City of Hutto

Agenda

City Council Meeting

Thursday, August 19, 2021 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governing body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

5.1. General Comments from City Council

5.2. City Council Liaison Reports

6. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes.

Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on August 19, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

(Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.)

7. CITY MANAGER COMMENTS

7.1. Introduction of Matt Wojnowski, Assistant City Manager.

8. PROCLAMATIONS

8.1. Proclamation No. 2021-011- A proclamation celebrating the life of Rev. Fred B. Warren, Jr.

9. CONSENT AGENDA ITEMS

9.1. Consideration and possible action on approving the August 5, 2021 City Council meeting minutes.

9.2. Discussion and possible action on Ordinance No. O-2021-044 approving the proposed zoning change request for Aspen Heights Planned Unit Development (PUD) from SF-1 (Single Family) to PUD (Planned Unit Development) for single-family detached condo, 36.624 acres, more or less, of land, located on FM 1660 South. (Second Reading)(Ashley Lumpkin)

9.3. Consideration and possible action on Ordinance No. O-2021-047 amending section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon). (First Reading)

9.4. Consideration and possible action on Resolution No. R-2021-136 authorizing the City Manager to enter into an Emergency Shelter Agreement with the YMCA.

9.5. Consideration and possible action on Resolution No. R-2021-135 authorizing the City Manager to execute the Standard Master Agreement between the City of Hutto and Garver, LLC for Continuing Professional Services. (City Attorney - C. Rosas-Grillet)

10. ORDINANCES

11. RESOLUTIONS

11.1. Consideration and possible action on Resolution No. R-2021-136 approving a Second Amended and Restated Development Agreement between the City of Hutto and MA Durango, LLC for a property being approximately 105 acres, also known as Durango Farms. (D. Palumbo)

11.2. Consideration and possible action on Resolution No. R-2021-131 authorizing the City of Hutto's execution and entering into the Durango Farms Public Improvement District Financing and Reimbursement Agreement; ordering other matters in connection with the foregoing and providing an effective date.

11.3. Consideration and possible action on Resolution No. R-2021-132 authorizing the City of Hutto's execution and entering into the Durango Farms Public Improvement District Landowner Agreement and Notice of Special Assessments; ordering other matters in connection with the foregoing and providing an effective date.

11.4. Consideration and possible action on Resolution No. R-2021-124 determining costs of authorized improvements for the Durango Farms Public Improvement District and ordering the filing of an assessment roll with the City Secretary to make available to the public in compliance with Texas Local Government Code Chapter 372; calling a public

hearing on the levy of assessments on property located within the Durango Farms Public Improvement District to pay such costs and directing the City Secretary to publish and mail notice of the public hearing in accordance with Texas Local Government code Chapter 372; and related matters; and providing an effective date. (City Attorney - D. Palumbo)

11.5. Consideration and possible action on Resolution No. R-2021-134 of the City of Hutto declaring void a Pro Rata Share Agreement with Meritage Homes dated September 21, 2018, including any amendments, in the alternative rescinding said agreement including any amendments; and in the further alternative authorizing the City Manager to terminate said agreement and any amendments; providing for an accounting and pro rata share analysis; and providing an effective date.

12. OTHER BUSINESS

12.1. Presentation by Williamson County and Cities Health District.

12.2. Consideration and possible action on facts related to amended legal claims brought by the city in the pending litigation involving the City of Hutto and others arising out of Project Expansion.(Legal-G.Hyde)

12.3. Consideration and possible action regarding the plaque on the front of City Hall, including but not limited to the materials to be used in any replacement plaque. (Councilmember Gordon)

12.4. Consideration and possible action relating to the procedures to set speed limits within the City of Hutto.(Councilmember Sutton)

12.5. Consideration and possible action on closing requirements for Legends of Hutto drainage ditches.

12.6. Consideration and possible action on amendments to the City's purchasing policy. (Mayor Snyder)

12.7. Consideration and possible action relating to Truck Traffic in Old Town.

12.8. Consideration and possible action on appointing members to the Comprehensive Plan Action Commitee.

12.9. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

13. EXECUTIVE SESSION

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 (Litigation/Consultation with Attorney), 551.072 (Deliberations regarding real property), 551.073 (Deliberations regarding gifts and donations), 551.074 (Deliberations regarding personnel matters) or 551.076 (Deliberations regarding deployment/implementation of security personnel or devices) and 551.087 (Deliberations regarding Economic Development negotiations).

13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13.2. Receive legal advice pursuant to Texas Government Code Sections 551.087 and 551.071, to deliberate and seek legal advice regarding economic development negotiations with OVIVO Inc. and project Darwin.

14. ACTION RELATIVE TO EXECUTIVE SESSION

14.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

14.2. Consideration and possible action on legal advice received pursuant to Texas Government Code Sections 551.087 and 551.071, to deliberate and seek legal advice regarding economic development negotiations and incentives related to project Darwin.

14.3. Discussion and possible action approving an Economic Development Performance Agreement and related expenditures between the Hutto Community Development Corporation and OVIVO, INC. in connection with the creation of a manufacturing facility and numerous jobs in the City of Hutto, Texas.(Legal-G.Hyde)

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on August 16, 2021 6:36 P.M.

Holly Nagy

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

PROCLAMATION NO. 2021-011

PROCLAMATION CELEBRATING THE LIFE OF REV. FRED B. WARREN, JR.

WHEREAS, in 1992, Pastor Warren graduated from Conway High School in Conway, South Carolina. After graduation, Pastor Warren joined the US Army and served his country from 1992-1995, where he was a cook in the Army, stationed in Killeen, Texas. and,

WHEREAS, Pastor Warren answered his calling as a Minister in 1995 at Peaceful St James in Austin, TX, under the leadership of Pastor John T. Townsend, all while also working as a manager of Food Services at Huston-Tillotson University & Dell in Austin, TX. Pastor Warren pastored his first church in 2002 at Friendship Bible Baptist in Bastrop, TX. In 2004, he founded the United Christian House of Prayer (UCHOP), which he pastored from 2004-2007. Then in 2008, Pastor Warren was called to pastor Little Ebenezer Baptist Church (LEBC) in Hutto, TX. Under his leadership, LEBC grew tremendously in spirit, congregation, and structure.

WHEREAS, Pastor Warren had one mission in life - making it to heaven. And on the way there, he was making every attempt to bring everyone he could on the ride to get there with him. Pastor Warren didn't know a stranger and was loved by everyone he met. To simply state he was a good man isn't enough. To state he was a great man still isn't enough. But to state he was truly a man after God's own heart, would be the greatest honor to Pastor Warren. Everything he did, he did for the glory of God. From 1974 - 2021, Pastor Warren's dash was filled with loving God, loving his family, loving his church, his friends, and strangers, all in that order.

WHEREAS the City of Hutto will greatly miss the leadership of Rev. Fred B. Warren, Jr.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hutto hereby proclaims the 19th day of August, 2021 as:

"Rev. Fred B. Warren Jr. Day"

IN WITNESS THEREOF, I have hereunto subscribed my name to be affixed this 19th day of August, 2021.

PASSED AND APPROVED by the Hutto City Council on August 19, 2021.

ATTEST:

Holly Nagy, City Secretary

Mike Snyder, Mayor

City of Hutto

Minutes

City Council Meeting

Thursday, August 5, 2021 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER – 7:00 PM

2. ROLL CALL

Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Krystal Kinsey.

3. INVOCATION – Led by Councilmember Gordon

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

5.1. General Comments from City Council

Councilmember Sutton: One thing I want to bring up tonight is the speed limits in Hutto, and maybe direct staff to start looking into that. We have so many different areas with so many different speed limits. We actually have 55 MPH in front of McDonalds and the Home Depot. So, I don't know who at this time regulates speed limits, but I think it's something we need to take a look at.

5.2. City Council Liaison Reports

-Councilmember Gordon gave an update on the Planning & Zoning Commission.
-Councilmember Kinsey gave an update on the Diversity & Inclusion Commission.
-Mayor Snyder gave an update on the Emergency Preparedness meeting with the ESD, HISD, Hutto ISD PD, Hutto PD and Williamson County.
-Councilmember Sutton gave an update on the Historic Preservation Commission.

6. PUBLIC COMMENT

- Emma Peck
- Nakeenya Wilson
- Onnesha Williams
- Vanessa Henry

(Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.)

7. CITY MANAGER COMMENTS

- Kokefest

8. CONSENT AGENDA ITEMS

8.2. Consideration and possible action on Resolution No. R-2021-121 authorizing the City Manager to execute the City of Hutto Parks and Recreation Athletic Facilities Utilization Agreement for Concordia High School between the City of Hutto and Concordia High School. (City Attorney - D. Palumbo)

8.4. Consideration and possible action on Ordinance No. O-2021-042 approving Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and associated parking requirements. (Second Reading)(Ashley Lumpkin)

8.6. Consideration and possible action on Ordinance No. O-2021-045 approving the proposed annexation of the Chandler Road Parkade Tracts, 15.38 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Rural).(Second Reading) (Ashley Lumpkin).

8.7. Consideration and possible action on Ordinance No. O-2021-046 approving a zoning change request for Chandler Road Parkade from ETJ/SF-R to General Commercial (B-2) for an approximate 15.38 acre side, more or less, generally located at the northwest corner of FM1660 North and Chandler Road.(Second Reading)(Ashley Lumpkin)

8.8. Consideration and possible action on Resolution No. R-2021-122 a Resolution accepting the infrastructure improvements for the subdivision known as Hutto Square Section 6. (Anthony Host)

8.9. Consideration and possible action on Resolution No. R-2021-123 a Resolution accepting the infrastructure improvements for the subdivision known as Southgate Phase 4. (Anthony Host)

8.10. Consideration and possible action on Resolution No. R-2021-115 authorizing the City Manager to execute renewal contracts for Employee Health Benefit Coverage with United Health Care and Cigna.(Angie Rios)

Councilmember Thornton pulled Item 8.5
Councilmember Kinsey pulled Item 8.1.
Mayor Snyder pulled Item 8.3

Councilmember Villarreal Salvo made a motion to approve Items 8.2, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9 and 8.10. Councilmember Thornton seconded the motion. The motion passed unanimously. (7:0)

8.1. Consideration and possible action on approving the July 15, 2021 City Council meeting minutes.

Councilmember Kinsey stated that Mayor Snyder was appointed to be the liaison of the Emergency Preparedness Task Force.

Councilmember Kinsey made a motion to approve Item 8.1 with the edit of adding Emergency Preparedness Task Force appointment of Mayor Snyder as the liaison. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

8.3. Consideration and possible action on Ordinance No. O-2021-041 approving a proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto ISD Stadium), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping.(Second Reading)(Ashley Lumpkin)

Mayor Snyder made a motion to approve Item 8.3. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

8.5. Consideration and possible action on Ordinance No. O-2021-043 approving a zoning change request for Carver Ridge from General Commercial (B-2) to Multi-Family (MF), generally located east of the southeast corner of FM 1660 South and CR 137.(Second Reading) (Ashley Lumpkin)

Councilmember Gordon made a motion to approve Item 8.5 as presented. MPT Rose seconded the motion. The motion passed (4:3) with Councilmembers Thornton, Kinsey and Sutton against.

9. ORDINANCES

9.1. Holding a public hearing and possible action on Ordinance No. O-2021-044 approving the proposed zoning change request for Aspen Heights Planned Unit Development (PUD) from SF-1 (Single Family) to PUD (Planned Unit Development) for single-family detached condo, 36.624 acres, more or less, of land, located on FM 1660 South.(Ashley Lumpkin)

Public hearing opened: 7:48 PM
Public hearing closed: 7:49 PM

Mr. TC Selman presented for Aspen Heights Partners. Discussion ensued.

Councilmember Gordon made a motion to approve Item 9.1 as presented. Councilmember Villarreal Salvo seconded the motion. The motion passed (5:2) with Councilmembers Sutton and Kinsey against.

9.2. Consideration and possible action on Ordinance No. O-2021-044 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

No action taken.

9.3. Consideration and possible action on Ordinance No. O-2021-047 amending section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon). (First Reading)

Discussion ensued. Item will be brought back at the August 19, 2021 City Council meeting.

9.4. Consideration and possible action on Ordinance No. O-2021-047 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

No action taken.

Mayor Snyder requested to move Item 11.1 up. There were no objections.

Councilmember Kinsey requested to move Item 11.4 up after 11.1. There were no objections.

11.1 Discuss and receive the proposed budget for fiscal year 2021-2022 in accordance with Section 8.02 of the Hutto City Charter. (Angie Rios)

Angie Rios, CFO presented the proposed budget. Discussion ensued.

No action taken.

11.4 Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

Councilmember Kinsey made a motion to appoint Vanessa Lopez to the Diversity and Inclusion Commission. Councilmember Villarral Salvo seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder made a motion to appoint Marlise Prieto to the Diversity and Inclusion Commission. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

10. RESOLUTIONS

10.1. Consideration and possible action on Resolution No. R-2021-120 approving an addendum to the Standard Terms of Engagement between the City of Hutto and Bojorquez Law Firm adding representation of Tax Increment Reinvestment Zone No. 1 for the Hutto Co-Op District; Tax Reinvestment Zone No. 2 and additional Tax Reinvestment Zones that may be created by the City and authorizing the Mayor to sign the agreement. (City Attorney - D. Palumbo)

Councilmember Villarreal Salvo made a motion to approve Item 10.1 as presented. Councilmember Sutton seconded the motion. The motion passed unanimously (7:0)

10.2. Consideration and possible action on Resolution No. R-2021-125 approving the first amended and restated bylaws of the Hutto Economic Development Corporation, Type A; providing for severability; and providing an effective date.

Councilmember Villarreal Salvo made a motion to approve Item 10.2 as presented. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

10.3. Consideration and possible action on Resolution No. R-2021-126 approving the third amended and restated bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation; providing for severability; and providing an effective date.

Councilmember Villarreal Salvo made a motion to approve Item 10.3 as presented. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

10.4. Consideration and possible action on Resolution No. R-2021-127 approving a Development Agreement between the City of Hutto and Atlantic Urbana Acquisition Company, LLC for the Urbana at Cottonwood Creek Project. (Ashley Lumpkin)

Councilmember Villarreal Salvo made a motion to approve Item 10.4 as presented. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

10.5. Consideration and possible action on Resolution No. R-2021-128 calling and setting a public hearing on September 2, 2021, at 7:00 PM on the proposed budget for fiscal year 2021-2022.(Angie Rios)

Councilmember Villarreal Salvo made a motion to approve Item 10.5 as presented. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

10.6. Consideration and possible action on Resolution No. R-2021-129 calling and setting a public hearing on September 2, 2021, at 6:00 PM on the proposed tax rate for fiscal year 2021-2022 and determining the proposed tax rate to be included in the hearing notice.(Angie Rios)

Councilmember Gordon made a motion to approve Item 10.6 with the amendment of a start time of 7:00 PM. MPT Rose seconded the motion. The motion passed (6:1) with Mayor Snyder against.

10.7. Consideration and possible action on Resolution No. R-2021-130 to authorize the City Manager to hire BrooksWatson to perform accounting services related to Debt service transactions and to fund up to $50,000 in professional services to accomplish this scope. (Angie Rios)

Item tabled until after Executive Session.

11. OTHER BUSINESS

11.2. Update on Brushy Creek Amphitheater Sound Study. (Stacy Schmitt)

Update given. No action taken.

11.3. Consideration and possible action on the plaque on the front of City Hall. (MPT Rose)

Mayor Snyder made a motion authorizing the City Manager to destroy the plaque and replace with an aluminum plaque upon a donation of $2,121.00. Councilmember Kinsey seconded the motion. The motion passed (6:1) with Councilmember Gordon against.

The wording on the plaque will be brought back to Council to choose from the top 5

suggestions.

12. EXECUTIVE SESSION- Entered: 11:37 PM

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 (Litigation/Consultation with Attorney), 551.072 (Deliberations regarding real property), 551.073 (Deliberations regarding gifts and donations), 551.074 (Deliberations regarding personnel matters) or 551.076 (Deliberations regarding deployment/implementation of security personnel or devices) and 551.087 (Deliberations regarding Economic Development negotiations).

12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

12.3. Receive legal advice pursuant to Texas Government Code Section 551.071 regarding Jones v. City of Hutto, et al, pending in the U.S. District Court, Western District of Texas, Austin Division; River Creek Development Corporation and the City of Hutto, Texas v. Paxton et al, pending in the 425th Judicial District Court of Williamson County, Texas and Longhorn Title Company v. Preston Hollow Capital, LLC et al, pending in the 368th District Court of Williamson County, Texas.

12.4. Deliberate pursuant to Texas Government Code Section 551.074, Personnel Matters, on finalists from applications on file with the City for the position of Public Works Director.

13. ACTION RELATIVE TO EXECUTIVE SESSION- Reconvened: 1:33 AM

13.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. - No action taken.

13.3. Consideration and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 regarding Jones v. City of Hutto, et al, pending in the U.S. District Court, Western District of Texas, Austin Division; River Creek Development Corporation and the City of Hutto, Texas v. Paxton et al, pending in the 425th Judicial District Court of Williamson County, Texas and Longhorn Title Company v. Preston Hollow Capital, LLC et al, pending in the 368th District Court of Williamson County, Texas. - No action taken.

13.4. Consideration and possible action relating to Deliberation pursuant to Texas Government Code Section 551.074, Personnel Matters, on finalists from applications on file with the City for the position of Public Works Director. - No action taken.

10.7 Consideration and possible action on Resolution No. R-2021-130 to authorize the City Manager to hire BrooksWatson to perform accounting services related to Debt service transactions and to fund up to $50,000 in professional services to accomplish this scope. (Angie Rios)

Councilmember Villarreal Salvo made a motion to approve Item 10.7 as presented. Councilmember Sutton seconded the motion. Mayor Snyder made an amendment to the motion to include scope of work to look at all debt spent from the period of October 1, 2016 to August 6, 2021.

14. ADJOURNMENT - 1:37 AM

PASSED and APPROVED this 19th day of August, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To:	City Council
Subject:	Discussion and possible action on Ordinance No. O-2021-044 approving the proposed zoning change request for Aspen Heights Planned Unit Development (PUD) from SF-1 (Single Family) to PUD (Planned Unit Development) for single-family detached condo, 36.624 acres, more or less, of land, located on FM 1660 South. (Second Reading)(Ashley Lumpkin)
Meeting:	Thursday, August 19, 2021
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

Aspen Heights is a proposed Planned Unit Development (PUD) on the north side of FM 1660 S and CR 137. It is 36.624 acres of undeveloped land.
Owner: Stuart G. Farley and Hal P. Farley
Applicant: T.C. Selman – Breckenridge Multifamily Hutto Texas LLC
Current Zoning: Single-Family Residential (SF-1)
Proposed Zoning: Planned Unit Development (Single-Family 2 Base Zoning)
Surrounding Land Uses:

North – SF-1 (Glenwood Subdivision)
East - ETJ (Mid-Density Residential)
South – B-2 Commercial (Vacant) and proposed rezoning for MF (on this agenda)
West – SF-1 (Brushy Creek Meadows)

SUMMARY OF REQUEST:

The proposed Planned Unit Development (PUD) is proposing a maximum of 219 residential units on 36.624 acres of vacant land. The units include a mixture of two, three, and four-bedroom units on a single, common lot. The proposed PUD provides for pedestrian connectivity and provides for the vehicular connectivity to the adjacent neighborhood, thus providing access to the signaled intersection at FM1660 South the CR 137.

The Unified Development Code (UDC) defines the PUD zoning designation as a district allowing for creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project with a more appropriate and desirable land use than what would result from strict application of the code. Development standards are required for a parcel that would be developed as PUD. Staff has reviewed the proposed PUD against the required criteria, attached.

There are a few code variances requested with this PUD. The bufferyard requirement is a deviation in that the PUD is proposing most of the SF-2 standards, which then requires a bufferyard, although the development will contain detached units, more similar to a single-family neighborhood. The proposal is to allow a 10-foot buffer area with the required plantings within the rear-yard of each unit

with a 7ft tall wood privacy fence. This is to mitigate the requirement to have a strip of land between two fences, creating an alley-way of sorts that would not be the most desirable addition between the two developments. The remaining proposed deviations are listed below:

6.3 Dwelling Units per acre	8-14 Dwelling Units per acre
Building Setbacks (Proposed)	Building Setbacks within the SF-2 District
Front: 20’	Front: 20’
Garage: 20’	Garage: 25’
Rear: 10’	Rear: 20’

The City’s adopted Future Land Use Map designates this area as being intended for commercial, however the property is currently zoned Single-Family Residential.

Engineering Review:
The Aspen Heights PUD is proposing public streets that meet the current requirements as specified in the UDC section 10.611.12 Street Classification Standards. Sidewalks are proposed on both sides of the local streets and, although sidewalk widths are not specified within the PUD, the city will require a minimum of 5’ for sidewalk plus a tree lawn.

The developer has provided a TIA determination worksheet and it has been determined that the proposed development does not meet the trip generation threshold of 2,000 daily trips to require a Traffic Impact Analysis as stated in the UDC Section 10.615.4.1. The development does however meet the UDC requirements in section 10.312.11 which allows the city to request a traffic study for projects that generate more than 100 peak hour trips. This traffic study was scoped with the City Engineering department and is provided. The traffic study evaluates the sites access driveways, identifies required improvements to these access locations. In addition to the required improvements to the site access locations the project will be required to pay the Transportation Impact Fee which is calculated in the traffic study and comes to a total of $572,514.93 for the proposed development.

As of the writing of this staff report, there have been 10 responses to the public notices. Of those responses, two are in favor and seven are opposed.

STAFF REVIEW:

The proposal does not meet every intent of the provisions within the PUD criteria, as listed in Section 10.203.13 of the UDC. 'Missing middle housing' is the idea that most zoning ordinances have trended towards only allowing single-family residential or multi-family in the last 50 years. However, this is not the case for Hutto. The UDC, as adopted, provides for two to four unit residential within SF-2 and townhome/condo product within multifamily. In staff's estimation, the PUD is a hybrid of two existing zoning classifications with variance requests to make the project fit without providing a benefit to the

surrounding neighborhoods except connectivity to the signaled intersection at FM 1660 South.

Section 10.303.11 of the UDC states:

A PUD district is not intended to permit uses or development not keeping with the spirit of this code or any applicable plans, or avoid imposition of Unified Development Code standards rather than achieve the stated intent of a PUD. Form Based style development is preferable to planned unit developments.

The intent of a PUD is to be different and innovative. Although the proposed product would be different for Hutto, the proposal meets a majority of the minimum requirements in the UDC and could be developed within the allowances already provided by the UDC. For this reason, staff did not recommend approval of the request.

Planning and Zoning Commission made a unanimous motion to specify a density between 5-7 dwelling units per acre within the PUD document, the setbacks as proposed, and to add language requiring garages to protrude to a maximum of 6 feet in front of the front facade as listed in the UDC.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. 20210407_Aspen Heights TIA Determination Form
2. 20210427_Aspen Heights_Traffic Analysis
3. PUD Review Criteria
4. AspenHeights(36.624ac)PUD(Ord)
5. 7.6.2021 Notification responses
6. 210617-AspenHeightsHutto-PUD
7. Zoning Submittal Letter.v2

CITY OF HUTTO
TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET
APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Aspen Heights Residential Development
LOCATION: W of FM 1660 and Mager Ln
APPLICANT'S AGENT: Dawniele Metsker-Galarza, P.E. TELEPHONE NO.: 210-321-3431

APPLICATION STATUS: DEVELOPMENT ASSESSMENT:_____ZONING:_____ SITE PLAN:__X__

EXISTING:

PHASE NUMBER	BLDG SQ.FT.	LAND USE	**ITE CODE**	**DAILY TRIP RATE/EQ**	**DAILY TRIPS**

PROPOSED

PHASE NUMBER	BLDG SQ.FT.	LAND USE	**ITE CODE**	**DAILY TRIP RATE/EQ**	**DAILY TRIPS**	**AM / PM RATE/EQ**	**AM TRIPS**	**PM TRIPS**
1	231 DU	Residential Planned Unit Development	270	Ln(T)=0.94Ln(x)+2.43	1,893	AM: Ln(T) = 0.88Ln(x)+0.26 PM: Ln(T)=0.96Ln(X)+0.20	156	227
				Totals	**1,893**		**156**	**227**

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION
FM 1660	Yes	Existing - 50 ft of pavement	Minor Arterial

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

Kimley»Horn

State of Texas Registered Firm No. 928

TRAFFIC STUDY

DATE: APRIL 27, 2021

TO: SAMUEL RAY, P.E.
CITY OF HUTTO

FROM: AMY AVERY, P.E., PTOE
KIMLEY-HORN

RE: ASPEN HEIGHTS DRIVEWAY AND TRAFFIC ANALYSIS

STATE OF TEXAS
AMY ELIZABETH AVERY
98481
LICENSED
PROFESSIONAL ENGINEER
4-27-21

The purpose of this memorandum is to document the traffic analysis prepared for a proposed 231 dwelling unit residential planned unit development located on FM 1660 between CR 135 and Swindoll Lane in Hutto, Texas. Based on the trip generation and criteria in section 10.615.4 of the City of Hutto Unified Development Code, a TIA is not required for the subject site as the proposed development generates less than 2,000 daily trips. However, the City has requested this limited analysis traffic study based on section 10.312.11 as the development does generate at least 100 peak hour trips.

PROPOSED LAND USES

The site is currently undeveloped. The proposed development will consist of a 231 dwelling unit residential planned unit development. **Figure 1** shows the proposed site plan. Traffic projections were prepared for the proposed development based on the trip generation rates found in the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation Manual, 10th Edition*. **Table 1** summarizes the land use and total number of trips that are expected to be generated by the proposed development during the AM and PM peak periods and on a daily basis. The number of trips generated represents the number of vehicles entering and exiting the proposed development to and from the adjacent street system.

Table 1: Proposed Land Use and Site Generated Trips

Land Use	ITE Code	Amount	Units	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Phase 1 -2024										
Residential Planned Unit Development	270	231	Dwelling Unit(s)	1,894	34	122	156	111	60	171
Total Net New External Trips				***1,894***	***34***	***122***	***156***	***111***	***60***	***171***

Trip generation based on ITE's Trip Generation Manual, 10th Edition.
Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition.

PROPOSED SITE ACCESS POINTS

This site is anticipated to have three access points. Access A is a proposed at the existing intersection of FM 1660 & CR 135 and shall be restricted to emergency access only. Access B is a proposed full access driveway at the existing intersection of FM 1660 & CR 137, and Access C is another proposed full access driveway on FM 1660, approximately 1,050 feet east of Access B.

The proposed driveway spacing is consistent with TxDOT driveway spacing criteria, given the posted speed of 55 miles per hour on FM 1660. Preliminary coordination has occurred with TxDOT and the City of Hutto and approval of proposed access points is expected when driveway permit applications are submitted.

TRAFFIC DISTRIBUTION AND ASSIGNMENT

The distribution and assignment of the build out site-generated traffic to the study area roadway network was performed to reflect the anticipated local traffic patterns. **Figure 2** shows the proposed distribution for the development.

The anticipated turning movement volumes were computed based on trip generation information and directional distribution assumptions. **Figure 3** shows the projected AM and PM peak hour site related trips.

The trip generation, directional distribution, and trip assignment are attached to this memorandum. No reduction will be taken for internal capture, transit, or pass-by.

TURN LANE EVALUATION

Based on TxDOT deceleration auxiliary lane thresholds, a deceleration lane is required when anticipated turning movements are 50 vehicles per hour or more and the posted speed limit is greater than 45 mph. At speeds less than or equal to 45 miles per hour a deceleration lane is required when anticipated turning movements are 60 vehicles per hour. The speed limit on FM 1660 is 55 miles per hour. **Table 2** summarizes the turn lane requirements for the proposed development access points.

Table 2: Anticipated Turn Lane Requirements

Turn Lane Location	Right-Turn Volume (vph)	Left-Turn Volume (vph)	Right-Turn Threshold Met?	Left-Turn Threshold Met?
Access A/CR 135 & FM 1660	-	-	-	-
Access B/CR 137 & FM 1660	3 (PM)	83 (PM)	No	Yes
Access C & FM 1660	2 (PM)	11 (PM)	No	No

Installation of a southbound left-turn deceleration lane is triggered at the intersection of Access B/CR 137 & FM 1660. Based on the speed limit of 50 miles per hour, a total deceleration length of 525 feet is required, of which 100 feet is taper, and 100 feet is storage. No additional pavement is required due to an existing two-way center left-turn lane on FM 1660. Whether or not the striping will require modification will be coordinated with TxDOT during the driveway permitting process.

IMPACT FEE CALCULATIONS

The City of Hutto recently passed an ordinance that grants the city the power to assess and collect Transportation Impact Fees from developments to fund capital projects that improve the transportation system. Table 3 summarizes the impact fee calculations associated with the proposed development.

When the impact fee study was completed in 2018 the land uses the study was based on were from the 9th edition of the ITE Trip Generation Manual. The land use most applicable to the proposed development that was included in the impact fee study is land use code 220 – Apartment/Multi-Family/Condominium.

The development is not adjacent to any of the projects identified in the impact fee CIP so the responsibility of the development is limited to the calculated transportation impact fee.

Table 3: Impact Fee Summary

Impact Fee Study Land Use (Based on 9th Edition ITE)	Number of Dwelling Units (DU)	Vehicle-Miles per DU	Adopted Transportation Impact Fee rate (per veh-mi)	Calculated Transportation Impact Fee
Apartment/Multi-family/Condominium	231	3.16	$784.31	$572,514.93

SUMMARY AND RECOMMENDATIONS

Based on the analysis performed in this technical memorandum, we offer the following conclusions and recommendations to support the development:

- Access A/CR 135 & FM 1660
  - Access A shall be restricted to emergency access only.
- Access B/CR 137 & FM 1660
  - Signalization of the westbound approach (Access B).
  - Installation of a southbound left-turn lane is recommended. Based on the speed limit of 50 miles per hour, a total deceleration length of 525 feet is required, of which 100 feet is taper, and 100 feet is storage. No additional pavement is required due to an existing two-way center left-turn lane on FM 1660. Whether or not the striping will require modification will be coordinated with TxDOT during the driveway permitting process.
- Access C & FM 1660
  - Access C requires no improvements to operate as full access.
- FM 1660 has been widened adjacent to the site previously. Therefore, the development is not subject to the border street requirements and is subject only to the adopted impact fee assessment of $572,514.93.

Attachments:

1. Figure 1: Site Location
2. Figure 2: Site Plan
3. Figure 3: Trip Distribution
4. Figure 4: Trip Assignment
5. City of Hutto Study Scope Documentation

Plotted By:Kinne, Justin April 27, 2021 03:15:25pm K:\SNA_TPTO\069241808 – Aspen Heights (Hutto)\CAD\SHEETS\20210414_Apen Heights_Memo Sheets.dwg
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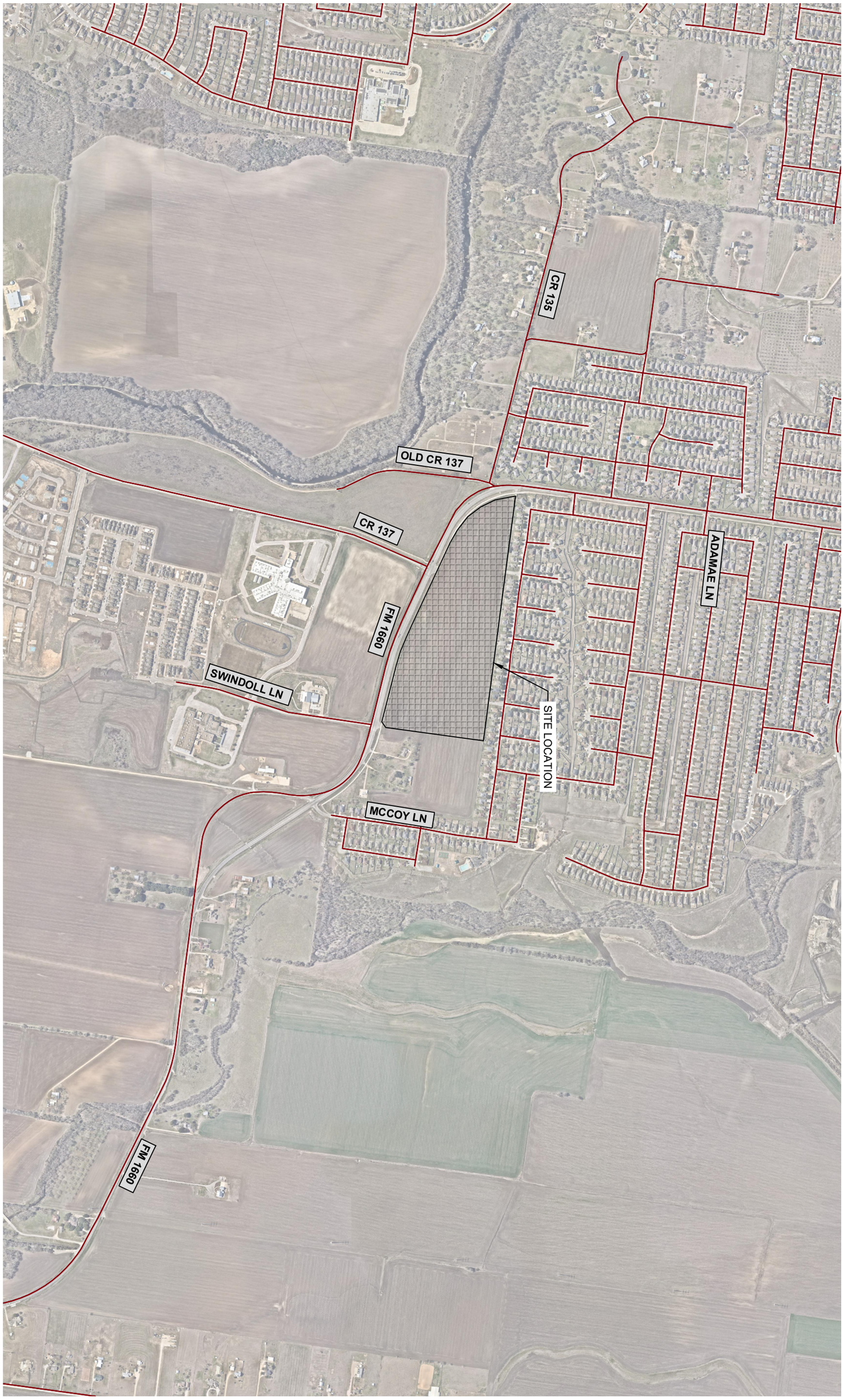

NORTH

SHEET NUMBER 1

ASPEN HEIGHTS RESIDENTIAL DEVELOPMENT

SITE LOCATION

KHA PROJECT	069241808
DATE	APRIL 2021
SCALE	AS SHOWN
DESIGNED BY	___
DRAWN BY	___
CHECKED BY	___

FOR REVIEW ONLY

Kimley»Horn

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PHONE : 210-541-9166 FAX: 210-541-8699
WWW.KIMLEY-HORN.COM TBPE FIRM NO. 928

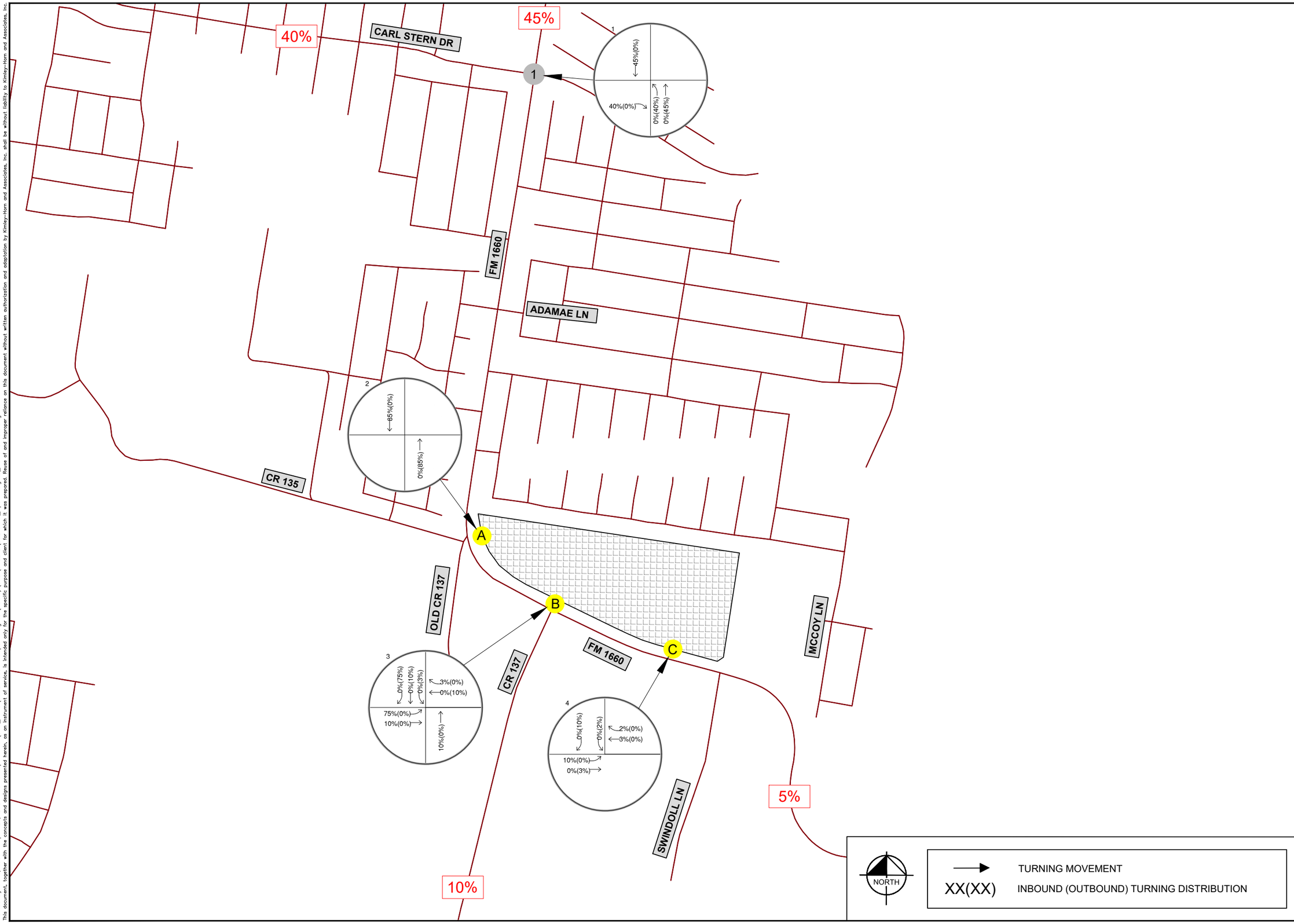
No.	REVISIONS	DATE	BY

EXHIBIT A: PRELIMINARY SITE PLAN

PARKING CALCULATIONS

Garage Spaces (2 per unit)	462
Driveway Spaces (2 per unit)	462
Street Parking	231
Total Provided Spaces	**1,155**

NORRIS DESIGN
Planning | Landscape Architecture | Branding



No.	REVISIONS	DATE	BY

Kimley»Horn

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FOR REVIEW ONLY

KHA PROJECT 069241808
DATE APRIL 2021
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

TRIP DISTRIBUTION

ASPEN HEIGHTS RESIDENTIAL DEVELOPMENT

SHEET NUMBER
3

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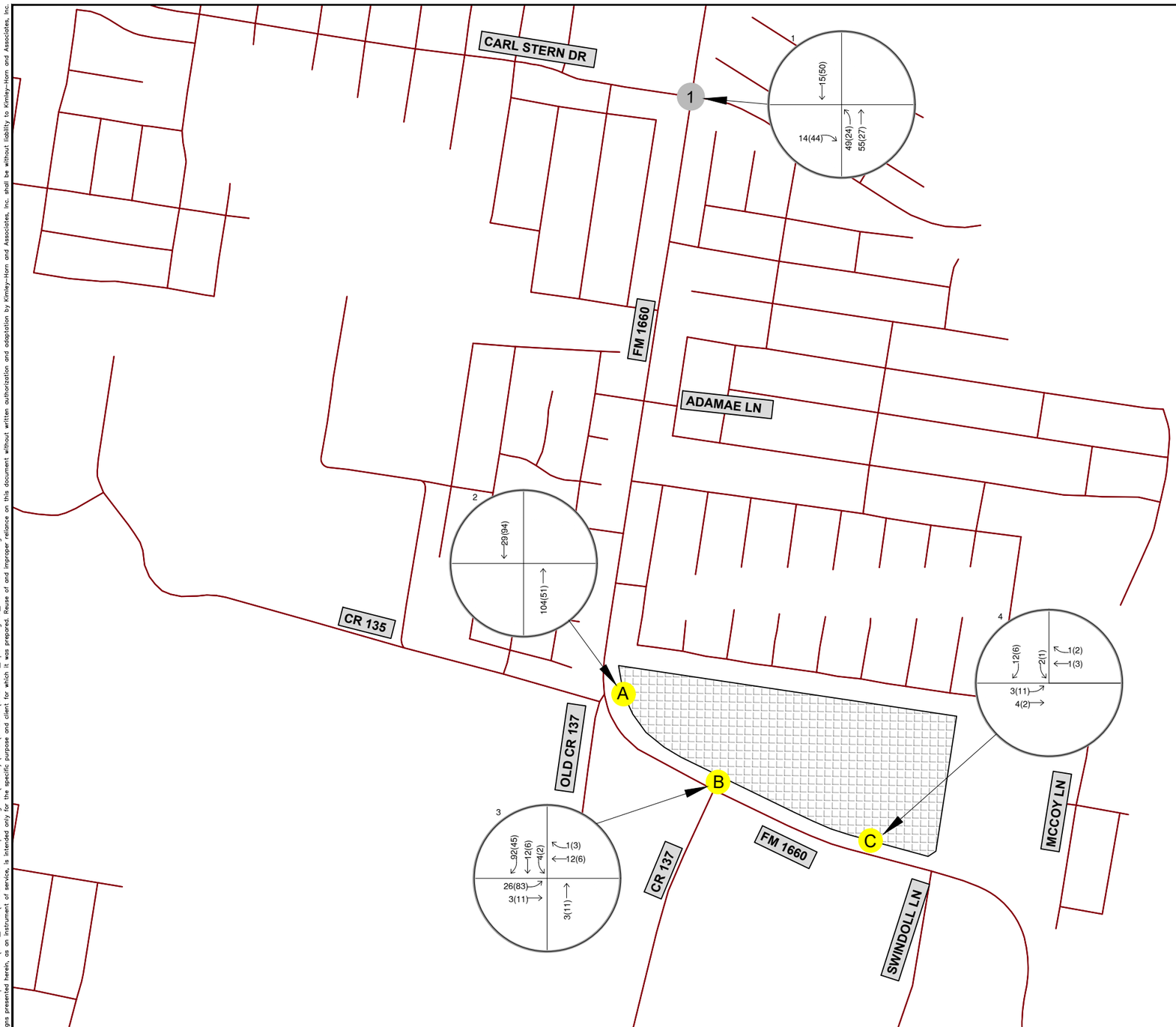

Land Use	ITE Code	Amount	Units	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Phase 1 -2024										
Residential Planned Unit Development	270	231	Dwelling Unit(s)	1,894	34	122	156	111	60	171
Total Net New External Trips				*1,894*	*34*	*122*	*156*	*111*	*60*	*171*

Trip generation based on ITE's Trip Generation Manual, 10th Edition.
Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition.

NORTH

→ TURNING MOVEMENT

XX(XX) AM (PM) TURNING MOVEMENT VOLUME

No.	REVISIONS	DATE	BY

Kimley»Horn

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PHONE: 210-541-9166 FAX: 210-541-8699
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FOR REVIEW ONLY

KHA PROJECT 069241808
DATE APRIL 2021
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

SITE GENERATED TRIPS

ASPEN HEIGHTS RESIDENTIAL DEVELOPMENT

SHEET NUMBER
4

Plotted By:Kinne, Justin April 27, 2021 03:15:57pm K:\SNA_TPTO\069241808 – Aspen Heights (Hutto)\CAD\SHEETS\20210414_Aspen Heights_Memo Sheets.dwg
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TRAFFIC IMPACT ANALYSIS SCOPE AND STUDY AREA

Project Name:	Aspen Heights Residential Development	Date: April 27, 2021
Location:	FM 1660 between CR 135 & Swindoll Ln	
Owner's Agent:	Kimley-Horn & Associates, Inc. Amy Avery, P.E., PTOE	Phone: 210-321-3442

Scope must be approved and signed by staff prior to submittal of a Traffic Impact Analysis (TIA).

I. Data Collection

1. Background Information:

a. A Study Area Map that specifies study intersections and points of access to the site for the TIA is shown as Attachment A.

2. Intersections Capacity Analysis:

Existing Intersections

A. N/A

Future Intersections:

1. Access A/CR 135 & FM 1660 (turn lane evaluation only)
2. Access B/CR 137 & FM 1660 (turn lane evaluation only)
3. Access C & FM 1660 (turn lane evaluation only)

Segment Capacity Analysis:

- All internal site roadways shall be sized appropriately based on ADT range of different street classifications as shown in the UDC for Alley, Residential Local, or Residential Collector

Note: the TIA may be required to review and discuss the consequences of the following future build conditions:

- N/A

Site Boundary and Internal Roadways:

- For adjacent roadways not yet built to the cross section in UDC 10.511.12 for the functional classification defined in the 2018 Mobility Plan, roadway capacities for the 2018 Mobility Plan ultimate section will be compared with site traffic volumes on the same roadway segment to determine a pro-rata share of improving the roadway to the 2018 Mobility Plan ultimate section. Pro-rata will be capped

at 50% for roadway segments where the site borders the roadway on one side, and at 100% when the site borders both sides of a roadway alignment. Internal roadways shall be sized to accommodate site build out traffic based on ADT thresholds defined in the UDC 10.511.

- The following shall be used as the planning level cost of different street classifications on a per-mile basis to build the ultimate section from the 2018 Mobility Plan and UDC:
    - Residential Collector or Major Collector - $5 million per mile
    - Minor Arterial - $8 million per mile
    - Major Arterial - $12 million per mile

II. Study Assumptions

1. Data Assumptions: The following assumptions must be included in the analysis. Any change in these assumptions must be approved prior to submittal of the TIA. The assumptions are based on data provided by ITE.

    a. Trip Generation – ITE 10th Edition, attach trip generation to this scope with use of either average trip rate or equation for each land use and associated period (peak hour of generator, weekday AM, e.g.)

2. The following reduction factors are approved for the proposed land uses:

    a. Internal trip capture rates: Consistent with guidance in the ITE Trip Generation Handbook, internal capture is not applicable for the proposed development.

    b. Pass-by Trips: Consistent with guidance in the ITE Trip Generation Handbook, pass-by is not applicable for the proposed development.

    c. Traffic Distribution Trip distribution for trips generated by the site should follow Section 3 of this scope.

    d. Transit Trips: None.

3. Trip Distribution: The distribution of trips to/from the proposed development will be based upon the existing roadway network and traffic patterns. Where new roadways (and connections) are integral to the site, present these elements as part of the "build out" condition. Trip Distribution to be submitted for interim review and approval before capacity analysis is performed after collection of existing counts and comparison with existing distribution trends.

Direction	Roadway	Phase 1: 2024 Site Traffic To/From
West	Carl Stern Dr	40%
North	FM 1660	45%
South	FM 1660	5%
South	CR 137	10%

4. Other Considerations:
   Build-Out year for Phase 1 of Development: 2024

   Demonstration of adequate sight distance, turn lane warrants, appropriate spacing, and queueing analysis shall be provided for all proposed site access points as applicable.

5. Mitigations: Proposed mitigations shall show a pro-rata percentage for the share of the improvement attributable to the site development.
   a. For signal timing adjustments and deceleration left- or right-turn lanes into the site, pro-rata shall be 100%.
   b. For new signals or full intersection control changes, pro-rata percentage shall be calculated as the site traffic entering the intersection divided by the total traffic entering the intersection for a given phase build-out.
   c. For new turn lanes, pro-rata percentage shall be calculated for the approach for which the improvement is being made as the site traffic for the approach divided by the total traffic using the approach. Turn lanes cannot be achieved by restriping unless 12' lanes are maintained with a 4' shoulder on both sides of the roadway, when curb and gutter is not present. Mitigations shall be tied to each phase of development and pro-rata calculated for the phase in which the mitigation is required. Mitigations may be carried into subsequent phases of development as background improvements.
   d. Pro-rata for site boundary and internal roadways shall follow method outlined in Section 2 with segment capacity analysis.

   Costs for mitigations shall be $350 per linear foot for each lane of roadway or turn lane, $350,000 for new signals, and $5,000 for signal timing adjustments at each intersection. If a new turn lane or roadway requires relocation of sidewalks, overhead utilities, bridge expansions, retaining walls, or other street elements, additional cost shall be estimated for relocation or construction of these facilities based on the latest TxDOT 3 month Statewide average low bid unit prices with supporting documentation of calculations. Costs for other mitigations shall be coordinated with and approved by City of Hutto.

6. Submittal Requirements

   a. Submit electronic copies to City of Hutto, and coordinate with TxDOT regarding their requirements. Submit CD's or .zip files containing the following: PDF of the TIA, Excel spreadsheets for all calculations, and a CAD file for the site plan, if available.

Submittal Distribution is to be as follows:

City of Hutto: Electronic, Attention Sam Ray (Samuel.Ray@HuttoTX.gov)
TxDOT: Electronic, Attention Scott Cunningham (Scott.Cunningham@txdot.gov)

This scope and study is based upon the assumed development uses and intensities in the TIA Determination sheet in Attachment B. Any change in these assumptions may require a change in the scope. Preparation of the TIA shall follow City of Hutto Unified Development Code Chapter 10.515.4 requirements unless otherwise specified in this document.

Approved by (City of Hutto):_____Phone:_____

Approved by (TxDOT):_____Phone:_____

Attachment A

Existing Intersections

B. N/A

Future Intersections:

1. Access A/CR 135 & FM 1660 (turn lane evaluation only)
2. Access B/CR 137 & FM 1660 (turn lane evaluation only)
3. Access C & FM 1660 (turn lane evaluation only)

Attachment B

CITY OF HUTTO
TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET
APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Aspen Heights Residential Development
LOCATION: FM 1660 between CR 135 & Swindoll Ln
APPLICANT'S AGENT: Kimley-Horn & Associates, Inc. (Amy Avery, P.E., PTOE) PHONE #.: 210-321-3441
APPLICATION STATUS: DEVELOPMENT ASSESSMENT:_ _ _ZONING__SITE PLAN: ____

EXISTING:

PARCEL NUMBER	BLDG SQ.FT.	LAND USE	**ITE CODE**	**DAILY TRIP RATE/EQ**	**DAILY TRIPS**

PROPOSED

TRACT NUMBER	BLDG SQ.FT.	LAND USE	**ITE CODE**	**DAILY TRIP RATE/EQ**	**DAILY TRIPS**	**AM / PM TRIP RATE/EQ**	**AM TRIPS**	**PM TRIPS**
1 (Phase)	231 DU	Residential Planned Unit Development	210	Ln(T)=0.94Ln(x)+2.43	1894	AM: Ln(T) = 0.88Ln(x)+0.26 PM: Ln(T)=0.97Ln(X)-0.14	156	171
2 (Phase)								
				Total	**1894**		**156**	**171**

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION*
FM 1660	Yes	48'	Major Collector

*Classification reflects Mobility Master Plan, 2018

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

10.203.13.3 – Planned Unit Development Review Criteria:

1. **The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.**
    - The City's adopted Future Land Use Map designates this area as being intended for Commercial, however, at the time of annexation in 2006 the property was zoned single-family/SF-1. The proposal allows a for-rent, single-family home product on a common lot instead of the SF-1 district providing single-family homes on individual lots. The proposed PUD is utilizing the higher density setbacks, although modified, to provide detached on a common lot, which is currently not a consideration within the Unified Development Code (UDC).

      The proposed use is generally consistent with the spirit of the community, neighborhood and is generally compatible with the character of adjacent developments in the area.

2. **The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.**
    - The proposed single-family use is generally compatible with the surrounding land uses and the existing single-family zoning district.

3. **The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.**
    - The proposed PUD provides a private amenity center for residents and trails around the detention ponds that front along FM 1660 South. There are two additional small trails provided within the development and two pocket parks internal to the development. The developer is proposing pedestrian connectivity throughout the development and surrounding the development, including vehicular access via the existing stub street and in compliance with the connectivity standards in the UDC.

4. **The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.**
    - The proposed PUD provides standards for the single-family development and associated open space in compliance with the UDC.

5. **The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.**
    - The proposed PUD provides for full connectivity to adjacent developments in compliance with the UDC. The proposed PUD standards will not negatively affect the health, safety and general welfare of the community as they are in line with what is currently adopted within the UDC if this was to develop and a traditional, single-family development as zoned.

6. **The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.**
    - The proposed PUD will be served adequately by all utilities.

7. **The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.**
    - The proposed PUD does not affect the existing infrastructure plans for the area. The TIA worksheet is attached to this item.

8. **PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.**
    - The proposed PUD does not allow for non-compatible development within the community. New construction must conform to the design guidelines within the PUD and UDC. The homes will all have board and batten siding, providing a modern farmhouse look to each unit.

