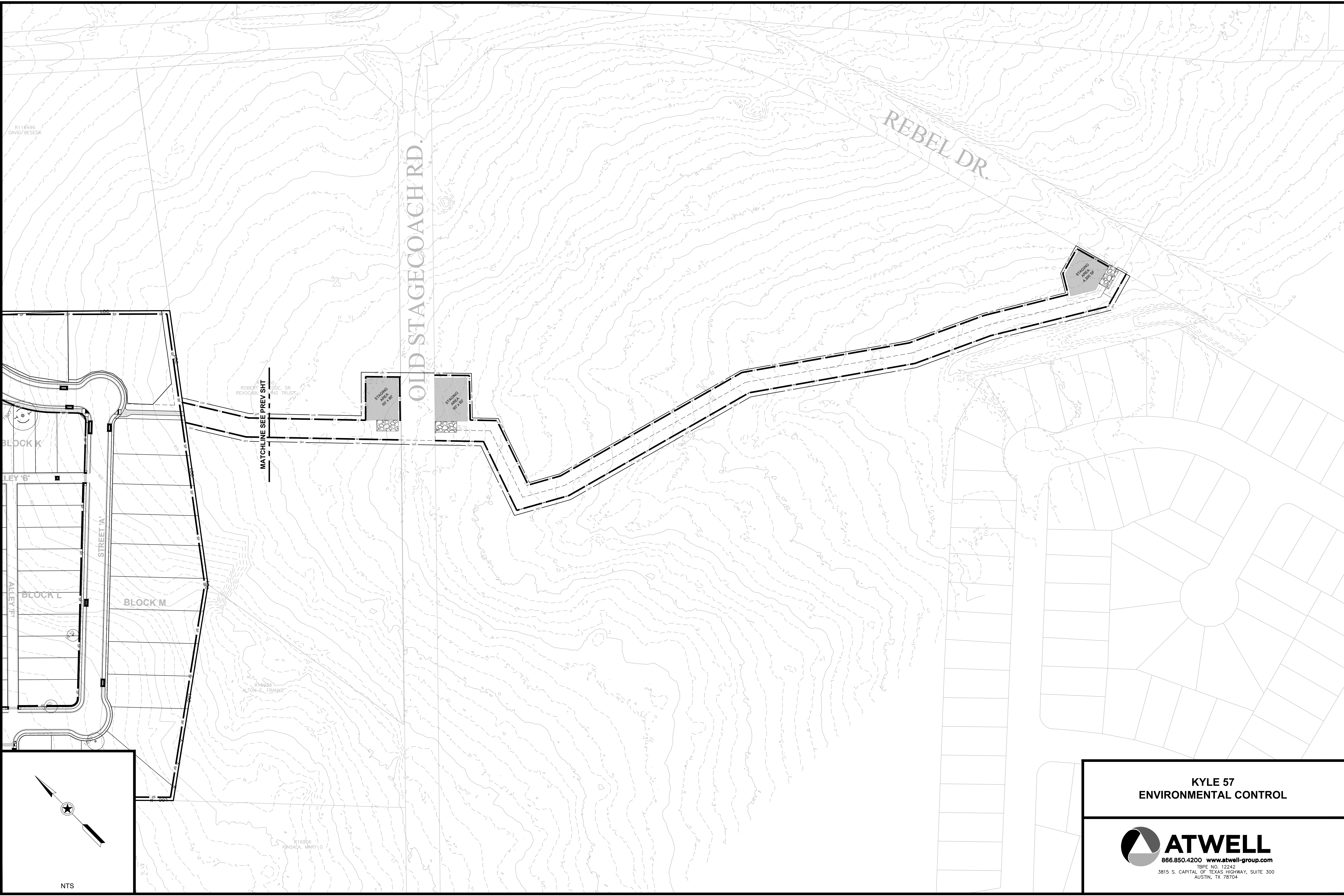
NTS

KYLE 57  
ENVIRONMENTAL CONTROL



**ATWELL**  
 866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
 TBPE NO. 12242  
 3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
 AUSTIN, TX 78704





KYLE 57  
ENVIRONMENTAL CONTROL

 **ATWELL**  
866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
TBPE NO. 12242  
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300  
AUSTIN, TX 78704