ORDINANCE NO. O-2021-044

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 36.624 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS ASPEN HEIGHTS PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 4th day of May, 2021, and;

WHEREAS, on the 20th day of May, 2021, after proper notification, the City Council held a public hearing on the requested amendment, and;

WHEREAS, the City Council determines that the zoning ordinance amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and

6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from SF-1 (Single Family Residential) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the Aspen Heights Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **20th** day of **May, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and **ADOPTED** on second reading of ordinance this **20th** day of **May, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor Pro Tem

Attest:

_____

Holly Nagy, City Secretary

Aspen

PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** will hold a public hearing regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: *http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php*. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

Name: Stuart Gregory Farley

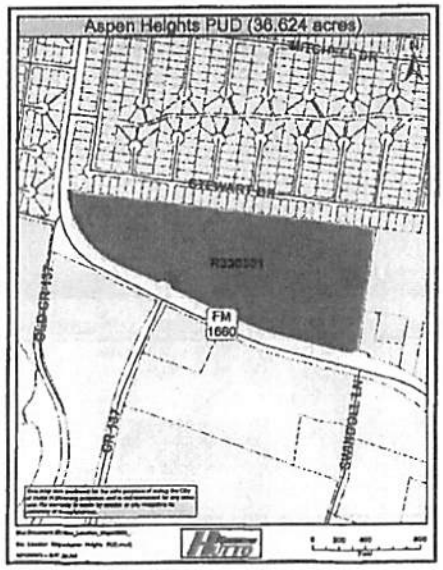
Address: PO Box 22309 Sacramento, CA 95822

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

Name: Touhy Investments LLC

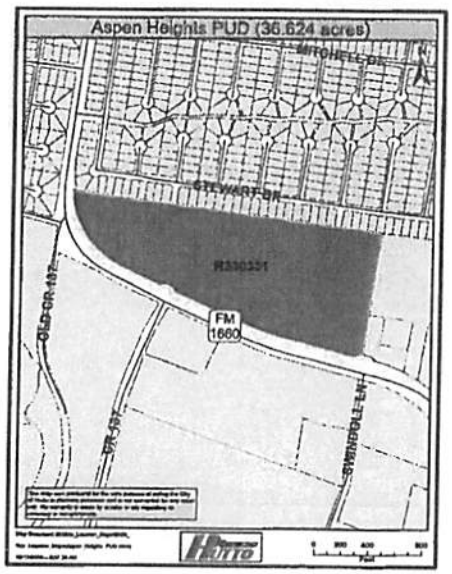
Address: 609 LaToya Court Hutto, Texas 78634

☐ **I AM IN FAVOR**

☑ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



Ashley Lumpkin

From:
Sent: Monday, June 21, 2021 3:05 PM
To: Planning
Subject: Planning & Zoning Commission - July 5, 2021

Planning & Zoning Commission - July 5, 2021
Planned Unit Development zoning ordinance amendment request for Property: Aspen Heights PUD, FM 1660 South

Cheryl Reese
6010 Andross Ct
Hutto TX 78634

NOT in favor of/against rezoning as this will have an adverse effect on the flow of traffic ...

I do realize that to expect the surrounding area of the Glenwood neighborhood to remain agricultural, especially with the growth rate that Hutto and the Austin area is experiencing, is unrealistic, however I do believe that there are valid concerns with the proposed Aspen Heights Planned Unit Development that need to be addressed and considered at this time.

As we all know and has been discussed at several City Council meetings, much of the infrastructure of Hutto is proving to be inadequate and unable to safely accommodate the needs of the growing population. Also discussed is the lack of a solid, strategic plan by the city and the Planning & Zoning Commission in past years to plan for both business and housing growth, it almost seemed like it was 'here's some 'empty land' let's put some houses or industry there' without any consideration or forethought on the impact and consequences on the infrastructure, in particular on roads and travel through and around the city, as well as the environment and the quality of life for current residents. It is very evident that the condition of the many roadways that are more heavily traveled in the city are rapidly deteriorating and in dire need of repair or replacement. The surge of traffic brought on by the rapidly increasing population on an inadequate road system is resulting in consistent congestion at all of the main intersections and substandard road conditions, which is not only hazardous but costly for residents due to automobile repairs. Additionally, expansion without an informed, strategic plan can definitely impact not only the present but the future as buildings, due to concrete covering more and more of the open land, which enables potential flooding rains to instead drain into the soil rather than accumulate and flood. So what does all of this have to do with the proposed Aspen Heights PUD? Everything.

The area in which this project is proposed to be built is rapidly being built up. CR137, which feeds into 1660 South, has a major housing development that has already completed many houses, with many more in the process. There are plans for more construction to occur on CR137 across from Farley MS. The roadway on CR 137 is in horrendous condition already because of the increased traffic and flooding due to the lack of responsible planning as it floods with any significant rain event, making the road impassable. All traffic on this roadway flows onto 1660 South in order to travel into Hutto proper, which is adding to the traffic congestion on 1660, particularly when approaching Hwy. 79. The Aspen Heights development would be perpendicular to CR137 and alongside the Glenwood neighborhood, and with the additional population would come an increase in traffic in that immediate area. A major and very legitimate concern is that this project would take away valuable flood water drainage, and with the constant upgrading of building requirements for new structures, could lead to heavy rain events having nowhere to drain into, leading to flooding of the homes in Glenwood which are in closest proximity to Aspen Heights, which includes mine. I have myself experienced this in my previous neighborhood in West Houston, it was the result of very poor planning and the disregard for those who had made their home there for many years prior to all of the expansion and growth.

I know it is not realistic nor necessarily desirable to prevent all growth in our community, however, until the city can develop an intelligent, researched, educated strategic plan for this growth, and improve and develop the city's infrastructure so it that it does not impede but rather support this growth, I do believe that the city should refrain from permitting any new residential construction until then, including the Aspen Heights PUD. As I understand it, City Council has contracted with a reputable company to help develop such a plan, and thus, until such a plan is completed and approved by the tax paying citizens of Hutto, Aspen Heights PUD and any other new residential construction should be denied. As it is, the city has yet to untangle the mess at the Co-Op, properly direct and regulate the industrial traffic nightmare for the Emory Fields neighborhood, as well as several other promises that were made and not kept by previous administrators, and repair the crumbling infrastructure of our current roadways due to the absence of informed, responsible planning. To approve the construction of Aspen Heights PUD at this time is both irresponsible and negligent and I strongly urge the City, and the Planning & Zoning Commission to halt any further discussion and/or action to proceed with this proposed construction.

Thank you for your time and consideration.

Respectfully,

Susan J. Misiti

Susan J. Misiti
405 Ballentine Court
Hutto, TX 78634

To the Hutto Planning and Zoning Commission:
My name is Olivia Stavrou Berry, and I have lived at 314 Stewart Drive, Hutto, TX 78634 with my husband, Mark, and our son since November of 2019.
I am emailing to voice our OBJECTION and OPPOSITION to the proposed PUD zoning ordinance amendment request known as Aspen Heights Planned Unit Development, 36.624 acres, a single-family residential use PUD, located on FM 1660 South.
We are property owners that back up directly to this site. We have previously contested this proposed zoning change back in November of 2020. I'm very sorry that the Aspen Heights Corporation decided to purchase these 36 acres with zero respect to the current residents of Hutto. Our backyard overlooks some of the few remaining acres of untouched farmland within Hutto. If your goal is to create gray concrete suburban sprawl to line pocketbooks, please reconsider in terms of the bigger picture.
A well-planned city includes parcels such as this for breathing room and solace. Not every square inch must be stuffed with asphalt and concrete with poorly erected houses built by cowboy builders, sold to the lowest contractor bid. This is an ecologically sensitive zone in proximity to the already stressed-out Brushy Creek and St. Edwards Aquifer.
Before COVID, on every single weekday, I would watch a long caravan of children walk to and from Farley Middle School. With the unobstructed view, drivers can see these kids, too. Once school resumes as previously scheduled, developing this tract of land WILL increase the opportunity for child endangerment due to decreased visibility and increased traffic. Building out = more child traffic deaths at this specific intersection. Too many kids and families biking and walking that street around the sharp bend for anything tall like an apartment complex to safely go in, not to mention the noise, traffic, and disruption to the visible treeline surrounding Brushy Creek. I feel like Hutto can do better to benefit the existing residents and families here instead of selling out to commercial builders. (Something like the All Abilities Park in Round Rock, a community garden, soccer fields, etc.). That bend is too sharp at 50mph to have something tall blocking visibility.
Don't cheapen Hutto. No matter how much Aspen Heights wants to repackage this build as "Multi-Family Living," call a spade a spade: this is another loud and noisy apartment complex, complete with subwoofers, cigarette smoke, and limited visibility.
Honor the country roots of its founders by leaving a little precious grassland or convert it into a city park for the current citizens to enjoy and use. Take a chair out and sit down to witness these kids walking safely to school beside an already busy road. This last bastion of country land should remain untouched. Make your money on another parcel. Turn this into a grocery store. Benefit the CURRENT property taxpayers that currently pay your salaries.
Plan thoughtfully, and Hutto won't be just another notch on the CedarParkPflugerRoundRockAustin continuation of sprawl.

Olivia Berry
Medical Aesthetician

Angel Kavanaugh

From:
Sent: Tuesday, June 22, 2021 8:39 PM
To: Planning
Subject: Aspen Heights PUD, July 06, 7:00 pm

I, Christopher Vernon of 307 Abamillo Drive, Hutto TX, am strongly against this planned development being proposed.
We are nearing an overcrowding in Hutto, the schools are loaded to the gills, the road ways are garbage, the last thing we need are more people and vehicles when we are straining to maintain what we have already.
I once again oppose the Aspen Heights PUD.

Sent from my Verizon, Samsung Galaxy smartphone

Angel Kavanaugh

From:
Sent: Wednesday, June 23, 2021 8:18 AM
To: Planning
Subject: public hearing vote

Good Morning,

Aspen Heights Planned Unit Development
July 6, 2021
Louis and Yolanda Balderas - 5001 Daymon Ct.

We Object: I don't understand why the city makes no effort to bring other businesses and subdivisions that will help our side of town by the park. My understanding is these homes will never be sold to a family for a forever home. This to means people will always be coming and going. Would you want that for the neighborhood you live in? Also we only have one elementary school in this area. How will this affect our students in Glenwood?

Thank you for your time,
Louis and Yolanda Balderas

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PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

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1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

Name: FRANCISCO & MARTHA PEREZ (512) 565-1580

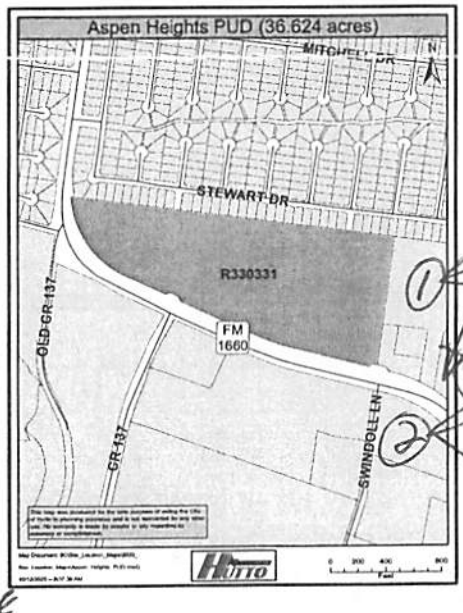
Address: 189 BRUSHY CREEK TRAIL HUTTO,

☐ **I AM IN FAVOR**

☑ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



WE OWN THESE ~~THE~~ PROPERTIES

It is important to evaluate the community impact of a project that substantially increases population density in the area, potentially reducing property value. To circumvent this circumstance, we believe a mixed-use project would provide more services, livelihood, and, ultimately, value to the City of Hutto. If a meeting can be scheduled with the committee, we can gladly share our intentions in line with this vision.

Angel Kavanaugh

From: [illegible]
Sent: Tuesday, June 29, 2021 6:36 PM
To: Planning
Subject: Aspen Heights PUD

Aspen Heights PUD
Planning & Zoning 7/06/21
Bennie Barnes
207 Creek Ledge Dr. Hutto, Tx 78634
I am against rezoning
I Object
Traffic and road improvements are needed before more development is added to this area.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Angel Kavanaugh

From: .....
Sent: Tuesday, June 29, 2021 7:47 PM
To: Planning
Subject: Public Hearing response

Aspen Heights Planned Unit Development (PUD) July 6. 2021 Jason Marin
408 Ballentine Ct
Hutto,Tx 78634

I am against the rezoning!

Sent from my iPhone

Angel Kavanaugh

From:
Sent: Wednesday, June 30, 2021 10:00 AM
To: Planning
Subject: Property Owner Response
Attachments: 20210630_100005.jpg

To whom it may concern,

Property owners: Karen & Edwin Guzman
Address: 5009 Daymon Ct. Hutto, TX 78634
Project name: PUD zoning ordinance amendment request for the property known as Aspen Heights PUD on FM 1660 South.
Public hearing date: July 6th, 2021

We object because that area floods at the bare minimum sign of rain, traffic is awful, condition of the road is the worst, especially, after the snow storm. If these issues can't be handled with the current traffic/population, I can't imagine what would happen if these houses are built.

Thank you,

Karen & Edwin Guzman

Sent from my Verizon, Samsung Galaxy smartphone

Angel Kavanaugh

From:
Sent: Tuesday, July 6, 2021 3:00 PM
To: Planning
Subject: Aspen Heights Planned Unit Development

Shiryl White
205 Creek Ledge Drive, Hutto, TX

I OBJECT

ASPEN HEIGHTS

PLANNED UNIT DEVELOPMENT

Hutto, Texas

ASPEN HEIGHTS

NORRIS DESIGN
Planning | Landscape Architecture | Branding

ASPEN HEIGHTS

PLANNED UNIT DEVELOPMENT

The proposed development of the Farley tract on FM 1660 know as Aspen Heights Hutto is intended to be a new neighborhood of single-family rental homes that promotes a lifestyle of a community where individuals and families can live, work and play. Our guiding principles of our Planned Unit Development reflect a strong connectivity to the adjacent single-family neighborhood to the north and Farley Middle School to the south. The Aspen Heights community will include high quality housing, appealing landscaping, open areas, walking paths and family-oriented amenities.

Aspen Heights Partners is proposing a new, built for rent single-family residential development in Hutto, Texas. The project will consist of 219 two, three, and four-bedroom homes on 36.6 acres located at 9261-9213 FM 1660, Hutto, Texas.

The investment thesis is centered on providing potential residents, unable or unwilling to continue residing in traditional apartment complexes, with a reasonably priced alternative that offers best-in-class amenities and the space and privacy typically associated with purchasing a home.

The Project will be a community of luxury single-family detached rental homes with resort style amenities nestled in Hutto, a northeastern suburb of the rapidly-expanding Austin MSA. The project's two, three, and four-bedroom homes with attached garages will have modern interiors with designer finishes. Granite counters, stainless steel appliances, washer/dryers, custom tile and flooring of luxury vinyl tile and low pile carpet are included in all homes. Touch screen thermostats, energy efficient lighting and high bandwidth cabling are carefully planned in each home. Fully fenced backyards and beautifully landscaped yards enhance the homes.

The Aspen Heights neighborhood will be close to schools, shopping and restaurants. The project neighbors Round Rock, Georgetown, Pflugerville and is less than thirty (30) minutes from Austin and ABIA International airport.

1. General Provisions

1.1 Definitions

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Hutto Code of Ordinances, as amended, hereinafter referred to as "the Unified Development Code" or "UDC".

1.2 Property

This Plan covers approximately 36.624 acres of land, located within the City of Hutto, Texas, and more particularly described in Exhibit "A".

1.3 Purpose

The purpose of this Plan is to ensure a PUD that: 1) provides a lower density, 219 units, than is allowed by the zoning code, 288-500 units, 2) is in harmony with the Hutto 2040 Comprehensive Plan, as amended, which will create a new housing option to meet the population growth curve of Hutto, 3) creates a transition zone between the single-family neighborhood to the north and the commercial to the south which will not negatively affect the traffic conditions. Public streets encourage pedestrian and bicycle travel, while keeping safety to the highest level. 4) provides a large 4-acre park setting along 1660 which enhances the visual appearance of the highway, while creating an outdoor area for our residents with hiking trails, benches, meadows and lawn for gatherings and socializing. Internal to the site, we have distributed numerous pocket parks, a playground for children, a centralized open space for our amenity pavilion, pool and games area. The plan provides and enhances connectivity for the adjoining neighborhood to the north for access to schools, parks and shopping. 5) is adequately provisioned by essential public facilities and services, and 6) will consist of single and two-story modern farmhouse units that will provide a sense of community while keeping scale and massing in concert with the adjoining neighborhood.

1.4 Applicability of City Ordinances

1.4.1 Zoning Ordinance

All aspects not specifically covered by this Plan shall be regulated by the SF-2 zoning district, as amended. If there is a conflict between this Plan and Code, this Plan shall supersede the specifics conflicting provisions of the Code.

1.4.2. Other Ordinances

All other Ordinances within the Code, as applicable and amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

EXHIBIT A: PRELIMINARY SITE PLAN

1.5 Project Overview

1.5.1. Purpose of Plan

The purpose of the Plan is to provide a new development of built for rent single-family homes that promote of a lifestyle of community where families can live, work and play.

1.5.2. Concept Plan

This Plan, as depicted in Exhibit "A", shall serve as the Concept Plan for the Project.

1.5.3. Platting and Site Plan

The Property shall be permitted to be platted with multiple single-family detached homes located on one (1) common lot.

1.5.4. Land Use

(1) The residential housing type shall be single-family detached units on a common lot, with each dwelling unit having a private external entrance, private attached garage and parking and a private yard area.
(2) A maximum of 219 units shall be allowed.
(3) A clubhouse/pavilion, swimming pool, children's playsground and numerous parks shall be included in the Project.

1.6 Development Standards

1.6.1. Exterior Finish

(1) The modern farmhouse style shall be 100% horizontally installed or board and batten cement-based siding on all units.

(2) Cedar shall be limited to accent features.

1.6.2. Garage Door Treatment

(1) An upgraded garage door defined as a faux wood or wood clad shall be required.

(2) Garages shall be front load and placed forward of the front façade.

(3) Garages shall not be more than 50% of the house lineal footage width.

1.6.3. Repetitive Design and Required Elements

(1) The Project shall have a minimum of twenty-three (23) different elevations which will be placed so that identical elevations are not on adjacent lots or directly across the street.

(2) Each home will have a functional porch on the front, side or back. Front or side covered porches will be approximately 30-100 square feet and rear or back covered porches will be approximately 80-130 square feet.

1.6.4. Yard and Perimeter Fencing

(1) Each home shall have a back yard privacy fence constructed of cedar boards, treated wood or metal posts and treated rails.

(2) Perimeter fencing types are:

(a) Wrought iron, steel or aluminum.

(b) Cedar boards, treated wood or metal posts, treated rails with dry stacked stone columns.

1.6.5. Building Setbacks

(1) Setbacks for the common platted lot containing the detached single-family units shall be according to those established for the SF-2 zoning district except as follows;

(a) Garage door setback (min) = 20'

(b) Rear yard setback (min) = 10'

(2) All units shall have a minimum of 10' of separation from their foundations.

1.6.6. Parking

(1) A total of two (2) non-garage parking spaces shall be provided at each unit. Two (2) spaces will be provided in driveway.

(2) Street guest parking will be provided on one (1) side of the street only.

(3) A total of 657 non-garage parking spaces will be included on the site (438 spaces in driveways and 219 additional guest spaces in street parking).

(4) Parking for the clubhouse/pavilion will be provided as required by the Code of Ordinances and the UDC.

EXHIBIT B: PRELIMINARY FENCING PLAN

1.6 Development Standards (Cont.)

1.6.7. Public Streets

(1) A minimum width of 30' from 'face of curb to face of curb' shall be used for all public streets other than the entry collector.

(2) Public streets will connect to the existing single-family neighborhood to the north.

(3) Driveway separation requirements as established in the City of Hutto UDC, Section10.611.6 may be modified administratively by the Planning Director, but in no instance shall include more than four (4) locations.

(4) Four (4) points of vehicular access will be provided from the site to a public right-of-way.

1.6.8. Landscape and Bufferyards

(1) Along the northern and eastern boundaries a low-level bufferyard shall be installed, consisting of;

(a) A 10' wide planting area plus a 7' horizontal wooden perimeter fence.

(b) Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard (which shall allow trees to be clustered along lengthy stretches of boundary).

(2) All homes shall have one (1) native tall tree or two (2) native short trees

(3) Tree lawn area shall have one (1) native tall tree per 30'-40' of linear public street frontage, including a root barrier detail which will be used in conditions where required trees are located near utility lines.

(4) Native tall and short trees shall have a trunk a minimum of 2" caliper.

(5) Planted shrubs shall be a one-gallon container and grow to 2' at maturity.

(6) Park areas will include a robust landscape plan including larger trees and plants.

1.7 Parkland Dedication

1.7.1 Parkland shall be provided by Fee-In-Lieu per the Code of Ordinances and UDC.

1.7.2 In addition to the Fee-In-Lieu of parkland, an internal network of amenities will be provided which will include: clubhouse/pavilion, children's playground, swimming pool, dog park and walking trails around the park/dry detention areas.

1.7.3 The Plan will provide approximately six (6) acres of common open area throughout the site. These common open areas include: park/dry detention areas, a clubhouse/amenity area, two (2) pocket parks and a children's playground.

1.8 Changes to the Development Plan

1.8.1. Minor Changes

Minor changes (10%) to the Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by Development Services and the City Attorney.

1.8.2. Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

EXHIBIT C: METES AND BOUNDS

A METES AND BOUNDS
DESCRIPTION OF A
36.624 ACRE TRACT OF LAND

BEING a 36.624 acre (1,595,340 square feet) tract of land situated in the William Gatlin Survey No. 23, Abstract No. 271, City of Hutto, Williamson County, Texas; and being a portion of a tract called 40.846 acres in instrument to Stuart Gregory Farley recorded in Document No. 2006032605 of the Official Public Records of Williamson County; said 40.846 acres being the same tract described by metes and bounds in Document No. 2003028462 of the Official Public Records of Williamson County; and being more particularly described as follows:

BEGINNING at a Type II TxDOT right-of-way monument found on the easterly boundary F.M. 1660 (variable width public right-of-way) and the southerly boundary of Lot 7, Block H of Glenwood Subdivision Phase One, plat of which is recorded in Document No.2003022092 of the Official Public Records of Williamson County, marking the northeast corner of that certain 4.2031 acre Parcel 01 described in Lis Pendens as The State of Texas vs. Stuart Gregory Farley, recorded in Document No. 201602005 of the Official Public Records of Travis County, and marking the northwest corner of the herein described tract;

THENCE, South 82°37'17" East, 2312.18 feet along the southerly boundary of said Glenwood Subdivision Phase One to a 1/2-inch iron rod (w/cap stamped "AMERI SURVEYORS") found on the southerly boundary of Lot 26, Block F of Glenwood Subdivision Phase 2A, plat of which is recorded in Document No. 200500945 of the Official Public Records of Williamson County, marking the northwest corner of that certain 16.813 acre tract described in instrument to Francisco J. and Martha G. Perez, recorded in Document No. 2015079930 of the Official Public Records of Williamson County, and marking the northeast corner of the herein described tract;

THENCE, South 07°57'03" West; at 628.68 feet passing the northwest corner of that certain 0.623 acre tract described in instrument to Williamson County Emergency Services #3, recorded in Document No. 2005001732 of the Official Public Records of Williamson County; continuing for a total distance of 929.99 feet to a 1/2-inch iron rod (w/cap stamped "KHA") set on the northeasterly right-of-way line of aforesaid F.M. 1660 marking the southern-most northeast corner of aforesaid 4.2031 acre Parcel 01, and marking the southeast corner of the herein described tract;

THENCE, over and across the aforesaid 40.846 acre tract, and along the northeasterly right-of-way line of said F.M. 1660, same being the northeasterly boundary of the said 4.2031 acre tract, the following ten (10) courses and distances:

1. North 75°35'21" West 5.67 feet to a Type II TxDOT right-of-way monument found for corner;
2. South 56°06'46" West 33.26 feet to a Type II TxDOT right-of-way monument found for corner;
3. North 75°35'21" West 569.11 feet to a Type II TxDOT right-of-way monument found at a point of curvature;
4. in a northwesterly direction along a tangent curve to the right having a central angel of 10°18'00", a radius of 1415.00 feet, a long chord bearing and distance of North 70°26'21" West, 254.03 feet, and a total arc length of 254.37 feet to a Type II TxDOT right-of-way monument found at a point of tangency;
5. North 65°17'21"West; at 3.59 feet passing a found 1/2-inch iron rod (w/green plastic cap); continuing for a total distance of 614.73 feet to a Type II TxDOT right-of-way monument found for corner;
6. North 20°17'21" West 35.36 feet to a Type II TxDOT right-of-way monument found for corner;
7. North 65°17'21" West 70.00 feet to a Type II TxDOT right-of-way monument found for corner;
8. South 69°42'39" West 35.36 feet to a Type II TxDOT right-of-way monument found for corner;
9. North 65°17'21" West 304.17 feet to a 1/2-inch iron rod (w/cap stamped "KHA") set at a point of curvature;
10. in a northwesterly direction along a tangent curve to the right having a central angel of 61°15'35", a radius of 685.00 feet, a long chord bearing and distance of North 34°39'33" West 698.00 feet, and a total arc length of 732.39 feet to the **POINT OF BEGINNING** and containing 36.624 acres of land in Williamson County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

John G. Mosier
10-19-2020

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

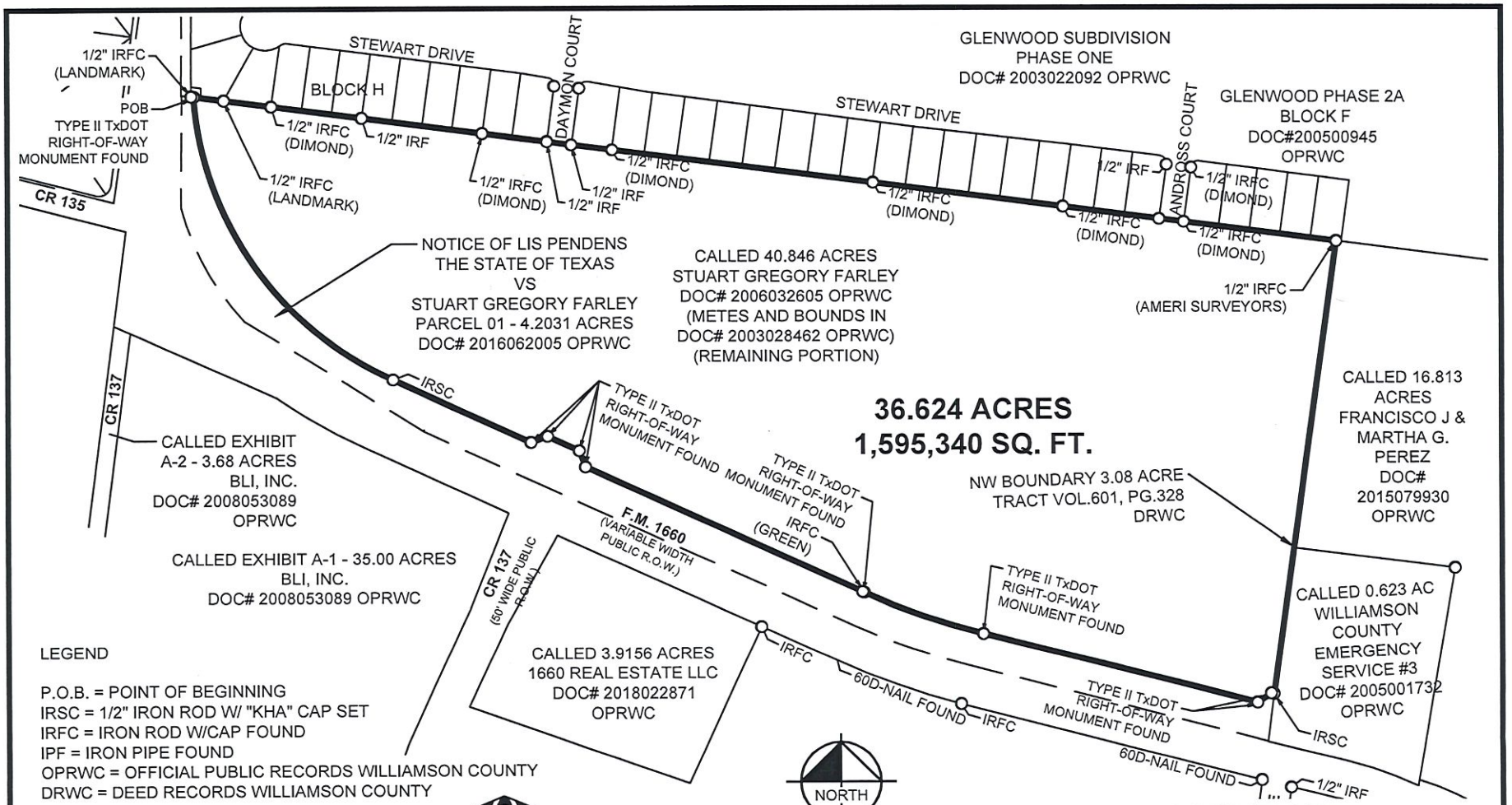
EXHIBIT OF
36.624 ACRES OF LAND
WILLIAM GATLIN SURVEY No. 23,
ABSTRACT No. 271, CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS.

Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	10/19/ 2020	069241808	1 OF 2

VILLARREAL, MIGUEL 10/19/2020 2:47 PM K:\SNA_SURVEY\069241808-ASPEN-HTS-HUTTO\DWG\EXHIBITS\36.624AC EXHIBIT.DWG

EXHIBIT D: SURVEY



LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
DRWC = DEED RECORDS WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL LAND SURVEYOR

John G. Mosier
10-19-2020

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

EXHIBIT OF
36.624 ACRES OF LAND
WILLIAM GATLIN SURVEY No. 23, ABSTRACT No. 271, CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

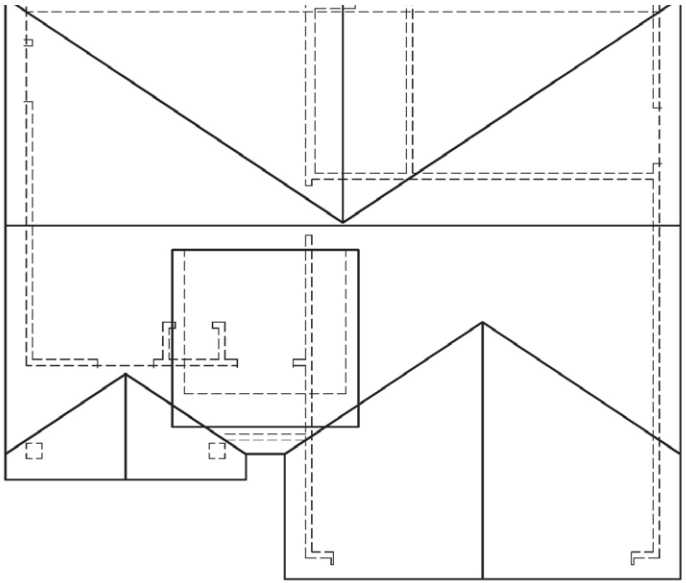
GEODETIC BASIS STATEMENT: The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the GRID. The unit of linear measurement is U.S. Survey Feet.

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	MAV	JGM	10/19/ 2020	069241808	2 OF 2

VILLARREAL, MIGUEL 10/19/2020 2:50 PM K:\SNA_SURVEY\069241808-ASPEN-HTS-HUTTO\DWG\EXHIBITS\36.624AC EXHIBIT.DWG

EXHIBIT E: ARCHITECTURAL EXAMPLES

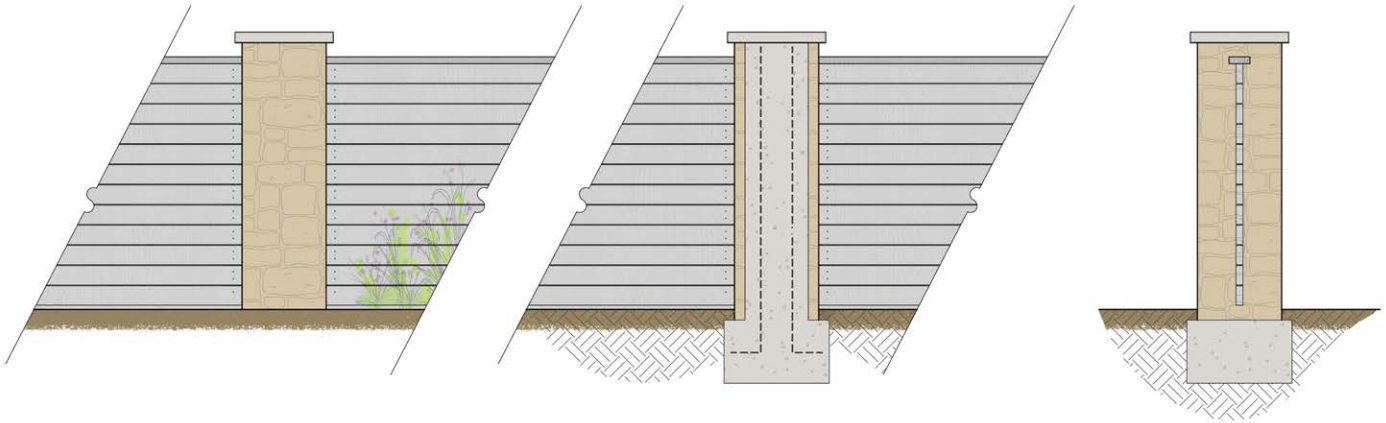


'A' Elevation
Plan 1

Sketch 1206

NOTE: These images are representative of the exterior architectural materials only.

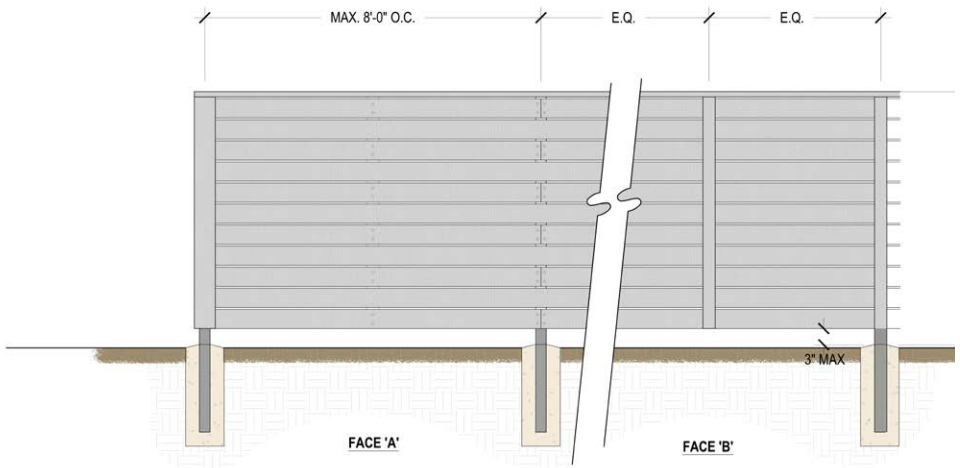
EXHIBIT F: CONCEPTUAL PERIMETER FENCING



NOTE: Dry stack stone columns to be spaced every ±80'. All wood to be stained grey.

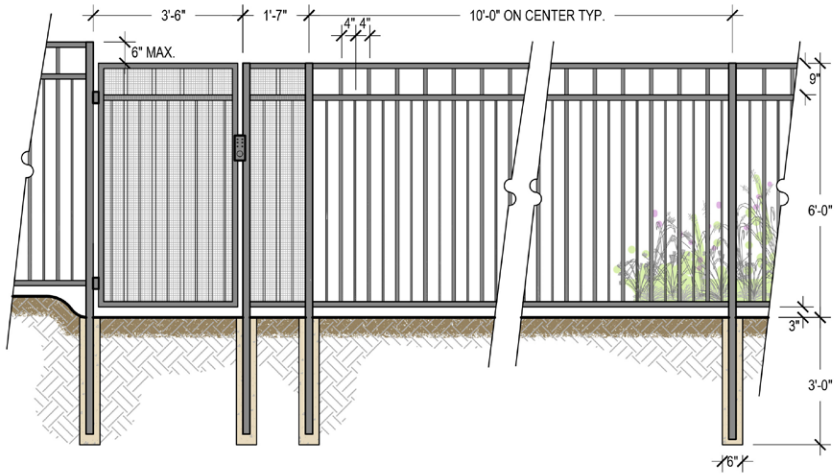
HORIZONTAL WOOD FENCE W/ STONE COLUMN

SCALE: 1/2" = 1'-0"



NOTES:
1. All wood to be stained grey.
2. Fence posts to be placed between existing wood fence posts - field verify each location.

WOOD SCREENING FENCE

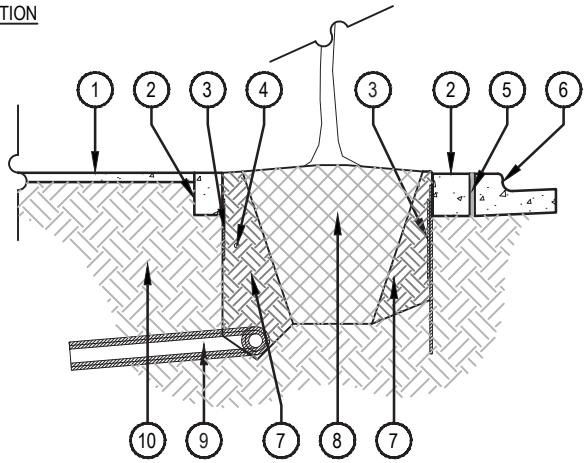


NOTES:
1. Metal pool fence to be 5' HT.
2. Metal perimeter fence to be 6' HT.

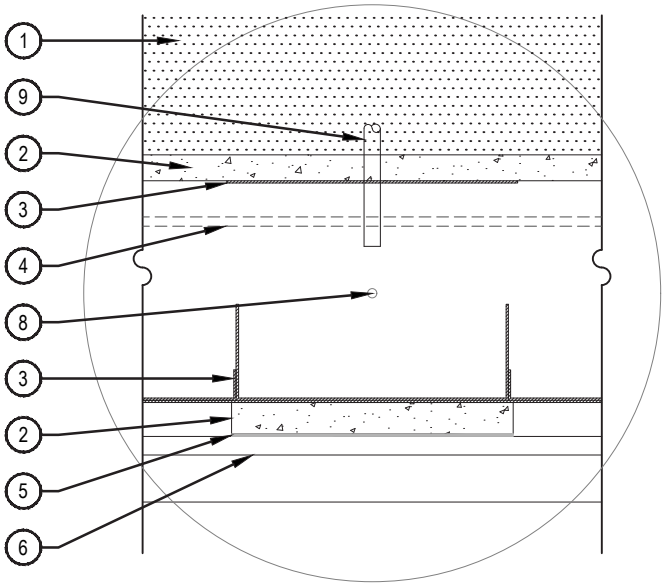
METAL FENCE

EXHIBIT G: CONCEPTUAL TREE ROOT BARRIER DETAIL

SECTION



PLAN



1. ADJACENT CONCRETE WALK
2. PC CONCRETE BEAM
3. GEOTEXTILE / BENTONITE CLAY WATERPROOFING MEMBRANE. UB 48-2 TYPE ROOT BARRIER LOCATED ALONG RIVERSIDE FOR ENTIRE PLANTING ZONE. REF. CIVIL FOR SPECS. AND LOCATION OF 1/4" STEEL PLATE ROOT BARRIER TO PROTECT STORM INLET.
4. IRRIGATION
5. ISOLATION JOINT
6. CURB AND GUTTER, REF. CIVIL PLANS
7. AMENDED PLANTING SOIL PER CITY OF AUSTIN SPECIFICATIONS
8. ROOTBALL AND VEGETATION
9. DRAINAGE LINE
10. COMPACTED SUBGRADE, PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS

NOTES:

1. TREE WELLS SHALL NOT CONFLICT WITH EXISTING OR PROPOSED WATER OR WASTEWATER LINES AND SHALL NOT BE INSTALLED WITHIN A MINIMUM HORIZONTAL DISTANCE OF 900mm (36") FROM THE OUTSIDE OF ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE.

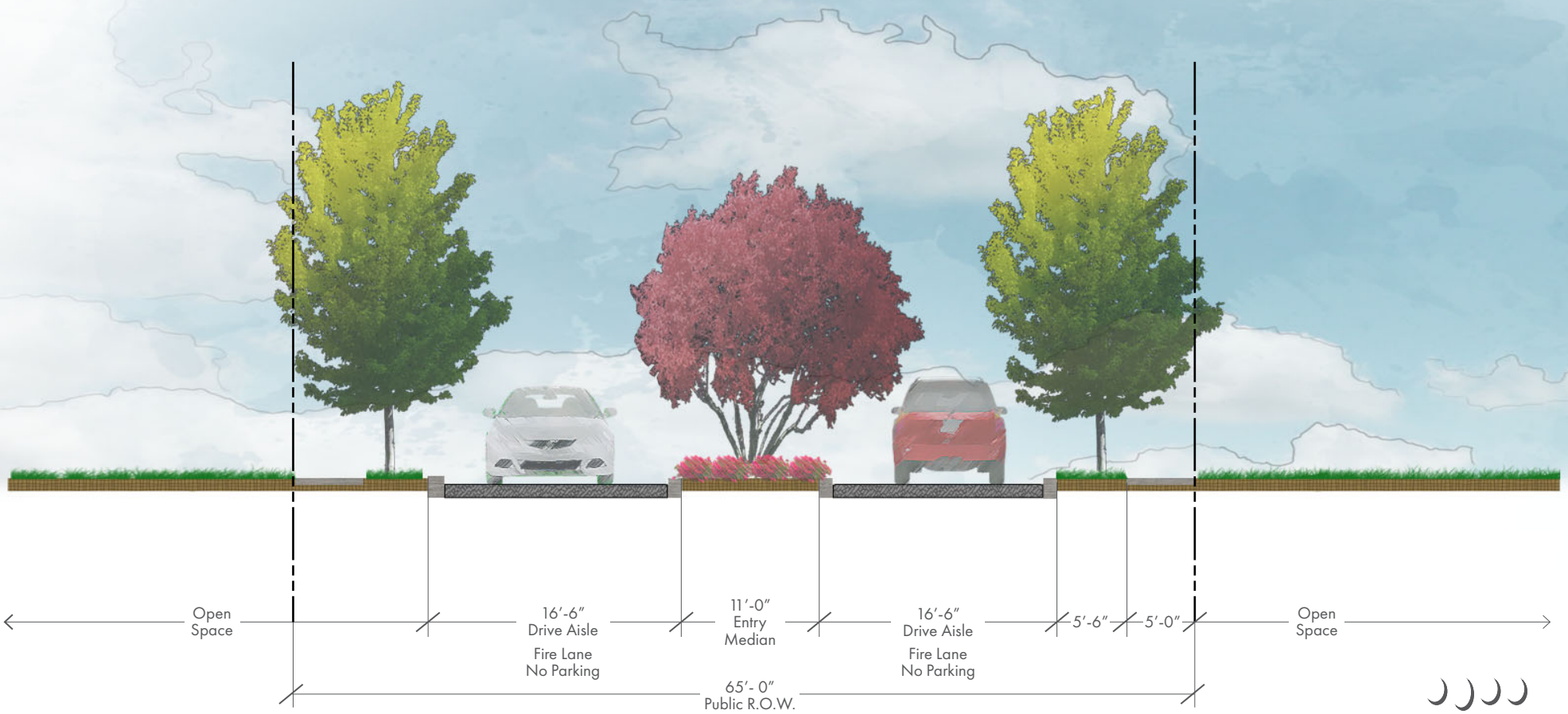
ROOT BARRIER PLAN AND SECTION

SCALE: 1/2" = 1'-0"

EXHIBIT H: CONCEPTUAL POND TRAIL PLAN

NOTE: These images are representative of design intent.

EXHIBIT I: STREET SECTION | PUBLIC ENTRY DRIVE

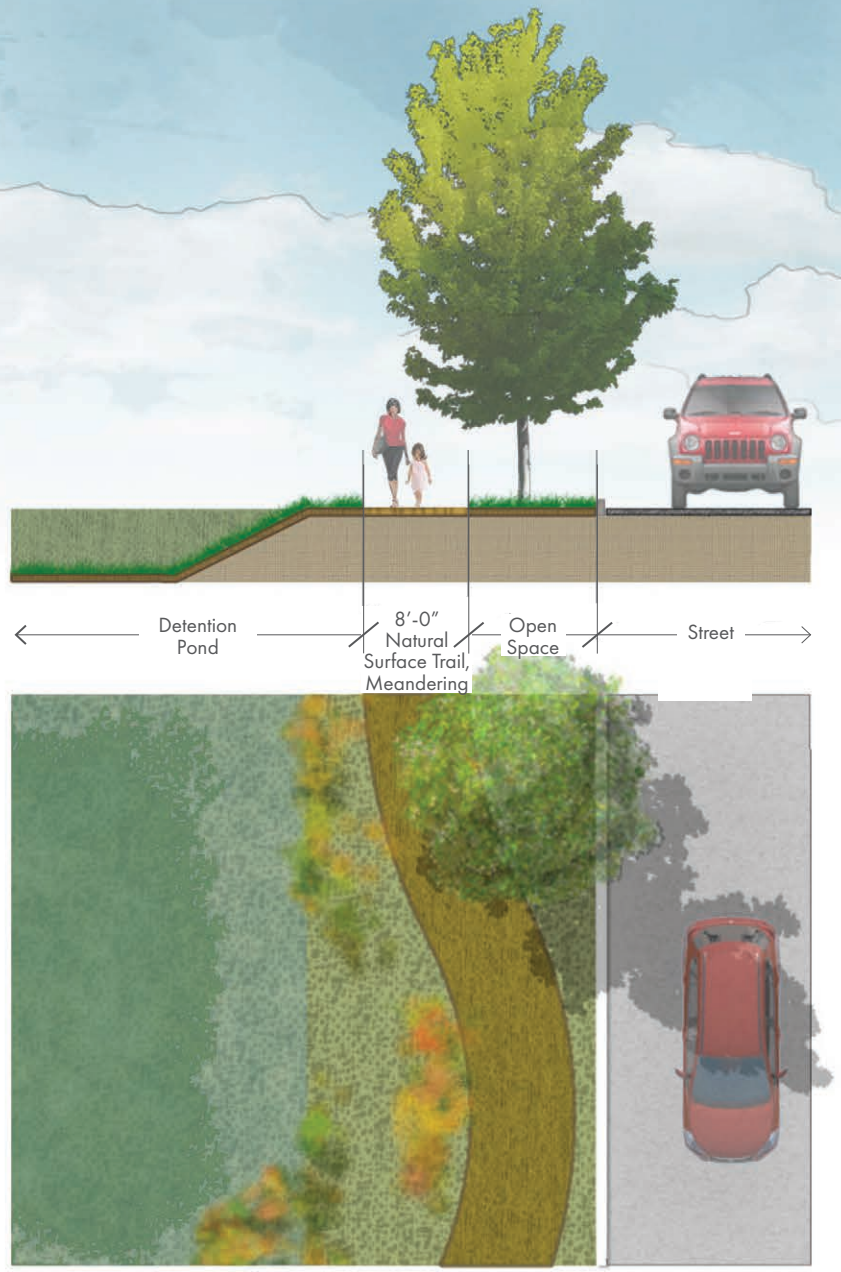


NORRIS DESIGN
Planning | Landscape Architecture | Branding

EXHIBIT J: STREET SECTION | PUBLIC STREET

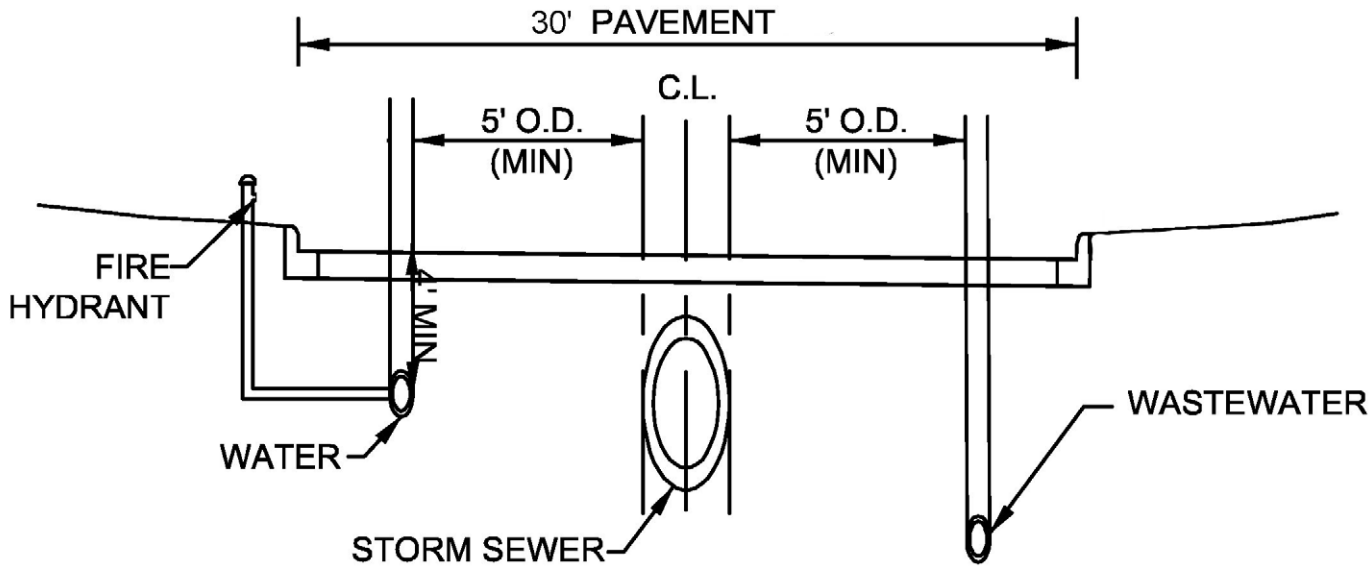
NORRIS DESIGN
Planning | Landscape Architecture | Branding

EXHIBIT K: STREET SECTION | POND TRAIL



NORRIS DESIGN
Planning | Landscape Architecture | Branding

TYPICAL UTILITY LOCATION



NOTE: ROADWAY TO BE CROWNED AT CENTERLINE.

EXHIBIT M: CONCEPTUAL ENTRY ELEMENTS

PRIMARY ENTRY SIGN

ENTRY POLE LIGHT

EXHIBIT N: CONCEPTUAL AMENITIES

June 18, 2021

Ashby Grundman
Director of City Planning
City of Hutto
500 West Live Oak St.
Hutto, TX 78634

Via Electronic Submittal

Re: Application for Rezoning- UPDATE; 36 acres located northside of County Road (CR) 137 & FM 1660, Hutto, TX 78634; a portion of WCAD parcel R330331 (the "Property")

Dear Mr. Grundman:

As representatives of the owner of the above stated Property we respectfully submit the attached update for rezoning to a Planned Unit Development (PUD). After discussions with staff and Commission, the PUD application has updated to include the following changes to be compliant with the City of Hutto Unified Development Code (UDC):

- Full vehicular and pedestrian connectivity from Andross Ct and Daymon Ct has been provided to the development to connect to FM 1660. This will provide full access for the Glenwood residents to walk or drive to Ray Elementary and Farley Middle School to the south of the development, where they otherwise would have had to connect along FM 1660. Additionally, the Vic Stern Fire Station will be able to access the Glenwood neighborhood more efficiently through the site. Please see attached connectivity exhibit.
- 5' sidewalks on both sides of the public roads internal to the site have been provided.
- The homes have been set back to accommodate additional parking in the driveway for guest parking.
- Garage width, exceeding 50% of the building frontage, have been removed.
- 23 elevation variations will be provided.

In addition to the updates made to comply with the UDC above, additional measures have been provided to increase the superiority of the project as outlined below:

Proposed Superiority	Justification
Under the City of Hutto UDC, amenities are not required. An internal, private network of amenities will be provided within the residential area and will include the following amenities: • Clubhouse/ pavilion • Children's play scape • Swimming pool • Dog park • Internal trail system	• To instill a sense of community and encourage interaction between residents. • To provide on-site outdoor activities so residents do not have to leave the development to enjoy the outdoors for relaxation or exercise.

Common Open space is not required in the SF district in the City of Hutto UDC. The development will provide 6 acres of common open space throughout the site, in addition to paying a fee-in-lieu for parkland .	• To provide outdoor space for the residents to enjoy without leaving the neighborhood.

Thank you for your time and attention on this rezoning application. Please feel free to reach out with any questions or additional information.

Very truly yours,

T.C. Selman

Connectivity Exhibit

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-047 amending section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon). (First Reading)

Meeting: Thursday, August 19, 2021

Department: Legal

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Ordinance Amending Article 2.02 Boards Commissions and Authorities 8.5.21 C

ORDINANCE NO. O-2021-047

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2.02, DIVISION 1, SECTION 2.02.003 OF THE CITY OF HUTTO'S CODE OF ORDINANCES TO MODIFY THE APPOINTMENT PROCEDURES AND PROVIDE FOR RESIGNATION PROCEDURES FOR MEMBERS OF CITY BOARDS AND COMMISSIONS, ESTABLISH THE DATE A VACANCY IS CREATED IN THE EVENT OF A RESIGNATION; AND PROVIDING FOR EFFECTIVE DATE, PUBLICATION, SEVERABILITY, REPEAL, OPEN MEETINGS CLAUSE, AND ENACTMENT.

WHEREAS, the City Council of the City of Hutto desires to modify the appointment procedures and provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation for City boards and commissions; and

WHEREAS, the City Council finds it necessary to modify City ordinances in order to accomplish these purposes.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

That Chapter 2, Article 2.02, Division 1, Section 2.02.003 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in *Attachment "A".*

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and **APPROVED** on the first reading this the **5th** day of **August 2021.**

READ, PASSED, and **ADOPTED** on the second reading of this **19th** day of **August, 2021** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

By:_____
Holly Nagy, City Secretary

(SEAL)

Attachment "A"

ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES

Division 1. Generally

Sec. 2.02.003 Appointments; vacancies; *resignations*

(a) *After receiving the recommendation of the nominating committee,* [~~T~~]*t*he city council shall make annual appointments to the boards[~~,~~] *and* commissions ~~[and corporation boards]~~ as terms expire of each year. If vacancies occur other than by expiration of a term, the *nominating committee shall recommend, and the* city council shall appoint a member to fill the remainder of the vacated term. When a vacancy occurs, *the nominating committee* [~~the councilmember occupying a city council place corresponding to the place number for a board, commission or corporation board~~] shall review applications for appointment, *interview candidates,* and recommend an individual for city council approval not later than the date of the second regular city council meeting after the vacancy occurs*, or as soon thereafter as practicable*. [~~If a councilmember does not recommend an individual for city council approval as provided for in this subsection or if the office is vacant at the time the vacancy occurs, any councilmember may recommend an individual for city council approval.~~] Each member currently occupying a board~~[,]~~ *or* commission ~~[or corporation board]~~ position shall be assigned a place number pursuant to the chart attached as exhibit A to Ordinance O-18-07-05-8B. For boards and commission where the number of members is increased pursuant to this section the new positions shall be assigned a place number. Terms of board and commission members and corporation directors shall be altered and established pursuant to the notation on the attached exhibit A to Ordinance O-18-07-05-8B. Certain terms expiring in 2019 are reduced and will expire June 30, 2019. *The nominating committee shall consist of three (3) city council members each serving a one-year term, and the chair of the board or commission whose vacancy is being considered. In odd-numbered years, the council members for Place 1, Place 3, and Place 5 shall serve on the nominating committee. In even-numbered years, the council members for Place 2, Place 4, and Place 6 shall serve on the nominating committee. If multiple vacancies occur, each chair of the board or commission may deliberate and vote only on the nomination to the board or commission of which they are a member.*

(b) The chair and vice-chair for each city board, commission, or corporation shall be elected from the membership of the board or commission by an affirmative majority vote of the members. The city council will appoint the chair and/or vice-chair if:

(1) The board or commission cannot agree by majority vote amongst themselves by the end of the 2nd regularly scheduled meeting of the board or commission; or

(2) The chair or vice-chair is removed from the board or commission and a successor is not appointed at the next regularly scheduled meeting of the board of commission.

(c) Terms for each board or commission shall consist of staggered terms.

(d) Resignations. A member of a board or commission may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the City Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-136 authorizing the City Manager to enter into an Emergency Shelter Agreement with the YMCA.
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021- Hutto Resolution Approving Shelter and Care Agreement

RESOLUTION NO. R-2021-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A SHELTER AND CARE AGREEMENT BETWEEN CITY OF HUTTO AND YMCA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Shelter and Care Agreement between the City of Hutto and YMCA, and authorize the City Manager to execute the Agreement (the "Agreement") attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Shelter and Care Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 19th day of August, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-135 authorizing the City Manager to execute the Standard Master Agreement between the City of Hutto and Garver, LLC for Continuing Professional Services. (City Attorney - C. Rosas-Grillet)

Meeting: Thursday, August 19, 2021

Department: Legal

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021- Hutto Resolution Approving Garver Agreement
2. 01. MSA 2021 Garver_Proposed 8.11.21

RESOLUTION NO. R-2021-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE STANDARD MASTER AGREEMENT BETWEEN CITY OF HUTTO AND GARVER, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Standard Master Agreement between the City of Hutto and Garver, LLC, and authorize the City Manager to execute the Agreement (the "Agreement") attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Standard Master Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 19th day of August, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

STANDARD MASTER AGREEMENT BETWEEN CITY OF HUTTO AND Garver, LLC

FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT is made this_____day of_____, 2021 by and between The City of Hutto. Texas ("the City") and Garver, LLC ("the Consultant").

RECITALS

The City and Garver, LLC desire to set forth the general terms and conditions whereby Garver, LLC, ~~or~~ an ~~affiliated~~ Arkansas limited liability company, will be engaged to provide professionalconsulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed IndividualProject Order ("IPO"). If the IPO is executed by an affiliated company of Garver, LLC, the IPO shall incorporate the terms and conditions of this Agreement as if signed by theaffiliated company. As used herein, "Consultant" shall refer to Garver, LLC or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services.

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However,if requested by the City and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. The City retains the right to make changes to the Scope of Services at any time by a written order. Work that is clearly not within the general description of the Scope of Services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Consultant. If the Consultant is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Services governing the Project and therefore constitutes additional work, the Consultant shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Consultant shall execute a

supplemental agreement for the additional work and the City shall compensate the Consultant for the additional work on the basis of the rates contained in the Scope of Services. If the changes deduct from the extent of the Scope of Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Consultant not previously approved as additional work shall be at risk of the Consultant. Unless otherwise agreedto in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-time cost. It is expressly understood and agreed by Consultant that additional compensation may require Hutto City Council approval and is subject to the current budget year limitation.

(2)City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

(a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.

(b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)

(i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

(ii) appropriate professional interpretations of all of the foregoing;

(iii) environmental assessment and impact statements;

(iv) property, boundary, easement, right-of-way, topographic and utility surveys;

(v) property descriptions;

(vi) zoning, deed and other land use restrictions; and

(vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter

upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended, and compensation increased, as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of

compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and Garver, LLC project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the

invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant~~, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom~~. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the City, and

use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its ~~best~~ reasonable judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the

Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars ($1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within ~~twenty-four (24) hours~~five (5) business days of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

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

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

(e) Each policy shall require that thirty (30) days prior to the expiration, cancellation, or non-renewal ~~or reduction in limits~~ by endorsement a notice thereofshall be given to City by ~~certified~~ email to:

Warren Hutmacher, City Manager
City of Hutto
500 West Live Oak Street
Hutto, TX 78634
Warren.Hutmacher@HuttoTX.gov

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634
[insert email address]

Consultant shall provide thirty (30) days' notice of reduction in limits to the same address.

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

(g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar

Commented [WKS1]: Because of our size and number of clients, our carriers will not provide this notice directly to each of our clients. They will provide it to us and we will in turn provide the same to our clients.

Commented [WKS2]: For the same reasons, our carriers will not provide notice by certified mail. However, we can provide notice by certified mail if requested.

services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

(11) Limitation of Liability.

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CITY AND THECONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CITY AGREES, TO THE FULLEST EXTENT OF THE LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANT'S SUBCONSULTANTS, AND ANY OF THEM, TO THE CITY OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CITY, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THE CONSULTANT'S SUBCONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO IN QUESTION OR $50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. UNDER NO CIRCUMSTANCES SHALL THE CONSULTANT BE LIABLE FOR EXTRA COSTS OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS, OR FOR COSTS RELATED TO THE FAILURE OF CONTRACTORS OR MATERIALMENTO PERFORM WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THIS SECTION 11 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CITY OR THOSE CLAIMING BY OR THROUGH THE CITY, AND NOTHING IN THIS SECTION 11

Commented [WKS3]: We request to put Sections 11 & 12 in all capitalized letters to comply with Texas' Fair Notice Act. Apologies, it would not show the change in redline.

SHALL REQUIRE THE CITY TO INDEMNIFY THE CONSULTANT.

(12) Mutual Waiver of Consequential Damages.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR LOST PROFITS REGARDLESS OF WHETHER SUCH LOSSES, DAMAGES OR LIABILITY ARISES FROM BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs. ~~Each party irrevocably waives, to the fullest extent permitted by applicable laws, any and all right to trial by jury.~~

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and

reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety program-s, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material. Confidential information shall not include and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the services.

(19) Notices

All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

If to the City:

Warren Hutmacher, City Manager
Bojorquez Law Firm, City Attorney
City of Hutto
500 West Live Oak Street
Hutto, TX 78634

If to the Consultant:

_____
_____
_____

or to such other address as either Party may notify the other in writing, and will be deemed properly delivered (a) immediately upon being served personally, (b) three (3) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

(20) **INDEMNIFICATION. CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS PAST, PRSENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY CONSULTANT OR ITS SUBCONTRACTOR OR OTHER AGENT. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY, HOLD HARMLESS, OR DEFEND**

CONSULTANT.

(21) Force Majeure**.** Any claim or defense related to this Agreement based on force majeure is limited as follows: "Force Majeure" and "Force Majeure Event" mean acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, or any other civil or military authority other than City (including, without limitation, any officer, employee, other agent of City, or any office, or department of City), insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a Party not receiving a governmental permit, license, approval or inspection from an authority other than City (including, without limitation, any officer, employee, other agent of City, or any office, or department of City) in time to meet a contractual time period imposed hereunder, provided that Party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, and explosions. No Party can assert force majeure based on an event or condition caused by that Party. A Party's financial inability to perform is not a Force Majeure Event unless the inability is caused by a Force Majeure Event. Any state or federal regulatory, statutory or constitutional prohibition or limit on City's ability to use eminent domain to assist Developer is not an event of force majeure under this Agreement.

~~(19)~~(22) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Williamson County, Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement

between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Interested Parties. Contractor acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Contractor confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 for the City and electronically file such forms with the Texas Ethics Commission ("TEC"); and 2) submit a signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the time the Contractor executes and submits this Agreement to the City. Form 1295 is available at the TEC's website:https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon Contractor's compliance with such requirements.

Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Chapter 2270, Texas Government Code. In accordance with Chapter 2270, Texas Government Code, Contractor hereby represents and warrants that Contractor does not boycott Israel and will not boycott Israel during the term of the Agreement.

Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, Professional warrants, represents, and agrees that Professional is not identified on a list prepared and

maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ACCEPTED:

CITY OF HUTTO, TEXAS	Garver, LLC
BY:_____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-136 approving a Second Amended and Restated Development Agreement between the City of Hutto and MA Durango, LLC for a property being approximately 105 acres, also known as Durango Farms. (D. Palumbo)*Pending documents*

Meeting: Thursday, August 19, 2021

Department: Legal

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-131 authorizing the City of Hutto's execution and entering into the Durango Farms Public Improvement District Financing and Reimbursement Agreement; ordering other matters in connection with the foregoing and providing an effective date.

Meeting: Thursday, August 19, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-131 Hutto Resolution Approving Durango Financing and Reimbursement
2. REDLINE.Durango Farms.Financing Agreement.v4.1
3. CLEAN.Durango Farms.Financing Agreement.v4.1

RESOLUTION NO. R-2021-131

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT BETWEEN MA DURANGO FARMS, LLC AND THE CITY OF HUTTO, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the City of Hutto and MA Durango Farms, LLC, and authorize the City Manager to execute the Agreement (the "Agreement") attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Durango Farms Public Improvement District Financing and Reimbursement Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 19th day of August, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

DRAFT – ~~8.4.21~~8.12.21

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

MA DURANGO FARMS, LLC, a Texas limited liability company

AND

THE CITY OF HUTTO, TEXAS

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

This **DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT** (this "**Agreement**"), dated as of __, 2021, (the "**Effective Date**"), is entered into between **MA Durango Farms, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the "**Owner**"), and the **CITY OF HUTTO, TEXAS** (the "**City**"), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties,**" or, each individually, as the "**Party.**" The Owner's and City's entry into this Agreement is being consented to by Vantage at Hutto, LLC, ("**Vantage**") and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Meritage**") (Vantage and Meritage collectively the "**Consenting Parties**"). ~~[WILL THERE BE ANY OTHER CONSENTING OWNERS AT THE TIME OF BOND CLOSING?]~~

Recitals:

WHEREAS, Owner and the Consenting Parties own a total of approximately 105.6 acres of land, with Vantage owning approximately 16.9 acres, Meritage owning approximately ___ acres, and Owner owning approximately ___ acres; more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**");

WHEREAS, the City Council of the City (the "**City Council**") approved the Amended and Restated Development Agreement, effective January 7, 2021, which provides for the terms and conditions of development standards for the Property (as may be amended from time to time, the "**Development Agreement**");

WHEREAS, it is intended that the Property will be developed as a Mixed Use development to be known as "**Durango Farms**" (the "**Project**") as further described in the Concept Plan which is attached hereto as Exhibit "C" hereto and made a part hereof;

WHEREAS, the City Council also approved a Planned Unit Development by zoning the Property pursuant to Ordinance No. 0-19-10-17-10C (the "**PUD**"), as the same may be amended from time to time;

WHEREAS, the City Council authorized the formation of the Durango Farms Public Improvement District pursuant to Resolution No. R-2020-068 on August 6, 2020 (the "**District**") in accordance with the PID Act;

WHEREAS, the Owner of the Property desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit "D" and Exhibit "D-1" attached hereto and made a part hereof (the "**Authorized Improvements**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the District.

WHEREAS, $3.20 is the aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, and $15,000,000 is the maximum par amount of PID Bonds that will be financed to fund or reimburse eligible improvements to the Owner; and

WHEREAS, contemporaneously herewith the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with the City's PID Policy and this Agreement and the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of the Service and Assessment Plan (or amendment thereto) for the District; (ii) the adoption of an Assessment Ordinance for the District and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for the purpose of financing the costs of the Authorized Improvements and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of a series of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) the City shall have considered, reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein.

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds of an issuance of PID Bonds or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement.

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments, thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I.
RECITALS AND DEFINED TERMS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes. Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II.
CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements.

The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with the Service and Assessment Plan and the PID Act. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of the Service and Assessment Plan adopted and approved by the City. The currently anticipated Authorized Improvements are identified in Exhibit "D" hereto. The Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in Exhibit "D" are subject to change, and that the Service and Assessment Plan will provide information on the Authorized Improvements for the District and will control when in conflict with Exhibit "D". The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in Article II hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the Cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements.

(a) To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer or the City Construction Representative, of any plans, designs or specifications submitted by Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an

assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's Project Engineer, or such engineer's officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City's approval on only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, entryway monumentation and street lights and signs in accordance with all Applicable Regulations. The City's inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project if Owner is in default under this Agreement and the Development Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

(c) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City the Authorized Improvements, or Segments thereof, identified on Exhibit "D" of this Agreement (as the same may be adjusted pursuant to the Service and Assessment Plan) upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement, the Development Agreement and all Applicable Regulations.

(d) From and after the inspection and acceptance by the City of the Authorized Improvements, or Segments thereof, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

Section 2.03. Designation of Construction Manager, Project Engineers.

(a) The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City's review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City shall provide written notice to the Owner of such non-performance (the "**Non-performance**"). The Owner shall have thirty (30) calendar days (or such longer period of time as agreed upon in writing by the Parties) to correct the Non-performance from the date of the

City's written notification. If the Non-performance is not cured, the City may either allow the Owner additional time to cure the Non-performance based on adequate assurance in writing by the Owner that the Construction Manager will perform or if required by the City, adequate funds shall be held in escrow or be deposited into a segregated account of the Project Fund as identified in the Trust Indenture, or the City may replace the Construction Manager any time after the cure period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor.

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

(i) provide a copy of the executed contract to the City Construction Representative, and

(ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

(a) Prior to the sale of any platted single-family lots within the District, the Owner shall create an Owners Association for the Property (but may exclude from the Owner's Association jurisdiction lots platted for the purpose of multi-family residential or commercial use), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section. ~~[VERIFY HOA HAS BEEN FORMED]~~

(b) Owner agrees to execute and record against the Property a deed restriction requiring compliance with all building material restrictions outlined in the Development Agreement.

(c) The Owners Association will have a binding, continuing responsibility for the implementation and enforcement of the Association Regulations. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the single-family lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments ~~[ARE THERE ANY ASSESSMENTS~~

~~ON HOA PROPERTY?]~~ (if any), and (ii) to provide funds required for the management and operation of the Owners Association.

(d) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of $100,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions.

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

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

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

Section 2.10. Regulatory Requirements.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and Recognized and Generally Accepted Good Engineering Practices, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be

paid by or through Special Assessments levied on Property that will benefit from the improvements. The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements in the Phase 1 Subdivision and provide copies of the bids to the City, however the City acknowledges and agrees that the Owner may choose, in their reasonable discretion, to use one of the selected independent, competent contractors for the Phase 1 Subdivision for construction of the Authorized Improvements in the Future Phase 2 Subdivision without soliciting any additional bids, so long as cost estimate for the Authorized Improvements in the Future Phase 2 Subdivision are reasonable and comparable to the costs of the Authorized Improvements in the Phase 1 Subdivision. ~~[MA TO VERIFY]~~

Section 2.11. Insurance. ~~[MA TO VERIFY]~~

(a) All contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of $1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of $1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of $1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of $1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Projects by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of $1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of $1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide "occurrence" coverage without a sunset clause.

b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) ~~(b)~~ The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) ~~(c)~~ The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all Insurance Policy Documents and certificates of insurance to the City providing

evidence of insurance coverage required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. Copies of all Insurance Policy Documents will be promptly delivered to the City at the time the policies are issued, including copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contactors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) ~~(d)~~ All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) ~~(e)~~ The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.12. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III.
APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments.

The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. The Owner may request the City provide the Owner with a copy of any Service and Assessment Plan update prior to consideration by the City Council for so long as the Owner owns any Assessed Property in the District. The Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue one series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land. ~~[ADD LANGUAGE REQUIRING ANNUAL SAP UPDATES TO BE PROVIDED TO OWNER PRIOR TO PUBLIC HEARING]~~

Concurrently with the levy of the Special Assessments, the Owner, the Consenting Parties, and any other owners of land within the District and the City shall execute a "**Landowner Agreement**" (herein so called) in which the Owner, Consenting Parties, and other owners, if applicable, (the "**Landowners**") shall (i) approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments and (ii) the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowners' intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments.

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in the Service and Assessment Plan (during the term of this Agreement) in the manner and to the maximum extent permitted by applicable law. The City will deposit or cause to be deposited the collected Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture, as further described in Section 4.02 below.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.
PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Contemporaneously with the execution of this Agreement, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements for the District and the Special Assessments and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the terms hereof, the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

(f) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions

within the District shall be $3.20. Notwithstanding the foregoing, Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than $3.20 and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, the City will, concurrently herewith, consider the adoption of a resolution consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue.

(b) The proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in Exhibit "F-2". At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit "F-1" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Fund in accordance with the procedures set forth in Section 4.02.

(c) Any Authorized Improvements that have not been (i) reimbursed at the Closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative's comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "F-2" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bond and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner and within 30 business days after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days accept those completed Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.02, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement. ~~[DISCUSS – CERTIFICATE OF PAYMENT NEEDS TO BE SENT TO TRUSTEE 30 DAYS AFTER RECEIPT]~~

Section 4.03. Assignment of Right to Payment of Unreimbursed Costs.

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"); provided, however, that no such

conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V.
PID BONDS

Section 5.01. PID Bond Issuance.

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. Contemporaneously herewith, the Owner has requested issuance of PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) [INTENTIONALLY OMITTED].

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of the Service and Assessment Plan and the Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and the disclosures of the Owner and the Consenting Parties, and the City will not be responsible or liable for Owner or Consenting Parties disclosure but the City's disclosures professional will be used for all disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed $15,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the Authorized Improvements increase the value of the property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in material default under this Agreement or, with respect to the Property, in default of any material terms in any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of a series of PID Bonds, the maturity for a series of PID Bonds shall be 35 years.

(r) The final maturity for any PID Bonds shall be not later than 45 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bond are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee

or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds). [~~DISCUSS NRF QUESTIONS~~SUBJECT TO CITY TEAM FEEDBACK]

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide and cause the Consenting Parties to provide periodic information and notices of material events regarding such entities and such entities' development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner or the Consenting Parties in connection with the issuance of PID Bonds.

(w) The Owner provides the necessary information to satisfy the City's Director of Public Works or his designee that the Actual Costs are reasonable.

(x) The Owner and the Consenting Parties are not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(y) For the issuance of a series of bonds for the purpose of refunding any PID Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(z) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be $3.20 per $100.00 taxable assessed valuation. Notwithstanding the foregoing, Owner may voluntarily elect to have the initial Tax Equivalent Assessment Rate of Special Assessments be less than $3.20 and this shall not require approval by City Council.

(aa) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

~~(bb) If the value to lien ratio is less than 3:1 for PID Bonds, the amount of funds below the 3:1 value-to-lien ratio shall be "restricted" from access by the Owner until such a time as the value of the Property reaches the 3:1 ratio. It is agreed by the Parties that, with respect to the Single Family Parcels, the City shall not restrict funds below the 3:1 value-to-lien ratio. It is further agreed by the Parties that, with respect to the Vantage Parcel, the City shall not restrict funds below the 3:1 value-to-lien ratio. [IS THIS HOLDBACK REQUIREMENT APPLICABLE/NECESSARY GIVEN (cc) BELOW?]~~

(bb) ~~(cc)~~ If, at the time of PID Bond issuance, the Commercial Parcel and/or the Multifamily Parcel has not been sold to a third party, and the ~~building permit~~[_____] [OPEN ISSUE] has not been issued for development on the Commercial Parcel or the Multifamily Parcel;

or, (2) the value to lien ratio, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, is less than 3:1 on the Commercial Parcel or the Multifamily Parcel the funds from the PID Bond proceeds [attributable to the Assessments for the respective Commercial Parcel and/or the Multifamily Parcel~~ – DPFG – IS THIS THE RIGHT WAY TO DETERMINE THE AMOUNT OF THE HOLDBACK?]~~, as applicable, shall be restricted until such time as that parcel is sold to a third party and (1) a building permit has been issued for development on either the respective Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio is more than 3:1, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on the respective Commercial Parcel or the Multifamily Parcel, at which point the funds attributable to such parcel shall be released and the funds attributable to the remaining parcels described in this subsection will continue to be restricted until the conditions herein are satisfied. If a portion of the Commercial Parcel and/or the Multifamily Parcel is sold to a third party and (1) a building permit has been issued for development on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable; or, (2) the value to lien ratio is more than 3:1, an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable, funds will be released on a pro-rata basis calculated on the basis of the Estimated Buildout Value, as defined in the SAP, of the purchased portion of such Commercial Parcel and/or the Multifamily Parcel.

(cc) ~~(dd)~~ Notwithstanding ~~subsections~~subsection (bb) ~~and (cc)~~ above, until the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City, PID Bond funds equivalent to the Future Phase 2 Subdivision Special Assessments (less Annual Collection Costs as defined in the Service and Assessment Plan)~~ [DPFG – IS THIS THE RIGHT WAY TO DETERMINE THE AMOUNT OF THE HOLDBACK?]~~ shall be "restricted" from access by the Owner until such time as the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City. For the purposes of this Agreement, "acceptance" by the City means the recording of a final approved plat for the Future Phase 2 Subdivision. [OPEN ISSUE]

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) (a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs ("**Additional Costs**") the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("**QTEO**"), as defined in section 265(b)(3) of the Internal Revenue Code ("IRC") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; provided, however that if the City fails to use diligent, good faith efforts to issue PID Bonds as required by Article V and that failure causes PID Bonds to be issued in a different calendar year or not be issued at all, the City shall refund to Owner all Additional Costs paid by Owner as a result of such failure. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process however such projection is not a binding amount under this agreement but merely an expression of the City's then expected amount of Obligations to be issued during the next calendar year. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately forty five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Costs on or before the earlier of: (i) twenty (20) business days after the date of said invoice, or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City's issuance of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within ten (10) business days of the date of the City's notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately forty five (45) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the County. The Owner shall pay such Estimated Costs to the City at least fifteen (15) days prior to the pricing the City Obligations. If the Owner has not paid the Estimated Costs to the City by the required time, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

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

Section 5.04. Tax Certificate.

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.03. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT UNLESS SUCH ACT OR OMISSION IS IN VIOLATION OF STATE OR FEDERAL LAW AND IS DONE RECKLESSLY OR INTENTIONALLY.

ARTICLE VI.
ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement.

[INTENTIONALLY OMITTED]

Section 6.02. Home Buyer Disclosure.

Owner shall comply with, and cause Meritage to comply with, the Home Buyer Disclosure Program attached hereto as Exhibit "H" and made a part hereof.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

(a) The City represents and warrants that the City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has the full legal right, power and authority under the PID Act, its charter, and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an

Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City represents and warrants that this Agreement is a valid and enforceable obligation of the City in accordance with its terms.

(c) The City represents and warrants that it will not unreasonably withhold, condition, or delay payment for any Authorized Improvement that has been constructed and dedicated to the City in accordance with this Agreement.

(d) The City represents and warrants that the City Council has reviewed this Agreement, been advised by legal counsel, and has properly authorized its City Manager to execute this Agreement.

(e) The City agrees to provide the information required by its underwriter to facilitate the completion of bond offering documents to effectuate the sale of the PID Bonds.

Section 7.02. Representations and Warranties of Owner.

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized

Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of Owner in connection with the issuance of PID Bonds and to cause the Consenting Parties to provide the information required pursuant to disclosure agreements executed by the Consenting Parties in connection with the issuance of PID Bonds.

(h) The Owner represents and warrants that no portion of the Property is designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code.

ARTICLE VIII.
DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the

payment of a monetary sum) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, governmental action or refusal to act, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("**Force Majeure**"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such "force majeure" event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner.

THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER, (INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS) OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER 'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim

involves the Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) The Owner or the Owner's contractor shall obtain performance and payment bonds as required by Chapter 2253, Public Work Performance and Payment Bonds, of the Texas Government Code. After inspection and prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX.
GENERAL PROVISIONS

Section 9.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, Texas 78634

With a copy to: Bojorquez Law Firm, PC
Attn: Dottie Palumbo, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Facsimile: (512) 250-0749

If to Owner: MA Durango Farms, LLC
Attn: Wyatt Henderson
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

Section 9.02. Fee Arrangement/Administration..

(a) In addition to any costs paid by the Owner pursuant to that certain Professional Services Agreement dated February 19, 2020, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "G" hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 9.03. Assignment.

(a) Notwithstanding subsection 4.03 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all or a portion of the Property in accordance with Section 9.03 but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City to (i) affiliates of the Owner or (ii) any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the Designated Successor or Assign and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or

assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall continue until the Maturity Date; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a Special Assessment is not levied by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender do not exclude any other gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval, " "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 9.08. Applicable Law and Venue.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement.

This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor.

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements.

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Boycotts and Foreign Business Engagements.

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(c) Firearm Entity/Trade Association and Energy Company Boycotts. Section 2274.002 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19", and by Senate Bill 13, 87th Texas Legislature, Regulation Session (SB 13"), as amended, is inapplicable because Owner is a company with less than 10 full-time employees.

Section 9.20. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Section 9.21. No Personal liability of Public Officials or the City.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

Section 9.22. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A"	-	Definitions
Exhibit "B"	-	Property Description for Development
Exhibit “B-2”	-	Commercial Parcel
Exhibit “B-3”	-	Multifamily Parcel
Exhibit "C"	-	Concept Plan
Exhibit "D"	-	Authorized Improvements
Exhibit “E”	-	*-Intentionally Deleted-*
Exhibit "F-1"	-	Form of Closing Disbursement Request (Closing Disbursement)
Exhibit "F-2"	-	Form of Certification for Payment
Exhibit "G"	-	Budget
Exhibit "H"	-	Home Buyer Disclosure Program
Exhibit "H-1"	-	Notice of Obligation Pay Public Improvement District Assessments to the City of Hutto, Texas

[Signature Pages to Follow]

CITY:

THE CITY OF HUTTO, TEXAS

By: _____
Name:_____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, the _____ of the City of Hutto, Texas, on behalf of said City..

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

OWNER:

MA Durango Farms LLC,
a Texas limited liability company

By:_____
Name: Wyatt Henderson
Title: Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

It is hereby acknowledged that the Consenting Parties are executing this Agreement solely due to the fact that they are an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Agreement, Consenting Parties have no rights, duties, or obligations to the City, the Owner, or otherwise in connection with this Agreement.

Meritage Homes of Texas, LLC

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Vantage at Hutto, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"**Actual Cost(s)**" means the Owner's demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"**Additional Actual Costs**" means any additional Actual Costs the City incurs issuing the PID Bonds.

"**Additional Named Insured**" means a person, organization, or governmental entity identified as an insured party in the policy declarations or an addendum to the policy decorations for a certificate of insurance.

"**Agreement**" has the meaning given in the recitals to this Agreement.

"**Annual Installments**" shall mean the annual installment payment on a Special Assessment as calculated pursuant to the Service and Assessment Plan and approved by the City Council.

"**Applicable Regulations**" means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement, the Development Agreement and/or the PUD; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

"**Assessed Property**" or "**Assessed Properties**" means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to the Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

"**Assessment Ordinance**" means the ordinance adopted by the City Council approving the Service and Assessment Plan and levying Special Assessments, as described in Article III of this Agreement.

"**Association Regulations**" has the meaning as set forth in Section 2.05.

"**Attorney General**" means the Texas Attorney General's Office.

"**Authorized Improvements**" means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit "D" hereto.

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

"**Certification for Payment**" shall mean that certain certification substantially in the form attached hereto as Exhibit "F-2" hereto.

"**City**" has the meaning given in the recitals to this Agreement.

"**City Construction Representative**" means the employee or designee of the City carrying out the duties as described in this Agreement.

"**City Council**" means the duly elected governing body and council of the City.

"**City Code**" means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals, as modified by the Development Agreement.

"**City Engineer**" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

"**City Manager**" means the city manager of the City.

"**Closing Disbursement Request**" shall mean that certain request substantially in the form attached hereto as Exhibit "F-1".

"Commercial Parcel" shall mean the approximately ___ acre parcel shown on Exhibit "B-2" attached hereto.

"**Completed Authorized Improvements**" means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"**Concept Plan**" means the concept plan attached hereto as Exhibit "C".

"**Consenting Parties**" has the meaning given in the recitals of this Agreement.

"**Construction Manager**" means initially the Owner, and thereafter subject to change in accordance with Section 2.04 of this Agreement.

"**County**" means Williamson County, Texas.

"**Delinquent Collection Actual Costs**" means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas law.

"**Designated Successors and Assigns**" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 9.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"**Development Agreement**" has the meaning given in the recitals to this Agreement.

"**Disclosure Agreement of Owner**" means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

"**District**" has the meaning given in the recitals to this Agreement.

"**End User**" means any tenant, user, or owner of a fully developed and improved lot.

"**Effective Date**" has the meaning given in the recitals to this Agreement.

"**Financial Advisor**" means Hilltop Securities, Inc.

"**Force Majeure**" has the meaning as set forth in Section 8.01(d).

"**Foreclosure Proceeds**" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

"**Future Phase 2 Subdivision**" means the portion of the Property that is not a part of the ~~Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.~~Phase 1 Subdivision.

"**Good Engineering Practices**" means the basis for engineering, operation, or maintenance activities and are themselves based on established codes, standards, published technical reports or recommended practices or similar documents.

"**Home Buyer Disclosure Program**" means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit "H" or another form agreed to by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"**Indenture**" or "**Trust Indenture**" means the Indenture of Trust entered into in connection with the issuance of the PID Bonds, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

"**Insurance Policy Documents**" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

"**Issue Date**" means the date of the initial delivery of the PID Bonds.

"**Landowner Agreement**" has the meaning given in Section 3.02 of this Agreement.

"**Landowners**" has the meaning given in Section 3.02 of this Agreement.

"**Maturity Date**" means the date one year after the last Annual Installment is collected.

"Multifamily Parcel" shall mean the approximately 5 acre parcel shown on Exhibit "B-3" attached hereto.

"**Non-Benefitted Property**" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

"**Owner**" has the meaning given in the recitals to this Agreement.

"**Owners Association**" means a homeowners association or property owners association.

"**Owner Expended Funds"** means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

"**Parcel**" means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

"**Party**" means the Owner or the City, as parties to this Agreement, and "**Parties**" means collectively, the Owner and the City.

"**Phase 1 Subdivision**" means the portion of the Property that is part of the Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.

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

"**PID Administrator**" means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

"**PID Bond Ordinance**" means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

"**PID Bonds**" means those certain City of Hutto Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District) that are secured by Special Assessments levied on the District.

"**PID Bond Proceeds**" means the par amount of the PID Bonds.

"**Prepayment**" means the payment of all or a portion of a Special Assessment before the due date thereof.

"**Project**" has the meaning given in the recitals to this Agreement.

"**Project Engineer**" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Randall Jones & Associates Engineering, Inc.

"**Project Fund**" means the separate and unique fund established by the City under such name pursuant to the Indenture.

"**Property**" has the meaning given in the recitals to this Agreement.

"**PUD**" has the meaning given in the recitals to this Agreement.

"**Redemption Agreement**" shall have the meaning given in Section 6.02 of this Agreement.

"**Segment**" or "**Segments**" means the discrete portions of the Authorized Improvements identified as such.

"**Service and Assessment Plan**" **or** "**SAP**" means the Durango Farms Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time), to be adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this

Agreement. The Parties hereby acknowledge that the Service and Assessment Plan may be amended, supplemented or updated from time to time.

"**Special Assessment**" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"**Special Assessment Revenues**" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

"**State**" means the State of Texas.

"**Tax Certificate**" has the meaning given in Section 5.03 of this Agreement.

"**Tax Code**" means the Texas Tax Code.

"**Tax Equivalent Assessment Rate**" means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on $100 of assessed valuation of the assessed parcel.

"**Third Party Claims**" or "**TPC**" has the meaning given in Section 8.02 of this Agreement.

"**Third-Party Contractor**" has the meaning given in Section 2.04 of this Agreement.

"**Transfer**" has the meaning given in Section 4.03 of this Agreement.

"**Transferee**" has the meaning given in Section 4.03 of this Agreement.

"**Trustee**" means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit "B"

PROPERTY DESCRIPTION FOR DEVELOPMENT

"EXHIBIT __"

DESCRIPTION OF 94.560 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 94.560 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954, Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

~~[See attached]~~

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, Hutto and Metcalfe Addition, a subdivision according to the plat of record in Book 66, Page 148, Deed Records of Williamson County, Texas, and as shown on the Revised Map of City of Hutto of record in Cabinet A, Slide 221, Plat Records of Williamson County, Texas, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found at the southeast corner of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 2, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 2, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 94.560 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

Exhibit "B-2"

COMMERCIAL PARCEL

~~[See attached]~~

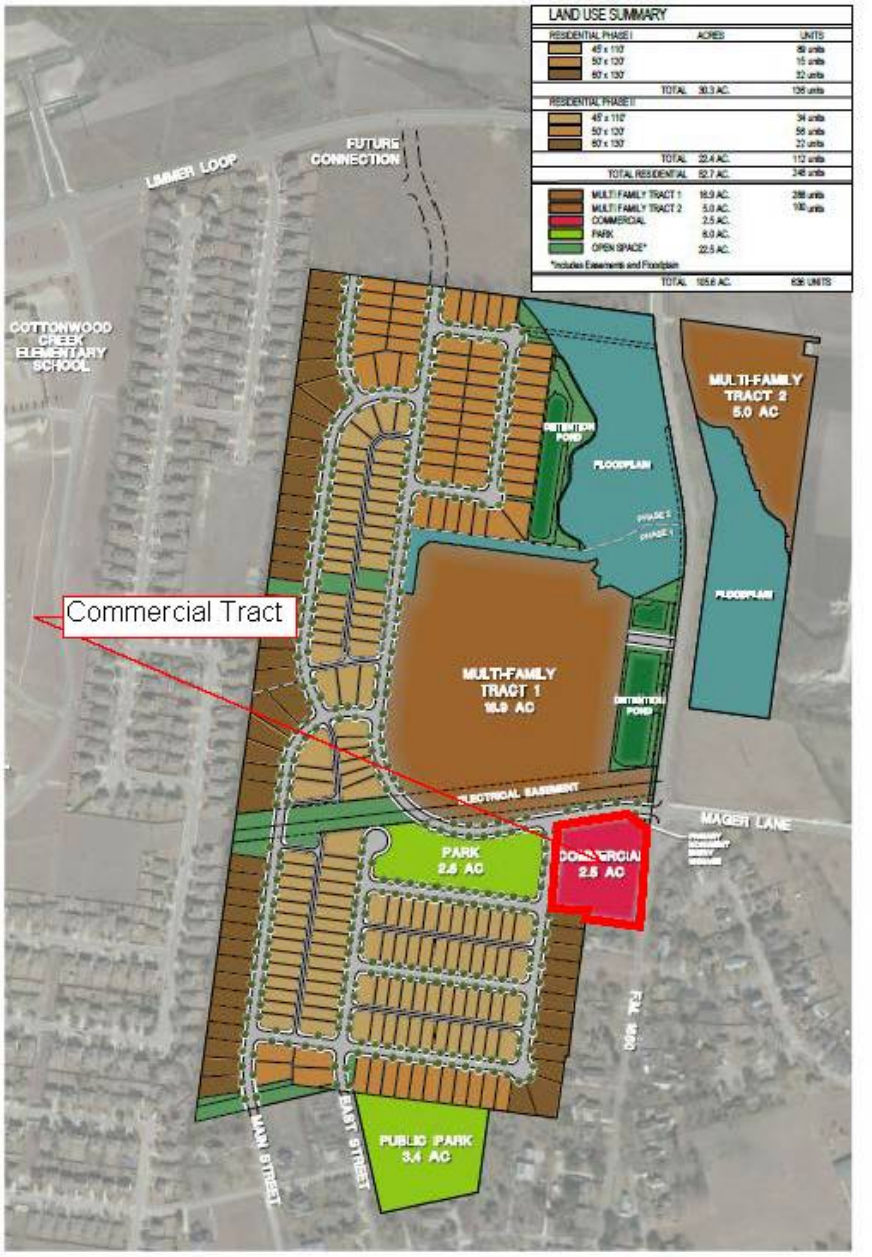

LAND USE SUMMARY
RESIDENTIAL PHASE I
ACRES
UNITS
45 x 110'
50 x 120'
60 x 130'
TOTAL 30.3 AC.
RESIDENTIAL PHASE II
45 x 110'
50 x 120'
60 x 130'
TOTAL 22.4 AC.
TOTAL RESIDENTIAL 52.7 AC.
MULTI FAMILY TRACT 1 16.9 AC. 288 units
MULTI FAMILY TRACT 2 5.0 AC. 100 units
COMMERCIAL 2.5 AC.
PARK 6.0 AC.
OPEN SPACE* 22.5 AC.
*Includes Easements and Floodplain
TOTAL 105.6 AC. 636 UNITS
LIMMER LOOP
FUTURE CONNECTION
COTTONWOOD CREEK ELEMENTARY SCHOOL
MULTI-FAMILY TRACT 2 5.0 AC
FLOODPLAIN
PHASE 2
PHASE 1
FLOODPLAIN
Commercial Tract
MULTI-FAMILY TRACT 1 16.9 AC
ELECTRICAL EASEMENT
MAGER LANE
PARK 2.5 AC
COMMERCIAL 2.5 AC
FM 930
MAIN STREET
EAST STREET
PUBLIC PARK 3.4 AC
North
Scale: 1" = 300'
Date: June 17, 2021
SEC Planning, LLC
LOTTING PLAN K
DURANGO FARMS
HUTTO, TEXAS

Exhibit "B-3"

MULTIFAMILY PARCEL

~~[See attached]~~

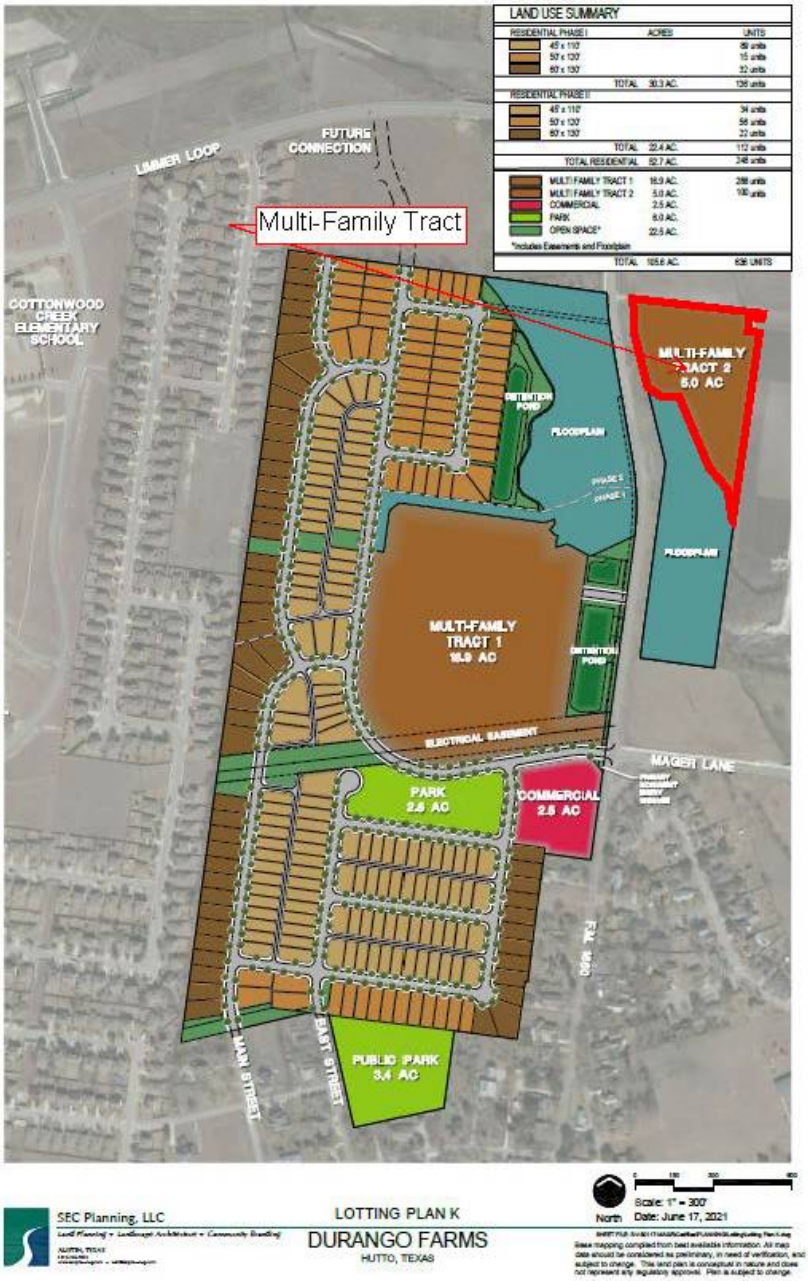
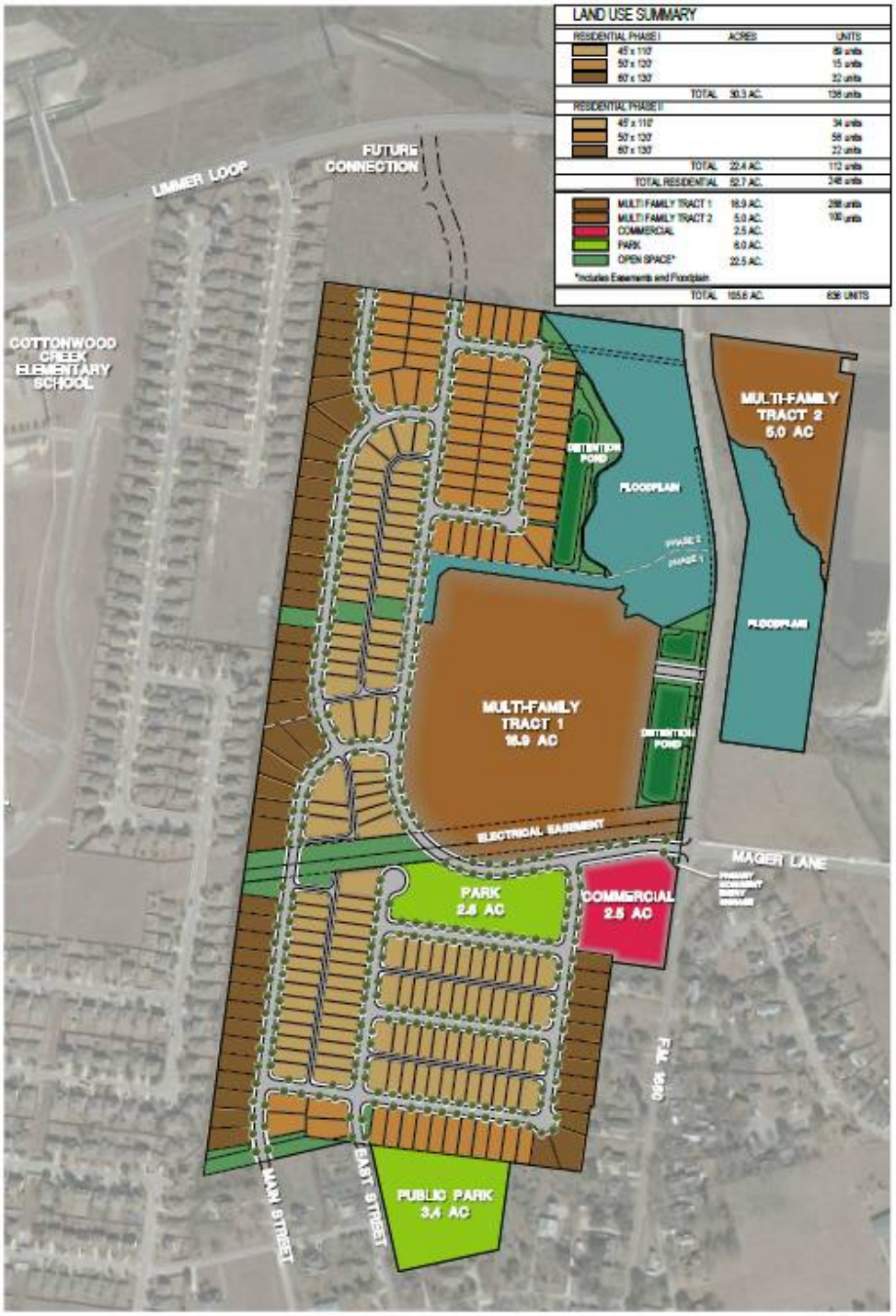


Exhibit "C"

CONCEPT PLAN



~~[See attached]~~

Exhibit "D"

AUTHORIZED IMPROVEMENTS

•**Note**: At the time of execution of this Agreement, the only Authorized Improvements (and estimated costs) that can be determined with certainty are the Authorized Improvements which are listed below:

- *Streets*
  Improvements include subgrade stabilization (including excavation and drainage), concrete 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 Project. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- *Water*
  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 transmission lines extending water service to the limits of the District and will be owned and operated by the City.
- *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 the limits of the District and will be owned and operated by the City.
- *Drainage*
  [TO BE ADDED]
- *Traffic Signal & Intersection Improvements*
  [TO BE ADDED]

Exhibit "E"

-INTENTIONALLY DELETED

Exhibit "F-1"

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Durango Farms)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MA Durango Farms, LLC (the "**Owner**") and requests payment to the Owner from the applicable account of the Project Fund from _____, (the "**Trustee**") in the amount of $_____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Durango Farms Public Improvement District (the "**District**"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Hutto, Texas (the "City") and the Trustee dated as of _____, 20__ (the "**Indenture**") relating to the "[INSERT NAME OF BONDS] (the "**PID Bonds**").

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

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

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

MA Durango Farms, LLC
a Texas limited liability company

By: _____
Name:_____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "F-2"

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Durango Farms)

CERTIFICATION FOR PAYMENT FORM NO._____

The undersigned _____ (the "**Construction Manager**") requests payment from [the applicable account of the Project Fund] from the City of Hutto (the "**City**") in the amount of $_____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Durango Farms Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

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

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.

2. The work described in Attachment A has been completed in the percentages stated therein.

3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.

5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.

6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or

its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][***Include bracketed language if final progress payment for such Authorized Improvement]***

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement*]**

(Signature pages follow)

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

MA Durango Farms, LLC,
a Texas limited liability company, as
CONSTRUCTION MANAGER

By: _____
Name:_____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

_____

By:
Name:_____
Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

Segment	Description of Work Completed under this Certification for Payment	Actual Costs

<u>ATTACHMENT B</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[***Include Attachment B bracketed if final progress payment for such Authorized Improvement***]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ___

INVOICE LEDGER

Invoice Ledger
Entity: MA Durango Farms, LLC
Project: Durango Farms Public Improvement District

Certification of Payment Form No. ____	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub-Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

<u>ATTACHMENT D</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "G"

BUDGET

City Attorney	$10,000 opinion fee per series of bonds
City's Financial Advisor	$25,000 plus 2.00% of par value of each series of bonds
Bond Counsel	2.50% of par value of each series of bonds, minimum of $50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

Exhibit "H"

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
LOT TYPE _____
HOMEBUYER DISCLOSURE

HOME BUYER DISCLOSURE PROGRAM

1. A ~~Builder[1] for an Assessed Property shall provide each residential homebuyer with the~~person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property the written notice titled "Notice of Obligation to Pay Public Improvement District Assessment to the City of Hutto, Texas", the form of which is attached hereto as Exhibit "H-~~1"~~1, as may be modified by Section 5.014 of the Texas Property Code.

2. A Builder [1]for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.

3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.

4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.

6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

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

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

Exhibit "H-1" to Financing Agreement

DURANGO FARMS PID – LOT TYPE [___]: HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
~~PUBLIC~~ IMPROVEMENT DISTRICT ~~ASSESSMENTS~~ASSESSMENT
TO THE CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY ~~AT:~~

~~_____~~

~~**STREET ADDRESS**~~

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

(INSERT PROPERTY ADDRESS)

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

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

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

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

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

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

~~IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.~~

~~**PURCHASER:**~~

~~By:~~	_____	~~By:~~	_____
~~Name:~~	_____	~~Name:~~	_____
~~Title:~~	_____	~~Title:~~	_____
~~Date:~~	_____	~~Date:~~	_____

~~STATE OF TEXAS~~	~~§~~
	~~§~~
~~WILLIAMSON COUNTY~~	~~§~~

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

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

_____

~~Notary Public, State of Texas~~

~~STATE OF TEXAS~~	~~§~~
	~~§~~
~~WILLIAMSON COUNTY~~	~~§~~

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

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

_____

~~Notary Public, State of Texas~~

~~PROJECTED ANNUAL INSTALLMENTS – LOT TYPE [___]~~

~~[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE FINALIZED]~~

Date: _____

Signature of Purchaser: _____

Document comparison by Workshare 9 on Thursday, August 12, 2021 12:02:36 PM

Input:	
Document 1 ID	file://G:\Client\MA Partners.SCM\Durango Downs (Farms)\PID\PID Financing Agreement\CLEAN.Durango Farms.Financing Agreement.v3.docx
Description	CLEAN.Durango Farms.Financing Agreement.v3
Document 2 ID	G:\Client\MA Partners.SCM\Durango Downs (Farms)\PID\PID Financing Agreement\CLEAN.Durango Farms.Financing Agreement.v4.council packet.docx
Description	G:\Client\MA Partners.SCM\Durango Downs (Farms)\PID\PID Financing Agreement\CLEAN.Durango Farms.Financing Agreement.v4.council packet.docx
Rendering set	Standard

Legend:	
Insertion	
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Style change	
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Statistics:	
	Count
Insertions	46
Deletions	91
Moved from	2
Moved to	2
Style change	0

Format changed	0
Total changes	141

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

MA DURANGO FARMS, LLC, a Texas limited liability company

AND

THE CITY OF HUTTO, TEXAS

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

This **DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT** (this "**Agreement**"), dated as of __, 2021, (the "**Effective Date**"), is entered into between **MA Durango Farms, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the "**Owner**"), and the **CITY OF HUTTO, TEXAS** (the "**City**"), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties,**" or, each individually, as the "**Party.**" The Owner's and City's entry into this Agreement is being consented to by Vantage at Hutto, LLC, ("**Vantage**") and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Meritage**") (Vantage and Meritage collectively the "**Consenting Parties**").

Recitals:

WHEREAS, Owner and the Consenting Parties own a total of approximately 105.6 acres of land, with Vantage owning approximately 16.9 acres, Meritage owning approximately ___ acres, and Owner owning approximately ___ acres; more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**");

WHEREAS, the City Council of the City (the "**City Council**") approved the Amended and Restated Development Agreement, effective January 7, 2021, which provides for the terms and conditions of development standards for the Property (as may be amended from time to time, the "**Development Agreement**");

WHEREAS, it is intended that the Property will be developed as a Mixed Use development to be known as "**Durango Farms**" (the "**Project**") as further described in the Concept Plan which is attached hereto as Exhibit "C" hereto and made a part hereof;

WHEREAS, the City Council also approved a Planned Unit Development by zoning the Property pursuant to Ordinance No. 0-19-10-17-10C (the "**PUD**"), as the same may be amended from time to time;

WHEREAS, the City Council authorized the formation of the Durango Farms Public Improvement District pursuant to Resolution No. R-2020-068 on August 6, 2020 (the "**District**") in accordance with the PID Act;

WHEREAS, the Owner of the Property desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit "D" and Exhibit "D-1" attached hereto and made a part hereof (the "**Authorized Improvements**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the District.

WHEREAS, $3.20 is the aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, and $15,000,000 is the maximum par amount of PID Bonds that will be financed to fund or reimburse eligible improvements to the Owner; and

WHEREAS, contemporaneously herewith the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with the City's PID Policy and this Agreement and the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of the Service and Assessment Plan (or amendment thereto) for the District; (ii) the adoption of an Assessment Ordinance for the District and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for the purpose of financing the costs of the Authorized Improvements and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of a series of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) the City shall have considered, reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein.

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds of an issuance of PID Bonds or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement.

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments, thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I.
RECITALS AND DEFINED TERMS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes. Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II.
CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements.