# Appendix J

## Overall Landscape Plan







# Appendix K

## Opinion of Probable Costs

# ENGINEER'S OPINION OF CONSTRUCTION COSTS

## Project: Milestone - Kyle 57

COST CODE	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
<b>10001</b>	<b>WATER IMPROVEMENTS</b>				
	8" PVC, C-900 Pipe and Appurtenances	LF	13,059	\$ 44.00	\$ 574,596.00
	16" Encasement Pipe including Spacers and Boots	LF	162	\$ 68.00	\$ 11,016.00
	8" Gate Valve	EA	62	\$ 2,320.00	\$ 143,840.00
	Double Water Service	EA	96	\$ 2,150.00	\$ 206,400.00
	Single Water Service	EA	27	\$ 1,825.00	\$ 49,275.00
	Fire Hydrant Assembly	EA	19	\$ 4,750.00	\$ 90,250.00
	2" Air Release Valve	EA	12	\$ 3,200.00	\$ 38,400.00
	Connection to Existing 16" Waterline	EA	2	\$ 3,800.00	\$ 7,600.00
	Trench Safety	LF	13,059	\$ 1.75	\$ 22,853.25
	Kyle 57 Contributions per the Water System Agreement	LS	1	\$ 405,640.00	\$ 405,640.00
	<b>SUBTOTAL</b>				<b>\$ 1,549,870.25</b>
<b>10010</b>	<b>WASTEWATER IMPROVEMENTS</b>				
	8" PVC, SDR-26	LF	8,397	\$ 60.00	\$ 503,820.00
	8" PVC, SDR-26 (12'-15' Deep)	LF	629	\$ 76.00	\$ 47,804.00
	8" PVC, SDR-26 (15'-18' Deep)	LF	851	\$ 88.00	\$ 74,888.00
	12" PVC, SDR-26	LF	694	\$ 74.00	\$ 51,356.00
	16" Encasement Pipe including Spacers and Boots	LF	72	\$ 68.00	\$ 4,896.00
	4' Diameter MH With Cover & Coating	EA	58	\$ 5,850.00	\$ 339,300.00
	Double WW Service	EA	96	\$ 2,225.00	\$ 213,600.00
	Single WW Service	EA	27	\$ 1,925.00	\$ 51,975.00
	Sawcut and Repair Old Stage Coach	LS	1	\$ 10,400.00	\$ 10,400.00
	Connection to Existing Wastewater Manhole	LS	1	\$ 2,600.00	\$ 2,600.00
	Trench Safety	LF	10,571	\$ 2.50	\$ 26,427.50
	Findley Contributions per the Water System Agreement (Includes ESC and WW Improvements plus and 15% Contengency, excluding General Admin, Soft Costs, and FM 150 Bore)	LS	1	\$ (82,072.05)	\$ (82,072.05)
	Beseda Contributions per the Water System Agreement (Includes ESC and WW Improvements plus and 15% Contengency, excluding General Admin, Soft Costs, and FM 150 Bore)	LS	1	\$ (39,310.45)	\$ (39,310.45)
	<b>SUBTOTAL</b>				<b>\$ 1,205,684.00</b>
<b>10020</b>	<b>STORM SEWER IMPROVEMENTS</b>				
	18" R.C.P.	LF	4,140	\$ 62.00	\$ 256,680.00
	24" R.C.P.	LF	1,602	\$ 85.00	\$ 136,170.00
	30" R.C.P.	LF	911	\$ 120.00	\$ 109,320.00
	36" R.C.P.	LF	316	\$ 158.00	\$ 49,928.00
	2' x 3' Concrete Box Culvert	LF	243	\$ 225.00	\$ 54,675.00
	2' x 5' Concrete Box Culvert	LF	54	\$ 240.00	\$ 12,960.00
	3' x 3' Concrete Box Culvert	LF	65	\$ 275.00	\$ 17,875.00
	3' x 4' Concrete Box Culvert	LF	384	\$ 305.00	\$ 117,120.00
	4' x 4' Grate Inlet	EA	19	\$ 3,900.00	\$ 74,100.00
	10' Inlet	EA	31	\$ 5,550.00	\$ 172,050.00
	15' Inlet	EA	4	\$ 6,800.00	\$ 27,200.00
	4' Diameter SS MH	EA	15	\$ 4,250.00	\$ 63,750.00
	5' Diameter SS MH	EA	6	\$ 4,650.00	\$ 27,900.00
	6' Diameter SS MH	EA	5	\$ 5,150.00	\$ 25,750.00
	5' x 5' Junction Box	EA	3	\$ 6,900.00	\$ 20,700.00
	6' x 6' Junction Box	EA	3	\$ 7,850.00	\$ 23,550.00
	Trench Safety	LF	7,715	\$ 1.50	\$ 11,572.50
	<b>SUBTOTAL</b>				<b>\$ 1,201,300.50</b>

# ENGINEER'S OPINION OF CONSTRUCTION COSTS

## Project: Milestone - Kyle 57

COST CODE	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
<b>10030</b>	<b>STREET IMPROVEMENTS</b>				
	Subgrade Preparation	SY	48,749	\$ 4.25	\$ 207,185.14
	2" Hot Mix Asphaltic Concrete	SY	36,785	\$ 13.25	\$ 487,405.67
	8" Crushed Limestone Base	SY	34,499	\$ 9.75	\$ 336,365.25
	13" Crushed Limestone Base	SY	14,250	\$ 12.50	\$ 178,130.56
	6" Curb and Gutter	LF	18,902	\$ 15.25	\$ 288,255.50
	4' Concrete Sidewalk (Home Building)	LF	11,704	\$ 25.50	\$ 298,452.00
	4' Concrete Sidewalk (Civil)	LF	1,064	\$ 25.50	\$ 27,132.00
	4' Sidewalk/Trail (Civil)	LF	1,692	\$ 27.50	\$ 46,530.00
	6' Sidewalk/Trail (Civil)	LF	1,705	\$ 32.50	\$ 55,412.50
	8' Sidewalk/Trail	LF	2,970	\$ 38.50	\$ 114,345.00
	Curb Ramp	EA	38	\$ 1,250.00	\$ 47,500.00
	<b>SUBTOTAL</b>				<b>\$ 2,086,713.61</b>
<b>10040</b>	<b>EARTHWORK (Public)</b>				
	Clearing and Grubbing (ROW)	SY	76,263	\$ 1.05	\$ 80,076.05
	Earthwork Excavation (ROW)	CY	38,632	\$ 5.75	\$ 222,134.00
	Earthwork Embankment (ROW)	CY	7,161	\$ 5.25	\$ 37,595.25
	Earthwork Hull-In (ROW)	CY	0	\$ 11.25	\$ -
	Earthwork Hull-Off (ROW)	CY	22,664	\$ 9.50	\$ 215,308.00
	Drystack Retaining Walls (ROW)	SF	2,220	\$ 24.00	\$ 53,280.00
	<b>SUBTOTAL</b>				<b>\$ 608,393.30</b>
<b>10041</b>	<b>EARTHWORK (Private)</b>				
	Clearing and Grubbing (Lot Areas)	SY	181,316	\$ 1.05	\$ 190,381.49
	Earthwork Excavation (Lot Areas)	CY	39,023	\$ 5.75	\$ 224,382.25
	Earthwork Embankment (Lot Areas)	CY	47,830	\$ 5.25	\$ 251,107.50
	Earthwork Hull-In (Lot Areas)	CY	0	\$ 11.25	\$ -
	Earthwork Hull-Off (Lot Areas)	CY	0	\$ 9.50	\$ -
	Drystack Retaining Walls (Lot Areas)	SF	2,560	\$ 24.00	\$ 61,440.00
	<b>SUBTOTAL</b>				<b>\$ 727,311.24</b>
<b>10050</b>	<b>PONDS</b>				
	Construct Detention Pond (North)	LS	1	\$ 189,424.00	\$ 189,424.00
	Construct Water Quality Batch Detention Pond (South)	LS	1	\$ 199,064.00	\$ 199,064.00
	Construct Detention Pond (East)	LS	1	\$ 338,092.00	\$ 338,092.00
	<b>SUBTOTAL</b>				<b>\$ 726,580.00</b>
<b>10060</b>	<b>EROSION CONTROLS</b>				
	Maintain Spoils and Concrete Washout Area	EA	2	\$ 2,250.00	\$ 4,500.00
	Stabilized Construction Entrance	EA	3	\$ 1,250.00	\$ 3,750.00
	Silt Fence	LF	13,126	\$ 2.75	\$ 36,096.50
	Rock Berm	LF	132	\$ 26.00	\$ 3,432.00
	Tree Protection	LF	5,156	\$ 4.75	\$ 24,491.00
	Hydromulch Planting	SY	40,595	\$ 2.75	\$ 111,636.86
	Inlet Protection	EA	54	\$ 115.00	\$ 6,210.00
	<b>SUBTOTAL</b>				<b>\$ 190,116.36</b>
	<b>GRAND TOTAL</b>				<b>\$ 8,295,969.25</b>