The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with the Service and Assessment Plan and the PID Act. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of the Service and Assessment Plan adopted and approved by the City. The currently anticipated Authorized Improvements are identified in Exhibit "D" hereto. The Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in Exhibit "D" are subject to change, and that the Service and Assessment Plan will provide information on the Authorized Improvements for the District and will control when in conflict with Exhibit "D". The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in Article II hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the Cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements.

(a) To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer or the City Construction Representative, of any plans, designs or specifications submitted by Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an

assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's Project Engineer, or such engineer's officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City's approval on only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, entryway monumentation and street lights and signs in accordance with all Applicable Regulations. The City's inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project if Owner is in default under this Agreement and the Development Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

(c) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City the Authorized Improvements, or Segments thereof, identified on Exhibit "D" of this Agreement (as the same may be adjusted pursuant to the Service and Assessment Plan) upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement, the Development Agreement and all Applicable Regulations.

(d) From and after the inspection and acceptance by the City of the Authorized Improvements, or Segments thereof, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

Section 2.03. Designation of Construction Manager, Project Engineers.

(a) The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City's review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City shall provide written notice to the Owner of such non-performance (the "**Non-performance**"). The Owner shall have thirty (30) calendar days (or such longer period of time as agreed upon in writing by the Parties) to correct the Non-performance from the date of the City's

written notification. If the Non-performance is not cured, the City may either allow the Owner additional time to cure the Non-performance based on adequate assurance in writing by the Owner that the Construction Manager will perform or if required by the City, adequate funds shall be held in escrow or be deposited into a segregated account of the Project Fund as identified in the Trust Indenture, or the City may replace the Construction Manager any time after the cure period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor.

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

(i) provide a copy of the executed contract to the City Construction Representative, and

(ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

(a) Prior to the sale of any platted single-family lots within the District, the Owner shall create an Owners Association for the Property (but may exclude from the Owner's Association jurisdiction lots platted for the purpose of multi-family residential or commercial use), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section.

(b) Owner agrees to execute and record against the Property a deed restriction requiring compliance with all building material restrictions outlined in the Development Agreement.

(c) The Owners Association will have a binding, continuing responsibility for the implementation and enforcement of the Association Regulations. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the single-family lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments (if any), and (ii) to provide funds required for the management and operation of the Owners Association.

(d) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of $100,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions.

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

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

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

Section 2.10. Regulatory Requirements.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and Recognized and Generally Accepted Good Engineering Practices, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be paid by or through Special Assessments levied on Property that will benefit from the

improvements. The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements in the Phase 1 Subdivision and provide copies of the bids to the City, however the City acknowledges and agrees that the Owner may choose, in their reasonable discretion, to use one of the selected independent, competent contractors for the Phase 1 Subdivision for construction of the Authorized Improvements in the Future Phase 2 Subdivision without soliciting any additional bids, so long as cost estimate for the Authorized Improvements in the Future Phase 2 Subdivision are reasonable and comparable to the costs of the Authorized Improvements in the Phase 1 Subdivision.

Section 2.11. Insurance.

(a) All contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of $1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of $1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of $1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of $1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Projects by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of $1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of $1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide "occurrence" coverage without a sunset clause.

b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all Insurance Policy Documents and certificates of insurance to the City providing evidence of insurance coverage

required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. Copies of all Insurance Policy Documents will be promptly delivered to the City at the time the policies are issued, including copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contactors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.12. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III.
APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments.

The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. The Owner may request the City provide the Owner with a copy of any Service and Assessment Plan update prior to consideration by the City Council for so long as the Owner owns any Assessed Property in the District. The Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue one series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land.

Concurrently with the levy of the Special Assessments, the Owner, the Consenting Parties, and any other owners of land within the District and the City shall execute a "**Landowner Agreement**" (herein so called) in which the Owner, Consenting Parties, and other owners, if applicable, (the "**Landowners**") shall (i) approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments and (ii) the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowners' intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments.

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in the Service and Assessment Plan (during the term of this Agreement) in the manner and to the maximum extent permitted by applicable law. The City will deposit or cause to be deposited the collected Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture, as further described in Section 4.02 below.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.
PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Contemporaneously with the execution of this Agreement, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements for the District and the Special Assessments and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the terms hereof, the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

(f) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions

within the District shall be $3.20. Notwithstanding the foregoing, Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than $3.20 and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, the City will, concurrently herewith, consider the adoption of a resolution consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue.

(b) The proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in Exhibit "F-2". At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit "F-1" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Fund in accordance with the procedures set forth in Section 4.02.

(c) Any Authorized Improvements that have not been (i) reimbursed at the Closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative's comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "F-2" executed by the Construction Manager and the Project Engineer evidencing the

Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bond and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner and within 30 business days after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days accept those completed Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.02, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.03. Assignment of Right to Payment of Unreimbursed Costs.

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political

subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V.
PID BONDS

Section 5.01. PID Bond Issuance.

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. Contemporaneously herewith, the Owner has requested issuance of PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) [INTENTIONALLY OMITTED].

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of the Service and Assessment Plan and the Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and the disclosures of the Owner and the Consenting Parties, and the City will not be responsible or liable for Owner or Consenting Parties disclosure but the City's disclosures professional will be used for all disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed $15,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the Authorized Improvements increase the value of the property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in material default under this Agreement or, with respect to the Property, in default of any material terms in any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of a series of PID Bonds, the maturity for a series of PID Bonds shall be 35 years.

(r) The final maturity for any PID Bonds shall be not later than 45 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bond are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in

connection with the proposed issuance of the PID Bonds). [SUBJECT TO CITY TEAM FEEDBACK]

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide and cause the Consenting Parties to provide periodic information and notices of material events regarding such entities and such entities' development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner or the Consenting Parties in connection with the issuance of PID Bonds.

(w) The Owner provides the necessary information to satisfy the City's Director of Public Works or his designee that the Actual Costs are reasonable.

(x) The Owner and the Consenting Parties are not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(y) For the issuance of a series of bonds for the purpose of refunding any PID Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(z) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be $3.20 per $100.00 taxable assessed valuation. Notwithstanding the foregoing, Owner may voluntarily elect to have the initial Tax Equivalent Assessment Rate of Special Assessments be less than $3.20 and this shall not require approval by City Council.

(aa) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

(bb) If, at the time of PID Bond issuance, the Commercial Parcel and/or the Multifamily Parcel has not been sold to a third party, and the [_____] [OPEN ISSUE] has not been issued for development on the Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, is less than 3:1 on the Commercial Parcel or the Multifamily Parcel the funds from the PID Bond proceeds attributable to the Assessments for the respective Commercial Parcel and/or the Multifamily Parcel as applicable, shall be restricted until such time as that parcel is sold to a third party and (1) a building permit has been issued for development on either the respective Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio is more than 3:1, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on the respective Commercial Parcel or the Multifamily Parcel, at which point the funds attributable to such parcel shall be released and the funds attributable to the remaining parcels described in this subsection will continue to be restricted until the conditions herein are satisfied. If a portion of the Commercial Parcel and/or the Multifamily Parcel is sold to a third party and (1) a building permit has been issued for development on such portion of the respective Commercial Parcel or the Multifamily Parcel, as

applicable; or, (2) the value to lien ratio is more than 3:1, an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable, funds will be released on a pro-rata basis calculated on the basis of the Estimated Buildout Value, as defined in the SAP, of the purchased portion of such Commercial Parcel and/or the Multifamily Parcel.

(cc) Notwithstanding subsection (bb) above, until the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City, PID Bond funds equivalent to the Future Phase 2 Subdivision Special Assessments (less Annual Collection Costs as defined in the Service and Assessment Plan) shall be "restricted" from access by the Owner until such time as the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City. For the purposes of this Agreement, "acceptance" by the City means the recording of a final approved plat for the Future Phase 2 Subdivision. [OPEN ISSUE]

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) (a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs ("**Additional Costs**") the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("**QTEO**"), as defined in section 265(b)(3) of the Internal Revenue Code ("IRC") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; provided, however that if the City fails to use diligent, good faith efforts to issue PID Bonds as required by Article V and that failure causes PID Bonds to be issued in a different calendar year or not be issued at all, the City shall refund to Owner all Additional Costs paid by Owner as a result of such failure. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process however such projection is not a binding amount under this agreement but merely an expression of the City's then expected amount of Obligations to be issued during the next calendar year. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately forty five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Costs on or before the earlier of: (i) twenty (20) business days after the date of said invoice, or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City's issuance of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within ten (10) business days of the date of the City's notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately forty five (45) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the County. The Owner shall pay such Estimated Costs to the City at least fifteen (15) days prior to the pricing the City Obligations. If the Owner has not paid the Estimated Costs to the City by the required time, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

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

Section 5.04. Tax Certificate.

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.03. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT UNLESS SUCH ACT OR OMISSION IS IN VIOLATION OF STATE OR FEDERAL LAW AND IS DONE RECKLESSLY OR INTENTIONALLY.

ARTICLE VI.
ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement.

[INTENTIONALLY OMITTED]

Section 6.02. Home Buyer Disclosure.

Owner shall comply with, and cause Meritage to comply with, the Home Buyer Disclosure Program attached hereto as Exhibit "H" and made a part hereof.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

(a) The City represents and warrants that the City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has the full legal right, power and authority under the PID Act, its charter, and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an

Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City represents and warrants that this Agreement is a valid and enforceable obligation of the City in accordance with its terms.

(c) The City represents and warrants that it will not unreasonably withhold, condition, or delay payment for any Authorized Improvement that has been constructed and dedicated to the City in accordance with this Agreement.

(d) The City represents and warrants that the City Council has reviewed this Agreement, been advised by legal counsel, and has properly authorized its City Manager to execute this Agreement.

(e) The City agrees to provide the information required by its underwriter to facilitate the completion of bond offering documents to effectuate the sale of the PID Bonds.

Section 7.02. Representations and Warranties of Owner.

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized

Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of Owner in connection with the issuance of PID Bonds and to cause the Consenting Parties to provide the information required pursuant to disclosure agreements executed by the Consenting Parties in connection with the issuance of PID Bonds.

(h) The Owner represents and warrants that no portion of the Property is designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code.

ARTICLE VIII.
DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the payment of a monetary sum) is delayed as a result of circumstances which are beyond the

reasonable control of such Party (which circumstances may include, without limitation, pending litigation, governmental action or refusal to act, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("**Force Majeure**"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such "force majeure" event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner.

THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER, (INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS) OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER 'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim involves the Owner and the City and the City has been advised in writing by counsel that there

may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) The Owner or the Owner's contractor shall obtain performance and payment bonds as required by Chapter 2253, Public Work Performance and Payment Bonds, of the Texas Government Code. After inspection and prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX.
GENERAL PROVISIONS

Section 9.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, Texas 78634

With a copy to: Bojorquez Law Firm, PC
Attn: Dottie Palumbo, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Facsimile: (512) 250-0749

If to Owner: MA Durango Farms, LLC

Attn: Wyatt Henderson
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

Section 9.02. Fee Arrangement/Administration..

(a) In addition to any costs paid by the Owner pursuant to that certain Professional Services Agreement dated February 19, 2020, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "G" hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 9.03. Assignment.

(a) Notwithstanding subsection 4.03 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all or a portion of the Property in accordance with Section 9.03 but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City to (i) affiliates of the Owner or (ii) any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the Designated Successor or Assign and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to

the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall continue until the Maturity Date; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a Special Assessment is not levied by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender do not exclude any other gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval, " "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 9.08. Applicable Law and Venue.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement.

This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor.

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements.

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Boycotts and Foreign Business Engagements.

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(c) Firearm Entity/Trade Association and Energy Company Boycotts. Section 2274.002 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19", and by Senate Bill 13, 87th Texas Legislature, Regulation Session (SB 13"), as amended, is inapplicable because Owner is a company with less than 10 full-time employees.

Section 9.20. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Section 9.21. No Personal liability of Public Officials or the City.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

Section 9.22. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A"	-	Definitions
Exhibit "B"	-	Property Description for Development
Exhibit “B-2”	-	Commercial Parcel
Exhibit “B-3”	-	Multifamily Parcel
Exhibit "C"	-	Concept Plan
Exhibit "D"	-	Authorized Improvements
Exhibit “E”	-	*-Intentionally Deleted-*
Exhibit "F-1"	-	Form of Closing Disbursement Request (Closing Disbursement)
Exhibit "F-2"	-	Form of Certification for Payment
Exhibit "G"	-	Budget
Exhibit "H"	-	Home Buyer Disclosure Program
Exhibit "H-1"	-	Notice of Obligation Pay Public Improvement District Assessments to the City of Hutto, Texas

[Signature Pages to Follow]

CITY:

THE CITY OF HUTTO, TEXAS

By: _____
Name:_____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, the _____ of the City of Hutto, Texas, on behalf of said City..

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

OWNER:

MA Durango Farms LLC,
a Texas limited liability company

By:_____
Name: Wyatt Henderson
Title: Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

It is hereby acknowledged that the Consenting Parties are executing this Agreement solely due to the fact that they are an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Agreement, Consenting Parties have no rights, duties, or obligations to the City, the Owner, or otherwise in connection with this Agreement.

Meritage Homes of Texas, LLC

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Vantage at Hutto, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"**Actual Cost(s)**" means the Owner's demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"**Additional Actual Costs**" means any additional Actual Costs the City incurs issuing the PID Bonds.

"**Additional Named Insured**" means a person, organization, or governmental entity identified as an insured party in the policy declarations or an addendum to the policy decorations for a certificate of insurance.

"**Agreement**" has the meaning given in the recitals to this Agreement.

"**Annual Installments**" shall mean the annual installment payment on a Special Assessment as calculated pursuant to the Service and Assessment Plan and approved by the City Council.

"**Applicable Regulations**" means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement, the Development Agreement and/or the PUD; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

"**Assessed Property**" or "**Assessed Properties**" means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to the Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

"**Assessment Ordinance**" means the ordinance adopted by the City Council approving the Service and Assessment Plan and levying Special Assessments, as described in Article III of this Agreement.

"**Association Regulations**" has the meaning as set forth in Section 2.05.

"**Attorney General**" means the Texas Attorney General's Office.

"**Authorized Improvements**" means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit "D" hereto.

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

"**Certification for Payment**" shall mean that certain certification substantially in the form attached hereto as Exhibit "F-2" hereto.

"**City**" has the meaning given in the recitals to this Agreement.

"**City Construction Representative**" means the employee or designee of the City carrying out the duties as described in this Agreement.

"**City Council**" means the duly elected governing body and council of the City.

"**City Code**" means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals, as modified by the Development Agreement.

"**City Engineer**" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

"**City Manager**" means the city manager of the City.

"**Closing Disbursement Request**" shall mean that certain request substantially in the form attached hereto as Exhibit "F-1".

"Commercial Parcel" shall mean the approximately ___ acre parcel shown on Exhibit "B-2" attached hereto.

"**Completed Authorized Improvements**" means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"**Concept Plan**" means the concept plan attached hereto as Exhibit "C".

"**Consenting Parties**" has the meaning given in the recitals of this Agreement.

"**Construction Manager**" means initially the Owner, and thereafter subject to change in accordance with Section 2.04 of this Agreement.

"**County**" means Williamson County, Texas.

"**Delinquent Collection Actual Costs**" means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas law.

"**Designated Successors and Assigns**" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 9.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"**Development Agreement**" has the meaning given in the recitals to this Agreement.

"**Disclosure Agreement of Owner**" means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

"**District**" has the meaning given in the recitals to this Agreement.

"**End User**" means any tenant, user, or owner of a fully developed and improved lot.

"**Effective Date**" has the meaning given in the recitals to this Agreement.

"**Financial Advisor**" means Hilltop Securities, Inc.

"**Force Majeure**" has the meaning as set forth in Section 8.01(d).

"**Foreclosure Proceeds**" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

"**Future Phase 2 Subdivision**" means the portion of the Property that is not a part of the Phase 1 Subdivision.

"**Good Engineering Practices**" means the basis for engineering, operation, or maintenance activities and are themselves based on established codes, standards, published technical reports or recommended practices or similar documents.

"**Home Buyer Disclosure Program**" means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit "H" or another form agreed to

by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"**Indenture**" or "**Trust Indenture**" means the Indenture of Trust entered into in connection with the issuance of the PID Bonds, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

"**Insurance Policy Documents**" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

"**Issue Date**" means the date of the initial delivery of the PID Bonds.

"**Landowner Agreement**" has the meaning given in Section 3.02 of this Agreement.

"**Landowners**" has the meaning given in Section 3.02 of this Agreement.

"**Maturity Date**" means the date one year after the last Annual Installment is collected.

"Multifamily Parcel" shall mean the approximately 5 acre parcel shown on Exhibit "B-3" attached hereto.

"**Non-Benefitted Property**" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

"**Owner**" has the meaning given in the recitals to this Agreement.

"**Owners Association**" means a homeowners association or property owners association.

"**Owner Expended Funds"** means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

"**Parcel**" means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

"**Party**" means the Owner or the City, as parties to this Agreement, and "**Parties**" means collectively, the Owner and the City.

"**Phase 1 Subdivision**" means the portion of the Property that is part of the Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.

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

"**PID Administrator**" means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

"**PID Bond Ordinance**" means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

"**PID Bonds**" means those certain City of Hutto Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District) that are secured by Special Assessments levied on the District.

"**PID Bond Proceeds**" means the par amount of the PID Bonds.

"**Prepayment**" means the payment of all or a portion of a Special Assessment before the due date thereof.

"**Project**" has the meaning given in the recitals to this Agreement.

"**Project Engineer**" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Randall Jones & Associates Engineering, Inc.

"**Project Fund**" means the separate and unique fund established by the City under such name pursuant to the Indenture.

"**Property**" has the meaning given in the recitals to this Agreement.

"**PUD**" has the meaning given in the recitals to this Agreement.

"**Redemption Agreement**" shall have the meaning given in Section 6.02 of this Agreement.

"**Segment**" or "**Segments**" means the discrete portions of the Authorized Improvements identified as such.

"**Service and Assessment Plan" or "SAP**" means the Durango Farms Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time), to be adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this Agreement. The

Parties hereby acknowledge that the Service and Assessment Plan may be amended, supplemented or updated from time to time.

"**Special Assessment**" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"**Special Assessment Revenues**" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

"**State**" means the State of Texas.

"**Tax Certificate**" has the meaning given in Section 5.03 of this Agreement.

"**Tax Code**" means the Texas Tax Code.

"**Tax Equivalent Assessment Rate**" means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on $100 of assessed valuation of the assessed parcel.

"**Third Party Claims**" or "**TPC**" has the meaning given in Section 8.02 of this Agreement.

"**Third-Party Contractor**" has the meaning given in Section 2.04 of this Agreement.

"**Transfer**" has the meaning given in Section 4.03 of this Agreement.

"**Transferee**" has the meaning given in Section 4.03 of this Agreement.

"**Trustee**" means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit "B"

PROPERTY DESCRIPTION FOR DEVELOPMENT

"EXHIBIT __"

DESCRIPTION OF 94.560 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 94.560 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954, Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, Hutto and Metcalfe Addition, a subdivision according to the plat of record in Book 66, Page 148, Deed Records of Williamson County, Texas, and as shown on the Revised Map of City of Hutto of record in Cabinet A, Slide 221, Plat Records of Williamson County, Texas, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found at the southeast corner of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 2, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 2, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 94.560 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

Exhibit "B-2"

COMMERCIAL PARCEL

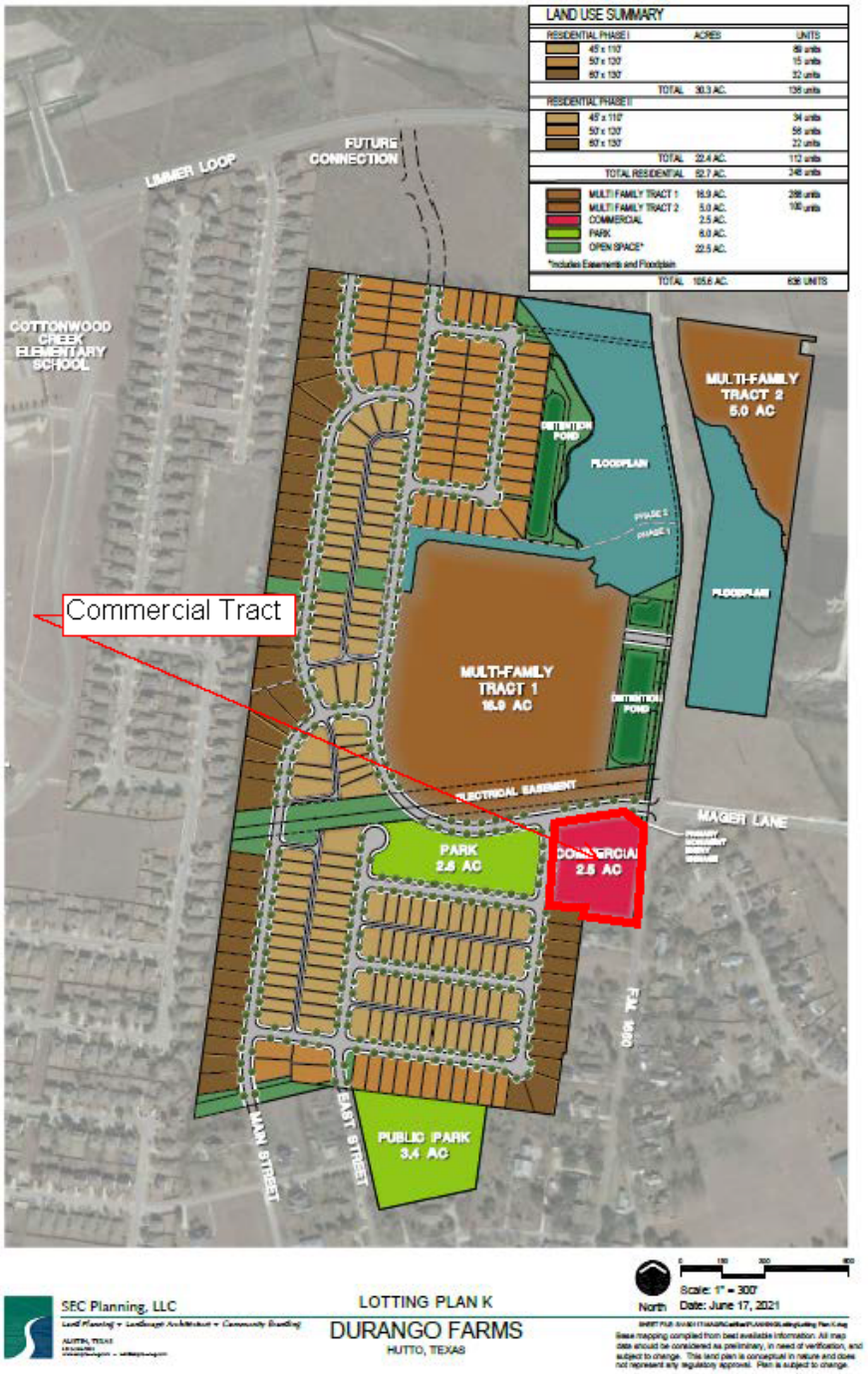

Exhibit "B-3"

MULTIFAMILY PARCEL

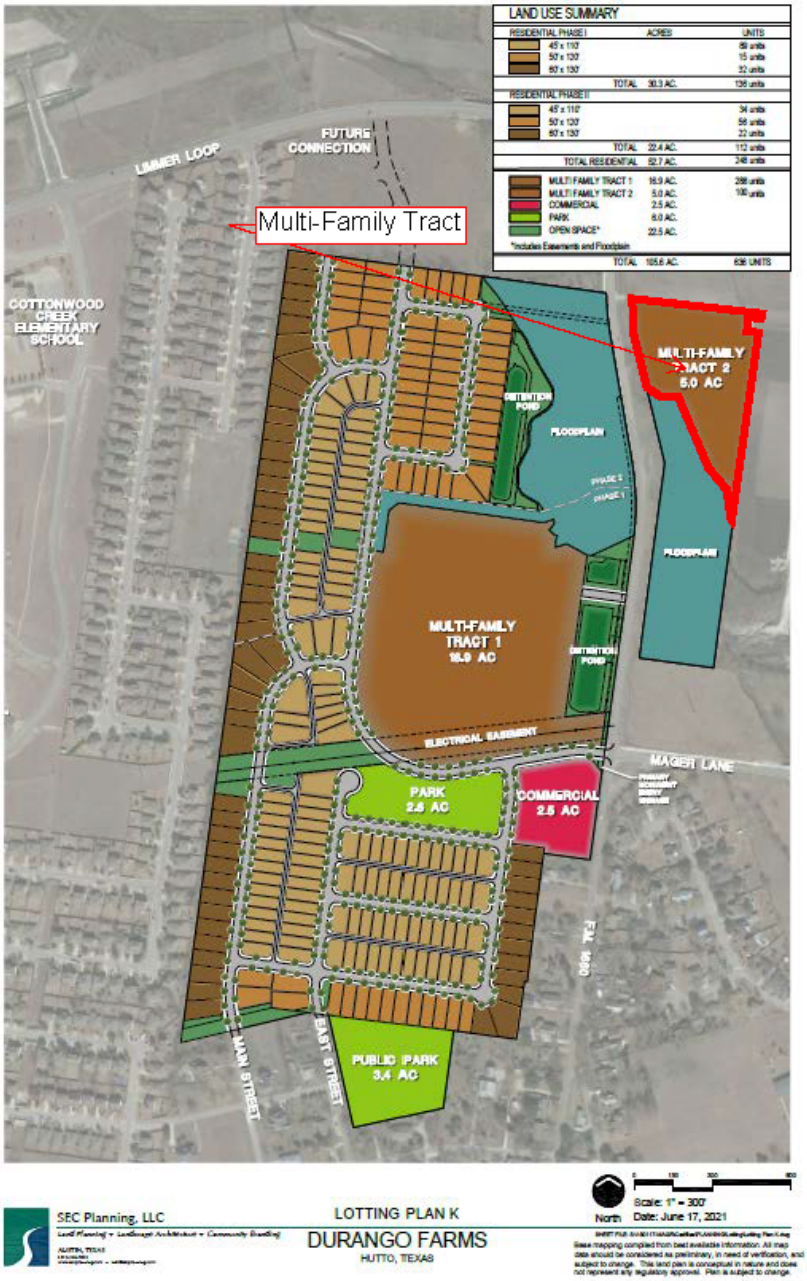

Exhibit "C"

CONCEPT PLAN

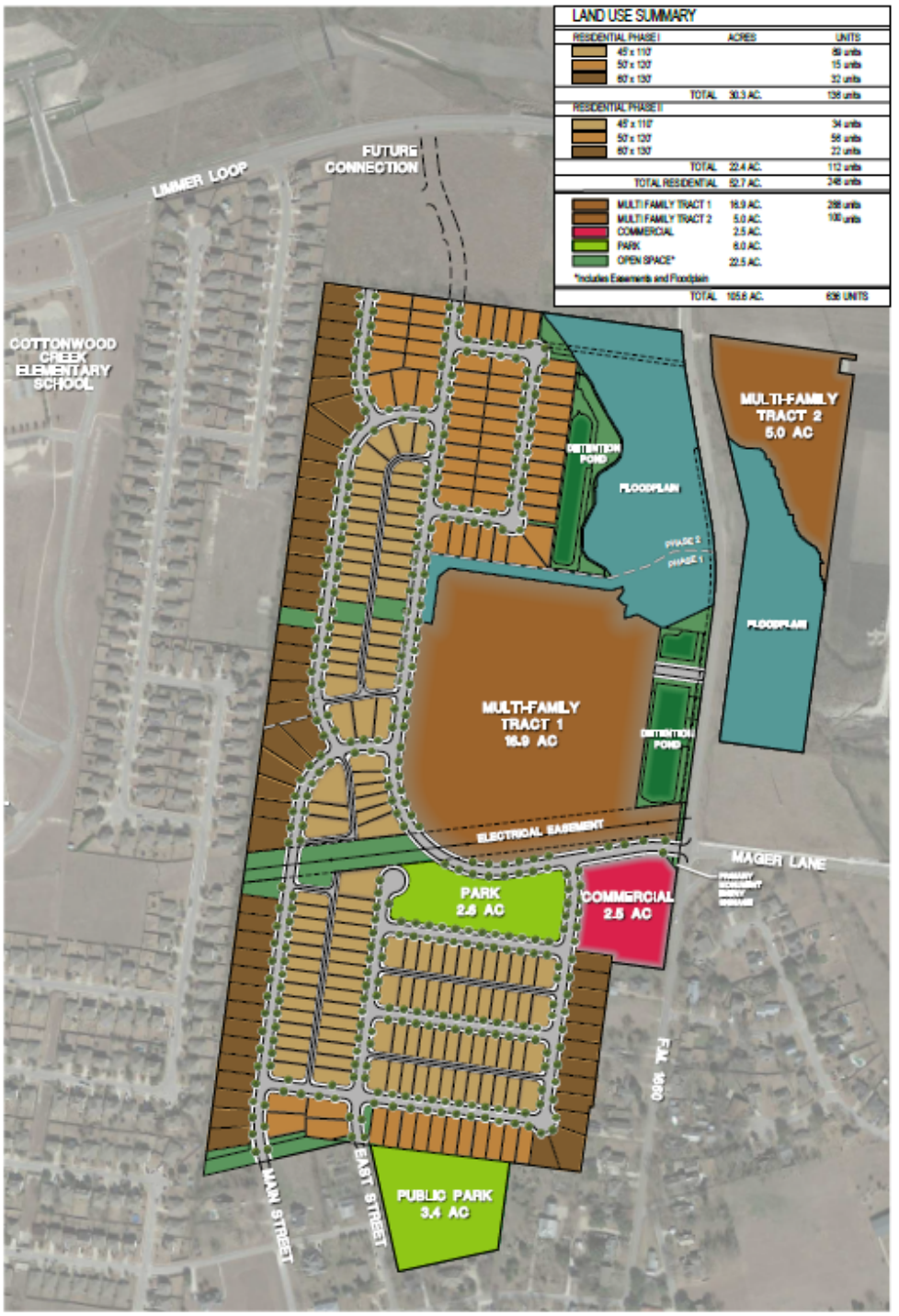

Exhibit "D"

AUTHORIZED IMPROVEMENTS

•**Note**: At the time of execution of this Agreement, the only Authorized Improvements (and estimated costs) that can be determined with certainty are the Authorized Improvements which are listed below:

- *Streets*
  Improvements include subgrade stabilization (including excavation and drainage), concrete 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 Project. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- *Water*
  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 transmission lines extending water service to the limits of the District and will be owned and operated by the City.
- *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 the limits of the District and will be owned and operated by the City.
- *Drainage*
  [TO BE ADDED]
- *Traffic Signal & Intersection Improvements*
  [TO BE ADDED]

Exhibit "E"

-INTENTIONALLY DELETED

Exhibit "F-1"

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Durango Farms)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MA Durango Farms, LLC (the "**Owner**") and requests payment to the Owner from the applicable account of the Project Fund from _____, (the "**Trustee**") in the amount of $_____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Durango Farms Public Improvement District (the "**District**"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Hutto, Texas (the "City") and the Trustee dated as of _____, 20__ (the "**Indenture**") relating to the "[INSERT NAME OF BONDS] (the "**PID Bonds**").

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

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

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

MA Durango Farms, LLC
a Texas limited liability company

By: _____
Name:_____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "F-2"

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Durango Farms)

CERTIFICATION FOR PAYMENT FORM NO. _____

The undersigned _____ (the "**Construction Manager**") requests payment from [the applicable account of the Project Fund] from the City of Hutto (the "**City**") in the amount of $_____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Durango Farms Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

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

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.

2. The work described in Attachment A has been completed in the percentages stated therein.

3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.

5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.

6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or

its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][***Include bracketed language if final progress payment for such Authorized Improvement]***

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement*]**

(Signature pages follow)

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

MA Durango Farms, LLC,
a Texas limited liability company, as
CONSTRUCTION MANAGER

By: _____
Name:_____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

_____

By:
Name:_____
Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

Segment	Description of Work Completed under this Certification for Payment	Actual Costs

<u>ATTACHMENT B</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[***Include Attachment B bracketed if final progress payment for such Authorized Improvement***]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ___

INVOICE LEDGER

Invoice Ledger
Entity: MA Durango Farms, LLC
Project: Durango Farms Public Improvement District

Certification of Payment Form No. ____	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub-Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

<u>ATTACHMENT D</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "G"

BUDGET

City Attorney	$10,000 opinion fee per series of bonds
City's Financial Advisor	$25,000 plus 2.00% of par value of each series of bonds
Bond Counsel	2.50% of par value of each series of bonds, minimum of $50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

Exhibit "H"

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
LOT TYPE _____
HOMEBUYER DISCLOSURE

HOME BUYER DISCLOSURE PROGRAM

1. A person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property the written notice titled "Notice of Obligation to Pay Public Improvement District Assessment to the City of Hutto, Texas", the form of which is attached hereto as Exhibit "H-1, as may be modified by Section 5.014 of the Texas Property Code.

2. A Builder[1]for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.

3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.

4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.

6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

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

Exhibit "H-1" to Financing Agreement

DURANGO FARMS PID – LOT TYPE [___]: HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
IMPROVEMENT DISTRICT ASSESSMENT
TO THE CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY

(**INSERT PROPERTY ADDRESS**)

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of (the "**Authorized Improvements**"), undertaken for the benefit of the property within the "Durango Farms 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 Hutto, Texas. The exact amount of each annual installment will be approved each year by the City of Hutto 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 Hutto Texas.

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

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

Date:_____

Signature of Purchaser:_____

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-132 authorizing the City of Hutto's execution and entering into the Durango Farms Public Improvement District Landowner Agreement and Notice of Special Assessments; ordering other matters in connection with the foregoing and providing an effective date.

Meeting: Thursday, August 19, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-132 Hutto Resolution Approving Durango Landowner Agreement
2. REDLINE AGAINST COTTONWOOD.Durango Farms Landowner Agreement.8.12.21.Council Packet
3. Durango Farms Landowner Agreement.8.12.21.Council Packet

RESOLUTION NO. R-2021-132

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS AMONG AND BETWEEN THE CITY OF HUTTO, TEXAS AND MA DURANGO FARMS, LLC, AND MERITAGE HOMES OF TEXAS, LLC, AND VANTAGE AT HUTTO, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Durango Farms Public Improvement District Landowner Agreement and Notice of Special Assessments among and between the City of Hutto and MA Durango Farms, LLC and Meritage Homes of Texas, LLC and Vantage at Hutto, LLC, and authorize the City Manager to execute the Agreement (the "Agreement") attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Durango Farms Public Improvement District Landowner Agreement and Notice of Special Assessments, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 19th day of August, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

~~COTTONWOOD CREEK~~DURANGO FARMS PUBLIC ~~IMPROVEMENT DISTRICT~~IMPROVEMENT ~~AREA #1~~ DISTRICT

LANDOWNER AGREEMENT
AND NOTICE OF ~~IMPROVEMENT AREA #1~~SPECIAL ASSESSMENTS

Among and between

THE CITY OF HUTTO, TEXAS

and

MA DURANGO FARMS, LLC, a Texas limited liability company

and

~~LENNAR~~MERITAGE HOMES OF TEXAS~~ LAND AND CONSTRUCTION, LTD.~~, LLC, an Arizona limited liability company
and

VANTAGE AT HUTTO, LLC, a Texas limited liability company

Dated as of:

~~June 3,~~September 16, 2021

~~**IMPROVEMENT AREA #1**~~

LANDOWNER AGREEMENT AND NOTICE OF ~~IMPROVEMENT AREA #1~~SPECIAL ASSESSMENTS

(~~Cottonwood Creek~~Durango Farms Public Improvement District)

This ~~**IMPROVEMENT AREA #1**~~ **LANDOWNER AGREEMENT AND NOTICE OF ~~IMPROVEMENT AREA #1~~SPECIAL ASSESSMENTS** (the "**Agreement**") is entered into among the CITY OF HUTTO, TEXAS, a home-rule municipal corporation of the State of Texas (the "**City**"), ~~and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the~~MA Durango Farms, LLC ("**MA Durango**"), Meritage Homes of Texas, LLC ("**Meritage**"), and Vantage at Hutto, LLC ("**Vantage**") (MA Durango, Meritage, and Vantage each a "**Landowner**"~~) (~~ and collectively the "**Landowners**") (the City and each Landowner individually a "**Party**" or collectively the "**Parties**"). This Agreement shall be effective on the latest date it is executed by all the Parties.

RECITALS

WHEREAS, the ~~Landowner, along with Hutto 372, Ltd.~~Landowners, own approximately ~~370.27~~105.6 acres of land located in Hutto, Williamson County, Texas which is more particularly described in "~~**Exhibit A**~~**Exhibits A-1, A-2 and A-3**" attached hereto (the "**Land**"), with MA Durango owning approximately ____ acres (as shown in Exhibit A-1), Meritage owning approximately __ acres (as shown in Exhibit A-2), and Vantage owning approximately ___ acres (as shown in Exhibit A-3) [NOTE – EXACT ACREAGE TO BE FILLED IN AT TIME OF EXECUTION]; and

WHEREAS, the ~~Landowner owns~~Landowners, collectively, own all of the land within the ~~hereinafter defined Improvement Area #1, totally~~District totaling approximately ~~186.341~~105 acres; and

WHEREAS, on ~~April 1, 2021,~~August 6, 2020, the City Council of the City (the "**City Council**") passed and approved Resolution No. R-~~2021-029~~2020-068 authorizing the creation of the ~~Cottonwood Creek~~Durango Farms Public Improvement District (the "**District**") pursuant to Chapter 372 of the Texas Local Government Code (the "**PID Act**"), with the boundaries of such District being coterminous with the boundaries of the Land~~; and~~~~WHEREAS, development of the District is anticipated to progress in phases, with the District being divided, for development planning purposes, into four distinct improvement areas consisting of "**Improvement Area #1**", "**Improvement Area #2**", and "**Improvement Area #3**" (each an "**Improvement Area**"), with the boundaries of such Improvement Areas being reflected in "**Exhibit A-1**", "**Exhibit A-2**", and "**Exhibit A-3**", respectively~~; and

WHEREAS, ~~Landowner~~MA Durango and the City entered into that certain ~~Cottonwood Creek~~Durango Farms Public Improvement District Financing and Reimbursement Agreement on even date herewith (as such agreement may be amended from time to time as provided therein, the "**PID Financing Agreement**"), relating to, among other matters, the construction of the "**Authorized Improvements**" as defined therein, the levy of assessments within the Land, the reimbursement of the Landowner for the costs of the Authorized Improvements and the issuance

of revenue bonds secured by such assessments ("**PID Bonds**") and to which Vantage and Meritage signed as consenting parties;

WHEREAS, ~~certain of~~ the Authorized Improvements will confer benefit ~~only to property within Improvement Area #1 (the "**Improvement Area #1 Improvements**"~~to the District; and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the "**Assessment Ordinance**") that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, ~~including the amount of those certain assessments on the property within Improvement Area #1 corresponding to the benefit thereon attributable to one or more of the Improvement Area #1 Improvements (the "**Improvement Area #1**~~(the "**Special Assessments**"), and established the dates upon which interest on ~~Improvement Area #1~~the Special Assessments will begin to accrue and upon which collection of ~~Improvement Area #1~~the Special Assessments will begin; and [NOTE – ORDINANCE NUMBER TO BE PROVIDED AT TIME OF ASSESSMENT]

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the ~~Improvement Area #1~~Special Assessments against certain parcels within the boundaries of ~~Improvement Area #1~~the District to finance the ~~Improvement Area #1~~Authorized Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, a copy of the Assessment Ordinance is attached hereto as **"Exhibit B"**; and

WHEREAS, the Service and Assessment Plan includes an "**Assessment Roll**" setting forth, among other things, the amount of the ~~Improvement Area #1~~Special Assessment for each parcel subject to ~~an Improvement Area #1~~a Special Assessment (an "~~**Improvement Area #1 Assessed Parcel**~~"), including the amount of the "**Annual Installment**" (as that term is defined in the Service and Assessment Plan~~, but only with respect to Improvement Area #1 Assessments~~) for each ~~Improvement Area #1~~Special Assessment paid in installments; and

WHEREAS, terms not defined herein shall have the definitions assigned to them in the Service and Assessment Plan.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
APPROVAL OF AGREEMENTS

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II
AGREEMENT OF ~~LANDOWNER~~LANDOWNERS

A. ~~Landowner ratifies, confirms, accepts, agrees to, and approves:~~Landowners ratify, confirm, accept, agree to, and approve:

(i) the creation of the District, the boundaries of the District, and the boundaries of the~~ Improvement Area #1~~ Assessed Parcels;

(ii) the location and construction of the ~~Improvement Area #1~~Authorized Improvements;

(iii) the determinations and findings of special benefit to the~~ Improvement Area #1~~ Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. ~~Landowner consents, acknowledges, accepts, and agrees:~~Landowners consent, acknowledge, accept, and agree:

(i) to the ~~Improvement Area #1~~Special Assessments to be levied against the applicable~~ Improvement Area #1~~ Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the ~~Improvement Area #1~~Authorized Improvements and administration and operation of the District confer a special benefit on the~~ Improvement Area #1~~ Assessed Parcels in an amount that exceeds the ~~Improvement Area #1~~Special Assessments against the~~ Improvement Area #1~~ Assessed Parcels as shown on the Assessment Roll;

(iii) that the ~~Improvement Area #1~~Special Assessments against the ~~Improvement Area #1~~ Assessed Parcels are final, conclusive, and binding upon ~~the~~each Landowner and ~~its~~their respective successors and assigns;

(iv) to pay the ~~Improvement Area #1~~Special Assessments and Annual Installments against the ~~Improvement Area #1~~ Assessed Parcels they each respectively own when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each ~~Improvement Area #1~~Special Assessment or reassessment against the~~ Improvement Area #1~~ Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the~~ Improvement Area #1~~ Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the~~ Improvement Area #1~~ Assessed Parcels regardless of whether the owner is named;

(vi) that the ~~Improvement Area #1~~Special Assessment liens on the ~~Improvement Area #1~~ Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the ~~Improvement Area #1~~Special Assessments are paid in full and may be enforced by the

governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of ~~Improvement Area #1~~Special Assessments against the~~ Improvement Area #1~~ Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an ~~Improvement Area #1~~ Assessed Parcel may pay at any time the entire Special Assessment against the ~~Improvement Area #1~~ Assessed Parcel, with interest that has accrued on the Special Assessment to the date of such payment~~,~~; however, prior to the approval of a final subdivision plat, the City, or its designated third party administrator of the District, shall certify that the final plat will not cause the Special Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Parcel by a final subdivision plat causes the Special Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Special Assessment for each Assessed Parcel that exceeds the applicable Maximum Assessment for such lot type in an amount sufficient to reduce the Special 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 Special Assessments.

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the ~~Improvement Area #1~~ Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that ~~the~~each Landowner has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on ~~_____, 2021~~August 6, 2020 and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on ~~_____~~,September 16 2021, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, ~~the~~each Landowner hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Williamson County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Landowner's ~~Improvement Area #1~~ Assessed Parcels by the Assessment Ordinance.

C. ~~Landowner~~Landowners hereby ~~waives~~waive:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the ~~Improvement Area #1~~ Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and

Assessment Roll, levying of the ~~Improvement Area #1~~Special Assessments, and determining the amount of the Annual Installments of the ~~Improvement Area #1~~Special Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the ~~Improvement Area #1~~Special Assessments and determining the amount of the Annual Installments of the ~~Improvement Area #1~~Special Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the ~~Improvement Area #1~~Special Assessments and determining the amount of the Annual Installment of the ~~Improvement Area #1~~Special Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or ~~Improvement Area #1~~Special Assessments or to any proceedings connected therewith.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a ~~seller of residential~~person who proposes to sell or otherwise convey real property that is located in a public improvement district ~~and that consists of not more than one dwelling unit~~ shall first give to the purchaser of the property written notice of the district in substantially the form set forth on Exhibit C hereto. The seller is required to deliver the notice to the purchaser before ~~the effective date~~execution of an executory contract binding the purchaser to purchase the property. ~~The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the required notice, the references to the street address, the date in the notice, and the purchaser's signature may be omitted.~~

B. As the property in the District is developed, a notice substantially in the form as the notice attached hereto as Exhibit "C" (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Parcel located in the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
SPECIAL COVENANTS AND WARRANTIES OF ~~LANDOWNER~~LANDOWNERS

A. MA Durango.

A. LandownerMA Durango represents and warrants to the City as follows:

(i) LandownerMA Durango is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by LandownerMA Durango hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, LandownerMA Durango and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the LandownerMA Durango constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which LandownerMA Durango is a party, or by which LandownerMA Durango or Landowner's Assessed Parcel is otherwise bound.MA Durango's Assessed Parcels are otherwise bound.

(iv) MA Durango is the sole owner of each Assessed Parcel shown on Exhibit A-1 to this Agreement.

(vi) No Assessed Parcel owned by MA Durango is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vii) MA Durango covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such MA Durango by virtue of execution thereof.

B. Meritage.

Meritage represents and warrants to the City as follows:

(i) Meritage is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Meritage hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Meritage and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Meritage constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Meritage is a party, or by which Meritage or Meritage's Assessed Parcels are otherwise bound.

(iv) ~~Landowner~~Meritage is the sole owner of each Assessed Parcel shown on Exhibit A-2 to this Agreement.

(v) No Assessed Parcel owned by ~~Landowner~~Meritage is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) ~~B. Landowner~~Meritage covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such ~~Landowner~~Meritage by virtue of execution thereof.

C. Vantage.

Vantage represents and warrants to the City as follows:

(i) Vantage is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Vantage hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Vantage and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Vantage constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and

warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Vantage is a party, or by which Vantage or Vantage's Assessed Parcel is otherwise bound.

(iv) Vantage is the sole owner of each Assessed Parcel shown on Exhibit A-3 to this Agreement.

(v) No Assessed Parcel owned by Vantage is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Vantage covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Vantage by virtue of execution thereof.

C. Waiver of Claims Concerning Public Improvements. The ~~Landowner~~Landowners, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, ~~waives~~waive any claims against the City and its successors, assigns and agents, pertaining to the installation of the Public Improvements that are not based on the intentional misconduct or sole gross negligence by the City or its successors, assigns, and agents.

ARTICLE V
OWNERSHIP, CONSTRUCTION AND DEDICATION OF AUTHORIZED IMPROVEMENTS

~~Landowner acknowledges~~Landowners acknowledge that the ~~Improvement Area #1~~Authorized Improvements, together with the land, easements, or other rights-of-way needed for the ~~Improvement Area #1~~Authorized Improvements, will be determined in accordance with the provisions of the PID Financing Agreement and ~~Landowner~~Landowners will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the Property.

Any subsequent owner of an Assessed Parcel hereby agrees, upon the request of the City or the Landowner which has conveyed the Assessed Parcel in question, to grant and convey to the

City or ~~Landowner~~Landowners and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the ~~Public~~Authorized Improvements on the Property, to stage on the Property construction trailers, building materials and equipment to be used in connection with such construction of the Public Improvements and for passage and use over and across parts of the Property as shall be reasonably necessary during the construction of the Public Improvements. Any subsequent owner of an Assessed Parcel may require that each contractor constructing the Public Improvements cause such owner of an Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of an Assessed Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Public Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat dedicating the Public Improvements and underlying Property for that Assessed Parcel in the real property records of Williamson County.

~~Landowner~~Landowners hereby ~~agrees~~agree that any right or condition imposed by the PID Financing Agreement, with respect solely to the Special Assessment and the levy thereof, has been satisfied as of the date hereof, and that ~~Landowner~~Landowners shall not have any rights or remedies against the City under the PID Financing Agreement, or under any law or principles of equity concerning the Special Assessments, each and solely with respect to (i) the formation of the District, (ii) approval of the Service and Assessment Plan and (iii) the City's levy of the Special Assessments.

ARTICLE VI
MISCELLANEOUS

A. Notices. Any notice or other communication (a "**Notice**") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more ~~Improvement Area #1~~ Assessed Parcels shall only be given to the Landowner that owns the applicable ~~Improvement Area #1~~ Assessed Parcels. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to ~~Landowner~~MA Durango:

~~Lennar Homes of Texas Land and Construction, Ltd.~~MA Durango Farms, LLC
Attn: ~~Chase Kohlhoff~~Wyatt Henderson
~~12401 Research Blvd, Building 1 Ste. 300~~230 Klattenhoff Lane, Ste. 102
~~Austin~~Hutto, Texas ~~78759~~ 78634 ~~Email: Chase.Kohlhoff@Lennar.com~~

With a copy to:
Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 West 6th Street, Suite 1300
Austin, Texas 78701
E-Mail: SMetcalfe@mwswtexas.com

If to Meritage: Meritage Homes of Texas, LLC
Attn: Elliot Jones
8920 Business Park Dr., Suite 350
Austin, TX 78759

If to Vantage: Vantage at Hutto, LLC
Attn: David Starr
7334 Blanco Road, Suite 200
San Antonio, Texas 78216

If to City: City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, Texas 78634
Email: warren.hutmacher@huttotx.gov

With a copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallaywers.com

B. Parties in Interest. In the event of the sale or transfer of an ~~Improvement Area #1~~ Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the transferring or selling Landowner with respect to such ~~Improvement Area #1~~ Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such ~~Improvement Area #1~~ Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of ~~Improvement Area #1~~ PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Williamson County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an ~~Improvement Area #1~~ Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each ~~Improvement Area #1~~ Assessed Parcel upon payment in full of the ~~Improvement Area #1~~Special Assessment against the ~~Improvement Area #1~~ Assessed Parcel.

F. ~~The~~Israel Boycott. Each Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. ~~The~~Each Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with ~~the~~such Landowner and exists to make a profit.

G. ~~The~~Foreign Terrorist Organization. Each Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes ~~the~~each Landowner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. ~~The~~Each Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with ~~the~~such Landowner and exists to make a profit.

H. Firearm Entity Boycott. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, each Landowner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Each Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Landowner and exists to make a profit.

I. Energy Company Boycott. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, each Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Each Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Landowner and exists to make a profit.

J. Form 1295. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a party must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time it submits a signed contract to the City (as further described by the Texas Ethics Commission website via the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Parties acknowledge that Meritage is not required to submit a Disclosure of Interested Parties because it is publicly traded, and no such filing by Meritage shall be required.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, ~~202~~ 2021

(SEAL) _____
Notary Public, State of Texas

[SIGNATURE PAGE TO LANDOWNER AGREEMENT]

[SIGNATURE PAGE TO LANDOWNER AGREEMENT]

LANDOWNER

MA Durango:

MA Durango Farms LLC,
a Texas limited liability company

Lennar Homes of Texas Land and Construction, Ltd.
a Texas limited partnership
By: Lennar Texas Holding Company
a Texas corporation
Name: Wyatt Henderson
Title: Manager

STATE OF TEXAS §
Its: General Partner§
COUNTY OF §

By:
Name:
Title:

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas §

(SEAL)

§

COUNTY OF §
Name printed or typed
Commission Expires:

Meritage:

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By:_____
Name: Elliot Jones
Title: Vice President

STATE OF TEXAS _____§
_____§
COUNTY OF _____§

This instrument was acknowledged before me, on the undersigned authority, this ____ day of _____, 2021, by _____, as _____ of Lennar Texas Holding Company, a Texas corporation, as general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership____ day of _____, 2021 by Elliot Jones, Vice President of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said entities. limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires: _____

Vantage:

Vantage at Hutto LLC,
a Texas limited liability company

By:_____
Name:_____
Title:_____

STATE OF TEXAS _____§
_____§
COUNTY OF _____§

_____This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, _____ of Vantage at Hutto LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires: _____

[Seal]

Notary Public ★ State of Texas

EXHIBIT A to ~~IMPROVEMENT AREA #1~~ LANDOWNER AGREEMENT

Legal Description

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

94.560 Acres
Page 1 of 3

"EXHIBIT __"

DESCRIPTION OF 94.560 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 94.560 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954, Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, Hutto and Metcalfe Addition, a subdivision according to the plat of record in Book 66, Page 148, Deed Records of Williamson County, Texas, and as shown on the Revised Map of City of Hutto of record in Cabinet A, Slide 221, Plat Records of Williamson County, Texas, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found at the southeast corner of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 2, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 2, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 94.560 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A-1

~~BOUNDARIES OF IMPROVEMENT AREA #1~~
MA Durango Land

EXHIBIT A-2

~~BOUNDARIES OF IMPROVEMENT AREA #2~~
Meritage Land

EXHIBIT A-3

~~BOUNDARIES OF IMPROVEMENT AREA #3~~Vantage Land

EXHIBIT B to ~~IMPROVEMENT AREA #1~~ LANDOWNER AGREEMENT

Assessment Ordinance

EXHIBIT C to ~~IMPROVEMENT AREA #1~~ LANDOWNER AGREEMENT

Homebuyer Disclosure

~~COTTONWOOD CREEK~~
~~PUBLIC IMPROVEMENT DISTRICT~~
~~LOT TYPE __~~
~~HOMEBUYER DISCLOSURE~~

~~SECTION 5.014 TEXAS PROPERTY CODE NOTICE~~

~~NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF HUTTO, TEXAS, CONCERNING THE PROPERTY AT THE FOLLOWING STREET ADDRESS AND TAX ID:~~

~~Street Address~~

~~Tax ID~~

~~As the purchaser of this parcel of residential real property located in a public improvement district, you are obligated to pay an Assessment to the City of Hutto, Texas for improvement projects undertaken by the Cottonwood Creek Public Improvement District under Subchapter A, Chapter 372, Local Government Code. Information about the Assessment (such as its due date, the amount of the Assessment, or how it is paid) may be obtained by contacting the City. The Assessment against your parcel may be paid in full at any time together with interest through the date of payment. If you do not elect to pay the Assessment in full, it will be due and payable in annual installments, including interest and collection costs. The amount of the Assessments is subject to change. Your failure to pay the Assessment or any annual installment could result in a lien on and the foreclosure of your property.~~

~~Date: _____~~

_____

Purchaser

[TO BE ADDED AFTER SAP DISTRIBUTED]

Document comparison by Workshare 9 on Thursday, August 12, 2021 9:55:33 AM

Input:	
Document 1 ID	file://G:\Client\Lennar.SCM\Cottonwood - Hutto\PID\Landowner Agreement\FINAL.Cottonwood Creek Landowner Agreement#1.5.27.21.docx
Description	FINAL.Cottonwood Creek Landowner Agreement#1.5.27.21
Document 2 ID	G:\Client\MA Partners.SCM\Durango Downs (Farms)\PID\Landowner Agreement\Durango Farms Landowner Agreement.8.12.21.Council Packet.docx
Description	G:\Client\MA Partners.SCM\Durango Downs (Farms)\PID\Landowner Agreement\Durango Farms Landowner Agreement.8.12.21.Council Packet.docx
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	236
Deletions	187
Moved from	0
Moved to	0
Style change	0

Format changed	0
Total changes	423

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

LANDOWNER AGREEMENT
AND NOTICE OF SPECIAL ASSESSMENTS

Among and between

THE CITY OF HUTTO, TEXAS

and

MA DURANGO FARMS, LLC, a Texas limited liability company

and

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company
and

VANTAGE AT HUTTO, LLC, a Texas limited liability company

Dated as of:

September 16, 2021

LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS
(Durango Farms Public Improvement District)

This **LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS** (the "**Agreement**") is entered into among the CITY OF HUTTO, TEXAS, a home-rule municipal corporation of the State of Texas (the "**City**"), MA Durango Farms, LLC ("**MA Durango**"), Meritage Homes of Texas, LLC ("**Meritage**"), and Vantage at Hutto, LLC ("**Vantage**") (MA Durango, Meritage, and Vantage each a "**Landowner**" and collectively the "**Landowners**") (the City and each Landowner individually a "**Party**" or collectively the "**Parties**"). This Agreement shall be effective on the latest date it is executed by all the Parties.

RECITALS

WHEREAS, the Landowners, own approximately 105.6 acres of land located in Hutto, Williamson County, Texas which is more particularly described in "**Exhibits A-1, A-2 and A-3**" attached hereto (the "**Land**"), with MA Durango owning approximately ___ acres (as shown in Exhibit A-1), Meritage owning approximately __ acres (as shown in Exhibit A-2), and Vantage owning approximately ___ acres (as shown in Exhibit A-3) [NOTE – EXACT ACREAGE TO BE FILLED IN AT TIME OF EXECUTION]; and

WHEREAS, the Landowners, collectively, own all of the land within the District totaling approximately 105 acres; and

WHEREAS, on August 6, 2020, the City Council of the City (the "**City Council**") passed and approved Resolution No. R-2020-068 authorizing the creation of the Durango Farms Public Improvement District (the "**District**") pursuant to Chapter 372 of the Texas Local Government Code (the "**PID Act**"), with the boundaries of such District being coterminous with the boundaries of the Land; and

WHEREAS, MA Durango and the City entered into that certain Durango Farms Public Improvement District Financing and Reimbursement Agreement on even date herewith (as such agreement may be amended from time to time as provided therein, the "**PID Financing Agreement**"), relating to, among other matters, the construction of the "**Authorized Improvements**" as defined therein, the levy of assessments within the Land, the reimbursement of the Landowner for the costs of the Authorized Improvements and the issuance of revenue bonds secured by such assessments ("**PID Bonds**") and to which Vantage and Meritage signed as consenting parties;

WHEREAS, the Authorized Improvements will confer benefit to the District; and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the "**Assessment Ordinance**") that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, (the "**Special Assessments**"), and established the dates upon which interest on the Special Assessments will begin to accrue and upon which collection of the Special Assessments will begin; and [NOTE – ORDINANCE NUMBER TO BE PROVIDED AT TIME OF ASSESSMENT]

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Special Assessments against certain parcels within the boundaries of the District to finance the Authorized Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, a copy of the Assessment Ordinance is attached hereto as **"Exhibit B**"; and

WHEREAS, the Service and Assessment Plan includes an "**Assessment Roll**" setting forth, among other things, the amount of the Special Assessment for each parcel subject to a Special Assessment (an "**Assessed Parcel**"), including the amount of the "**Annual Installment**" (as that term is defined in the Service and Assessment Plan) for each Special Assessment paid in installments; and

WHEREAS, terms not defined herein shall have the definitions assigned to them in the Service and Assessment Plan.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
APPROVAL OF AGREEMENTS

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II
AGREEMENT OF LANDOWNERS

A. Landowners ratify, confirm, accept, agree to, and approve:

(i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Parcels;

(ii) the location and construction of the Authorized Improvements;

(iii) the determinations and findings of special benefit to the Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Landowners consent, acknowledge, accept, and agree:

(i) to the Special Assessments to be levied against the applicable Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Authorized Improvements and administration and operation of the District confer a special benefit on the Assessed Parcels in an amount that exceeds the Special Assessments against the Assessed Parcels as shown on the Assessment Roll;

(iii) that the Special Assessments against the Assessed Parcels are final, conclusive, and binding upon each Landowner and their respective successors and assigns;

(iv) to pay the Special Assessments and Annual Installments against the Assessed Parcels they each respectively own when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Special Assessment or reassessment against the Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether the owner is named;

(vi) that the Special Assessment liens on the Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Special Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Special Assessments against the Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Parcel may pay at any time the entire Special Assessment against the Assessed Parcel, with interest that has accrued on the Special Assessment to the date of such payment; however, prior to the approval of a final subdivision plat, the City, or its designated third party administrator of the District, shall certify that the final plat will not cause the Special Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Parcel by a final subdivision plat causes the Special Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Special Assessment for each Assessed Parcel that exceeds the applicable Maximum Assessment for such lot type in an amount sufficient to reduce the Special 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 Special Assessments.

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that each Landowner has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on August 6, 2020 and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on September 16 2021, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, each Landowner hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Williamson County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Landowner's Assessed Parcels by the Assessment Ordinance.

C. Landowners hereby waive:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Special Assessments, and determining the amount of the Annual Installments of the Special Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Special Assessments and determining the amount of the Annual Installments of the Special Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Special Assessments and determining the amount of the Annual Installment of the Special Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Special Assessments or to any proceedings connected therewith.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property written notice of the district in substantially the form set forth on Exhibit C hereto. The seller is required to deliver the notice to the

purchaser before execution of an executory contract binding the purchaser to purchase the property.

B. As the property in the District is developed, a notice substantially in the form as the notice attached hereto as Exhibit "C" (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Parcel located in the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
SPECIAL COVENANTS AND WARRANTIES OF LANDOWNERS

A. MA Durango.

MA Durango represents and warrants to the City as follows:

(i) MA Durango is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by MA Durango hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, MA Durango and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the MA Durango constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which MA Durango is a party, or by which MA Durango or MA Durango's Assessed Parcels are otherwise bound.

(iv) MA Durango is the sole owner of each Assessed Parcel shown on Exhibit A-1 to this Agreement.

(vi) No Assessed Parcel owned by MA Durango is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vii) MA Durango covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such

documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such MA Durango by virtue of execution thereof.

B. Meritage.

Meritage represents and warrants to the City as follows:

(i) Meritage is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Meritage hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Meritage and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Meritage constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Meritage is a party, or by which Meritage or Meritage's Assessed Parcels are otherwise bound.

(iv) Meritage is the sole owner of each Assessed Parcel shown on Exhibit A-2 to this Agreement.

(v) No Assessed Parcel owned by Meritage is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Meritage covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Meritage by virtue of execution thereof.

C. Vantage.

Vantage represents and warrants to the City as follows:

(i) Vantage is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and

authority to enter into this Agreement, and to perform all the obligations required to be performed by Vantage hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Vantage and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Vantage constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Vantage is a party, or by which Vantage or Vantage's Assessed Parcel is otherwise bound.

(iv) Vantage is the sole owner of each Assessed Parcel shown on Exhibit A-3 to this Agreement.

(v) No Assessed Parcel owned by Vantage is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Vantage covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Vantage by virtue of execution thereof.

C. Waiver of Claims Concerning Public Improvements. The Landowners, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waive any claims against the City and its successors, assigns and agents, pertaining to the installation of the Public Improvements that are not based on the intentional misconduct or sole gross negligence by the City or its successors, assigns, and agents.

ARTICLE V
OWNERSHIP, CONSTRUCTION AND DEDICATION OF AUTHORIZED IMPROVEMENTS

Landowners acknowledge that the Authorized Improvements, together with the land, easements, or other rights-of-way needed for the Authorized Improvements, will be determined in

accordance with the provisions of the PID Financing Agreement and Landowners will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the Property.

Any subsequent owner of an Assessed Parcel hereby agrees, upon the request of the City or the Landowner which has conveyed the Assessed Parcel in question, to grant and convey to the City or Landowners and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Property, to stage on the Property construction trailers, building materials and equipment to be used in connection with such construction of the Public Improvements and for passage and use over and across parts of the Property as shall be reasonably necessary during the construction of the Public Improvements. Any subsequent owner of an Assessed Parcel may require that each contractor constructing the Public Improvements cause such owner of an Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of an Assessed Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Public Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat dedicating the Public Improvements and underlying Property for that Assessed Parcel in the real property records of Williamson County.

Landowners hereby agree that any right or condition imposed by the PID Financing Agreement, with respect solely to the Special Assessment and the levy thereof, has been satisfied as of the date hereof, and that Landowners shall not have any rights or remedies against the City under the PID Financing Agreement, or under any law or principles of equity concerning the Special Assessments, each and solely with respect to (i) the formation of the District, (ii) approval of the Service and Assessment Plan and (iii) the City's levy of the Special Assessments.

ARTICLE VI
MISCELLANEOUS

A. Notices. Any notice or other communication (a "**Notice**") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Parcels shall only be given to the Landowner that owns the applicable Assessed Parcels. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to MA Durango:

MA Durango Farms, LLC
Attn: Wyatt Henderson
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634

With a copy to:

Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 West 6th Street, Suite 1300
Austin, Texas 78701
E-Mail: SMetcalfe@mwswtexas.com

If to Meritage: Meritage Homes of Texas, LLC
Attn: Elliot Jones
8920 Business Park Dr., Suite 350
Austin, TX 78759

If to Vantage: Vantage at Hutto, LLC
Attn: David Starr
7334 Blanco Road, Suite 200
San Antonio, Texas 78216

If to City: City of Hutto
Attn: City Manager
500 West Live Oak Street
Hutto, Texas 78634
Email: warren.hutmacher@huttotx.gov

With a copy to:
Bojorquez Law Firm, PC
Attn: Alan Bojorquez, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallaywers.com

B. Parties in Interest. In the event of the sale or transfer of an Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the transferring or selling Landowner with respect to such Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Williamson County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Parcel upon payment in full of the Special Assessment against the Assessed Parcel.

F. Israel Boycott. Each Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Each Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with such Landowner and exists to make a profit.

G. Foreign Terrorist Organization. Each Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes each Landowner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with such Landowner and exists to make a profit.

H. Firearm Entity Boycott. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, each Landowner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing

verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Each Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Landowner and exists to make a profit.

I. Energy Company Boycott. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, each Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Each Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Landowner and exists to make a profit.

J. Form 1295. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, a party must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time it submits a signed contract to the City (as further described by the Texas Ethics Commission website via the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Parties acknowledge that Meritage is not required to submit a Disclosure of Interested Parties because it is publicly traded, and no such filing by Meritage shall be required.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021

(SEAL) _____
Notary Public, State of Texas

[SIGNATURE PAGE TO LANDOWNER AGREEMENT]

MA Durango:

MA Durango Farms LLC,
a Texas limited liability company

By:_____
Name: Wyatt Henderson
Title: Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

Meritage:

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By:_____
Name: Elliot Jones
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Elliot Jones, Vice President of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

Vantage:

Vantage at Hutto LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, _____ of Vantage at Hutto LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

EXHIBIT A to LANDOWNER AGREEMENT

Legal Description

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

94.560 Acres
Page 1 of 3

"EXHIBIT __"

DESCRIPTION OF 94.560 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 94.560 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954, Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, Hutto and Metcalfe Addition, a subdivision according to the plat of record in Book 66, Page 148, Deed Records of Williamson County, Texas, and as shown on the Revised Map of City of Hutto of record in Cabinet A, Slide 221, Plat Records of Williamson County, Texas, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found at the southeast corner of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 2, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 2, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 94.560 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A-1

MA Durango Land

EXHIBIT A-2
Meritage Land

EXHIBIT A-3
Vantage Land

EXHIBIT B to LANDOWNER AGREEMENT

Assessment Ordinance

EXHIBIT C to LANDOWNER AGREEMENT

Homebuyer Disclosure
[TO BE ADDED AFTER SAP DISTRIBUTED]

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-124 determining costs of authorized improvements for the Durango Farms Public Improvement District and ordering the filing of an assessment roll with the City Secretary to make available to the public in compliance with Texas Local Government Code Chapter 372; calling a public hearing on the levy of assessments on property located within the Durango Farms Public Improvement District to pay such costs and directing the City Secretary to publish and mail notice of the public hearing in accordance with Texas Local Government code Chapter 372; and related matters; and providing an effective date. (City Attorney - D. Palumbo)

Meeting: Thursday, August 19, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Cost Determination Resolution Durango Farms PID 08.12.2021 (002)
2. 2021-8-13_HUT_DURANGO FARMS_PSAP

RESOLUTION NO. R-2021-124

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED ASSESSMENT ROLL, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Hutto, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district;

WHEREAS, Jerry Wayne Roznovak and Nadine Carole Johnson filed with the City Secretary of the City a petition (the "Petition") requesting the establishment of a public improvement district;

WHEREAS, after providing all notices required by the Act and the Texas Government Code Chapter 551, the City Council on May 21, 2020 conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. R-2020-068 on August 6, 2020 (the "PID Creation Resolution") authorizing creation of the Hutto Durango Farms Public Improvement District ("District");

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the *Taylor Press* on August 15, 2021;

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan attached to this Resolution as **"Exhibit A"** and the Proposed Assessment Roll attached as **"Exhibit F"** to such Preliminary Service and Assessment Plan;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**";

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll, which is included as **"Exhibit F"** to the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A,**" cause the Proposed Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT:

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements set forth in the Preliminary Service and Assessment Plan attached to this

Resolution as "**Exhibit A**" are hereby approved.

(b) Proposed Assessment Roll. The Proposed Assessment Roll included in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A,**" stating the assessment against each parcel of assessable land in the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that the Proposed Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

Section 3. City Council hereby authorizes and directs City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

Section 4. The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately from and after its passage.

EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Assessment Roll)

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO on the 19th day of AUGUST, 2021 on vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

ATTEST:

By:_____
Holly Nagy, City Secretary

EXHIBIT A

(Preliminary Service and Assessment Plan – including the Proposed Assessment Roll)

Durango Farms
Public Improvement District

SERVICE AND ASSESSMENT PLAN

AUGUST 13, 2021

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INTRODUCTION

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

On August 6, 2020, the City passed and approved Resolution No. R-2020-068 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 105.114 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit M** and as depicted by the map on **Exhibit A**.

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**.

SECTION I: DEFINITIONS

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

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest charged on the 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 responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/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 that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

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

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

"Authorized Improvements" mean improvements authorized by Section 372.003 of the PID Act, including Section 1 Improvements, Section 2 Improvements, Major Improvements, and District Formation and Bond Issuance Costs.

"City" means the City of Hutto, Texas.

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

"County" means Williamson County, Texas.

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

"Developer" means MA Durango Farms, LLC, a Texas limited liability company.

"District" means the approximately 105.114 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit M** and as depicted by the map on **Exhibit A**.

"District Formation and Bond Issuance Costs" mean the costs associated with forming the District and 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, first year's Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of PID Bonds.

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

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

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

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

"Lot Type 1" means a Lot designated as a 45' residential lot by the Owner, as shown on the map attached as **Exhibit I**.

"Lot Type 2" means a Lot designated as a 50' residential lot by the Owner, as shown on the map attached as **Exhibit I**.

"Lot Type 3" means a Lot designated as a 60' residential lot by the Owner, as shown on the map attached as **Exhibit I**.

"Lot Type Multi-Family" means a Lot designated as a multi-family residential lot by the Owner, as shown on the map attached as **Exhibit I**.

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

"Major Improvements" mean the Authorized Improvements that benefit the entire District and are allocated pro rata to Section 1 and Section 2 based on Estimated Buildout Value, as shown on **Exhibit Q.** The Major Improvements are depicted on **Exhibit H**.

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

"Meritage" means Meritage Homes of Texas, LLC, an Arizona limited liability company.

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

"Owner(s)" means the owners of the Assessed Parcels in the District at the time the Assessments are levied, being (1) the Developer, (2) Meritage, and (3) Vantage.

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

"Phase 1 Plat" means the Durango Farms Phase 1 Final Plat, as shown on **Exhibit J**.

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

"PID Bonds" mean those certain "City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District)", and any other bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

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

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

"Section 1" means the approximately 94.593 acres within the District inside the corporate limits of the City and west of FM 1660, as described legally by metes and bounds on **Exhibit N** and as depicted by the map on **Exhibit A**.

"Section 1 Improvements" mean Authorized Improvements that only benefit Section 1, as depicted on **Exhibit H**.

"Section 1 Phase 1" means that portion of Section 1 platted by the Phase 1 Plat.

"Section 1 Phase 2" means the approximately 23.479 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit O**.

"Section 1 Projects" means the Section 1 Improvements, Section 1's allocable share of the Major Improvements, and Section 1's allocable share of District Formation and Bond Issuance Costs.

"Section 2" means the approximately 10.521 acres within the District inside the corporate limits of the City, and east of FM 1660, as described legally by metes and bounds on **Exhibit P** and as depicted by the map on **Exhibit A**.

"Section 2 Improvements" mean Authorized Improvements that only benefit Section 2, as depicted on **Exhibit H**.

"Section 2 Projects" means the Section 2 Improvements, Section 2's allocable share of the Major Improvements, and Section 2's allocable share of District Formation and Bond Issuance Costs.

"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.

“Vantage” means Vantage at Hutto, LLC, a Texas limited liability company.

SECTION II: THE DISTRICT

The District includes approximately 105.114 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit M** and as depicted by the map on **Exhibit A**. Development of the District is anticipated to include 248 single-family homes, 388 multi-family units, and approximately 20,000 square feet of commercial space.

Section 1 includes approximately 94.593 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit N** and as depicted by the map on **Exhibit A**. Development of Section 1 is anticipated to include 248 single-family homes, 288 multi-family units, and approximately 20,000 square feet of commercial space. Section 1 is partially composed of Section 1 Phase 1, platted by the Phase 1 Plat, with the remainder of Section 1 in Section 1 Phase 2.

Section 2 includes approximately 10.521 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit P** and as depicted by the map on **Exhibit A**. Development of Section 2 is anticipated to include 100 multi-family units.

SECTION III: AUTHORIZED IMPROVEMENTS

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

A. Section 1 Improvements

- *Streets*
  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation and embankment, erosion control, retaining walls, intersections, signage, lighting, and sleeving are included. The street improvements will provide street access to each Lot within Section 1.

- *Water*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion

control and all necessary appurtenances required to provide water service to all Lots within Section 1.

- *Wastewater*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Section 1.

- *Drainage*
  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Section 1.

- *Erosion Control, Excavation, and Embankment*
  Improvements including stabilized construction entrance, silt fencing, inlet protection, permanent erosion control by applying top soil and hydromulch in all disturbed areas, dry stack walls, clearing and grubbing of all right of ways and alleys and excavating all right of ways, alleys and wet utilities, onsite storage of materials and import and haul off of materials, as necessary.

- *Detention Pond*
  Improvements including walls, outfall structures, access ramps, gates, signage and all necessary appurtenances required to create detention ponds within Section 1.

- *Soft Costs/Contingency*
  Includes 15% soft costs (inclusive of 4% construction management fee), 5% contingency for bid improvements, and 10% contingency for non-bid improvements.

B. Section 2 Improvements

- *Water*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Section 2.

- *Wastewater*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion

control and all necessary appurtenances required to provide wastewater service to all Lots within Section 2.

- *Drainage*
  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Section 2.

- *Erosion Control, Excavation, and Embankment*
  Improvements including stabilized construction entrance, silt fencing, inlet protection, permanent erosion control by applying top soil and hydromulch in all disturbed areas, dry stack walls, clearing and grubbing of all right of ways and alleys and excavating all right of ways, alleys and wet utilities, onsite storage of materials and import and haul off of materials, as necessary.

- *Soft Costs/Contingency*
  Includes 15% soft costs (inclusive of 4% construction management fee), 5% contingency for bid improvements, and 10% contingency for non-bid improvements.

C. Major Improvements

- *FM 1660*
  Improvements including permanently changing the existing 3 way traffic signal into a four way traffic signal and other general intersection improvements, including adding turn lanes and deceleration lanes accomplished by the widening of the pavement sections north and south of the existing intersection. The FM 1660 improvements will be owned and operated by TXDOT.

D. District Formation and Bond Issuance Costs

- *Debt Service Reserve Requirement*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in the Indenture.

- *Underwriter's Discount*

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

- *Cost of Issuance*
  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 directly associated with forming the District including 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

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

Exhibit D summarizes the sources and uses of funds required to construct certain 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 requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides

the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that (a) 100% of the Section 1 Improvements be allocated to Section 1, based on the benefits received by such parcel, and (b) 90.73% of the Major Improvements and Bond Issuance and District Formation Costs be allocated to Section 1 based on Estimated Buildout Value as shown on **Exhibit Q**. The City Council has further determined that (a) 100% of the Section 2 Improvements be allocated to Section 2, based on the benefits received by such parcel, and (b) 9.27% of the Major Improvements and Bond Issuance and District Formation Costs be allocated to Section 2 based on Estimated Buildout Value as shown on **Exhibit Q**. The City Council has further determined that, within Section 1 and Section 2, the Assessments and the costs of the allocated Authorized Improvements shall be allocated based on Estimated Buildout Value as shown on **Exhibit Q**.

B. Assessments

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

The Maximum Assessment for each Lot Type is shown on **Exhibit G**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

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:

- *Section 1*
  - The cost of the Section 1 Projects equals $11,627,606 as shown on **Exhibit B**; and
  - The Assessed Property within Section 1 receives special benefit equal to or greater than the Section 1 Projects; and

- The Assessed Property within Section 1 was allocated 100% of the Assessments levied for the Section 1 Projects, which equals $9,077,124 as shown on **Exhibit Q;** and
- The special benefit (≥ $11,627,606) received by the Assessed Property within Section 1 from the Section 1 Projects is greater than the amount of Assessments ($9,077,124) levied on the Assessed Property within Section 1 for the Section 1 Projects, and that the special benefit received by each Lot or Parcel within Section 1 is greater than the amount of Assessment for such Lot or Parcel, as shown on the Assessment Roll in Exhibit E; and
- At the time the City Council approved the Assessment Ordinance, the Owners owned 100% of the Assessed property within Section 1. In a Landowner Agreement with the City, the Owners acknowledged that the Section 1 Projects confer a special benefit on the Assessed Property within Section 1 and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein, and (2) the levying of the Assessments on Assessed property within Section 1.

- *Section 2*
  - The cost of the Section 2 Projects equals $1,090,968 as shown on **Exhibit B**; and
  - The Assessed Property within Section 2 receives special benefit equal to or greater than the Section 2 Projects; and
  - The Assessed Property within Section 2 was allocated 100% of the Assessments levied for the Section 2 Projects, which equals $927,876 as shown on **Exhibit Q;** and
  - The special benefit (≥ $1,090,968) received by the Assessed Property within Section 2 from the Section 2 Projects is greater than the amount of Assessments ($927,876) levied on the Assessed Property within Section 2 for the Section 2 Projects; and
  - At the time the City Council approved the Assessment Ordinance, the Developer owned 100% of the Assessed property within Section 2. In a Landowner Agreement with the City, the Developer acknowledged that the Section 2 Projects confer a special benefit on the Assessed property within Section 2 and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein, and (2) the levying of the Assessments on Assessed property within Section 2.

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 based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

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

2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property
E= the number of Lots with the same Lot Type

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

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

3. Upon Consolidation

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

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

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat, approval of a site development plan, issuance of a building permit , or any other action that determines the number of units or square feet of commercial to be constructed causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision, site development plan, building permit, or other action must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

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

D. Reduction of Assessments

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

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

E. Prepayment of Assessments

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

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the

Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

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

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

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.

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), 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 F** shows the projected Annual Installments for the District. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or

otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

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

B. Amendments

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

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

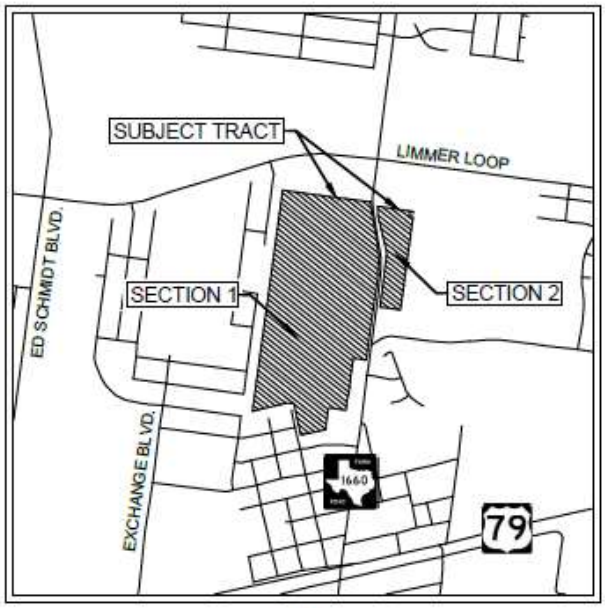
D. Severability

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

LIST OF EXHIBITS

Exhibit A	District, Section 1, and Section 2 Boundary Map
Exhibit B	Authorized Improvements
Exhibit C	Service Plan – Five Year Plan
Exhibit D	Service Plan – Sources and Uses
Exhibit E	Assessment Roll
Exhibit F	Annual Installments
Exhibit G	Maximum Assessment per Lot Type
Exhibit H	Map of Authorized Improvements
Exhibit I	Lot Type Classification Map
Exhibit J	Phase 1 Final Plat
Exhibit K	Notice of PID Assessment Termination
Exhibit L-1	Lot Type 1 Disclosure
Exhibit L-2	Lot Type 2 Disclosure
Exhibit L-3	Lot Type 3 Disclosure
Exhibit L-4	Section 2 Disclosure
Exhibit L-5	Lot 1, Block A Durango Farms Phase 1 Disclosure
Exhibit L-6	Lot 25, Block H Durango Farms Phase 1 Disclosure
Exhibit M	District Legal Description
Exhibit N	Section 1 Legal Description
Exhibit O	Section 1 Phase 2 Legal Description
Exhibit P	Section 2 Legal Description
Exhibit Q	Estimated Buildout Value and Original Assessment Allocation
Appendix A	Engineer's Report

EXHIBIT A – DISTRICT, SECTION 1, AND SECTION 2 BOUNDARY MAP



1" = 2,000'

DURANGO FARMS
LOCATION MAP

EXHIBIT B – AUTHORIZED IMPROVEMENTS

Authorized Improvements	Total Costs [a]	Section 1 %	Section 1 Cost	Section 2 %	Section 2 Cost
Section 1 Improvements					
Internal Streets [b]	$ 2,082,017	100.00%	$ 2,082,017	0.00%	$ -
Water	805,511	100.00%	805,511	0.00%	-
Wastewater	745,550	100.00%	745,550	0.00%	-
Drainage	2,066,718	100.00%	2,066,718	0.00%	-
Erosion Control, Excavation and Embankment	805,511	100.00%	805,511	0.00%	-
Detention Pond	467,775	100.00%	467,775	0.00%	-
Contingency [c]	460,595	100.00%	$ 460,595	0.00%	-
Soft Costs [d]	1,045,962	100.00%	1,045,962	0.00%	-
	$ 8,479,639		$ 8,479,639		$ -
Section 2 Improvements					
Water	96,533	0.00%	-	100.00%	96,533
Wastewater	900	0.00%	-	100.00%	900
Drainage	150,000	0.00%	-	100.00%	150,000
Erosion Control, Excavation and Embankment	367,910	0.00%	-	100.00%	367,910
Contingency [c]	61,534	0.00%	$ -	100.00%	61,534
Soft Costs [d]	92,301	0.00%	-	100.00%	92,301
	$ 769,178		$ -		$ 769,178
Major Improvements					
FM 1660 Improvements [e]	$ 1,924,202	90.73%	$ 1,745,749	9.27%	$ 178,453
	$ 1,924,202		$ 1,745,749		$ 178,453
District Formation and Bond Issuance Costs [f]					
Debt Service Reserve Fund	$ 578,930	90.73%	$ 525,239	9.27%	$ 53,691
Underwriter's Discount	300,150	90.73%	$ 272,314	9.27%	$ 27,836
Cost of Issuance	626,475	90.73%	$ 568,375	9.27%	$ 58,100
First Year Annual Collection Costs	40,000	90.73%	$ 36,290	9.27%	$ 3,710
	$ 1,545,555		$ 1,402,218		$ 143,337
Total	**$ 12,718,574**		**$ 11,627,606**		**$ 1,090,968**

Footnotes:

[a] Costs and Allocation per Engineer's Report

[b] Includes sleeving, street lighting, and paving.

[c] Contingency equals 5% for items that have a hard bid and 10% for items that have not been bid.

[d] Equals 15% of hard costs, inclusive of 4% construction management fee.

[e] Includes 20% contingency, PM, Engineering, Environmental, and Constuction Management Fee. Allocation based on Estimated Buildout Value, as shown on **Exhibit Q.**

[f] Allocated pro rata based on outstanding assessment

EXHIBIT C – SERVICE PLAN – FIVE YEAR PLAN

Durango Farms PID						
Annual Installments Due		**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**
Principal		$ 165,000.00	$ 128,000.00	$ 133,000.00	$ 139,000.00	$ 145,000.00
Interest		$ 405,202.50	$ 442,800.00	$ 437,040.00	$ 431,055.00	$ 424,800.00
	(1)	$ 570,202.50	$ 570,800.00	$ 570,040.00	$ 570,055.00	$ 569,800.00
Annual Collection Costs	(2)	$ 40,000.00	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29
Additional Interest	(3)	$ 50,025.00	$ 49,200.00	$ 48,560.00	$ 47,895.00	$ 47,200.00
Total Annual Installment	**(4)=(1)+(2)+(3)**	**$ 660,227.50**	**$ 660,800.00**	**$ 660,216.00**	**$ 660,398.32**	**$ 660,297.29**

EXHIBIT D – SERVICE PLAN – SOURCES AND USES

Sources of Funds		
PID Bond Par	$	10,005,000
Owner Contribution		2,713,574
Total Sources	**$**	**12,718,574**

Uses of Funds		
Section 1 Improvements	$	8,479,639
Section 2 Improvements		769,178
Major Improvements		1,924,202
	$	**11,173,019**
District Formation and Bond Issuance Costs		
Debt Service Reserve Fund	$	578,930
Underwriter's Discount		300,150
Cost of Issuance		626,475
First Year Annual Collection Costs		40,000
	$	**1,545,555**
Total Uses	**$**	**12,718,574**

EXHIBIT E – ASSESSMENT ROLL

Property ID	Lot Type		Outstanding Assessment	Annual Installment due 1/31/22
R600646	Lot Type Multi-Family	[a]	$ 927,876.13	$ 61,230.32
R330638	Section 1 Phase 2	[b]	$ 2,745,719.15	$ 181,189.33
R020279	Section 1 Phase 2	[b]	$ 75,705.85	$ 4,995.81
R601935	Lot Type Commercial	[c]	$ 306,735.91	$ 20,241.43
R601936	Lot Type 3		$ 27,104.41	$ 1,788.61
R601937	Lot Type 3		$ 27,104.41	$ 1,788.61
R601938	Lot Type 3		$ 27,104.41	$ 1,788.61
R601939	Lot Type 3		$ 27,104.41	$ 1,788.61
R601940	Lot Type 3		$ 27,104.41	$ 1,788.61
R601941	Lot Type 3		$ 27,104.41	$ 1,788.61
R601942	Lot Type 3		$ 27,104.41	$ 1,788.61
R601943	Lot Type 3		$ 27,104.41	$ 1,788.61
R601944	Lot Type 3		$ 27,104.41	$ 1,788.61
R601945	Lot Type 3		$ 27,104.41	$ 1,788.61
R601946	Lot Type 3		$ 27,104.41	$ 1,788.61
R601947	Lot Type 3		$ 27,104.41	$ 1,788.61
R601948	Lot Type 2		$ 25,954.15	$ 1,712.71
R601949	Lot Type 2		$ 25,954.15	$ 1,712.71
R601950	Lot Type 2		$ 25,954.15	$ 1,712.71
R601951	Lot Type 2		$ 25,954.15	$ 1,712.71
R601952	Lot Type 2		$ 25,954.15	$ 1,712.71
R601953	Lot Type 2		$ 25,954.15	$ 1,712.71
R601954	Lot Type 2		$ 25,954.15	$ 1,712.71
R601955	Lot Type 2		$ 25,954.15	$ 1,712.71
R601956	Lot Type 2		$ 25,954.15	$ 1,712.71
R601957	Lot Type 2		$ 25,954.15	$ 1,712.71
R601958	Lot Type 2		$ 25,954.15	$ 1,712.71
R601959	Non-Benefitted		$ -	$ -
R601960	Lot Type 2		$ 25,954.15	$ 1,712.71
R601961	Lot Type 2		$ 25,954.15	$ 1,712.71
R601962	Non-Benefitted		$ -	$ -
R601963	Non-Benefitted		$ -	$ -
R601969	Lot Type 2		$ 25,954.15	$ 1,712.71
R601970	Lot Type 2		$ 25,954.15	$ 1,712.71
R601971	Non-Benefitted		$ -	$ -
R601972	Lot Type 3		$ 27,104.41	$ 1,788.61
R601973	Lot Type 3		$ 27,104.41	$ 1,788.61
R601974	Lot Type 3		$ 27,104.41	$ 1,788.61
R601975	Lot Type 3		$ 27,104.41	$ 1,788.61
R601976	Lot Type 3		$ 27,104.41	$ 1,788.61
R601977	Lot Type 3		$ 27,104.41	$ 1,788.61
R601978	Non-Benefitted		$ -	$ -
R601979	Non-Benefitted		$ -	$ -
R601980	Lot Type 3		$ 27,104.41	$ 1,788.61
R601981	Lot Type 3		$ 27,104.41	$ 1,788.61

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/22
R601982	Lot Type 3	$ 27,104.41	$ 1,788.61
R601983	Lot Type 3	$ 27,104.41	$ 1,788.61
R601984	Lot Type 3	$ 27,104.41	$ 1,788.61
R601985	Lot Type 3	$ 27,104.41	$ 1,788.61
R601986	Lot Type 3	$ 27,104.41	$ 1,788.61
R601987	Lot Type 3	$ 27,104.41	$ 1,788.61
R601988	Lot Type 3	$ 27,104.41	$ 1,788.61
R601989	Lot Type 3	$ 27,104.41	$ 1,788.61
R601990	Lot Type 3	$ 27,104.41	$ 1,788.61
R601991	Lot Type 3	$ 27,104.41	$ 1,788.61
R601992	Lot Type 3	$ 27,104.41	$ 1,788.61
R601993	Lot Type 3	$ 27,104.41	$ 1,788.61
R601994	Non-Benefitted	$ -	$ -
R601995	Non-Benefitted	$ -	$ -
R601996	Lot Type 1	$ 22,696.92	$ 1,497.76
R601997	Lot Type 1	$ 22,696.92	$ 1,497.76
R601998	Lot Type 1	$ 22,696.92	$ 1,497.76
R601999	Lot Type 1	$ 22,696.92	$ 1,497.76
R602000	Lot Type 1	$ 22,696.92	$ 1,497.76
R602001	Lot Type 1	$ 22,696.92	$ 1,497.76
R602002	Lot Type 1	$ 22,696.92	$ 1,497.76
R602003	Lot Type 1	$ 22,696.92	$ 1,497.76
R602004	Lot Type 1	$ 22,696.92	$ 1,497.76
R602005	Lot Type 1	$ 22,696.92	$ 1,497.76
R602006	Lot Type 1	$ 22,696.92	$ 1,497.76
R602007	Lot Type 1	$ 22,696.92	$ 1,497.76
R602008	Lot Type 1	$ 22,696.92	$ 1,497.76
R602009	Lot Type 1	$ 22,696.92	$ 1,497.76
R602010	Lot Type 1	$ 22,696.92	$ 1,497.76
R602011	Lot Type 1	$ 22,696.92	$ 1,497.76
R602012	Lot Type 1	$ 22,696.92	$ 1,497.76
R602013	Lot Type 1	$ 22,696.92	$ 1,497.76
R602014	Lot Type 1	$ 22,696.92	$ 1,497.76
R602015	Lot Type 1	$ 22,696.92	$ 1,497.76
R602016	Lot Type 1	$ 22,696.92	$ 1,497.76
R602017	Lot Type 1	$ 22,696.92	$ 1,497.76
R602018	Lot Type 1	$ 22,696.92	$ 1,497.76
R602019	Lot Type 1	$ 22,696.92	$ 1,497.76
R602020	Lot Type 1	$ 22,696.92	$ 1,497.76
R602021	Lot Type 1	$ 22,696.92	$ 1,497.76
R602022	Lot Type 1	$ 22,696.92	$ 1,497.76
R602023	Lot Type 1	$ 22,696.92	$ 1,497.76
R602024	Lot Type 1	$ 22,696.92	$ 1,497.76
R602025	Lot Type 1	$ 22,696.92	$ 1,497.76
R602026	Lot Type 1	$ 22,696.92	$ 1,497.76

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/22
R602027	Lot Type 1	$ 22,696.92	$ 1,497.76
R602028	Lot Type 1	$ 22,696.92	$ 1,497.76
R602029	Lot Type 1	$ 22,696.92	$ 1,497.76
R602030	Lot Type 1	$ 22,696.92	$ 1,497.76
R602031	Lot Type 1	$ 22,696.92	$ 1,497.76
R602032	Lot Type 1	$ 22,696.92	$ 1,497.76
R602033	Lot Type 1	$ 22,696.92	$ 1,497.76
R602034	Lot Type 1	$ 22,696.92	$ 1,497.76
R602035	Lot Type 1	$ 22,696.92	$ 1,497.76
R602036	Lot Type 1	$ 22,696.92	$ 1,497.76
R602037	Lot Type 1	$ 22,696.92	$ 1,497.76
R602038	Lot Type 1	$ 22,696.92	$ 1,497.76
R602039	Lot Type 1	$ 22,696.92	$ 1,497.76
R602040	Lot Type 1	$ 22,696.92	$ 1,497.76
R602041	Lot Type 1	$ 22,696.92	$ 1,497.76
R602042	Lot Type 1	$ 22,696.92	$ 1,497.76
R602043	Lot Type 1	$ 22,696.92	$ 1,497.76
R602044	Lot Type 1	$ 22,696.92	$ 1,497.76
R602045	Lot Type 1	$ 22,696.92	$ 1,497.76
R602046	Lot Type 1	$ 22,696.92	$ 1,497.76
R602047	Lot Type 1	$ 22,696.92	$ 1,497.76
R602048	Lot Type 1	$ 22,696.92	$ 1,497.76
R602049	Lot Type 1	$ 22,696.92	$ 1,497.76
R602050	Non-Benefitted	$ -	$ -
R602051	Non-Benefitted	$ -	$ -
R602052	Lot Type 1	$ 22,696.92	$ 1,497.76
R602053	Lot Type 1	$ 22,696.92	$ 1,497.76
R602054	Lot Type 1	$ 22,696.92	$ 1,497.76
R602055	Lot Type 1	$ 22,696.92	$ 1,497.76
R602056	Lot Type 1	$ 22,696.92	$ 1,497.76
R602057	Lot Type 1	$ 22,696.92	$ 1,497.76
R602058	Lot Type 1	$ 22,696.92	$ 1,497.76
R602059	Lot Type 1	$ 22,696.92	$ 1,497.76
R602060	Lot Type 1	$ 22,696.92	$ 1,497.76
R602061	Lot Type 1	$ 22,696.92	$ 1,497.76
R602062	Lot Type 1	$ 22,696.92	$ 1,497.76
R602063	Lot Type 1	$ 22,696.92	$ 1,497.76
R602064	Lot Type 1	$ 22,696.92	$ 1,497.76
R602065	Lot Type 1	$ 22,696.92	$ 1,497.76
R602066	Lot Type 1	$ 22,696.92	$ 1,497.76
R602067	Lot Type 1	$ 22,696.92	$ 1,497.76
R602068	Lot Type 1	$ 22,696.92	$ 1,497.76
R602069	Lot Type 1	$ 22,696.92	$ 1,497.76
R602070	Lot Type 1	$ 22,696.92	$ 1,497.76
R602071	Lot Type 1	$ 22,696.92	$ 1,497.76

Property ID	Lot Type		Outstanding Assessment	Annual Installment due 1/31/22
R602072	Lot Type 1		$ 22,696.92	$ 1,497.76
R602073	Lot Type 1		$ 22,696.92	$ 1,497.76
R602074	Lot Type 1		$ 22,696.92	$ 1,497.76
R602075	Lot Type 1		$ 22,696.92	$ 1,497.76
R602076	Lot Type 1		$ 22,696.92	$ 1,497.76
R602077	Lot Type 1		$ 22,696.92	$ 1,497.76
R602078	Lot Type 1		$ 22,696.92	$ 1,497.76
R602079	Lot Type 1		$ 22,696.92	$ 1,497.76
R602080	Lot Type 1		$ 22,696.92	$ 1,497.76
R602081	Lot Type 1		$ 22,696.92	$ 1,497.76
R602082	Lot Type 1		$ 22,696.92	$ 1,497.76
R602083	Lot Type 1		$ 22,696.92	$ 1,497.76
R602084	Non-Benefitted		$ -	$ -
R602085	Lot Type Multi-Family	[d]	$ 2,672,283.26	$ 176,343.32
R602086	Non-Benefitted		$ -	$ -
R602087	Lot Type 1		$ 22,696.92	$ 1,497.76
R602088	Lot Type 1		$ 22,696.92	$ 1,497.76
R602089	Lot Type 1		$ 22,696.92	$ 1,497.76
Total			**$ 10,005,000.00**	**$ 660,227.50**

[a] Assumes 100 Multifamily units. If less than 100 units are constructed, a mandatory prepayment will be required.

[b] For billing purposes only, until a plat has been recorded within Section 1 Phase 2, the Annual Installment will be billed to each property ID within Section 1 Phase 2 based on the Williamson Central Appraisal District acreage.

[c] Assumes 20,000 square feet of commercial. If less than 20,000 square feet is constructed, a mandatory prepayment will be required.

[d] Assumes 288 Multifamily units. If less than 288 units are constructed, a mandatory prepayment will be required.

EXHIBIT F – ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest[1]	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2022	$ 165,000	$ 405,203	$ 50,025	$ 40,000	$ 660,228
1/31/2023	$ 128,000	$ 442,800	$ 49,200	$ 40,800	$ 660,800
1/31/2024	$ 133,000	$ 437,040	$ 48,560	$ 41,616	$ 660,216
1/31/2025	$ 139,000	$ 431,055	$ 47,895	$ 42,448	$ 660,398
1/31/2026	$ 145,000	$ 424,800	$ 47,200	$ 43,297	$ 660,297
1/31/2027	$ 151,000	$ 418,275	$ 46,475	$ 44,163	$ 659,913
1/31/2028	$ 158,000	$ 411,480	$ 45,720	$ 45,046	$ 660,246
1/31/2029	$ 165,000	$ 404,370	$ 44,930	$ 45,947	$ 660,247
1/31/2030	$ 172,000	$ 396,945	$ 44,105	$ 46,866	$ 659,916
1/31/2031	$ 180,000	$ 389,205	$ 43,245	$ 47,804	$ 660,254
1/31/2032	$ 188,000	$ 381,105	$ 42,345	$ 48,760	$ 660,210
1/31/2033	$ 197,000	$ 372,645	$ 41,405	$ 49,735	$ 660,785
1/31/2034	$ 205,000	$ 363,780	$ 40,420	$ 50,730	$ 659,930
1/31/2035	$ 215,000	$ 354,555	$ 39,395	$ 51,744	$ 660,694
1/31/2036	$ 224,000	$ 344,880	$ 38,320	$ 52,779	$ 659,979
1/31/2037	$ 235,000	$ 334,800	$ 37,200	$ 53,835	$ 660,835
1/31/2038	$ 245,000	$ 324,225	$ 36,025	$ 54,911	$ 660,161
1/31/2039	$ 256,000	$ 313,200	$ 34,800	$ 56,010	$ 660,010
1/31/2040	$ 268,000	$ 301,680	$ 33,520	$ 57,130	$ 660,330
1/31/2041	$ 280,000	$ 289,620	$ 32,180	$ 58,272	$ 660,072
1/31/2042	$ 293,000	$ 277,020	$ 30,780	$ 59,438	$ 660,238
1/31/2043	$ 307,000	$ 263,835	$ 29,315	$ 60,627	$ 660,777
1/31/2044	$ 321,000	$ 250,020	$ 27,780	$ 61,839	$ 660,639
1/31/2045	$ 336,000	$ 235,575	$ 26,175	$ 63,076	$ 660,826
1/31/2046	$ 351,000	$ 220,455	$ 24,495	$ 64,337	$ 660,287
1/31/2047	$ 367,000	$ 204,660	$ 22,740	$ 65,624	$ 660,024
1/31/2048	$ 384,000	$ 188,145	$ 20,905	$ 66,937	$ 659,987
1/31/2049	$ 402,000	$ 170,865	$ 18,985	$ 68,275	$ 660,125
1/31/2050	$ 421,000	$ 152,775	$ 16,975	$ 69,641	$ 660,391
1/31/2051	$ 441,000	$ 133,830	$ 14,870	$ 71,034	$ 660,734
1/31/2052	$ 461,000	$ 113,985	$ 12,665	$ 72,454	$ 660,104
1/31/2053	$ 483,000	$ 93,240	$ 10,360	$ 73,904	$ 660,504
1/31/2054	$ 506,000	$ 71,505	$ 7,945	$ 75,382	$ 660,832
1/31/2055	$ 529,000	$ 48,735	$ 5,415	$ 76,889	$ 660,039
1/31/2056	$ 554,000	$ 24,930	$ 2,770	$ 78,427	$ 660,127
Total	**$ 10,005,000**	**$ 9,991,238**	**$ 1,115,140**	**$ 1,999,779**	**$ 23,111,157**

[1] Interest on the PID Bonds is calculated at a 4.50% rate.