**Landscape Budget Estimate**

**Kyle 57**

July 26, 2021



**ENTRY & OPEN SPACE**

item	qty	unit	price	cost
General Site Work	366,374	SF	\$0.28	\$ 102,585
Primary Entry Monument	1	EA	\$45,000.00	\$ 45,000
Boulder Wall	55	LF	\$150.00	\$ 8,250
Secondary Entry Monument	1	ALLOW	\$30,000.00	\$ 30,000
6' Post Tension Wall	720	LF	\$150.00	\$ 108,000
4" Concrete Paving	180	SF	\$7.00	\$ 1,260
Mailbox	14	EA	\$2,550.00	\$ 35,700
Mail Kiosk Enhancement Allowance	1	ALLOW	\$25,000.00	\$ 25,000
Bollard	16	EA	\$450.00	\$ 7,200
Frontage Buffer Planting with Irrigation	5,630	SF	\$5.03	\$ 28,341
Pond Buffer Planting with Irrigation	8,700	SF	\$5.72	\$ 49,793
High Intensity Planting Beds with Irrigation	6,669	SF	\$7.62	\$ 50,815
Low Intensity Planting Beds with Irrigation	4,157	SF	\$5.73	\$ 23,832
Sod with Irrigation	141,545	SF	\$2.05	\$ 289,460
Natural Restoration	26,741	SF	\$0.54	\$ 14,440
Gravel Mulch	14,320	SF	\$4.50	\$ 64,442
Berms	6,950	SF	\$0.75	\$ 5,213
Site Harvested Boulders	200	EA	\$200.00	\$ 40,000
Shade Trees (3")	135	EA	\$800.00	\$ 108,000
Tree Care	1	ALLOW	\$50,000.00	\$ 50,000
Tree Protection	1	ALLOW	\$20,000.00	\$ 20,000
Playground Equipment	1	ALLOW	\$75,000.00	\$ 75,000
EWf Playground Surface	3,100	SF	\$5.02	\$ 15,562
Benches	7	EA	\$2,500.00	\$ 17,500
Picnic Tables	8	EA	\$2,600.00	\$ 20,800
Trash/Recycling Receptacles	4	EA	\$1,530.00	\$ 6,120
Pet Waste Stations	6	EA	\$840.00	\$ 5,040
Gathering Space Enhancements	1	ALLOW	\$50,000.00	\$ 50,000
			<b>SUBTOTAL</b>	<b>\$ 1,297,352</b>
			<b>CONTRACTOR GENERAL</b>	
			10% CONDITIONS	\$ 129,735
			10% CONTINGENCY	\$ 129,735
			10% PRICE ESCALATION	\$ 129,735
			<b>ENTRY &amp; OPEN SPACE TOTAL</b>	<b>\$ 1,686,558</b>

# Landscape Budget Estimate

Kyle 57

July 26, 2021



## DOG PARK

item	qty	unit	price	cost
Fencing	1,050	LF	\$50.00	\$ 52,500
4" Concrete Paving	1,000	SF	\$7.00	\$ 7,000
Gravel Mulch	2,800	SF	\$4.50	\$ 12,600
Mulch	10,000	SF	\$0.52	\$ 5,200
Pet Fountain	2	EA	\$10,000.00	\$ 20,000
Picnic Tables	4	EA	\$2,600.00	\$ 10,400
Trash/Recycling Receptacles	2	EA	\$1,530.00	\$ 3,060
Pet Waste Stations	5	EA	\$840.00	\$ 4,200
Shade Trees (3")	14	EA	\$800.00	\$ 11,200
Ornamental Trees (45 gal)	5	EA	\$500.00	\$ 2,500
Sod with Irrigation	24,400	SF	\$2.05	\$ 49,898
SUBTOTAL				\$ 178,558
CONTRACTOR GENERAL				
	10%	CONDITIONS	\$	17,856
	10%	CONTINGENCY	\$	17,856
	10%	PRICE ESCALATION	\$	17,856
<b>DOG PARK TOTAL</b>				<b>\$ 232,125</b>

## LIGHTING

item	qty	unit	price	cost
Roadway Light	21	EA	\$5,752.50	\$ 120,803
Pedestrian Light	27	EA	\$4,267.50	\$ 115,223
Bollard Light	19	EA	\$1,895.00	\$ 36,005
SUBTOTAL				\$ 272,030
CONTRACTOR GENERAL				
	10%	CONDITIONS	\$	27,203
	10%	CONTINGENCY	\$	27,203
	10%	PRICE ESCALATION	\$	27,203
<b>LIGHTING TOTAL</b>				<b>\$ 353,639</b>

## STREET TREES

item	qty	unit	price	cost
Shade Trees (3")	307	EA	\$800.00	\$ 245,600
SUBTOTAL				\$ 245,600
CONTRACTOR GENERAL				
	10%	CONDITIONS	\$	24,560
	10%	CONTINGENCY	\$	24,560
	10%	PRICE ESCALATION	\$	24,560
<b>STREET TREES TOTAL</b>				<b>\$ 319,280</b>

## BUDGET SUMMARY

ENTRY & OPEN SPACE TOTAL	\$	1,686,558
DOG PARK TOTAL	\$	232,125
LIGHTING TOTAL	\$	353,639
STREET TREE TOTAL	\$	319,280
<b>OVERALL TOTAL</b>	<b>\$</b>	<b>2,591,602</b>