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

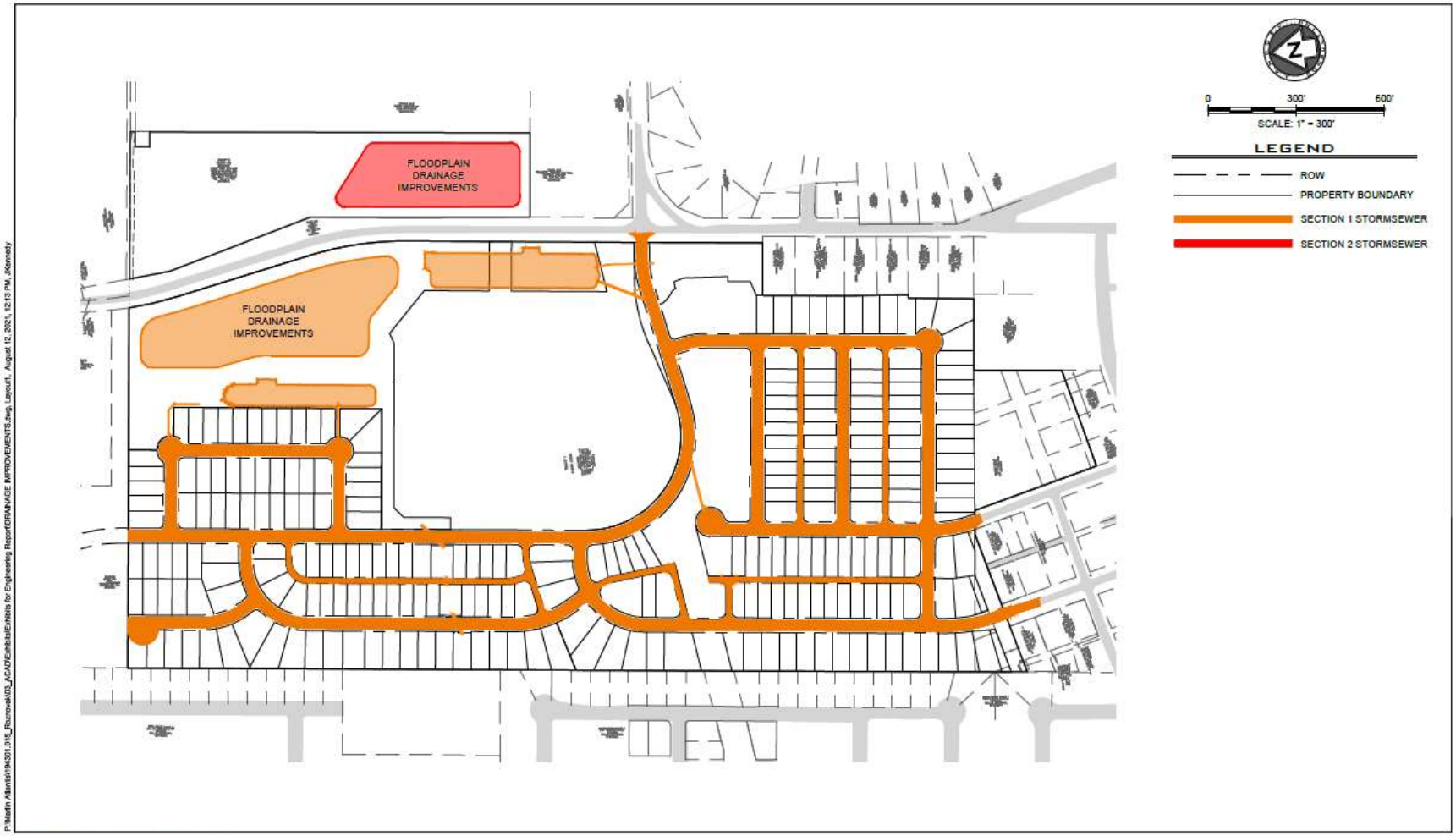
EXHIBIT G – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units	Total Assessment	Maximum Assessment
1	123	$ 2,791,722	$22,696.92 Per Lot
2	71	$ 1,842,745	$25,954.15 Per Lot
3	54	$ 1,463,638	$27,104.41 Per Lot
Multi-Family	388	$ 3,600,159	$9,278.76 Per Multi-Family Unit
Commercial	20,000	$ 306,736	$15.34 Per Building Square Foot
Total		**$ 10,005,000**	

EXHIBIT H – MAP OF AUTHORIZED IMPROVEMENTS

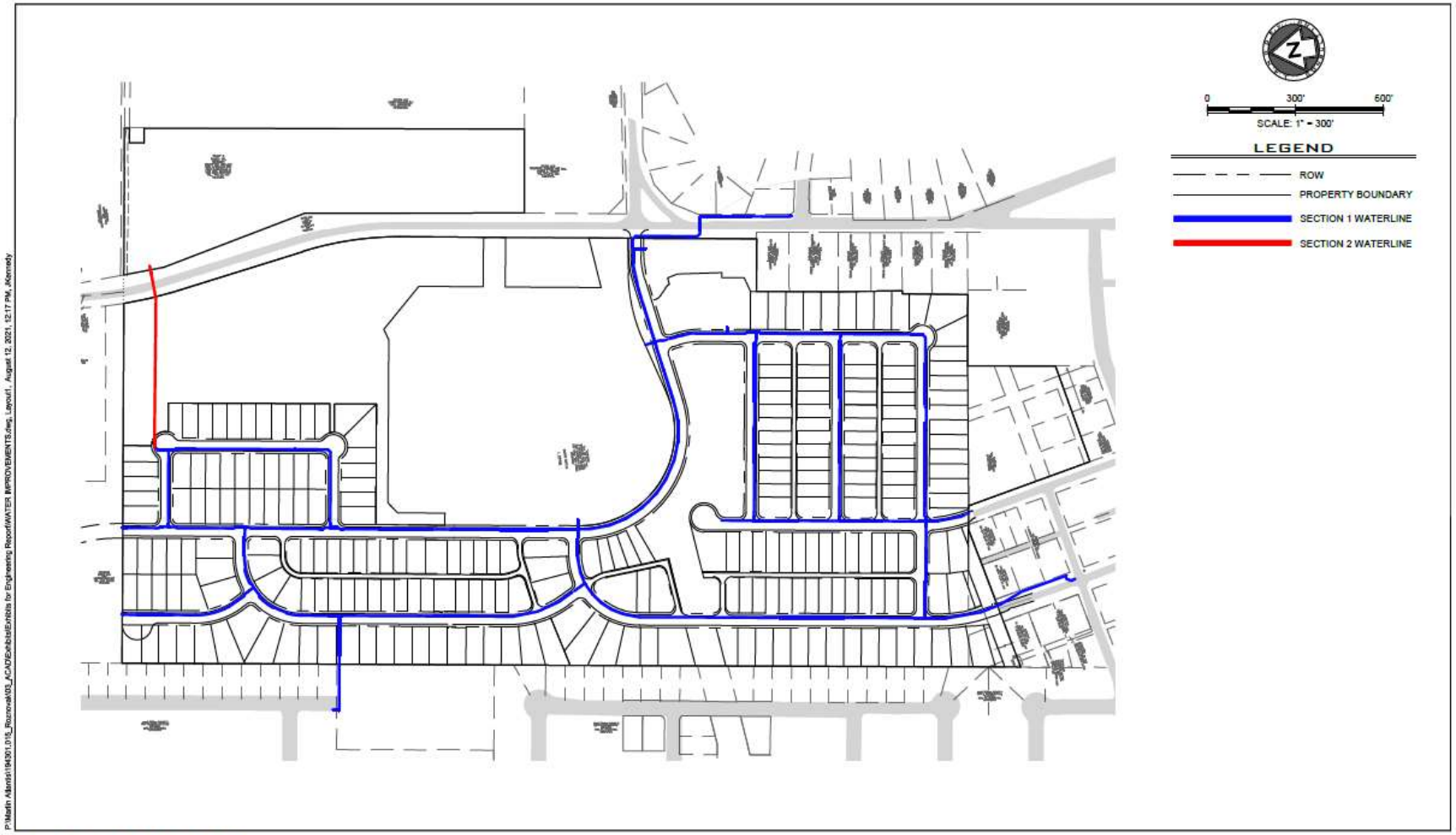
DURANGO FARMS

WASTEWATER
WILLIAMSON COUNTY, HUTTO, TEXAS
8/12/2021



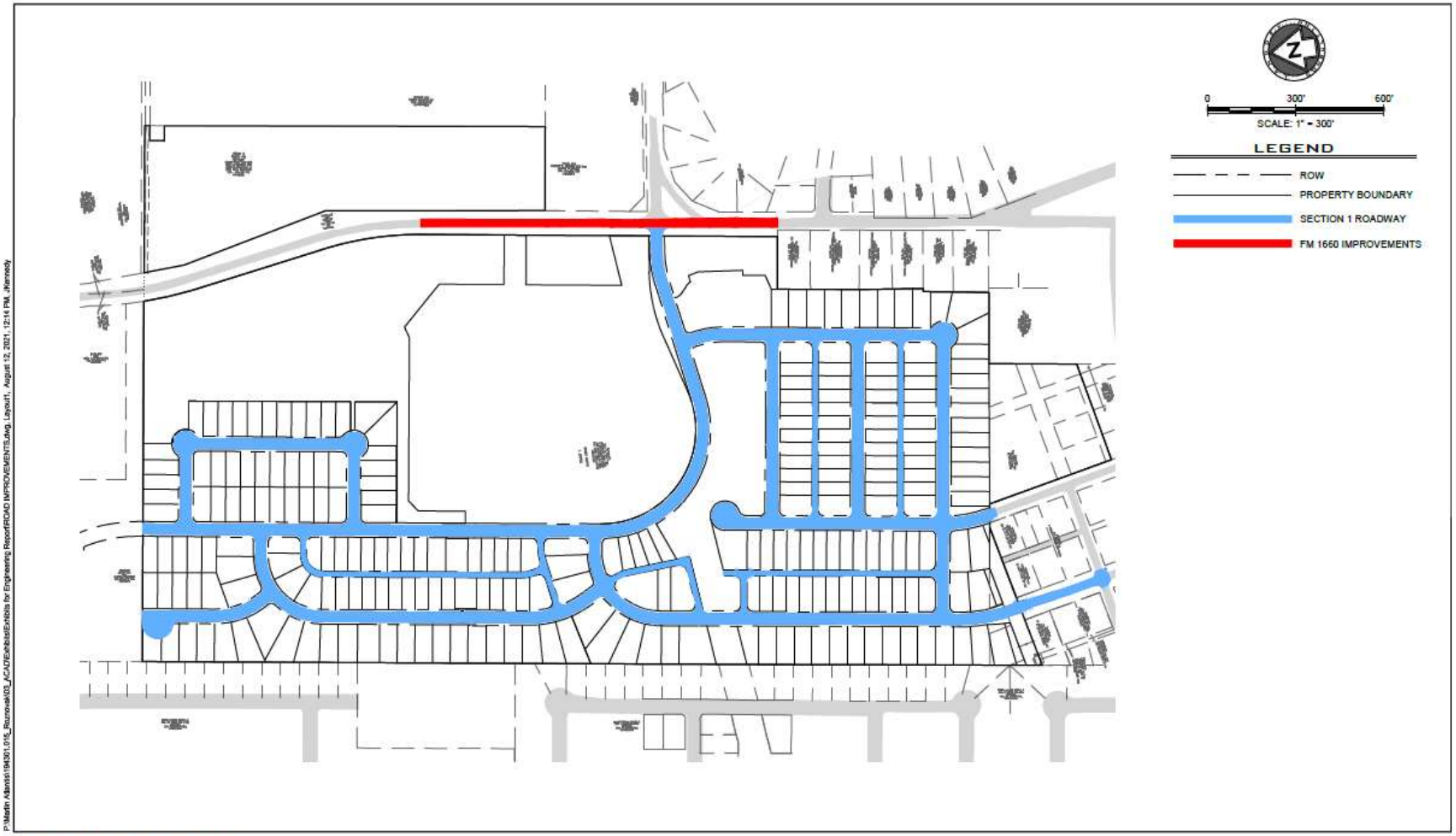
DURANGO FARMS

DRAINAGE
WILLIAMSON COUNTY, HUTTO, TEXAS
8/12/2021



DURANGO FARMS

POTABLE WATER
WILLIAMSON COUNTY, HUTTO, TEXAS
8/12/2021



DURANGO FARMS

STREETS
WILLIAMSON COUNTY, HUTTO, TEXAS
8/12/2021

EXHIBIT I – LOT TYPE CLASSIFICATION MAP BY PHASE

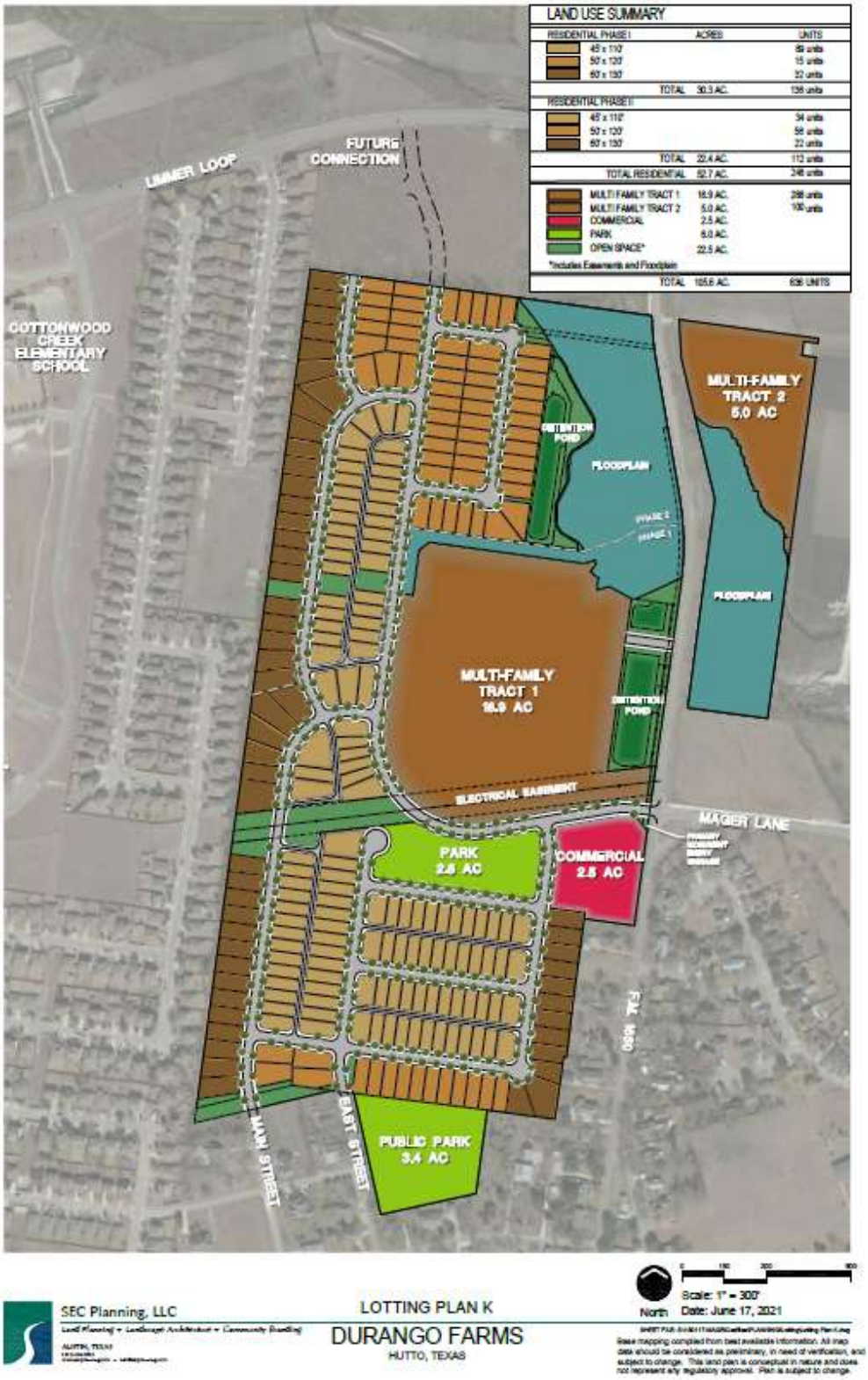
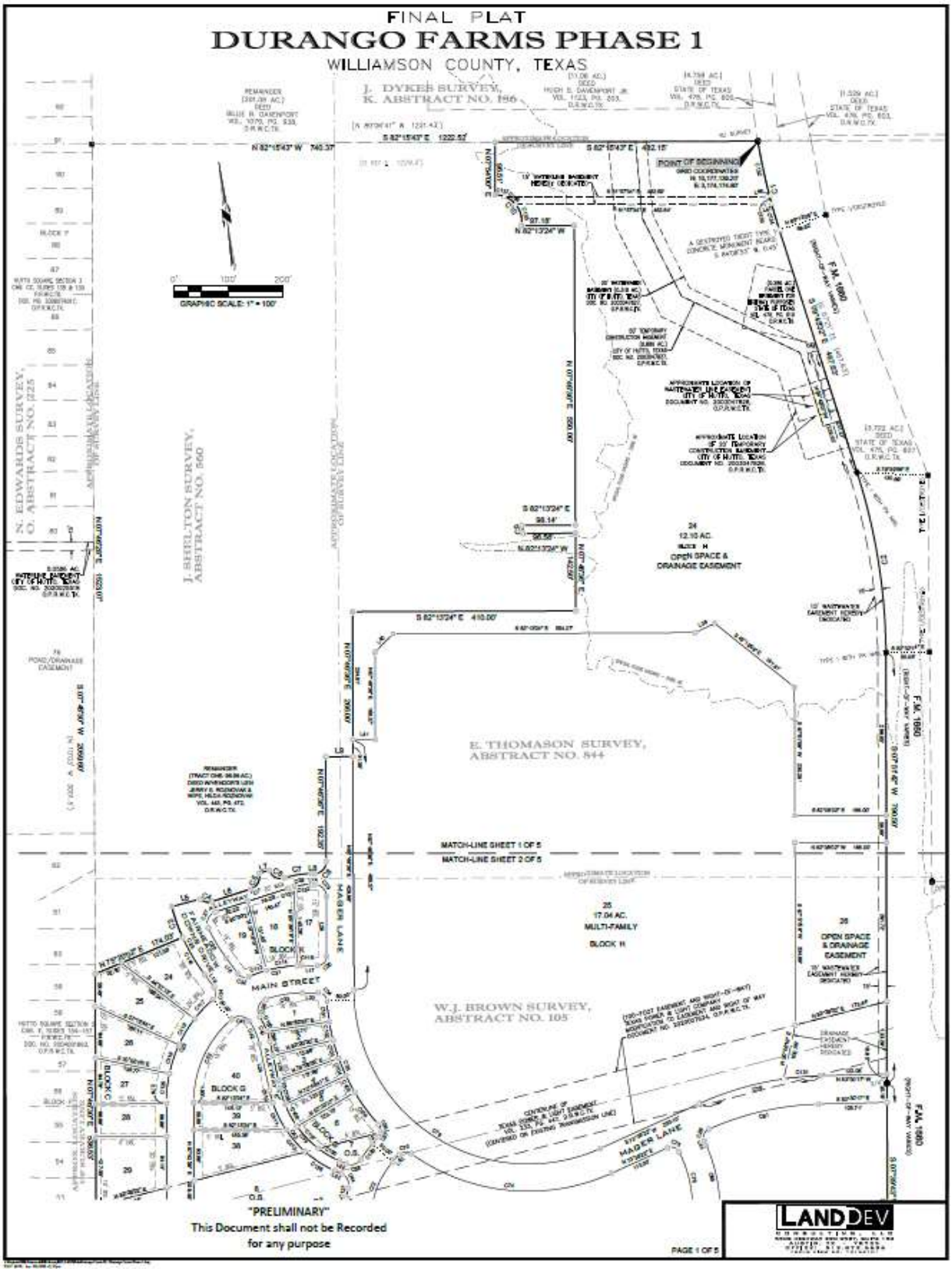


EXHIBIT J – PHASE 1 FINAL PLAT



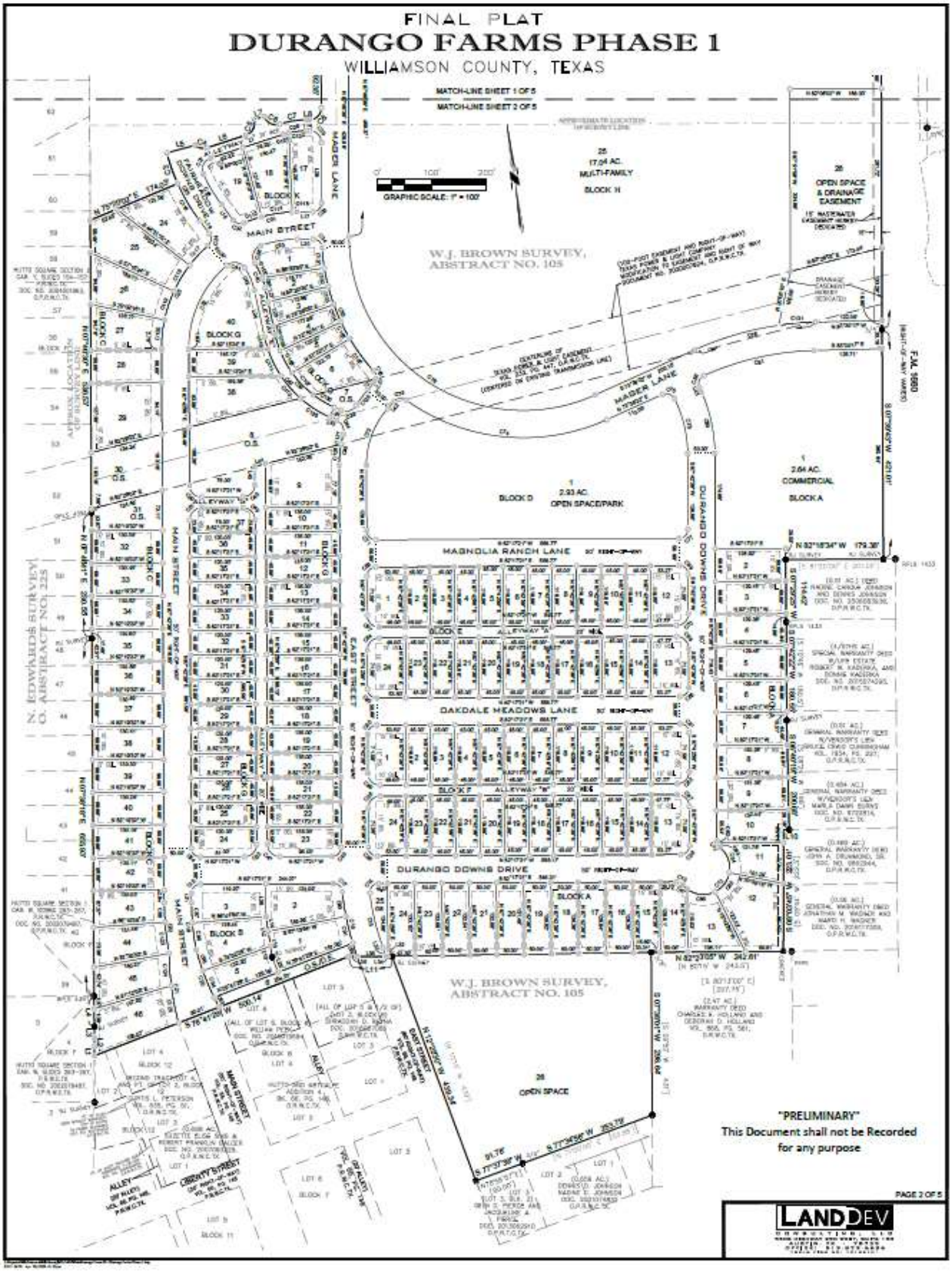

FINAL PLAT
DURANGO FARMS PHASE 1
WILLIAMSON COUNTY, TEXAS
MATCH-LINE SHEET 1 OF 5
MATCH-LINE SHEET 2 OF 5
GRAPHIC SCALE: 1" = 100'
W.J. BROWN SURVEY, ABSTRACT NO. 105
MAIN STREET
MAGNOLIA RANCH LANE
OAKDALE MEADOWS LANE
DURANGO DOWNS DRIVE
MAGER LANE
BLOCK D
2.93 AC.
OPEN SPACE/PARK
BLOCK A
2.64 AC.
COMMERCIAL
BLOCK H
17.04 AC.
MULTI-FAMILY
OPEN SPACE & DRAINAGE EASEMENT
OPEN SPACE
N. EDWARDS SURVEY O. ABSTRACT NO. 225
"PRELIMINARY"
This Document shall not be Recorded for any purpose
PAGE 2 OF 5
LANDDEV

EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION

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

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

Re: City of Hutto Lien Release documents for filing

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

Enclosed is a lien release that the City of Hutto 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 Hutto
Attn: [City Secretary]
500 W Live Oak Street
Hutto, TX 78634

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

Sincerely,
[Signature]

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

AFTER RECORDING RETURN TO:

[City Secretary Name]
500 W Live Oak Street
Hutto, TX 78634

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON	**§**	

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

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Hutto, 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 August 6, 2020, the City Council for the City, approved Resolution No. R-2020-068, creating the Durango Farms Public Improvement District; and

WHEREAS, the Durango Farms Public Improvement District consists of approximately 105.114 contiguous acres located within 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 Durango Farms 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 Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

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

RELEASE

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

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

CITY OF HUTTO, TEXAS,

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

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

_____
Notary Public, State of Texas

EXHIBIT L-1 LOT TYPE 1 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, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure 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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT TYPE 1 PRINCIPAL ASSESSMENT: $22,696.92

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, 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 Durango Farms Public Improvement District (the "District") created under 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 Hutto. The exact amount of each annual installment will be approved each year by the Hutto 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 Hutto.

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

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

Date: _____

_____ _____

Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

_____

Notary Public, State of Texas

Annual Installments Due	Principal	Interest[1]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2022	$ 374.31	$ 919.23	$ -	$ 113.48	$ 90.74	$ 1,497.76
1/31/2023	$ 290.38	$ 1,004.52	$ -	$ 111.61	$ 92.56	$ 1,499.06
1/31/2024	$ 301.72	$ 991.45	$ -	$ 110.16	$ 94.41	$ 1,497.74
1/31/2025	$ 315.33	$ 977.87	$ -	$ 108.65	$ 96.30	$ 1,498.15
1/31/2026	$ 328.94	$ 963.68	$ -	$ 107.08	$ 98.22	$ 1,497.92
1/31/2027	$ 342.55	$ 948.88	$ -	$ 105.43	$ 100.19	$ 1,497.05
1/31/2028	$ 358.43	$ 933.47	$ -	$ 103.72	$ 102.19	$ 1,497.81
1/31/2029	$ 374.31	$ 917.34	$ -	$ 101.93	$ 104.23	$ 1,497.81
1/31/2030	$ 390.19	$ 900.49	$ -	$ 100.05	$ 106.32	$ 1,497.06
1/31/2031	$ 408.34	$ 882.93	$ -	$ 98.10	$ 108.45	$ 1,497.82
1/31/2032	$ 426.49	$ 864.56	$ -	$ 96.06	$ 110.61	$ 1,497.72
1/31/2033	$ 446.91	$ 845.37	$ -	$ 93.93	$ 112.83	$ 1,499.03
1/31/2034	$ 465.05	$ 825.26	$ -	$ 91.70	$ 115.08	$ 1,497.09
1/31/2035	$ 487.74	$ 804.33	$ -	$ 89.37	$ 117.38	$ 1,498.82
1/31/2036	$ 508.16	$ 782.38	$ -	$ 86.93	$ 119.73	$ 1,497.20
1/31/2037	$ 533.11	$ 759.51	$ -	$ 84.39	$ 122.13	$ 1,499.14
1/31/2038	$ 555.80	$ 735.52	$ -	$ 81.72	$ 124.57	$ 1,497.61
1/31/2039	$ 580.75	$ 710.51	$ -	$ 78.95	$ 127.06	$ 1,497.27
1/31/2040	$ 607.97	$ 684.38	$ -	$ 76.04	$ 129.60	$ 1,498.00
1/31/2041	$ 635.20	$ 657.02	$ -	$ 73.00	$ 132.19	$ 1,497.41
1/31/2042	$ 664.69	$ 628.44	$ -	$ 69.83	$ 134.84	$ 1,497.79
1/31/2043	$ 696.45	$ 598.53	$ -	$ 66.50	$ 137.54	$ 1,499.01
1/31/2044	$ 728.21	$ 567.18	$ -	$ 63.02	$ 140.29	$ 1,498.70
1/31/2045	$ 762.24	$ 534.42	$ -	$ 59.38	$ 143.09	$ 1,499.12
1/31/2046	$ 796.26	$ 500.11	$ -	$ 55.57	$ 145.95	$ 1,497.90
1/31/2047	$ 832.56	$ 464.28	$ -	$ 51.59	$ 148.87	$ 1,497.30
1/31/2048	$ 871.13	$ 426.82	$ -	$ 47.42	$ 151.85	$ 1,497.22
1/31/2049	$ 911.96	$ 387.62	$ -	$ 43.07	$ 154.89	$ 1,497.53
1/31/2050	$ 955.06	$ 346.58	$ -	$ 38.51	$ 157.98	$ 1,498.14
1/31/2051	$ 1,000.43	$ 303.60	$ -	$ 33.73	$ 161.14	$ 1,498.91
1/31/2052	$ 1,045.81	$ 258.58	$ -	$ 28.73	$ 164.37	$ 1,497.49
1/31/2053	$ 1,095.71	$ 211.52	$ -	$ 23.50	$ 167.65	$ 1,498.39
1/31/2054	$ 1,147.89	$ 162.21	$ -	$ 18.02	$ 171.01	$ 1,499.13
1/31/2055	$ 1,200.07	$ 110.56	$ -	$ 12.28	$ 174.43	$ 1,497.34
1/31/2056	$ 1,256.78	$ 56.56	$ -	$ 6.28	$ 177.92	$ 1,497.54
Total	**$ 22,696.92**	**$ 22,665.70**	**$ -**	**$ 2,529.76**	**$ 4,536.62**	**$ 52,429.00**

[1] Interest on the PID Bonds is calculated at a 4.50% rate.

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

EXHIBIT L-2 LOT TYPE 2 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, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure 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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT TYPE 2 PRINCIPAL ASSESSMENT: $25,954.15

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, 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 Durango Farms Public Improvement District (the "District") created under 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 Hutto. The exact amount of each annual installment will be approved each year by the Hutto 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 Hutto.

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

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

Date: _____

_____ _____

Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

_____

Notary Public, State of Texas

Annual Installments Due	Principal	Interest[1]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2022	$ 428.03	$ 1,051.14	$ -	$ 129.77	$ 103.76	$ 1,712.71
1/31/2023	$ 332.05	$ 1,148.68	$ -	$ 127.63	$ 105.84	$ 1,714.19
1/31/2024	$ 345.02	$ 1,133.73	$ -	$ 125.97	$ 107.96	$ 1,712.68
1/31/2025	$ 360.58	$ 1,118.21	$ -	$ 124.25	$ 110.12	$ 1,713.15
1/31/2026	$ 376.15	$ 1,101.98	$ -	$ 122.44	$ 112.32	$ 1,712.89
1/31/2027	$ 391.71	$ 1,085.05	$ -	$ 120.56	$ 114.56	$ 1,711.89
1/31/2028	$ 409.87	$ 1,067.43	$ -	$ 118.60	$ 116.86	$ 1,712.76
1/31/2029	$ 428.03	$ 1,048.98	$ -	$ 116.55	$ 119.19	$ 1,712.76
1/31/2030	$ 446.19	$ 1,029.72	$ -	$ 114.41	$ 121.58	$ 1,711.90
1/31/2031	$ 466.94	$ 1,009.64	$ -	$ 112.18	$ 124.01	$ 1,712.78
1/31/2032	$ 487.69	$ 988.63	$ -	$ 109.85	$ 126.49	$ 1,712.66
1/31/2033	$ 511.04	$ 966.69	$ -	$ 107.41	$ 129.02	$ 1,714.15
1/31/2034	$ 531.79	$ 943.69	$ -	$ 104.85	$ 131.60	$ 1,711.94
1/31/2035	$ 557.74	$ 919.76	$ -	$ 102.20	$ 134.23	$ 1,713.92
1/31/2036	$ 581.08	$ 894.66	$ -	$ 99.41	$ 136.92	$ 1,712.06
1/31/2037	$ 609.62	$ 868.51	$ -	$ 96.50	$ 139.65	$ 1,714.28
1/31/2038	$ 635.56	$ 841.08	$ -	$ 93.45	$ 142.45	$ 1,712.54
1/31/2039	$ 664.09	$ 812.48	$ -	$ 90.28	$ 145.30	$ 1,712.14
1/31/2040	$ 695.22	$ 782.59	$ -	$ 86.95	$ 148.20	$ 1,712.97
1/31/2041	$ 726.35	$ 751.31	$ -	$ 83.48	$ 151.17	$ 1,712.31
1/31/2042	$ 760.08	$ 718.62	$ -	$ 79.85	$ 154.19	$ 1,712.74
1/31/2043	$ 796.39	$ 684.42	$ -	$ 76.05	$ 157.27	$ 1,714.13
1/31/2044	$ 832.71	$ 648.58	$ -	$ 72.06	$ 160.42	$ 1,713.78
1/31/2045	$ 871.62	$ 611.11	$ -	$ 67.90	$ 163.63	$ 1,714.26
1/31/2046	$ 910.54	$ 571.89	$ -	$ 63.54	$ 166.90	$ 1,712.86
1/31/2047	$ 952.04	$ 530.91	$ -	$ 58.99	$ 170.24	$ 1,712.18
1/31/2048	$ 996.14	$ 488.07	$ -	$ 54.23	$ 173.64	$ 1,712.08
1/31/2049	$ 1,042.84	$ 443.24	$ -	$ 49.25	$ 177.11	$ 1,712.44
1/31/2050	$ 1,092.12	$ 396.32	$ -	$ 44.04	$ 180.66	$ 1,713.13
1/31/2051	$ 1,144.01	$ 347.17	$ -	$ 38.57	$ 184.27	$ 1,714.02
1/31/2052	$ 1,195.89	$ 295.69	$ -	$ 32.85	$ 187.96	$ 1,712.39
1/31/2053	$ 1,252.96	$ 241.88	$ -	$ 26.88	$ 191.71	$ 1,713.42
1/31/2054	$ 1,312.62	$ 185.49	$ -	$ 20.61	$ 195.55	$ 1,714.28
1/31/2055	$ 1,372.29	$ 126.42	$ -	$ 14.05	$ 199.46	$ 1,712.22
1/31/2056	$ 1,437.14	$ 64.67	$ -	$ 7.19	$ 203.45	$ 1,712.45
Total	**$ 25,954.15**	**$ 25,918.45**	**$ -**	**$ 2,892.80**	**$ 5,187.66**	**$ 59,953.07**

[1] Interest on the PID Bonds is calculated at a 4.50% rate.

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

EXHIBIT L-3 LOT TYPE 3 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, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure 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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT TYPE 3 PRINCIPAL ASSESSMENT: $27,104.41

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, 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 Durango Farms Public Improvement District (the "District") created under 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 Hutto. The exact amount of each annual installment will be approved each year by the Hutto 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 Hutto.

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

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

Date: _____

_____ _____

Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

_____

Notary Public, State of Texas

Annual Installments Due	Principal	Interest[1]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2022	$ 447.00	$ 1,097.73	$ -	$ 135.52	$ 108.36	$ 1,788.61
1/31/2023	$ 346.76	$ 1,199.58	$ -	$ 133.29	$ 110.53	$ 1,790.16
1/31/2024	$ 360.31	$ 1,183.98	$ -	$ 131.55	$ 112.74	$ 1,788.58
1/31/2025	$ 376.56	$ 1,167.77	$ -	$ 129.75	$ 115.00	$ 1,789.08
1/31/2026	$ 392.82	$ 1,150.82	$ -	$ 127.87	$ 117.30	$ 1,788.80
1/31/2027	$ 409.07	$ 1,133.14	$ -	$ 125.90	$ 119.64	$ 1,787.76
1/31/2028	$ 428.04	$ 1,114.73	$ -	$ 123.86	$ 122.03	$ 1,788.66
1/31/2029	$ 447.00	$ 1,095.47	$ -	$ 121.72	$ 124.48	$ 1,788.67
1/31/2030	$ 465.96	$ 1,075.36	$ -	$ 119.48	$ 126.97	$ 1,787.77
1/31/2031	$ 487.64	$ 1,054.39	$ -	$ 117.15	$ 129.50	$ 1,788.68
1/31/2032	$ 509.31	$ 1,032.45	$ -	$ 114.72	$ 132.09	$ 1,788.57
1/31/2033	$ 533.69	$ 1,009.53	$ -	$ 112.17	$ 134.74	$ 1,790.12
1/31/2034	$ 555.36	$ 985.51	$ -	$ 109.50	$ 137.43	$ 1,787.81
1/31/2035	$ 582.45	$ 960.52	$ -	$ 106.72	$ 140.18	$ 1,789.88
1/31/2036	$ 606.84	$ 934.31	$ -	$ 103.81	$ 142.98	$ 1,787.94
1/31/2037	$ 636.64	$ 907.00	$ -	$ 100.78	$ 145.84	$ 1,790.26
1/31/2038	$ 663.73	$ 878.35	$ -	$ 97.59	$ 148.76	$ 1,788.43
1/31/2039	$ 693.53	$ 848.49	$ -	$ 94.28	$ 151.74	$ 1,788.02
1/31/2040	$ 726.04	$ 817.28	$ -	$ 90.81	$ 154.77	$ 1,788.89
1/31/2041	$ 758.54	$ 784.61	$ -	$ 87.18	$ 157.87	$ 1,788.19
1/31/2042	$ 793.76	$ 750.47	$ -	$ 83.39	$ 161.02	$ 1,788.64
1/31/2043	$ 831.69	$ 714.75	$ -	$ 79.42	$ 164.24	$ 1,790.10
1/31/2044	$ 869.62	$ 677.33	$ -	$ 75.26	$ 167.53	$ 1,789.73
1/31/2045	$ 910.25	$ 638.19	$ -	$ 70.91	$ 170.88	$ 1,790.23
1/31/2046	$ 950.89	$ 597.23	$ -	$ 66.36	$ 174.30	$ 1,788.78
1/31/2047	$ 994.23	$ 554.44	$ -	$ 61.60	$ 177.78	$ 1,788.06
1/31/2048	$ 1,040.29	$ 509.70	$ -	$ 56.63	$ 181.34	$ 1,787.96
1/31/2049	$ 1,089.05	$ 462.89	$ -	$ 51.43	$ 184.96	$ 1,788.34
1/31/2050	$ 1,140.53	$ 413.88	$ -	$ 45.99	$ 188.66	$ 1,789.06
1/31/2051	$ 1,194.71	$ 362.56	$ -	$ 40.28	$ 192.44	$ 1,789.99
1/31/2052	$ 1,248.89	$ 308.80	$ -	$ 34.31	$ 196.29	$ 1,788.28
1/31/2053	$ 1,308.49	$ 252.60	$ -	$ 28.07	$ 200.21	$ 1,789.36
1/31/2054	$ 1,370.80	$ 193.71	$ -	$ 21.52	$ 204.22	$ 1,790.25
1/31/2055	$ 1,433.11	$ 132.03	$ -	$ 14.67	$ 208.30	$ 1,788.10
1/31/2056	$ 1,500.83	$ 67.54	$ -	$ 7.50	$ 212.47	$ 1,788.34
Total	**$ 27,104.41**	**$ 27,067.13**	**$ -**	**$ 3,021.01**	**$ 5,417.57**	**$ 62,610.13**

[1] Interest on the PID Bonds is calculated at a 4.50% rate.

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

EXHIBIT L-4 SECTION 2 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, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure 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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

SECTION 2 PRINCIPAL ASSESSMENT: $927,876.13

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, 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 Durango Farms Public Improvement District (the "District") created under 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 Hutto. The exact amount of each annual installment will be approved each year by the Hutto 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 Hutto.

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

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

Date: _____

_____ _____

Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

_____

Notary Public, State of Texas

Annual Installments Due	Principal	Interest[1]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2022	$ 15,302.31	$ 37,578.98	$ -	$ 4,639.38	$ 3,709.65	$ 61,230.32
1/31/2023	$ 11,870.88	$ 41,065.82	$ -	$ 4,562.87	$ 3,783.84	$ 61,283.41
1/31/2024	$ 12,334.59	$ 40,531.63	$ -	$ 4,503.51	$ 3,859.52	$ 61,229.25
1/31/2025	$ 12,891.03	$ 39,976.58	$ -	$ 4,441.84	$ 3,936.71	$ 61,246.16
1/31/2026	$ 13,447.48	$ 39,396.48	$ -	$ 4,377.39	$ 4,015.44	$ 61,236.79
1/31/2027	$ 14,003.93	$ 38,791.34	$ -	$ 4,310.15	$ 4,095.75	$ 61,201.17
1/31/2028	$ 14,653.12	$ 38,161.17	$ -	$ 4,240.13	$ 4,177.67	$ 61,232.08
1/31/2029	$ 15,302.31	$ 37,501.78	$ -	$ 4,166.86	$ 4,261.22	$ 61,232.17
1/31/2030	$ 15,951.49	$ 36,813.17	$ -	$ 4,090.35	$ 4,346.45	$ 61,201.46
1/31/2031	$ 16,693.42	$ 36,095.36	$ -	$ 4,010.60	$ 4,433.37	$ 61,232.75
1/31/2032	$ 17,435.35	$ 35,344.15	$ -	$ 3,927.13	$ 4,522.04	$ 61,228.68
1/31/2033	$ 18,270.02	$ 34,559.56	$ -	$ 3,839.95	$ 4,612.48	$ 61,282.02
1/31/2034	$ 19,011.95	$ 33,737.41	$ -	$ 3,748.60	$ 4,704.73	$ 61,202.70
1/31/2035	$ 19,939.37	$ 32,881.87	$ -	$ 3,653.54	$ 4,798.83	$ 61,273.61
1/31/2036	$ 20,774.04	$ 31,984.60	$ -	$ 3,553.84	$ 4,894.80	$ 61,207.29
1/31/2037	$ 21,794.19	$ 31,049.77	$ -	$ 3,449.97	$ 4,992.70	$ 61,286.63
1/31/2038	$ 22,721.60	$ 30,069.03	$ -	$ 3,341.00	$ 5,092.55	$ 61,224.19
1/31/2039	$ 23,741.76	$ 29,046.56	$ -	$ 3,227.40	$ 5,194.41	$ 61,210.12
1/31/2040	$ 24,854.65	$ 27,978.18	$ -	$ 3,108.69	$ 5,298.29	$ 61,239.81
1/31/2041	$ 25,967.55	$ 26,859.72	$ -	$ 2,984.41	$ 5,404.26	$ 61,215.94
1/31/2042	$ 27,173.18	$ 25,691.18	$ -	$ 2,854.58	$ 5,512.34	$ 61,231.28
1/31/2043	$ 28,471.56	$ 24,468.39	$ -	$ 2,718.71	$ 5,622.59	$ 61,281.25
1/31/2044	$ 29,769.94	$ 23,187.17	$ -	$ 2,576.35	$ 5,735.04	$ 61,268.50
1/31/2045	$ 31,161.06	$ 21,847.52	$ -	$ 2,427.50	$ 5,849.74	$ 61,285.82
1/31/2046	$ 32,552.18	$ 20,445.27	$ -	$ 2,271.70	$ 5,966.74	$ 61,235.88
1/31/2047	$ 34,036.04	$ 18,980.42	$ -	$ 2,108.94	$ 6,086.07	$ 61,211.47
1/31/2048	$ 35,612.64	$ 17,448.80	$ -	$ 1,938.76	$ 6,207.80	$ 61,207.99
1/31/2049	$ 37,281.98	$ 15,846.23	$ -	$ 1,760.69	$ 6,331.95	$ 61,220.86
1/31/2050	$ 39,044.06	$ 14,168.54	$ -	$ 1,574.28	$ 6,458.59	$ 61,245.48
1/31/2051	$ 40,898.89	$ 12,411.56	$ -	$ 1,379.06	$ 6,587.76	$ 61,277.27
1/31/2052	$ 42,753.71	$ 10,571.11	$ -	$ 1,174.57	$ 6,719.52	$ 61,218.91
1/31/2053	$ 44,794.02	$ 8,647.19	$ -	$ 960.80	$ 6,853.91	$ 61,255.92
1/31/2054	$ 46,927.07	$ 6,631.46	$ -	$ 736.83	$ 6,990.99	$ 61,286.35
1/31/2055	$ 49,060.12	$ 4,519.74	$ -	$ 502.19	$ 7,130.81	$ 61,212.86
1/31/2056	$ 51,378.65	$ 2,312.04	$ -	$ 256.89	$ 7,273.42	$ 61,221.00
Total	**$ 927,876.13**	**$ 926,599.78**	**$ -**	**$ 103,419.47**	**$ 185,462.00**	**$ 2,143,357.38**

[1] Interest on the PID Bonds is calculated at a 4.50% rate.

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

EXHIBIT L-5 LOT 1, BLOCK A DURANGO FARMS PHASE 1 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, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure 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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT 1 BLOCK A DURANGO FARMS PHASE 1 PRINCIPAL ASSESSMENT: $306,735.91

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, 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 Durango Farms Public Improvement District (the "District") created under 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 Hutto. The exact amount of each annual installment will be approved each year by the Hutto 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 Hutto.

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

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

Date: _____

_____ _____

Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

_____

Notary Public, State of Texas

EXHIBIT L-5 LOT 25, BLOCK H DURANGO FARMS PHASE 1 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, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure 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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT 25, BLOCK H DURANGO FARMS PHASE 1 PRINCIPAL ASSESSMENT: $2,672,283.26

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, 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 Durango Farms Public Improvement District (the "District") created under 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 Hutto. The exact amount of each annual installment will be approved each year by the Hutto 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 Hutto.

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

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

Date: _____

_____ _____

Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

_____

Notary Public, State of Texas

Annual Installments Due	Principal	Interest[1]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2022	$ 44,070.64	$ 108,227.47	$ -	$ 13,361.42	$ 10,683.79	$ 176,343.32
1/31/2023	$ 34,188.13	$ 118,269.57	$ -	$ 13,141.06	$ 10,897.47	$ 176,496.23
1/31/2024	$ 35,523.61	$ 116,731.10	$ -	$ 12,970.12	$ 11,115.42	$ 176,340.25
1/31/2025	$ 37,126.17	$ 115,132.54	$ -	$ 12,792.50	$ 11,337.72	$ 176,388.94
1/31/2026	$ 38,728.74	$ 113,461.86	$ -	$ 12,606.87	$ 11,564.48	$ 176,361.96
1/31/2027	$ 40,331.31	$ 111,719.07	$ -	$ 12,413.23	$ 11,795.77	$ 176,259.38
1/31/2028	$ 42,200.98	$ 109,904.16	$ -	$ 12,211.57	$ 12,031.68	$ 176,348.39
1/31/2029	$ 44,070.64	$ 108,005.12	$ -	$ 12,000.57	$ 12,272.32	$ 176,348.64
1/31/2030	$ 45,940.30	$ 106,021.94	$ -	$ 11,780.22	$ 12,517.76	$ 176,260.22
1/31/2031	$ 48,077.06	$ 103,954.62	$ -	$ 11,550.51	$ 12,768.12	$ 176,350.32
1/31/2032	$ 50,213.82	$ 101,791.16	$ -	$ 11,310.13	$ 13,023.48	$ 176,338.58
1/31/2033	$ 52,617.67	$ 99,531.53	$ -	$ 11,059.06	$ 13,283.95	$ 176,492.22
1/31/2034	$ 54,754.43	$ 97,163.74	$ -	$ 10,795.97	$ 13,549.63	$ 176,263.77
1/31/2035	$ 57,425.38	$ 94,699.79	$ -	$ 10,522.20	$ 13,820.62	$ 176,467.99
1/31/2036	$ 59,829.23	$ 92,115.65	$ -	$ 10,235.07	$ 14,097.04	$ 176,276.99
1/31/2037	$ 62,767.27	$ 89,423.33	$ -	$ 9,935.93	$ 14,378.98	$ 176,505.51
1/31/2038	$ 65,438.22	$ 86,598.80	$ -	$ 9,622.09	$ 14,666.56	$ 176,325.67
1/31/2039	$ 68,376.26	$ 83,654.08	$ -	$ 9,294.90	$ 14,959.89	$ 176,285.13
1/31/2040	$ 71,581.40	$ 80,577.15	$ -	$ 8,953.02	$ 15,259.08	$ 176,370.66
1/31/2041	$ 74,786.54	$ 77,355.99	$ -	$ 8,595.11	$ 15,564.27	$ 176,301.90
1/31/2042	$ 78,258.77	$ 73,990.60	$ -	$ 8,221.18	$ 15,875.55	$ 176,346.09
1/31/2043	$ 81,998.10	$ 70,468.95	$ -	$ 7,829.88	$ 16,193.06	$ 176,489.99
1/31/2044	$ 85,737.42	$ 66,779.04	$ -	$ 7,419.89	$ 16,516.92	$ 176,453.28
1/31/2045	$ 89,743.85	$ 62,920.85	$ -	$ 6,991.21	$ 16,847.26	$ 176,503.17
1/31/2046	$ 93,750.27	$ 58,882.38	$ -	$ 6,542.49	$ 17,184.21	$ 176,359.34
1/31/2047	$ 98,023.78	$ 54,663.62	$ -	$ 6,073.74	$ 17,527.89	$ 176,289.03
1/31/2048	$ 102,564.39	$ 50,252.55	$ -	$ 5,583.62	$ 17,878.45	$ 176,279.01
1/31/2049	$ 107,372.10	$ 45,637.15	$ -	$ 5,070.79	$ 18,236.02	$ 176,316.06
1/31/2050	$ 112,446.90	$ 40,805.40	$ -	$ 4,533.93	$ 18,600.74	$ 176,386.98
1/31/2051	$ 117,788.80	$ 35,745.29	$ -	$ 3,971.70	$ 18,972.75	$ 176,478.54
1/31/2052	$ 123,130.69	$ 30,444.80	$ -	$ 3,382.76	$ 19,352.21	$ 176,310.46
1/31/2053	$ 129,006.78	$ 24,903.92	$ -	$ 2,767.10	$ 19,739.25	$ 176,417.05
1/31/2054	$ 135,149.96	$ 19,098.61	$ -	$ 2,122.07	$ 20,134.04	$ 176,504.68
1/31/2055	$ 141,293.14	$ 13,016.86	$ -	$ 1,446.32	$ 20,536.72	$ 176,293.04
1/31/2056	$ 147,970.51	$ 6,658.67	$ -	$ 739.85	$ 20,947.45	$ 176,316.49
Total	**$ 2,672,283.26**	**$ 2,668,607.37**	**$ -**	**$ 297,848.07**	**$ 534,130.56**	**$ 6,172,869.26**

[1] Interest on the PID Bonds is calculated at a 4.50% rate.

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

EXHIBIT M – DISTRICT LEGAL DESCRIPTION

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

94.560 Acres
Page 1 of 3

"EXHIBIT ___"

DESCRIPTION OF 94.560 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 94.560 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Canningham of record in Volume 1954, Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles B. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, Hutto and Metcalfe Addition, a subdivision according to the plat of record in Book 66, Page 148, Deed Records of Williamson County, Texas, and as shown on the Revised Map of City of Hutto of record in Cabinet A, Slide 221, Plat Records of Williamson County, Texas, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 208.64 feet to a ¼-inch iron rod found at the southeast corner of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein.

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 2, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 2, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 94.560 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03 day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS REGISTERED ERNESTO NAVARRETE 6642 PROFESSIONAL LAND SURVEYOR

"EXHIBIT __"

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43 E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped "PAPE DAWSON" found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a re-entrant corner,

2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a re-entrant corner, and

3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie F. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

EXHIBIT N – SECTION 1 LEGAL DESCRIPTION

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

94.560 Acres
Page 1 of 3

"EXHIBIT ___"

DESCRIPTION OF 94.560 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 94.560 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,

2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,

4. S 07°51'42" W, a distance of 790.50 feet to a 3/4-inch iron rod found at an angle point, and

5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Canningham of record in Volume 1954, Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles B. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, Hutto and Metcalfe Addition, a subdivision according to the plat of record in Book 66, Page 148, Deed Records of Williamson County, Texas, and as shown on the Revised Map of City of Hutto of record in Cabinet A, Slide 221, Plat Records of Williamson County, Texas, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 208.64 feet to a ¼-inch iron rod found at the southeast corner of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein.

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 2, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 2, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,

2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,

3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and

4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 94.560 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03 day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS REGISTERED ERNESTO NAVARRETE 6642 PROFESSIONAL LAND SURVEYOR

EXHIBIT O - SECTION 1 PHASE 2 LEGAL DESCRIPTION

Approximately 23.479 acres of land, consisting of all property within Section 1 of the District SAVE AND EXCEPT all property within the Phase 1 Plat.

EXHIBIT P - SECTION 2 LEGAL DESCRIPTION

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.521 Acres
Page 1 of 2

"EXHIBIT __"

DESCRIPTION OF 10.521 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.521 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43 E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.96 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°43'18" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped "PAPE DAWSON" found at the northwest corner of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, same being the northwest corner of a certain called 25.051 acre tract described in the deed to 288 Development, Inc. of record in Document No. 2019044571, Official Public Records of Williamson County, Texas, same being the northwest corner of Lot 28, Block A, Mager Meadows Phase 3, a subdivision according to the plat of record in Document No. 2019111385, Official Public Records of Williamson County, Texas, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears S 72°49'19" W, a distance of 0.22 feet;

THENCE leaving the west line of the said Lot 28, Block A, Mager Meadows Phase 3, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 49.99 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a re-entrant corner,

2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a re-entrant corner, and

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

3. S 82°21'59" E, a distance of 49.91 feet to a calculated point in the east line of the said 11.10 acre tract and west line of said Lot 28, Block A, Mager Meadows Phase 3, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears N 53°40'16" W, a distance of 0.25 feet;

THENCE S 07°43'18" W, with the east line of the said 11.10 acre tract and the west line of the said Mager Meadows Phase 3 subdivision, with the east line of the tract described herein, a distance of 1,292.33 feet to a concrete monument found in the north line of a certain called 9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said Mager Meadows Phase 3 subdivision, and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein, from which a ½-inch iron rod found bears S 79°04'50" E, a distance of 2.08 feet;

THENCE N 82°28'01" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, a distance of 283.50 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,

2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,

3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point, and

4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.521 acres of land, more or less.

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 10th day of March 2020 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas

STATE OF TEXAS
REGISTERED
ERNESTO NAVARRETE
6642
PROFESSIONAL
LAND SURVEYOR

EXHIBIT Q – ESTIMATED BUILDOUT VALUE AND ORIGINAL ASSESSMENT ALLOCATION

Section	Lot Type	Units	Assessed Value Per Unit	Total Assessed Value	% Allocation	Assessment	Average Annual Installment	Assessment per Lot Type	Average Annual Installment per Lot Type	PID Equivalent Tax Rate
Section 1	Lot Type 1	123	$ 295,980	$ 36,405,540	27.90%	$ 2,791,722	$ 184,250	$ 22,697	$ 1,498	$ 0.5061
Section 1	Lot Type 2	71	$ 338,456	$ 24,030,376	18.42%	$ 1,842,745	$ 121,619	$ 25,954	$ 1,713	$ 0.5061
Section 1	Lot Type 3	54	$ 353,456	$ 19,086,624	14.63%	$ 1,463,638	$ 96,598	$ 27,104	$ 1,789	$ 0.5061
Section 1	Lot Type Multi-Family	288	$ 121,000	$ 34,848,000	26.71%	$ 2,672,283	$ 176,368	$ 9,279	$ 612	$ 0.5061
Section 2	Lot Type Multi-Family	100	$ 121,000	$ 12,100,000	9.27%	$ 927,876	$ 61,239	$ 9,279	$ 612	$ 0.5061
Section 1	Lot Type Commercial	20,000	$ 200	$ 4,000,000	3.07%	$ 306,736	$ 20,244	$ 15.34	$ 1.01	$ 0.5061
				$ 130,470,540	**100.00%**	**$ 10,005,000**	**$ 660,319**			**$ 0.5061**

Section 1 Total	**$ 118,370,540**	**90.73%**	**$ 9,077,124**	**$ 599,080**
Section 2 Total	**$ 12,100,000**	**9.27%**	**$ 927,876**	**$ 61,239**

APPENDIX A – ENGINEER'S REPORT

ENGINEERING REPORT
Durango Farms
Public Improvement District

City of Hutto

Williamson County, Texas

Prepared By:

5508 Highway 290 West, #150

Austin, TX 78735

Firm #: 16384

August 2021

STATE OF TEXAS
JUDD T. WILLMANN
90356
LICENSED
PROFESSIONAL ENGINEER

8/13/2021

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Appendix 4 : Drainage Improvements

Appendix 5 : Potable Water Improvements

Appendix 6 : Street Improvements

Introduction

The Durango Farms development is a proposed single-family, multi-family and commercial development tract located in the City of Hutto, Texas at the intersection of FM 1660 and Mager Lane. The development encompasses 105-acres comprised of two parcels. A 94.5-acre parcel on the west side of FM 1660 (Section 1) and a 10.5-acre parcel (Section 2) on the east side of 1660. A site location map has been included in ***Appendix 1***.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs

An Engineer's opinion of probable cost (Engineer's OPC) has been prepared for all off-site and on-site infrastructure. The Engineer's OPC has been provided as ***Appendix 2***.

Development Improvements

Development improvements that will be included in the PID are depicted in ***Appendix 3*** through ***Appendix 6***.

Development Schedule

The improvements for the first phase of Section 1 that include mass grading and the subdivision infrastructure to serve the residential lots, commercial property, multi-family property and modify the FEMA flood plain boundaries were permitted in 2020 and construction of these elements is scheduled to be completed and accepted Q3 2021.

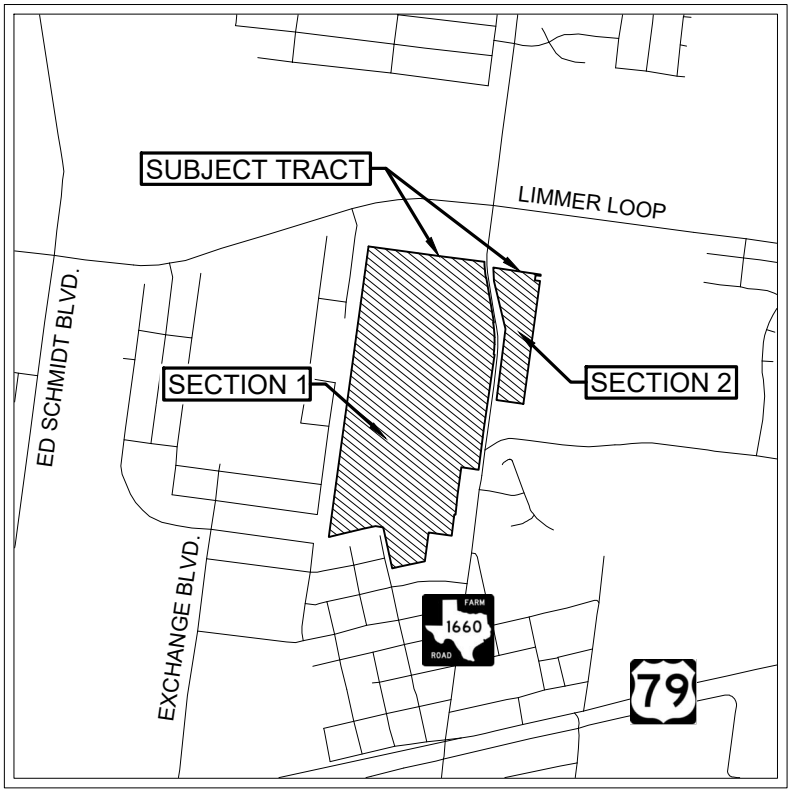
The improvements for the second phase of Section 1 that include the subdivision infrastructure to serve the Phase 2 residential lots and the extension of improvements to serve Section 2 development were submitted for City review/approval in Q2 2021 with a Q3 2021 construction start date and final acceptance targeted for Q4 2021.

The third phase of development includes drainage and grading improvements for Section 2. Phase 3 design is scheduled to be completed Q3 2021 with a Q4 2021 constriction start date and final acceptance targeted for Q1 2022.

The FM 1660 roadway widening, intersection, and signal improvements have been submitted to TxDOT for review/approval with a Q4 2021 construction start date and final acceptance targeted for Q3 2022.

APPENDIX

APPENDIX 1
SITE LOCATION MAP



1" = 2,000'

DURANGO FARMS LOCATION MAP

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APPENDIX 2
ENGINEER'S OPINION OF PROBABLE COST

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART A: EROSION CONTROLS & MISCELLANEOUS ITEMS ***MASS GRADING***					
A1	Furnish and Install stabilized construction entrance - complete in place. Maintain.	EA	1	$ -	$ -
A2	Furnish and Install temporary silt fence within limits of construction-complete in place. Maintain.	LF	947	-	-
A3	Furnish and Install Temporary Staging/Storage/Spoils/Concrete Wash Out Area. Secure area with chain link fence and (1) Entry/Exist gate. Install silt fence around perimeter. Remove upon completion, grade to drain and hydromulch.	LS	1	1.00	1.00
A4	Furnish and Install Rock Berm	LF	112	25.00	2,800.00
A5	Furnish and Install permanent erosion control by hydromulch planting in all disturbed areas.	SY	64,420	0.85	54,757.00
TOTAL PART A: EROSION CONTROLS & MISC. (Items A1 - A5)					$ 57,558.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART C: DRAINAGE IMPROVEMENTS ***MASS GRADING***					
C1	Furnish and Install 18-inch Class III RCP storm sewer(all depths) (wall penetration required)	LF	113	120.00	$ 13,560.00
C2	Trapezoidal Channel Excavation shape and reveg (8ft wide bottom & 3.5ft tall w/4:1 side slopes)	LF	1,193	5.00	$ 5,965.00
C3	Furnish and Install 48" headwall outlet structure (wall penetration required)	EA	1	13,000.00	$ 13,000.00
C4	Rock Rip Rap	SF	800	2.50	$ 2,000.00
C5	Trench safety systems for storm sewers	LF	113	1.00	$ 113.00
TOTAL PART C: DRAINAGE IMPROVEMENTS (Item C1-C5)					$ 34,638.00

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART E: DETENTION POND IMPROVEMENTS ***MASS GRADING***					
E1	Detention pond North gravity wall	LF	750	175.00	$ 131,250.00
E2	Detention pond north (including outfall structure, access ramps, gates, signage and all other appurtenances)	EA	1	90,000.00	$ 90,000.00
E3	Detention pond South gravity wall	LF	723	175.00	$ 126,525.00
E4	Detention pond South (including outfall structure, access ramps, gates, signage and all other appurtenances)	EA	1	120,000.00	$ 120,000.00
TOTAL PART E: DETENTION POND IMPROVEMENTS (Items E1 - E4)					$ 467,775.00
Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART G: EXCAVATION AND EMBANKMENT ***MASS GRADING***					
G1	Clear and grub (includes tree removal)	AC	33.36	$ 750.00	$ 25,020.00
G2	Earthwork (inclusive of excavation, embankment, import, or haul-off, as required to deliver finished site)	LS	1	$ 250,000.00	$ 250,000.00
TOTAL PART G: EXCAVATION AND EMBANKMENT (Items G1 - G2)					$ 275,020.00

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART A: EROSION CONTROLS & MISCELLANEOUS ITEMS ***PHASE 1***					
A1	Furnish and install inlet protection. Maintain.	EA	63	$ 100.00	$ 6,300.00
A2	Furnish and Install temporary silt fence within limits of construction-complete in place. Maintain.	LF	4,489	-	-
A3	Furnish and Install Rock Berm	LF	30	-	-
A4	Furnish and Install topsoil (6" depth) within landscaped tract areas and within ROW	SY	32,138	1.00	32,138.00
A5	Furnish and Install permanent erosion control by hydromulch planting in all disturbed areas and within ROW	SY	32,138	0.85	27,317.30
A6	Furnish and Install dry stack wall	SF	2,481	20.00	49,620.00
A7	Furnish and Install mailbox unit included but not limited to cluster box unit per plan, foundation, sidewalk to curb connection, pedestal, side panels for end units and coordination with USPS	EA	10	4,500.00	45,000.00
TOTAL PART A: EROSION CONTROLS & MISC. (Items A1 - A7)					$ 160,375.30

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART B: WASTEWATER IMPROVEMENTS ***PHASE 1***					
B1	Furnish and Install 8-inch SDR-26 PVC gravity wastewater pipe(all depths)	LF	7,986	23.73	$ 189,507.78
B2	Furnish and Install 4-ft diameter wastewater manhole	EA	46	3,500.00	161,000.00
B3	Trench safety system for wastewater line	LF	7,986	1.00	7,986.00
B4	CCTV Wastewater Lines	LF	7986	1.25	9,982.50
B5	Furnish and Install double service connection, per detail	EA	67	750.00	50,250.00
B6	Furnish and Install single service connection, per detail	EA	12	700.00	8,400.00
B7	Connect to wastewater stub or existing wastewater manhole	EA	1	250.00	250.00
B8	Furnish and Install Stub for future connection	EA	3	350.00	1,050.00
TOTAL PART B: WASTEWATER IMPROVEMENTS (Items B1 - B8)					$ 428,426.28

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART C: DRAINAGE IMPROVEMENTS ***PHASE 1***					
C1	Furnish and Install 18-inch Class III RCP storm sewer(all depths)	LF	2,839	41.00	$ 116,399.00
C2	Furnish and Install 24-inch Class III RCP storm sewer(all depths)	LF	1,425	47.75	$ 68,043.75
C3	Furnish and Install 30-inch Class III RCP storm sewer(all depths)	LF	894	60.00	$ 53,640.00
C4	Furnish and Install 36-inch Class III RCP storm sewer(all depths)	LF	1,125	78.52	$ 88,335.00
C5	Furnish and Install 48-inch Class III RCP storm sewer(all depths)	LF	427	117.52	$ 50,181.04
C6	Furnish and Install 54-inch Class III RCP storm sewer(all depths)	LF	660	172.52	$ 113,863.20
C7	Furnish and Install 60-inch Class III RCP storm sewer(all depths)	LF	451	200.52	$ 90,434.52
C8	Furnish and Install (5'dia) storm sewer manhole	EA	2	2,250.00	$ 4,500.00
C9	Furnish and Install (4'X4') storm sewer junction box (all depths)	EA	4	2,100.00	$ 8,400.00
C10	Furnish and Install (5'X5') storm sewer junction box (all depths)	EA	3	2,500.00	$ 7,500.00
C11	Furnish and Install (6'X6') storm sewer junction box (all depths)	EA	2	5,000.00	$ 10,000.00
C12	Furnish and Install (7'X7') storm sewer junction box (all depths)	EA	3	10,000.00	$ 30,000.00
C13	Furnish and Install (8'X8') storm sewer junction box (all depths)	EA	4	12,000.00	$ 48,000.00
C14	Furnish and Install 10' curb inlet (5'-10' depths), Type I, per City of Round Rock standard detail	EA	46	4,500.00	$ 207,000.00
C15	Furnish and Install 3'X3' grate inlet	EA	13	2,000.00	$ 26,000.00
C16	Furnish and Install 4'X4' area inlet	EA	2	2,000.00	$ 4,000.00
C17	Furnish and Install 5'X5' area inlet	EA	1	2,250.00	$ 2,250.00
C18	Furnish and Install 72" headwall outlet structure	EA	1	25,000.00	$ 25,000.00
C19	Furnish and Install 5'X5' reinforced concrete box culvert storm	LF	179	310.00	$ 55,490.00
C20	Furnish and Install 6'X5' reinforced concrete box culvert storm	LF	701	370.85	$ 259,965.85
C21	Rock Rip Rap	SF	2,250	2.50	$ 5,625.00
C22	Trench Safety systems for storm sewers	LF	8,701	1.00	$ 8,701.00
C23	Furnish and Install 36" headwall outlet structure	EA	1	10,000.00	$ 10,000.00
C24	Furnish and Install 36" concrete headwall, mitered to slope, with safety end treatment	EA	1	9,000.00	$ 9,000.00
C25	Furnish and Install temporary outlet protection	EA	1	500.00	$ 500.00
C26	Furnish and Install 20' curb inlet (5'-10' depths), Type I, per City of Round Rock standard	EA	1	6,500.00	$ 6,500.00
C27	Furnish and Install 4'X4' grate inlet	EA	1	2,500.00	$ 2,500.00
TOTAL PART C: DRAINAGE IMPROVEMENTS (Item C1-C27)					$ 1,311,828.36

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART D: POTABLE WATER IMPROVEMENTS ***PHASE 1***					
D1	Furnish and Install 8-inch C-900 PVC DR-14 water line(all depths)	LF	5,870	23.01	$ 135,068.70
D2	Furnish and Install 12-inch C-900 PVC DR-14 water line(all	LF	2,098	32.09	$ 67,324.82
D3	Ductile Iron Fittings	LF	7,968	4.60	$ 36,652.80
D4	Furnish and Install 8" Gate valve	EA	17	1,200.00	$ 20,400.00
D5	Furnish and Install 12" Gate valve	EA	12	2,000.00	$ 24,000.00
D6	8" Auto flush valve assembly	EA	2	3,500.00	$ 7,000.00
D7	Furnish and Install standard fire hydrant assembly	EA	20	3,500.00	$ 70,000.00
D8	1" Irrigation Meters with backflow preventors	EA	2	1,000.00	$ 2,000.00
D9	1" Combination Valve	EA	6	3,500.00	$ 21,000.00
D10	Furnish and Install standard potable water double service connection with meter boxes	EA	61	800.00	$ 48,800.00
D11	Furnish and Install standard potable water single service connection with meter box	EA	23	750.00	$ 17,250.00
D12	Trench safety sytems for water line	LF	7,968	1.00	$ 7,968.00
D13	Furnish and Install 8-inch plug	EA	3	250.00	$ 750.00
D14	Furnish and Install 12-inch plug	EA	4	250.00	$ 1,000.00
D15	Pressure pipe hydrostatic testing	LF	7,968	2.00	$ 15,936.00
TOTAL PART D: POTABLE WATER IMPROVEMENTS (Items D1 - D15)					$ 475,150.32

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART F: STREET IMPROVEMENTS ***PHASE 1***					
F1	8" of Lime stabilized subgrade (to 3' behind curb)	SY	35,560	$ 5.80	$ 206,248.00
F2	8" of Lime stabilized subgrade (to 3' behind curb) (alleys)	SY	5,582	5.80	$ 32,375.60
F3	9" Crushed limestone base (to 3' behind curb) (residential local)	SY	35,560	8.90	$ 316,484.00
F4	9" Crushed limestone base (to 3' behind curb) (alleys)	SY	5,582	8.90	$ 49,679.80
F5	Furnish and Install CoRR item 340 Type D HMAC, 2.0" depth	SY	26,305	9.95	$ 261,734.75
F6	Furnish and Install CoRR item 340 Type D HMAC, 2.0" depth (alleys)	SY	2,845	9.95	$ 28,307.75
F7	Furnish and Install Standard 18" ribbon curb	LF	4,758	10.00	$ 47,580.00
F8	Furnish and Install Standard 6" concrete curb and gutter	LF	14,434	12.00	$ 173,208.00
F9	Furnish and Install concrete sidewalks, 5' wide	LF	4,580	28.00	$ 128,240.00
F10	Furnsh and Install curb ramp (all types)	EA	42	1,250.00	$ 52,500.00
F11	Furnish and Install pavement marking and signage	LS	1	15,000.00	$ 15,000.00
F12	Provide Temporary traffic controll during construction	LS	1	20,000.00	$ 20,000.00
F13	Furnish and Install street end barricades	LS	1	750.00	$ 750.00
F14	Furnish and Install concrete valley gutter	EA	6	5,600.00	$ 33,600.00
F15	Furnsh and Install Type II driveway for alleys and pond access	EA	13	6,700.00	$ 87,100.00
TOTAL PART F: STREET IMPROVEMENTS. (Items F1 - F15)					$ 1,452,807.90

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART G: EXCAVATION AND EMBANKMENT ***PHASE 1***					
G1	Clear and grub (Row)	AC	10.01	$ 750.00	$ 7,507.50
G2	Clear and grub (Alleys)	AC	1.13	$ 750.00	$ 847.50
G3	Clear and grub (Lots)	AC	21.63	$ 750.00	$ 16,222.50
G4	Earthwork (inclusive of excavation, embankment, import, or haul-off, as required to deliver finished site)	LS	1	$ 265,000.00	$ 265,000.00
TOTAL PART G: EXCAVATION AND EMBANKMENT (Items G1 - G4)					$ 289,577.50

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART H: SLEEVING ***PHASE 1***					
H1	Sleeving	LS	1	10,000.00	$ 10,000.00
TOTAL PART H: SLEEVING (Item H1)					$ 10,000.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART A: EROSION CONTROLS & MISCELLANEOUS ITEMS ***PHASE 1 OFFSITE IMPROVEMENTS***					
A1	Furnish and Install stabilized construction entrance - complete in place. Maintain.	EA	1	$ -	$ -
A2	Furnish and Install temporary silt fence within limits of construction-complete in place. Maintain.	LF	2200	-	-
A4	Furnish and Install topsoil (6" depth) within landscaped tract areas and within ROW	SY	1200	2.00	2,400.00
A5	Furnish and Install permanent erosion control by hydromulch planting in all disturbed areas and within ROW	SY	1,200	0.85	1,020.00
TOTAL PART A: EROSION CONTROLS & MISC. (Items A1 - A5)					$ 3,420.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART B: CONSTRUCTION MATERIALS TESTING (MASS GRADING & PH1) ***PHASE 1 OFFSITE IMPROVEMENTS***					
B1	Construction Materials Testing	LS	1	65,000.00	$ 65,000.00
TOTAL PART B: CONSTRUCTION MATERIALS TESTING (Item B1)					$ 65,000.00

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
PART C: POTABLE WATER IMPROVEMENTS ***PHASE 1 OFFSITE IMPROVEMENTS***					
C1	Furnish and Install 8-inch C-900 PVC DR-14 water line(all depths)	LF	862	45.00	$ 38,790.00
C2	Furnish and Install 12-inch C-900 PVC DR-14 water line(all	LF	988	34.92	$ 34,500.96
C3	Ductile Iron Fittings ($3.08 per LF)	LF	1,850	3.00	$ 5,550.00
C4	Trench safety sytems for water line	LF	1,850	1.00	$ 1,850.00
C5	Connect to existing water line	EA	3	500.00	$ 1,500.00
C6	FM 1660 Bore	LS	1	25,000.00	$ 25,000.00
C7	Pressure pipe hydrostatic testing	LF	1,850	1.50	$ 2,775.00
TOTAL PART C: POTABLE WATER IMPROVEMENTS (Items C1 - C7)					$ 109,965.96

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #001: TREE CLEARING					
1	Tree clearing (Phase 1 only)	EA	1	$ 20,200.00	$ 20,200.00
TOTAL CHANGE ORDER #001: TREE CLEARING					$ 20,200.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #002: WW MANHOLE BASES					
1	Increased WW base thickness on reflected in plans	EA	46	202.00	$ 9,292.00
TOTAL CHANGE ORDER #002: WW MANHOLE BASES					$ 9,292.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #003: MISC. ON SITE CHANGES					
1	Misc. on site changes	EA	1	13,736.00	$ 13,736.00
TOTAL CHANGE ORDER #003: MISC. ON SITE CHANGES					$ 13,736.00

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #004: Import Material to Apartment Site					
1	Import Material	EA	1,000	50.00	$ 50,000.00
TOTAL CHANGE ORDER #004: IMPORT MATERIAL TO APARTMENT SITE					$ 50,000.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #005: Upgraded RCP					
1	36" Class IV RCP	LF	425	18.00	$ 7,650.00
2	60" Class IV RCP	LF	238	115.00	$ 27,370.00
3	24" Class IV RCP	LF	68	8.00	$ 544.00
TOTAL CHANGE ORDER #005: UPGRADED RCP					$ 35,564.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #010: Old Town Tie In Changes per City of Hutto					
1	Demo existing asphalt	SF	7,200	2.50	$ 18,000.00
2	Pave 2" HMAC on excisting subgrade	SY	800	12.00	$ 9,600.00
3	Single Services	EA	3	1,250.00	$ 3,750.00
4	Flowable Fill	CY	8	200.00	$ 1,600.00
5	8" Gate Valve	EA	3	1,200.00	$ 3,600.00
6	Concrete RIP RAP	CY	7	250.00	$ 1,750.00
7	Curb Repair	LF	60	25.00	$ 1,500.00
8	Traffic Control	MO	1	3,500.00	$ 3,500.00
TOTAL CHANGE ORDER #010: OLD TOWN TIE IN CHANGES PER COH					$ 43,300.00

DURANGO FARMS - PHASE 1 & MASS GRADING

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #011: Increased Street Sections					
1	Increased Base Thickness(Mager) by 1"	SY	5,000	2.00	$ 10,000.00
2	Increased Asphalt Thickness(Mager/1660) by .5"	SY	1,900	2.00	$ 3,800.00
3	Increased Base Thickness(Mager/1660) by 3"	SY	2,400	3.50	$ 8,400.00
4	TX5 Geogrid	SY	2,400	4.00	$ 9,600.00
TOTAL CHANGE ORDER #011: INCREASED STREET SECTIONS					$ 31,800.00

Item No.	Description	Unit	Proposal Quantity	Unit Price	Proposal Extension
CHANGE ORDER #012: OFFSITE WW TIE-IN					
2	5' WW Manhole	EA	1	4,500.00	$ 4,500.00
3	Re-CCTV WW Line	LF	253	1.25	$ 316.25
4	CCTV Remobilization	LS	1	1,250.00	$ 1,250.00
5	Plug Existing Manhole	LS	1	1,250.00	$ 1,250.00
6	Core WWMH B0	LS	1	750.00	$ 750.00
7	Chip Invert	LS	1	750.00	$ 750.00
8	Coat Manhole	VH	14	125.00	$ 1,750.00
9	Pump Around	LS	1	20,000.00	$ 20,000.00
10	Trench Protection	LS	1	15,000.00	$ 15,000.00
TOTAL CHANGE ORDER #012: OFFSITE WW TIE-IN					$ 45,566.25

DURANGO FARMS - PHASE 1 & MASS GRADING

PROJECT SUMMARY	Proposal Extension
TOTAL PART A: EROSION CONTROLS & MISC. (Items A1 - A5)	$ 57,558.00
TOTAL PART C: DRAINAGE IMPROVEMENTS (Item C1-C5)	$ 34,638.00
TOTAL PART E: DETENTION POND IMPROVEMENTS (Items E1 - E4)	$ 467,775.00
TOTAL PART G: EXCAVATION AND EMBANKMENT (Items G1 - G2)	$ 275,020.00
MASS GRADING TOTAL:	**$ 834,991.00**
TOTAL PART A: EROSION CONTROLS & MISC. (Items A1 - A7)	$ 160,375.30
TOTAL PART B: WASTEWATER IMPROVEMENTS (Items B1 - B8)	$ 428,426.28
TOTAL PART C: DRAINAGE IMPROVEMENTS (Item C1-C27)	$ 1,311,828.36
TOTAL PART D: POTABLE WATER IMPROVEMENTS (Items D1 - D15)	$ 475,150.32
TOTAL PART F: STREET IMPROVEMENTS. (Items F1 - F15)	$ 1,452,807.90
TOTAL PART G: EXCAVATION AND EMBANKMENT (Items G1 - G4)	$ 289,577.50
TOTAL PART H: SLEEVING (Item H1)	$ 10,000.00
PHASE 1 TOTAL:	**$ 4,128,165.66**
TOTAL PART A: EROSION CONTROLS & MISC. (Items A1 - A5)	$ 3,420.00
TOTAL PART B: CONSTRUCTION MATERIALS TESTING (Item B1)	$ 65,000.00
TOTAL PART C: POTABLE WATER IMPROVEMENTS (Items C1 - C7)	$ 109,965.96
PHASE 1 OFFSITE IMPROVEMENTS TOTAL:	**$ 178,385.96**
TOTAL CHANGE ORDER #001: TREE CLEARING	$ 20,200.00
TOTAL CHANGE ORDER #002: WW MANHOLE BASES	$ 9,292.00
TOTAL CHANGE ORDER #003: MISC. ON SITE CHANGES	$ 13,736.00
TOTAL CHANGE ORDER #004: IMPORT MATERIAL TO APARTMENT SITE	$ 50,000.00
TOTAL CHANGE ORDER #005: UPGRADED RCP	$ 35,564.00
TOTAL CHANGE ORDER #010: OLD TOWN TIE IN CHANGES PER COH	$ 43,300.00
TOTAL CHANGE ORDER #011: INCREASED STREET SECTIONS	$ 31,800.00
TOTAL CHANGE ORDER #012: OFFSITE WW TIE-IN	$ 45,566.25
CHANGE ORDER TOTAL:	**$ 249,458.25**

SUBTOTAL:		**$ 5,391,000.87**
ENGINEERING AND SURVEYING:	15%	**$ 808,650.13**
CITY FEES AND INSPECTIONS:	5%	**$ 269,550.04**
MANAGEMENT FEE	4%	**$ 215,640.03**
TOTAL:		**$ 6,684,841.08**

DURANGO FARMS - Phase 2

	Approx. Qty	Unit	Description of Item	Unit Price	Amount
A. EROSION CONTROLS & MISCELLANEOUS ITEMS					
A1	1	EA	Furnish and Install stabilized construction entrance - complete in place. Maintain during construction.	$ 2,000.00	$ 2,000.00
A2	30	EA	Furnish and Install Inlet Protection - complete in place. Maintain during construction.	$ 100.00	$ 3,000.00
A3	5,200	LF	Furnish and Install temporary silt fence within limits of construction - complete in place. Maintain during construction.	$ 2.00	$ 10,400.00
A4	30	LF	Furnish and Install Rock Berm - complete in place	$ 22.00	$ 660.00
A5	5,000	SY	Furnish and Install topsoil (6" depth) within landscaped tract areas and within R.O.W. - complete in place	$ 1.00	$ 5,000.00
A6	8,000	SY	Furnish and Install permanent erosion control by hydromulch planting in all disturbed areas and within R.O.W., including deconstruction area - complete in place	$ 0.85	$ 6,800.00
A7	7	EA	Furnish and Install Mailbox unit including but not limited to Cluster Box Unit(s) per plan, foundation, sidewalk to curb connection, pedestal, side panels for end units and coordination	$ 4,500.00	$ 31,500.00
			SUBTOTAL EROSION CONTROLS & MISCELLANEOUS ITEMS		**$ 59,360.00**
B. WASTEWATER IMPROVEMENTS					
B1	3,967	LF	Furnish and Install 8-inch SDR-26 PVC gravity wastewater pipe (all depths) - complete in place **Measured to the interior wall of the MH	$ 23.73	$ 94,147.11
B2	25	EA	Furnish and Install 4-ft diameter wastewater manhole - complete in place	$ 3,500.00	$ 87,500.00
B3	1	EA	Furnish and Install 4-ft diameter wastewater Drop-manhole - complete in place	$ 5,000.00	$ 5,000.00
B4	125	EA	Furnish and Install 16" Steel Encasement - complete in place	$ 60.00	$ 7,500.00
B5	70	EA	Furnish and Install 24" Steel Encasement - complete in place	$ 80.00	$ 5,600.00
B6	3,967	LF	Trench Safety System for wastewater line	$ 1.00	$ 3,967.43
B7	3,967	LF	CCTV Wastewater Lines	$ 1.25	$ 4,959.29
B8	47	EA	Furnish and Install double service connection, per detail - complete in place	$ 750.00	$ 35,250.00
B9	11	EA	Furnish and Install single service connection, per detail - complete in place	$ 700.00	$ 7,700.00
B10	2	EA	Connect to Wastewater Stub or Existing Wastewater Manhole	$ 250.00	$ 500.00
			SUBTOTAL WASTEWATER IMPROVEMENTS		**$ 252,123.83**

	Approx. Qty	Unit	Description of Item	Unit Price	Amount
C. DRAINAGE IMPROVEMENTS					
C1	1,570	LF	Furnish and Install 18-inch Class III RCP storm sewer including pipe, joints, and all other appurtenances (all depths) - complete in place	$ 41.00	$ 64,370.00
C2	885	LF	Furnish and Install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 47.75	$ 42,258.75
C3	55	LF	Furnish and Install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 60.00	$ 3,300.00
C4	375	LF	Furnish and Install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 78.52	$ 29,445.00
C5	1,300	LF	Furnish and Install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 117.52	$ 152,776.00
C6	210	LF	Furnish and Install 8' x 3' Reinforced Concrete Box Culvert storm sewer including pipe, joints, and all other appurtenances - complete in place	$ 400.00	$ 84,000.00
C7	1	EA	Furnish and Install (4' dia) Storm Sewer Manhole (all depths) - complete and in place	$ 2,000.00	$ 2,000.00
C8	1	EA	Furnish and Install (5' dia) Storm Sewer Manhole (all depths) - complete and in place	$ 2,250.00	$ 2,250.00
C9	1	EA	Furnish and Install (6' dia) Storm Sewer Manhole (all depths) - complete and in place	$ 2,500.00	$ 2,500.00
C10	2	EA	Furnish and Install (4' x 4') Storm Sewer Junction Box (all depths) - complete and in place	$ 2,100.00	$ 4,200.00
C11	6	EA	Furnish and Install (5' x 5') Storm Sewer Junction Box (all depths) - complete and in place	$ 2,500.00	$ 15,000.00
C12	1	EA	Furnish and Install (6' x 6') Storm Sewer Junction Box (all depths) - complete and in place	$ 5,000.00	$ 5,000.00
C13	24	EA	Furnish and Install 10' Curb Inlet (5'-10' depths), Type I, per City of Round Rock Standard detail - complete in place	$ 4,500.00	$ 108,000.00
C14	2	EA	Furnish and Install 20' Curb Inlet (5'-10' depths), Type I, per City of Round Rock Standard detail - complete in place	$ 6,500.00	$ 13,000.00
C15	4	EA	Funish and Install (3' x 3') Grate Inlet	$ 2,000.00	$ 8,000.00
C16	325	LF	Trapezoidal Channel Excavation shape and reveg (17FT WIDE BOTTOM & 3.5 FT TALL w/3:1 SIDE SLOPES)	$ 35.00	$ 11,375.00
C17	6	EA	Furnish and Install Headwall Inlet/Outlet Structure for 8' x 3' Culvert Crossing - complete in place	$ 25,000.00	$ 150,000.00
C18	1	EA	Furnish and Install 48" Headwall Outlet Structure	$ 15,000.00	$ 15,000.00
C19	1	EA	Connect to Existing 48" Storm Pipe	$ 2,000.00	$ 2,000.00
C20	553	SF	Rock Rip Rap	$ 2.50	$ 1,382.18
C21	4,395	LF	Trench Safety Systems for storm sewers	$ 1.00	$ 4,395.00
			SUBTOTAL DRAINAGE IMPROVEMENTS		**$ 720,251.93**

	Approx. Qty	Unit	Description of Item	Unit Price	Amount

D. POTABLE WATER IMPROVEMENTS

D1	2,225	LF	Furnish and Install 8-inch C-900 PVC DR-14 water line including pipe, restraints, and all other appurtenances (all depths) - complete in place	$ 23.01	$ 51,197.25
D2	976	LF	Furnish and Install 12-inch C-900 PVC DR-14 water line including pipe, restraints, and all other appurtenances (all depths) - complete in place	$ 32.09	$ 31,319.84
D3	3,201	LF	Ductile Iron Fittings ($3.08 per LF)	$ 4.60	$ 14,724.60
D4	9	EA	Furnish and Install 8" Gate Valve, including any necessary appurtenances - complete in place	$ 1,200.00	$ 10,800.00
D5	7	EA	Furnish and Install 12" Gate Valve, including any necessary appurtenances - complete in place	$ 2,000.00	$ 14,000.00
D6	65	EA	Furnish and Install 16" Steel Encasement - complete in place	$ 60.00	$ 3,900.00
D7	0	EA	Furnish and Install 24" Steel Encasement - complete in place	$ 80.00	$ 0.00
D8	0	EA	8" Auto Flush Valve Assembly - complete in place	$ 3,500.00	$ 0.00
D9	10	EA	Furnish and Install Standard Fire Hydrant Assembly, including pipe, fittings, restraints, valves, hydrant, and all required appurtenances, as shown on plans - complete in place	$ 3,500.00	$ 35,000.00
D10	1	EA	1" Irrigation Meters with Backflow Preventors - complete in place	$ 1,000.00	$ 1,000.00
D11	47	EA	Furnish and Install Standard potable water double service connection with meter boxes, per plans - complete in place	$ 800.00	$ 37,600.00
D12	11	EA	Furnish and Install Standard potable water single service connection with meter box, per plans - complete in place	$ 750.00	$ 8,250.00
D13	3,201	LF	Trench Safety Systems for water line	$ 1.00	$ 3,201.00
D14	1	EA	Furnish and Install 8-inch Plug	$ 250.00	$ 250.00
D15	1	EA	Furnish and Install 12-inch Plug	$ 250.00	$ 250.00
D16	2	EA	Connect to existing waterline	$ 1,250.00	$ 2,500.00
D17	3,201	LF	Pressure Pipe Hydrostatic Testing	$ 2.00	$ 6,402.00
D18	0	LF	Bore Pit for 12" water line under FM 1660	$ 500.00	$ 0.00
			SUBTOTAL POTABLE WATER IMPROVEMENTS		**$ 220,394.69**

E. STREET IMPROVEMENTS

E1	19,100	SY	8" of Lime Stabilized Subgrade (to 3' behind curb) (Mager, Local Streets, Alleys)	$ 5.80	$ 110,780.00
E2	14,100	SY	9" Crushed Limestone Base (to 3' behind curb) (Local Streets & Alleys)	$ 8.90	$ 125,490.00
E3	5,000	SY	10" Crushed Limestone Base (to 3' behind curb) (Mager)	$ 8.90	$ 44,500.00
E4	13,000	SY	Furnish and Install CoRR Item 340 Type D HMAC, 2.0" depth - complete in place	$ 9.95	$ 129,350.00
E5	1,800	LF	Furnish and Install Standard 24" Ribbon Curb - complete in place.	$ 10.00	$ 18,000.00
E6	7,680	LF	Furnish and Install Standard 6" Concrete Curb and Gutter - complete in place.	$ 12.00	$ 92,160.00
E7	564	LF	Furnish and Install Concrete Sidewalks, 5' wide - complete in place	$ 28.00	$ 15,779.40
E8	12	EA	Furnish and Install curb ramp (All Types) per details - complete in place	$ 1,250.00	$ 15,000.00
E9	1	LS	Furnish and Install Pavement Marking and Signage – complete and in place	$ 15,000.00	$ 15,000.00
E10	1	LS	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	$ 20,000.00	$ 20,000.00
E11	1	LS	Furnish and Install Street End Barricades (Use on-site boulders if required)	$ 750.00	$ 750.00
E12	4	EA	Furnish and Install Concrete Valley Gutter - complete in place	$ 5,600.00	$ 22,400.00
			SUBTOTAL STREET IMPROVEMENTS		**$ 609,209.40**

	Approx. Qty	Unit	Description of Item	Unit Price	Amount

F. EXCAVATION AND EMBANKMENT

F1	4.54	AC	Clear and Grub (Row)	$ 750.00	$ 3,403.23
F2	0.41	AC	Clear and Grub (ALLEYS)	$ 750.00	$ 310.00
F3	13.50	AC	Clear and Grub (Lots)	$ 750.00	$ 10,125.00
F4	20,000	YD	Earthwork (inclusive of excavation and embankment of on-site material required to deliver finished site)	$ 7.50	$ 150,000.00
			SUBTOTAL EXCAVATION AND EMBANKMENT		**$ 163,838.23**

G. SLEEVING

G1	1	LS	Sleeving	$ 10,000.00	$ 10,000.00
			SUBTOTAL SLEEVING		**$ 10,000.00**

DURANGO FARMS - Phase 2		
A. EROSION CONTROLS & MISCELLANEOUS ITEMS		**$ 59,360**
B. WASTEWATER IMPROVEMENTS		**$ 252,124**
C. DRAINAGE IMPROVEMENTS		**$ 720,252**
D. POTABLE WATER IMPROVEMENTS		**$ 220,395**
E. STREET IMPROVEMENTS		**$ 609,209**
F. EXCAVATION AND EMBANKMENT		**$ 163,838**
G. SLEEVING		**$ 10,000**
SUBTOTAL		**$ 2,035,178.08**
ENGINEERING & SURVEYING	15.0%	**$ 305,276.71**
MATERIAL TESTING	1.5%	**$ 30,527.67**
CITY FEES AND INSPECTIONS	5.0%	**$ 101,758.90**
MANAGEMENT FEE	4.0%	**$ 81,407.12**
TOTAL		**$ 2,554,148.49**

DURANGO FARMS - Phase 3 (Section 2)

	Approx. Qty	Unit	Description of Item	Unit Price	Amount
A. EROSION CONTROLS & MISCELLANEOUS ITEMS					
A1	1	EA	Furnish and Install stabilized construction entrance - complete in place. Maintain during construction.	$ 2,000.00	$ 2,000.00
A2	0	EA	Furnish and Install Inlet Protection - complete in place. Maintain during construction.	$ 100.00	$ 0.00
A3	1,500	LF	Furnish and Install temporary silt fence within limits of construction - complete in place. Maintain during construction.	$ 2.00	$ 3,000.00
A4	30	LF	Furnish and Install Rock Berm - complete in place	$ 22.00	$ 660.00
A5	0	SY	Furnish and Install topsoil (6" depth) within landscaped tract areas and within R.O.W. - complete in place	$ 1.00	$ 0.00
A6	10,000	SY	Furnish and Install permanent erosion control by hydromulch planting in all disturbed areas and within R.O.W., including deconstruction area - complete in place	$ 0.85	$ 8,500.00
			SUBTOTAL EROSION CONTROLS & MISCELLANEOUS ITEMS		**$ 14,160.00**
B. WASTEWATER IMPROVEMENTS					
B1	25	LF	Furnish and Install 8-inch SDR-26 PVC gravity wastewater pipe (all depths) - complete in place **Measured to the interior wall of the MH	$ 23.73	$ 593.25
B2	0	EA	Furnish and Install 4-ft diameter wastewater manhole - complete in place	$ 3,500.00	$ 0.00
B3	0	EA	Furnish and Install 4-ft diameter wastewater Drop-manhole - complete in place	$ 5,000.00	$ 0.00
B4	0	EA	Furnish and Install 16" Steel Encasement - complete in place	$ 60.00	$ 0.00
B5	0	EA	Furnish and Install 24" Steel Encasement - complete in place	$ 80.00	$ 0.00
B6	25	LF	Trench Safety System for wastewater line	$ 1.00	$ 25.00
B7	25	LF	CCTV Wastewater Lines	$ 1.25	$ 31.25
B8	0	EA	Furnish and Install double service connection, per detail - complete in place	$ 750.00	$ 0.00
B9	0	EA	Furnish and Install single service connection, per detail - complete in place	$ 700.00	$ 0.00
B10	1	EA	Connect to Existing Wastewater Manhole	$ 250.00	$ 250.00
			SUBTOTAL WASTEWATER IMPROVEMENTS		**$ 899.50**

	Approx. Qty	Unit	Description of Item	Unit Price	Amount

C. DRAINAGE IMPROVEMENTS

C1	0	LF	Furnish and Install 18-inch Class III RCP storm sewer including pipe, joints, and all other appurtenances (all depths) - complete in place	$ 41.00	$ 0.00
C2	0	LF	Furnish and Install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 47.75	$ 0.00
C3	0	LF	Furnish and Install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 60.00	$ 0.00
C4	0	LF	Furnish and Install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 78.52	$ 0.00
C5	0	LF	Furnish and Install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, and all other appurtenances - complete in place	$ 117.52	$ 0.00
C6	0	LF	Furnish and Install 8' x 3' Reinforced Concrete Box Culvert storm sewer including pipe, joints, and all other appurtenances - complete in place	$ 400.00	$ 0.00
C7	0	EA	Furnish and Install (4' dia) Storm Sewer Manhole (all depths) - complete and in place	$ 2,000.00	$ 0.00
C8	0	EA	Furnish and Install (5' dia) Storm Sewer Manhole (all depths) - complete and in place	$ 2,250.00	$ 0.00
C9	0	EA	Furnish and Install (6' dia) Storm Sewer Manhole (all depths) - complete and in place	$ 2,500.00	$ 0.00
C10	0	EA	Furnish and Install (4' x 4') Storm Sewer Junction Box (all depths) - complete and in place	$ 2,100.00	$ 0.00
C11	0	EA	Furnish and Install (5' x 5') Storm Sewer Junction Box (all depths) - complete and in place	$ 2,500.00	$ 0.00
C12	0	EA	Furnish and Install (6' x 6') Storm Sewer Junction Box (all depths) - complete and in place	$ 5,000.00	$ 0.00
C13	0	EA	Furnish and Install 10' Curb Inlet (5'-10' depths), Type I, per City of Round Rock Standard detail - complete in place	$ 4,500.00	$ 0.00
C14	0	EA	Furnish and Install 20' Curb Inlet (5'-10' depths), Type I, per City of Round Rock Standard detail - complete in place	$ 6,500.00	$ 0.00
C15	0	EA	Funish and Install (3' x 3') Grate Inlet	$ 2,000.00	$ 0.00
C16	0	LF	Trapezoidal Channel Excavation shape and reveg (17FT WIDE BOTTOM & 3.5 FT TALL w/3:1 SIDE SLOPES)	$ 35.00	$ 0.00
C17	0	EA	Furnish and Install Headwall Inlet/Outlet Structure for 8' x 3' Culvert Crossing - complete in place	$ 25,000.00	$ 0.00
C18	0	EA	Furnish and Install 48" Headwall Outlet Structure	$ 15,000.00	$ 0.00
C19	0	EA	Connect to Existing 48" Storm Pipe	$ 2,000.00	$ 0.00
C20	0	SF	Rock Rip Rap	$ 2.50	$ 0.00
C21	0	SF	Trench Safety Systems for storm sewers	$ 2.50	$ 0.00
C22	1	LS	Parcel Detention Pond	$ 150,000.00	$ 150,000.00
			SUBTOTAL DRAINAGE IMPROVEMENTS		**$ 150,000.00**

	Approx. Qty	Unit	Description of Item	Unit Price	Amount

D. POTABLE WATER IMPROVEMENTS

D1	0	LF	Furnish and Install 8-inch C-900 PVC DR-14 water line including pipe, restraints, and all other appurtenances (all depths) - complete in place	$ 23.01	$ 0.00
D2	700	LF	Furnish and Install 12-inch C-900 PVC DR-14 water line including pipe, restraints, and all other appurtenances (all depths) - complete in place	$ 32.09	$ 22,463.00
D3	700	LF	Ductile Iron Fittings ($3.08 per LF)	$ 4.60	$ 3,220.00
D4	0	EA	Furnish and Install 8" Gate Valve, including any necessary appurtenances - complete in place	$ 1,200.00	$ 0.00
D5	2	EA	Furnish and Install 12" Gate Valve, including any necessary appurtenances - complete in place	$ 2,000.00	$ 4,000.00
D6	0	EA	Furnish and Install 16" Steel Encasement - complete in place	$ 60.00	$ 0.00
D7	75	EA	Furnish and Install 24" Steel Encasement - complete in place	$ 80.00	$ 6,000.00
D8	1	EA	8" Auto Flush Valve Assembly - complete in place	$ 3,500.00	$ 3,500.00
D9	0	EA	Furnish and Install Standard Fire Hydrant Assembly, including pipe, fittings, restraints, valves, hydrant, and all required appurtenances, as shown on plans - complete in place	$ 3,500.00	$ 0.00
D10	0	EA	1" Irrigation Meters with Backflow Preventors - complete in place	$ 1,000.00	$ 0.00
D11	0	EA	Furnish and Install Standard potable water double service connection with meter boxes, per plans - complete in place	$ 800.00	$ 0.00
D12	0	EA	Furnish and Install Standard potable water single service connection with meter box, per plans - complete in place	$ 750.00	$ 0.00
D13	700	LF	Trench Safety Systems for water line	$ 1.00	$ 700.00
D14	0	EA	Furnish and Install 8-inch Plug	$ 250.00	$ 0.00
D15	1	EA	Furnish and Install 12-inch Plug	$ 250.00	$ 250.00
D16	0	EA	Connect to existing waterline	$ 1,250.00	$ 0.00
D17	700	LF	Pressure Pipe Hydrostatic Testing	$ 2.00	$ 1,400.00
D18	110	LF	Bore Pit for 12" water line under FM 1660	$ 500.00	$ 55,000.00
			SUBTOTAL POTABLE WATER IMPROVEMENTS		**$ 96,533.00**

E. STREET IMPROVEMENTS

E1	0	SY	8" of Lime Stabilized Subgrade (to 3' behind curb) (Mager, Local Streets, Alleys)	$ 5.80	$ 0.00
E2	0	SY	9" Crushed Limestone Base (to 3' behind curb) (Local Streets & Alleys)	$ 8.90	$ 0.00
E3	0	SY	10" Crushed Limestone Base (to 3' behind curb) (Mager)	$ 8.90	$ 0.00
E4	0	SY	Furnish and Install CoRR Item 340 Type D HMAC, 2.0" depth - complete in place	$ 9.95	$ 0.00
E5	0	LF	Furnish and Install Standard 24" Ribbon Curb - complete in place.	$ 10.00	$ 0.00
E6	0	LF	Furnish and Install Standard 6" Concrete Curb and Gutter - complete in place.	$ 12.00	$ 0.00
E7	0	LF	Furnish and Install Concrete Sidewalks, 5' wide - complete in place	$ 28.00	$ 0.00
E8	0	EA	Furnish and Install curb ramp (All Types) per details - complete in place	$ 1,250.00	$ 0.00
E9	0	LS	Furnish and Install Pavement Marking and Signage – complete and in place	$ 15,000.00	$ 0.00
E10	0	LS	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	$ 20,000.00	$ 0.00
E11	0	LS	Furnish and Install Street End Barricades (Use on-site boulders if required)	$ 750.00	$ 0.00
E12	0	EA	Furnish and Install Concrete Valley Gutter - complete in place	$ 5,600.00	$ 0.00
			SUBTOTAL STREET IMPROVEMENTS		**$ 0.00**

	Approx. Qty	Unit	Description of Item	Unit Price	Amount

F. EXCAVATION AND EMBANKMENT

F1	0.00	AC	Clear and Grub (Row)	$ 750.00	$ 0.00
F2	0.00	AC	Clear and Grub (ALLEYS)	$ 750.00	$ 0.00
F3	5.00	AC	Clear and Grub (Lots)	$ 750.00	$ 3,750.00
F4	25,000.00	YD	Earthwork (inclusive of excavation, embankment and import of off-site material required to deliver finished site grades and improve existing channel drainage)	$ 10.00	$ 250,000.00
F5	1,000	LF	Gravity Retaining Wall at Channel Edge - 3' to 4' Tall	$ 100.00	$ 100,000.00
			SUBTOTAL EXCAVATION AND EMBANKMENT		**$ 353,750.00**

G. SLEEVING

G1	0	LS	Sleeving	$ 10,000.00	$
			SUBTOTAL SLEEVING		**$ 0.00**

DURANGO FARMS - Phase 3 (Section 2)		
A. EROSION CONTROLS & MISCELLANEOUS ITEMS		**$ 14,160**
B. WASTEWATER IMPROVEMENTS		**$ 900**
C. DRAINAGE IMPROVEMENTS		**$ 150,000**
D. POTABLE WATER IMPROVEMENTS		**$ 96,533**
E. STREET IMPROVEMENTS		**$ 0**
F. EXCAVATION AND EMBANKMENT		**$ 353,750**
G. SLEEVING		**$ 0**
SUBTOTAL		**$ 615,342.50**
ENGINEERING & SURVEYING	15.0%	**$ 92,301.38**
MATERIAL TESTING	1.5%	**$ 9,230.14**
CITY FEES AND INSPECTIONS	5.0%	**$ 30,767.13**
MANAGEMENT FEE	4.0%	**$ 24,613.70**
TOTAL		**$ 772,254.84**

FM 1660 AT MAGER LANE OPERATIONAL IMPROVEMENTS

HNTB

ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE (STATE)	UNIT PRICE (DISTRICT)	EST UNIT PRICE	COST
100 6002	PREPARING ROW	STA	14	$4,527.76	$3,124.71	$3,500.00	$48,615.00
104 6009	REMOVING CONC (RIPRAP)	SY	55	$8.74	$10.48	$11.00	$605.00
104 6015	REMOVING CONC (SIDEWALKS)	SY	986	$11.87	$17.38	$18.00	$17,748.00
104 6021	REMOVING CONC (CURB)	LF	171	$4.69	$7.25	$8.00	$1,368.00
105 6020	REMOVING STAB BASE & ASPH PAV (12")	SY	1,619	$4.23	N/A	$5.00	$8,095.00
110 6001	EXCAVATION (ROADWAY)	CY	1,542	$8.56	$8.43	$9.00	$13,878.00
132 6025	EMBANKMENT (FINAL) (DENS CONT) (TY C1)	CY	1,475	$5.41	N/A	$6.00	$8,850.00
247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	1,435	$45.13	N/A	$46.00	$66,010.00
310 6001	PRIME COAT (MULTI OPTION)	GAL	941	$3.78	N/A	$4.00	$3,764.00
347 6001	TOM (ASPHALT) PG 76-22	TON	26	$153.05	N/A	$154.00	$4,022.48
347 6002	TOM-C (AGGREGATE) SAC-A	TON	408	$97.48	N/A	$98.00	$39,984.00
400 6001	STRUCT EXCAV	CY	94	$3.13	$6.92	$7.00	$658.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	60	$3.61	$7.20	$8.00	$480.00
416 6030	***DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	-	N/A	N/A	N/A	-
416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	-	$286.29	$300.93	$301.00	-
432 6001	RIPRAP (CONC)(4 IN)	CY	39	$438.69	$421.46	$439.00	$17,121.00
432 6045	RIPRAP (MOW STRIP)(4 IN)	CY	12	$425.67	$436.92	$437.00	$5,244.00
460 6005	CMP (GAL STL 36 IN)	LF	32	$101.66	$58.06	$102.00	$3,264.00
462 6010	CONC BOX CULV (6 FT X 3 FT)	LF	67	$363.64	$445.35	$446.00	$29,882.00
464 6017	RC PIPE (CL IV)(18 IN)	LF	38	$112.15	$80.80	$113.00	$4,294.00
466 6009	HEADWALL (CH - FW - 0) (DIA= 36 IN)	EA	1	$6,053.45	$6,552.00	$6,552.00	$6,552.00
466 6011	HEADWALL (CH - FW - 0) (DIA= 48 IN)	EA	2	$6,668.55	N/A	$6,669.00	$13,338.00
466 6151	WINGWALL (FW - 0) (HW=4 FT)	EA	1	$6,659.04	$5,066.32	$6,660.00	$6,660.00
466 6167	WINGWALL (FW - S) (HW=6 FT)	EA	1	$14,398.57	$14,095.00	$14,399.00	$14,399.00
467 6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	1	$873.78	N/A	$874.00	$874.00
467 6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	1	$996.43	N/A	$997.00	$997.00
467 6441	SET (TY II) (36 IN) (CMP) (4: 1) (C)	EA	1	$3,781.29	$3,734.97	$3,782.00	$3,782.00
496 6004	REMOV STR (SET)	EA	2	$427.16	$342.67	$428.00	$856.00
496 6007	REMOV STR (PIPE)	LF	75	$15.37	$12.81	$16.00	$1,200.00
496 6099	REMOVE STR (RAIL)	LF	136	$27.80	$58.70	$59.00	$8,024.00
500 6001	MOBILIZATION	LS	1	N/A	N/A	$100,000.00	$100,000.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$8,276.57	$8,137.73	$8,277.00	$41,385.00
512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	1,700	$32.28	$23.48	$33.00	$56,100.00
512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	160	$37.70	$52.54	$53.00	$8,480.00
512 6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	1,700	$6.66	$8.27	$9.00	$15,300.00
512 6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	160	$9.14	$13.69	$14.00	$2,240.00
529 6008	CONC CURB & GUTTER (TY II)	LF	244	$19.94	$19.56	$20.00	$4,880.00
529 6038	CONC CURB (RIBBON)	LF	40	$25.33	N/A	$26.00	$1,040.00
530 6005	DRIVEWAYS (ACP)	SY	237	$42.38	$36.46	$43.00	$10,191.00
531 6001	CONC SIDEWALKS (4")	SY	914	$50.44	$49.56	$51.00	$46,614.00
531 6004	CURB RAMPS (TY 1)	EA	2	$1,747.45	$1,465.40	$1,748.00	$3,496.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	244	$20.77	N/A	$21.00	$5,124.00
540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1	$1,289.35	$1,518.74	$1,519.00	$1,519.00
544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	1	$2,591.66	$2,647.79	$2,648.00	$2,648.00
618 6046	CONDT (PVC) (SCH 80) (2")	LF	-	$10.05	$10.50	$11.00	-
618 6053	CONDT (PVC) (SCH 80) (3")	LF	-	$15.64	$15.64	$16.00	-
618 6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	-	$35.75	$35.75	$36.00	-
620 6007	ELEC CONDR (NO.8) BARE	LF	-	$1.23	$1.23	$2.00	-
620 6008	ELEC CONDR (NO.8) INSULATED	LF	-	$1.33	$1.33	$2.00	-
620 6009	ELEC CONDR (NO.6) BARE	LF	-	$1.30	$1.19	$2.00	-
620 6010	ELEC CONDR (NO.6) INSULATED	LF	-	$1.69	$1.38	$2.00	-
624 6002	GROUND BOX TY A (122311)W/APRON	EA	-	$995.89	$915.31	$996.00	-
624 6010	GROUND BOX TY D (162922)W/APRON	EA	-	$1,164.61	$1,373.58	$1,374.00	-
628 6046	ELC SRV TY A 240/480 060(NS)SS(E)SP(U)	EA	-	$5,192.00	N/A	$5,192.00	-
636 6001	*ALUMINUM SIGNS (TY A)	SF	-	N/A	N/A	N/A	-
644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	5	$536.88	$483.84	$537.00	$2,685.00
644 6076	REMOVE SM RD SN SUP&AM	EA	5	$89.88	$91.71	$92.00	$460.00
662 6061	WK ZN PAV MRK REMOV (W)4"(DOT)	LF	270	$0.99	$0.64	$1.00	$270.00
662 6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	9,870	$0.65	$0.57	$1.00	$9,870.00
662 6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	176	$7.05	$6.43	$8.00	$1,408.00
662 6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	13,868	$0.66	$0.55	$1.00	$13,868.00
666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	453	$0.90	$1.01	$2.00	$906.00
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	1,048	$0.84	$0.75	$1.00	$1,048.00
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	221	$5.92	$8.23	$9.00	$1,989.00
666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	7	$133.63	$134.77	$135.00	$945.00
666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	7	$152.34	N/A	$153.00	$1,071.00
666 6224	PAVEMENT SEALER 4"	LF	6,857	$0.12	N/A	$1.00	$6,857.00
666 6226	PAVEMENT SEALER 8"	LF	1,048	$0.35	N/A	$1.00	$1,048.00
666 6230	PAVEMENT SEALER 24"	LF	221	$1.74	N/A	$2.00	$442.00
666 6231	PAVEMENT SEALER (ARROW)	EA	7	$71.60	$71.60	$72.00	$504.00
666 6232	PAVEMENT SEALER (WORD)	EA	7	$76.50	$76.50	$77.00	$539.00
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	3,115	$0.33	$0.33	$1.00	$3,115.00
666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	3,742	$0.36	$0.36	$1.00	$3,742.00
672 6007	REFL PAV MRKR TY I-C	EA	41	$3.40	$3.40	$4.00	$164.00
672 6009	REFL PAV MRKR TY II-A-A	EA	189	$3.31	$3.31	$4.00	$756.00
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	6,940	$0.24	$0.24	$1.00	$6,940.00
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	188	$1.42	$1.42	$2.00	$376.00
677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	196	$2.71	$2.71	$2.71	$531.16
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	114	$3.33	$5.13	$6.00	$684.00
678 6001	PAV SURF PREP FOR MRK (4")	LF	6,857	$0.04	$0.05	$1.00	$6,857.00
678 6004	PAV SURF PREP FOR MRK (8")	LF	1,048	$0.14	$0.19	$1.00	$1,048.00
678 6008	PAV SURF PREP FOR MRK (24")	LF	221	$0.75	$0.91	$1.00	$221.00
678 6009	PAV SURF PREP FOR MRK (ARROW)	EA	7	$18.93	$22.57	$23.00	$161.00
678 6016	PAV SURF PREP FOR MRK (WORD)	EA	7	$23.42	$25.98	$26.00	$182.00
678 6033	PAV SURF PREP FOR MRK (RPM)	EA	230	$0.78	$5.08	$6.00	$1,380.00
680 6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$22,728.15	$17,410.19	$250,000.00	$250,000.00
680 SUB01	*CONTROLLER FULL-ACTUATED W/CABINET	EA	-	N/A	N/A	N/A	-
680 SUB02	*TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	-	N/A	N/A	N/A	-
680 SUB03	*GROUND ROD, 5/8" X 10' COPPER	EA	-	N/A	N/A	N/A	-
680 SUB04	*DETECTOR CARD RACK (8 SLOT & 4 SLOT)	EA	-	N/A	N/A	N/A	-
680 SUB05	*DETECTOR UNIT (DUAL CHANNEL)	EA	-	N/A	N/A	N/A	-
680 SUB06	*MAST ARM DAMPER	EA	-	N/A	N/A	N/A	-

FM 1660 AT MAGER LANE OPERATIONAL IMPROVEMENTS

HNTB

ITEM CODE	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE (STATE)	UNIT PRICE (DISTRICT)	EST UNIT PRICE	COST
682 6001	VEH SIG SEC (12")LED(GRN)	EA	-	$230.39	$209.72	$231.00	-
682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	-	$233.05	$234.54	$235.00	-
682 6003	VEH SIG SEC (12")LED(YEL)	EA	-	$239.28	$218.65	$240.00	-
682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	-	$237.39	$229.60	$238.00	-
682 6005	VEH SIG SEC (12")LED(RED)	EA	-	$233.22	$215.31	$234.00	-
682 6006	VEH SIG SEC (12")LED(RED ARW)	EA	-	$234.87	$233.83	$235.00	-
682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	-	$560.94	$657.39	$658.00	-
682 6023	BACK PLATE (12")(3 SEC)	EA	-	$91.85	$66.77	$92.00	-
682 6024	BACK PLATE (12")(4 SEC)	EA	-	$110.79	$76.21	$111.00	-
682 SUB01	TWO-INCH RETROREFLECTIVE YELLOW BORDER	EA	-	N/A	N/A	N/A	-
684 6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	-	$1.93	$1.52	$2.00	-
684 6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	-	$0.70	$1.45	$2.00	-
684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	-	$2.26	$2.83	$3.00	-
686 6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	-	$9,747.04	$8,914.93	$9,748.00	-
686 6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	-	$11,209.91	$8,115.00	$11,210.00	-
687 6001	PED POLE ASSEMBLY	EA	-	$1,897.85	$2,645.41	$2,646.00	-
688 6001	PED DETECT PUSH BUTTON (APS)	EA	-	$764.60	$1,057.78	$1,058.00	-
688 6003	PED DETECTOR CONTROLLER UNIT	EA	-	$3,108.55	$2,855.00	$3,109.00	-
688 SUB1	****SIGN, PED PUSH BUTTON (9"X15")(R10-eL)	EA	-	N/A	N/A	N/A	-
688 SUB2	****SIGN, PED PUSH BUTTON (9"X15")(R10-eR)	EA	-	N/A	N/A	N/A	-
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	601	$120.25		$121.00	$72,721.00
3076 6048	D-GR HMA TY-D PG76-22	TON	375	$73.93	$73.93	$74.00	$27,750.00
3076 6066	TACK COAT	GAL	350	$2.82	$2.80	$3.00	$1,050.00
3085 6001	UNDERSEAL COURSE	GAL	1,489	$3.10	$2.86	$4.00	$5,956.00
5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	4,686	$1.12	$0.98	$2.00	$9,372.00
6010 6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	-	$5,142.73	$10,200.00	$10,200.00	-
6010 SUB01	*****CISCO IR1101	EA	-	N/A	N/A	N/A	-
6010 SUB02	*****MOXA/MEAN WELL POWER SUPPLY	EA	-	N/A	N/A	N/A	-
6010 SUB03	*****EDR 810 SWITCH	EA	-	N/A	N/A	N/A	-
6010 SUB04	*****AXIS Q6124-E	EA	-	N/A	N/A	N/A	-
6010 SUB05	*****AXIS – T94A01 PENDANT KIT FOR MOUNTING CAMERA	EA	-	N/A	N/A	N/A	-
6010 SUB06	*****CAT5E OUTDOOR CABLE PART VDC5-4DBSG-1K	EA	-	N/A	N/A	N/A	-
6058 6002	BBU SYSTEM (STAND-ALONE BATT CABINET)	EA	-	$7,638.00	N/A	$7,638.00	-
6292 6001	RVDS(PRESENCE DETECTION ONLY)	EA	-	$7,065.14	$5,373.88	$7,066.00	-
6292 6002	RVDS(ADVANCE DETECTION ONLY)	EA	-	$7,479.62	$5,826.88	$7,480.00	-
6292 SUB1	RADAR PRESENCE DETECTOR COMM CABLE	LF	-	N/A	N/A	N/A	-
6292 SUB2	RADAR ADVANCED DETECTOR COMM CABLE	LF	-	N/A	N/A	N/A	-
6367 6002	INSTALLATION OF CELLULAR MODEM	EA	-	$1,000.00	$1,000.00	$1,000.00	-
						SUBTOTAL:	**$1,066,497.64**
						CONTINGENCY (20%):	**$213,300.00**

ESTIMATED TOTAL	**$1,279,800.00**
PM, Engineering, Environmental, and Construction Consultant Fees	**$474,030.00**
Management Fee	**$51,192.00**
ROW DONATION	**$119,180.00**
ESTIMATED TOTAL DONATION	**$1,924,202.00**

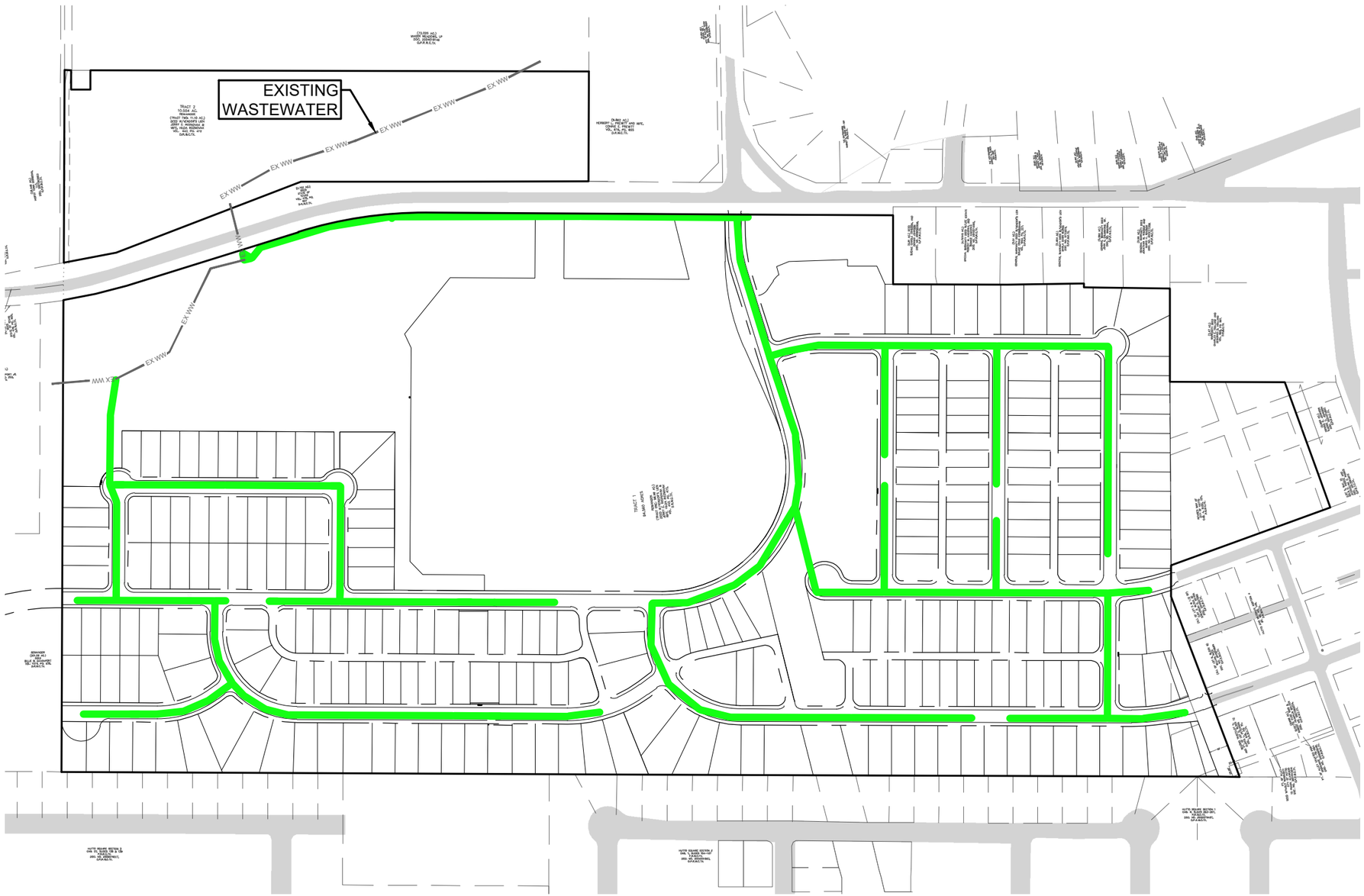
SUB# - DESCRIPTION CODE INDICATES SUBSIDIARY TO THE SPECIFIED ITEM AND ARE FOR CONTRACTOR INFORMATION ONLY.
*** - FOR CONTRACTOR INFORMATION ONLY. SUBSIDIARY TO ITEM 680**
**** - FOR CONTRACTOR INFORMATION ONLY. SUBSIDIARY TO ITEM 644**
***** - FOR CONTRACTOR INFORMATION ONLY. SUBSIDIARY TO ITEM 687**
****** - FOR CONTRACTOR INFORMATION ONLY. SUBSIDIARY TO ITEM 688**
******* - FOR CONTRACTOR INFORMATION ONLY. SUBSIDIARY TO ITEM 6010**

DISCLAIMER: THE INFORMATION IN THIS COST ESTIMATE ARE BASED ON THE ENGINEER'S BEST JUDGMENT, BEST PRACTICES, SIMILAR PROJECTS, AND AVAILABLE INFORMATION FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AVERAGE 12 CONSECUTIVE MONTH LOW-BID UNIT PRICE INFORMATION FOR HIGHWAY CONSTRUCTION PROJECTS AS OF FEBRUARY 2021.

AS SUCH, ACTUAL BID RESULTS WILL LIKELY VARY BASED ON CHANGING MARKET COST CONDITIONS, BIDDING ENVIRONMENTS, UNKNOWN CONDITIONS, HYPERINFLATION, AND CONSTRUCTION METHODS. THE ENGINEER DOES NOT GUARANTEE THE ACTUAL BID AND CONSTRUCTION COST RESULTS FOR COMPLETING THIS PROJECT.

NOTES:
1. KARST VOID MITIGATION NOT INCLUDED WITH THIS ESTIMATE. SOLUTIONS TBD PER TXDOT/TCEQ.
2. OFF DUTY LAW ENFORCEMENT REQUIREMENT FOR MANAGING INTERSECTION DURING SIGNAL COMMISSIONING NOT INCLUDED WITH THIS ESTIMATE.
3. FIELD SURVEY COST EXCLUDED.

APPENDIX 3
WASTEWATER IMPROVEMENTS



0 300' 600'

SCALE: 1" = 300'

LEGEND

- ROW
- PROPERTY BOUNDARY
- SECTION 1 WASTEWATER

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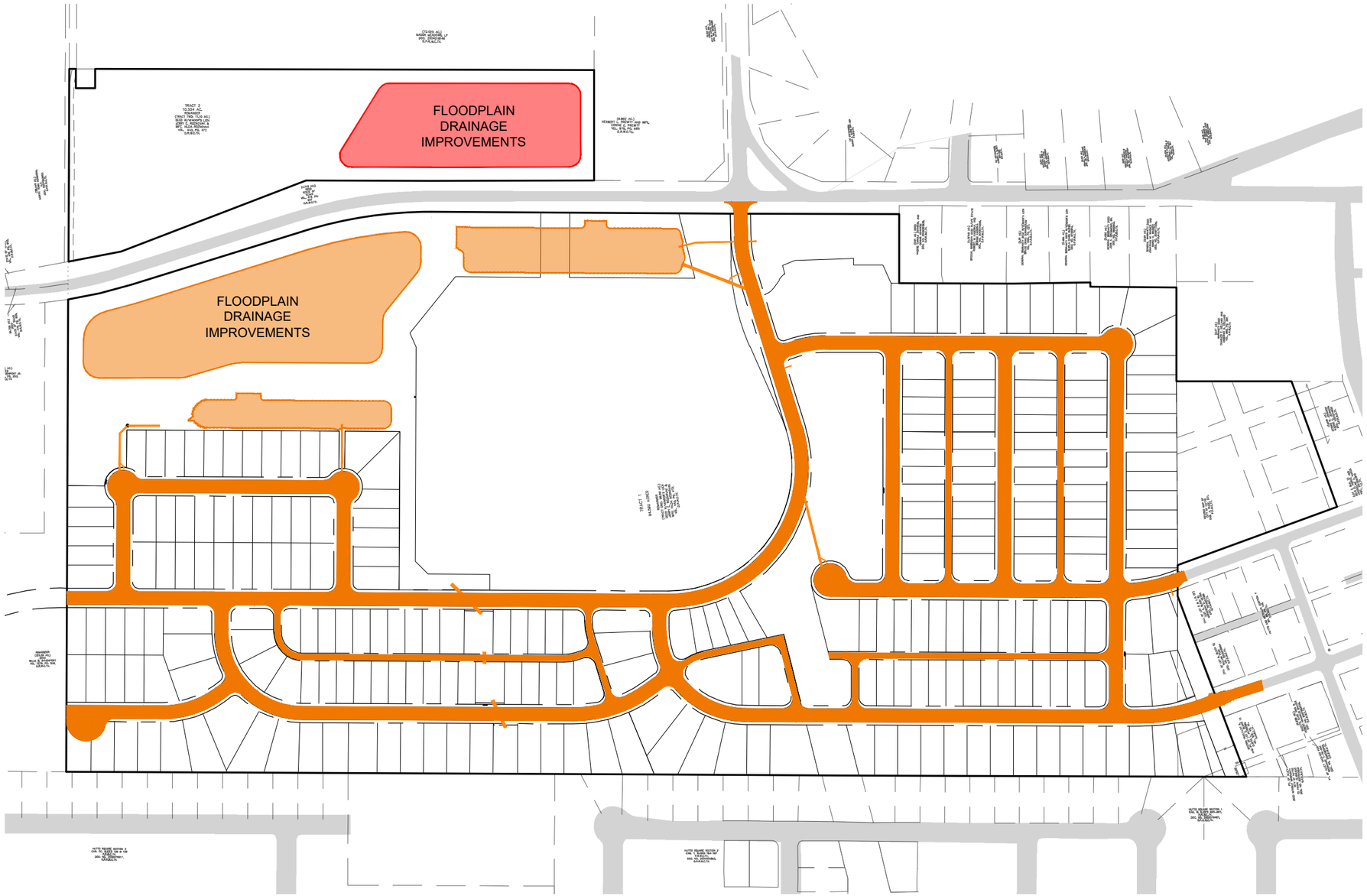
DURANGO FARMS

WASTEWATER

WILLIAMSON COUNTY, HUTTO, TEXAS

8/12/2021

APPENDIX 4
DRAINAGE IMPROVEMENTS



0 300' 600'

SCALE: 1" = 300'

LEGEND

- ROW
- PROPERTY BOUNDARY
- SECTION 1 STORMSEWER
- SECTION 2 STORMSEWER

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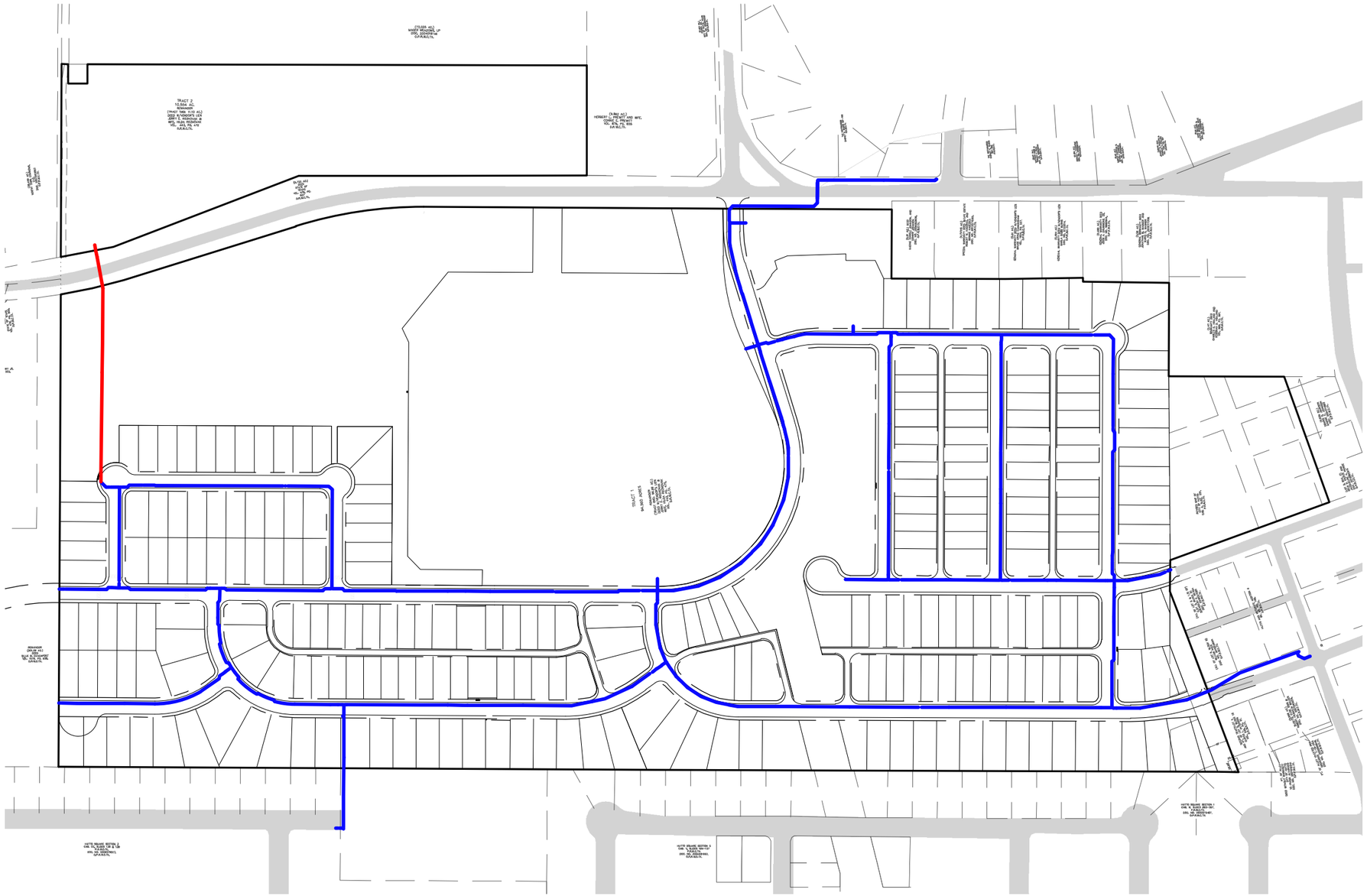
DURANGO FARMS

DRAINAGE

WILLIAMSON COUNTY, HUTTO, TEXAS

8/12/2021

APPENDIX 5
POTABLE WATER IMPROVEMENTS



0 300' 600'

SCALE: 1" = 300'

LEGEND

- ROW
- PROPERTY BOUNDARY
- SECTION 1 WATERLINE
- SECTION 2 WATERLINE

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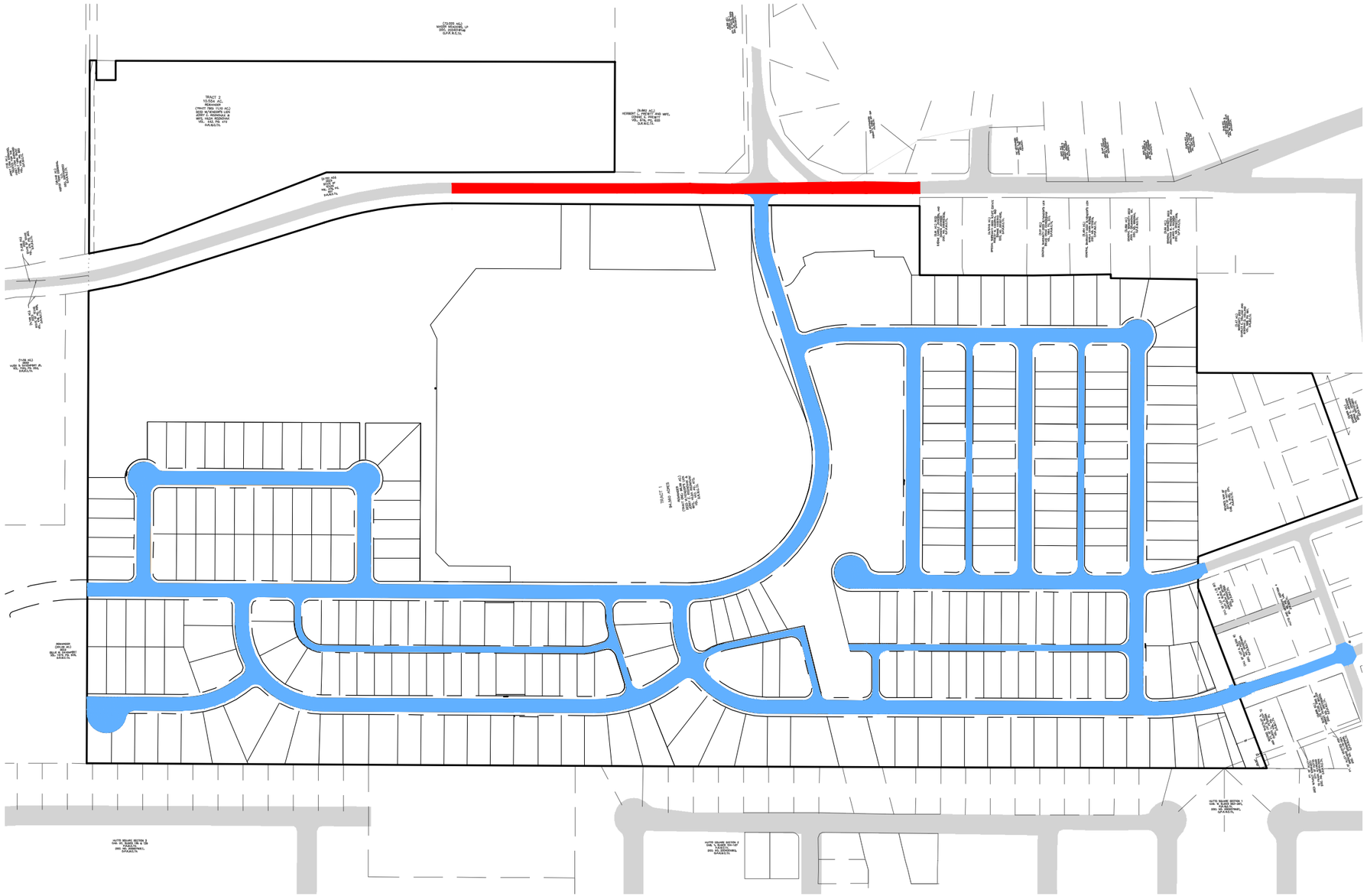
DURANGO FARMS

POTABLE WATER

WILLIAMSON COUNTY, HUTTO, TEXAS

8/12/2021

APPENDIX 6
STREET IMPROVEMENTS



0 300' 600'

SCALE: 1" = 300'

LEGEND

- ROW
- PROPERTY BOUNDARY
- SECTION 1 ROADWAY
- FM 1660 IMPROVEMENTS

P:\Marlin Atlantis\194301.015_Roznovak\03_ACAD\Exhibits\Exhibits for Engineering Report\ROAD IMPROVEMENTS.dwg, Layout1, August 12, 2021, 12:14 PM, JKennedy

DURANGO FARMS

STREETS

WILLIAMSON COUNTY, HUTTO, TEXAS

8/12/2021

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-134 of the City of Hutto declaring void a Pro Rata Share Agreement with Meritage Homes dated September 21, 2018, including any amendments, in the alternative rescinding said agreement including any amendments; and in the further alternative authorizing the City Manager to terminate said agreement and any amendments; providing for an accounting and pro rata share analysis; and providing an effective date.*Pending documents*

Meeting: Thursday, August 19, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-134 Voiding Pro Rata Agmt

RESOLUTION NO. R-2021-134

A RESOLUTION OF THE CITY OF HUTTO DECLARING VOID A PRO RATA SHARE AGREEMENT DATED SEPTEMBER 21, 2018, INCLUDING ANY AMENDMENTS; IN THE ALTERNATIVE RESCINDING SAID AGREEMENT; AND IN THE FURTHER ALTERNATIVE AUTHORIZING THE CITY MANAGER TO TERMINATE SAID AGREEMENT; PROVIDE AN ACCOUNTING AND PRO RATA SHARE ANALYSIS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about September 21, 2018, then-City of Hutto City Manager Odis Jones signed and executed a purported Pro Rata Share Agreement, ("Agreement"), with Meritage Homes, a Texas Corporation, ("Meritage") purporting to authorize the City Manager to execute said agreement containing a material provision that did not require City Council approval; and

WHEREAS, in fact the Hutto City Council never considered or voted on in open session on the Agreement or otherwise authorized any pro rata share agreement between and the City; and

WHEREAS, then-Hutto City Manager Odis Jones, on or about October 18, 2018, purportedly acting on behalf of the City, executed a First Amendment to the Pro Rata Share Agreement; and

WHEREAS, the Hutto City Council never authorized Odis Jones or anyone else to enter into or execute the Agreement or any amendment including said First Amendment to the Agreement with Meritage; and

WHEREAS, Odis Jones lacked the authority or power as City Manager or in any other capacity to execute the Agreement or First Amendment to the Agreement on behalf of the City; and

WHEREAS, the absence of any proper City Council authorization of the Agreement and First Amendment to the Agreement renders it unlawful, void, and unenforceable and renders the purported Agreement and First Amendment to the Agreement not properly executed on behalf of the City; and

WHEREAS, the City has governmental immunity from liability and suit upon the said unlawful and unauthorized purported Agreement and First Amendment to the Agreement

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS,

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are hereby incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council does hereby declare the purported Agreement and First Amendment to the Agreement to be void.

SECTION 3: In the alternative, the City of Hutto, Texas hereby avoids the purported Agreement and First Amendment to the Agreement; and

SECTION 4: In the further alternative, the City Manager, including anyone exercising the City Manager's powers in the absence of the City Manager, in hereby directed and authorized promptly to rescind and terminate the purported Agreement and First Amendment to the Agreement; and

SECTION 5: The City and all officers and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution, including but not limited to an accounting of any funds paid by Meritage under the purported Agreement and First Amendment to the Agreement; performing a pro rata share analysis of any funds paid by Meritage under the purported Agreement and First Amendment to the Agreement and if any amount may be due to or from Meritage, reporting the amount and circumstances to the City Council for consideration at a properly posted meeting pursuant to the Texas Open Meetings Act.

SECTION 6: It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally acted upon. The City Council of the City further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7: This Resolution shall be in full force and effect from and upon its adoption.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **19th** day of **August , 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Presentation by Williamson County and Cities Health District.
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021 City of Hutto Council Presentation

Williamson County and Cities Health District

Public Health
Prevent. Promote. Protect.

Your Public Health Department
est. 1943

PROJECT PUBLIC HEALTH READY

Overview

- What is Public Health?
- What does health look like in Williamson County?
- About WCCHD
  - Clinic Locations
  - Accreditation and Awards
  - Division and Service Overviews
- How can we partner together in the future?
- Questions

What is public health?

What is Public Health?

- Public health promotes and protects the health of people and the communities where they live, learn, work and play.
- While a doctor treats people who are sick, those of us working in public health try to prevent people from getting sick or injured in the first place. We also promote wellness by encouraging healthy behaviors.

Public Health
Prevent. Promote. Protect.

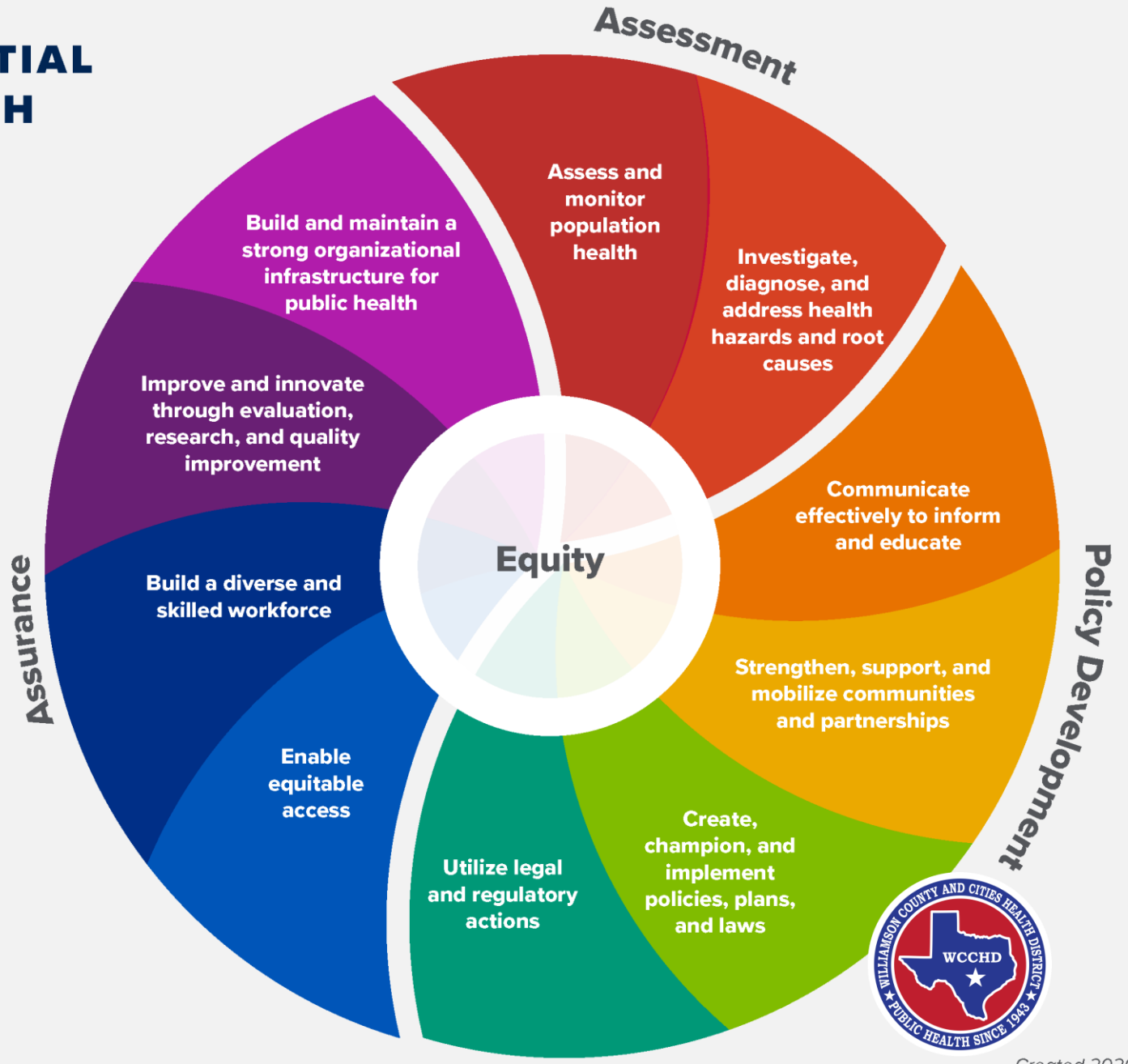
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
WCCHD
PUBLIC HEALTH SINCE 1943

Essential Public Health Services

THE 10 ESSENTIAL PUBLIC HEALTH SERVICES

To protect and promote the health of all people in all communities

The 10 Essential Public Health Services provide a framework for public health to protect and promote the health of all people in all communities. To achieve optimal health for all, the Essential Public Health Services actively promote policies, systems, and services that enable good health and seek to remove obstacles and systemic and structural barriers, such as poverty, racism, gender discrimination, and other forms of oppression, that have resulted in health inequities. Everyone should have a fair and just opportunity to achieve good health and well-being.



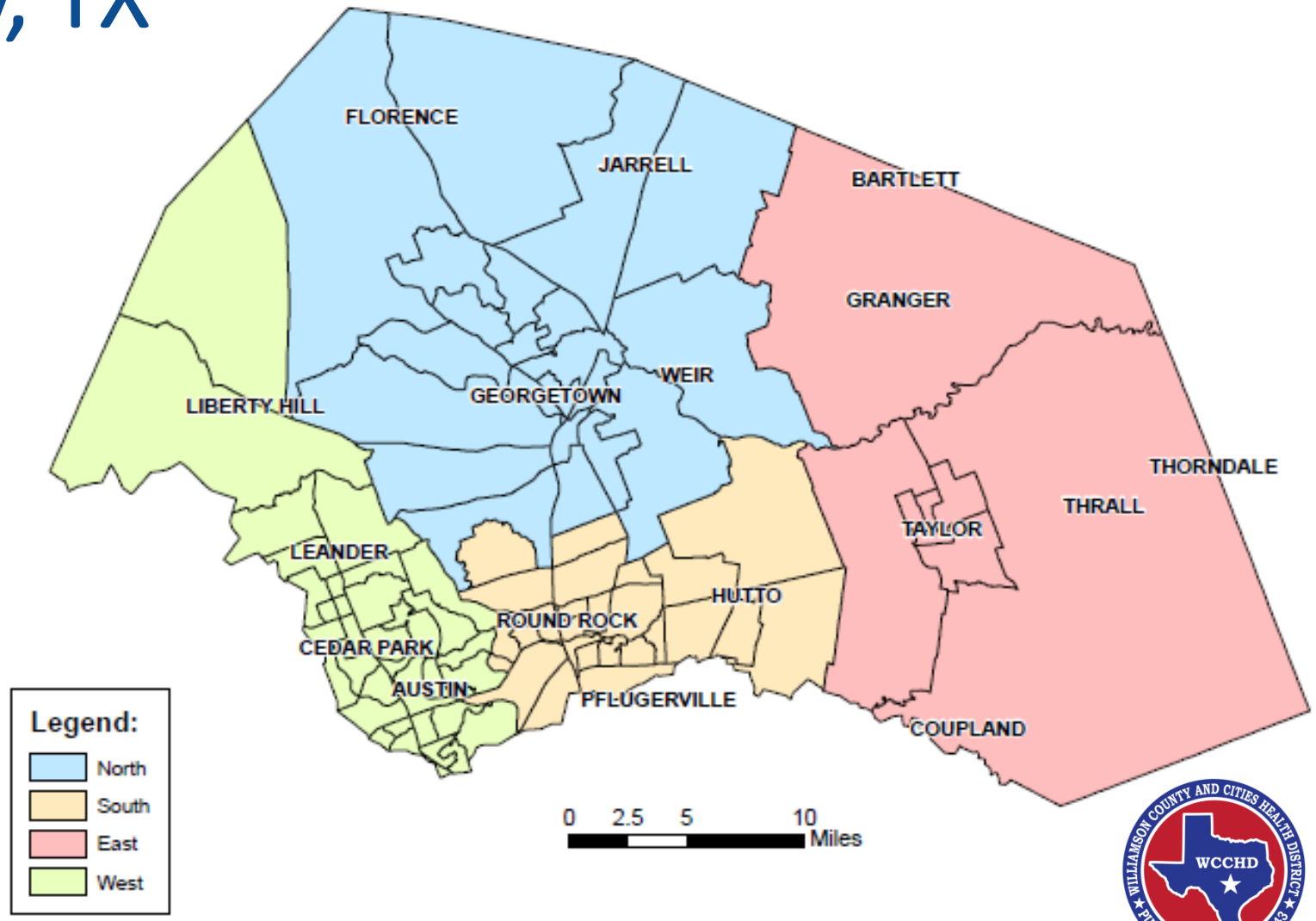
Created 2020

What does health look like in Williamson County?

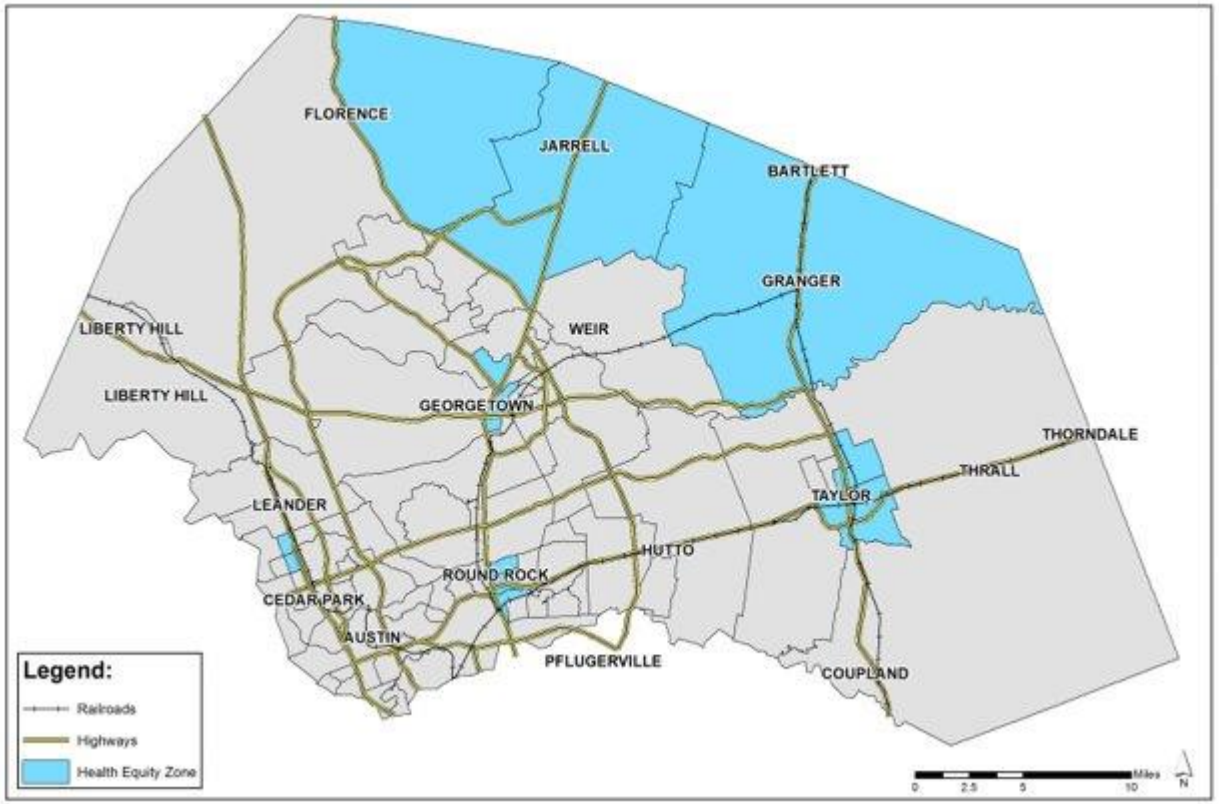
Williamson County, TX

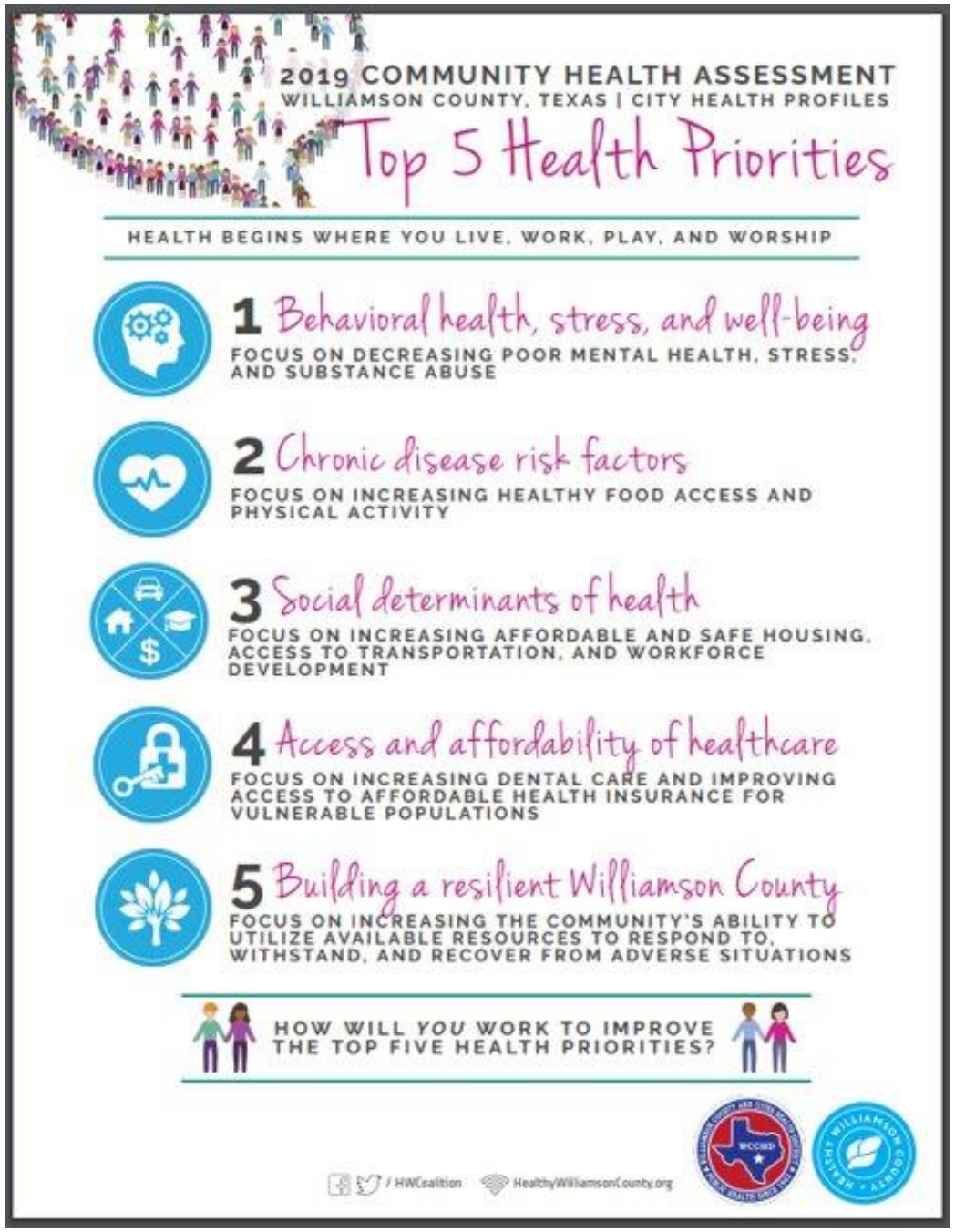
WILLIAMSON COUNTY RANKED 2ND HEALTHIEST COUNTY IN TEXAS.

2021 County Health Rankings & Roadmaps



Top Health Priorities





Top Problems Identified by the Community (2019)

Figure 106: Resident Perceptions of Health Problems in Williamson County by Region

North
1. Obesity
2. Mental health issues
3. Cancers
4. Heart disease and stroke
5. Diabetes

West
1. Mental health issues
2. Obesity
3. Stress
4. Poor eating habits / choices
5. Diabetes

Williamson County
1. Obesity
2. Mental health issues
3. Cancers
4. Stress
5. Diabetes

East
1. Mental health issues
2. Obesity
2. Diabetes
3. Drug abuse
4. Cancer

South
1. Mental health issues
2. Obesity
3. Stress
4. Diabetes
5. Cancer

We have all health data on our Community Site: www.healthywilliamsoncounty.org

Population

Population

County: Williamson

613,104 Persons

State: Texas 29,570,729 Persons

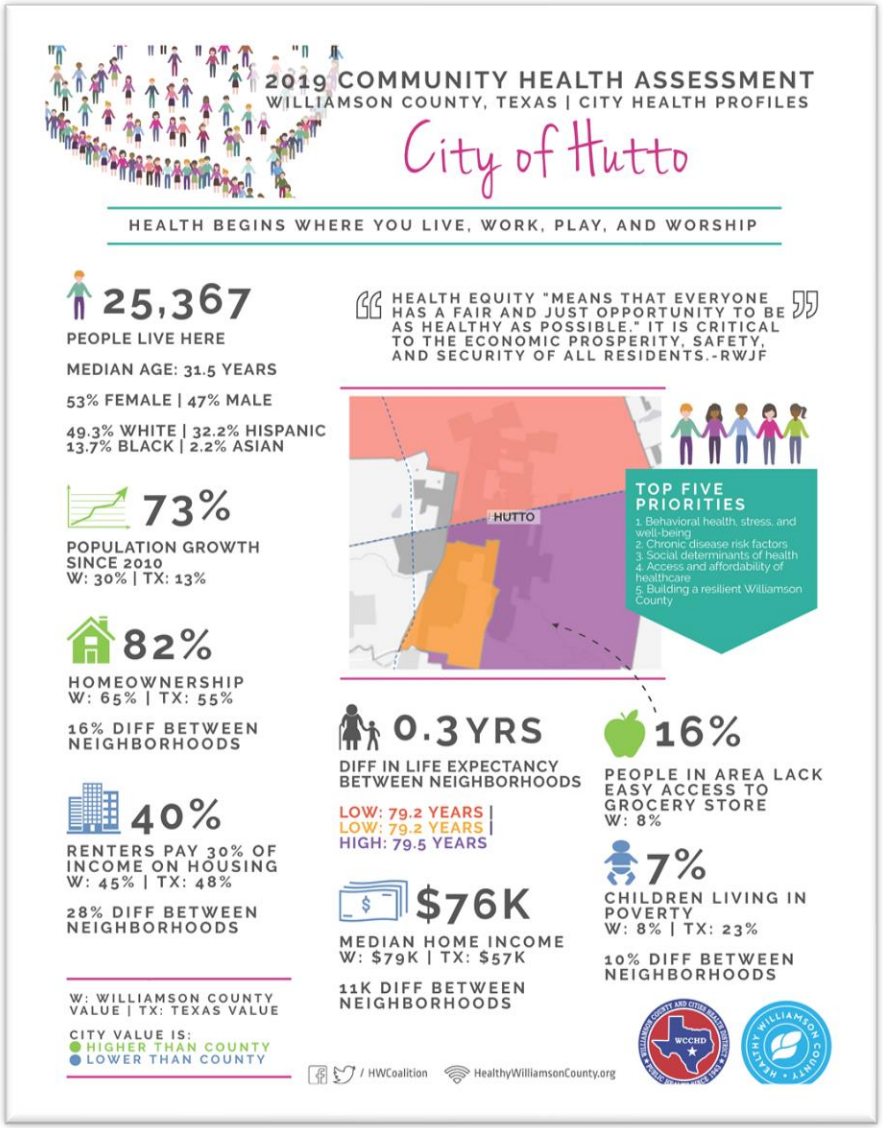
Percent Population Change: 2010 to 2021

County: Williamson

45.05%

State: Texas 17.60%

Health in Hutto, TX



Population

Population

Zip Code: 78634

35,358 Persons

County: Williamson
613,104 Persons

State: Texas
29,570,729 Persons

Percent Population Change: 2010 to 2021

Zip Code: 78634

65.03%

County: Williamson
45.05%

State: Texas
17.60%

About Williamson County and Cities Health District

WCCHD Mission and Vision

Mission

- The Williamson County and Cities Health District, in partnership with communities, **protects** and **promotes** the health of the people of Williamson County.

Vision

- Our shared vision is for WCCHD to lead Williamson County to be the healthiest county in Texas.

Public Health Agency for 75 years
30 years as a District

1943-1989: Williamson County Health Department

1989: Established as a Health District

- Commissioners Court
- Cedar Park
- Georgetown
- Round Rock
- Taylor

2007: Liberty Hill and Hutto joined

2013: Leander joined

Board of Health

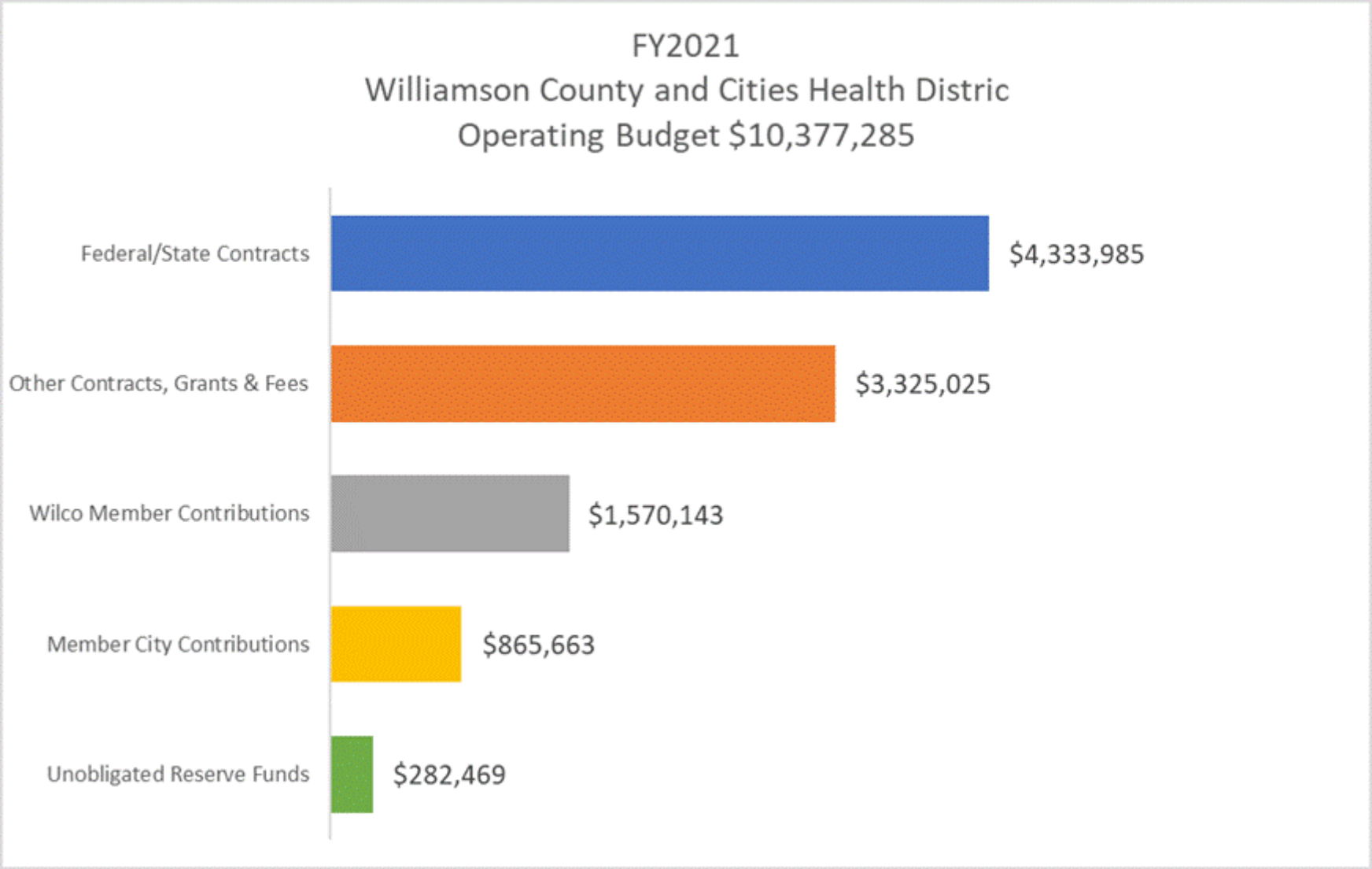
- Approve all policies, contracts, budget
- Authority to establish orders for County
- Eight Directors meet bimonthly
- Appointed 3-year terms by member governments

City of Hutto Board of Health Representative

Terrence Owens

- Appointed: March 2020
- Term Expires: December 2022

WCCHD Financial Structure

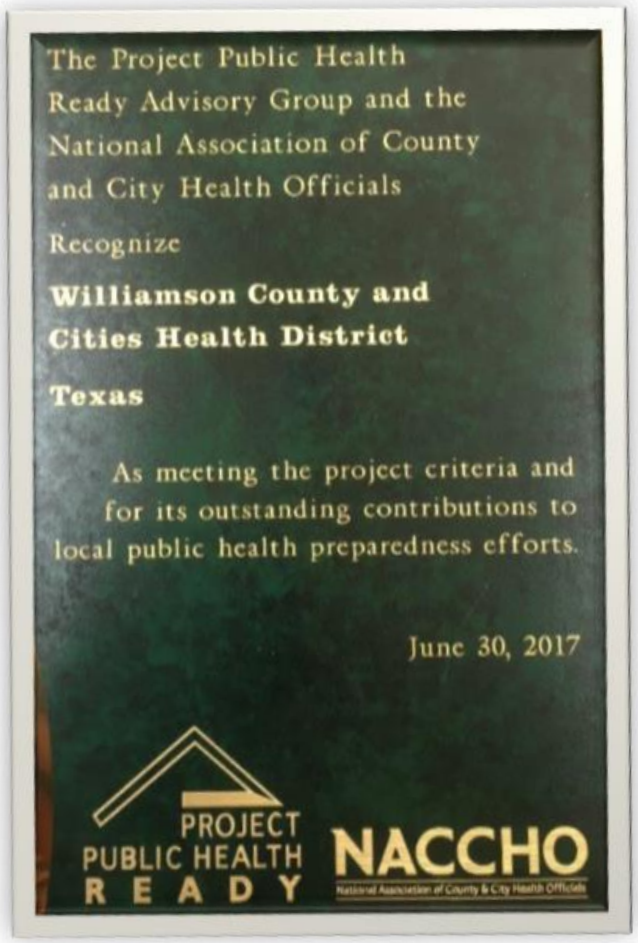


We are an ACCREDITED Health Department

- The measure of health department performance
- The issuance of recognition of achievement
- The continual development, revision and distribution of public health standards

- Accredited August 2016 **(currently going through re-accreditation process)**

We are Project Public Health Ready!



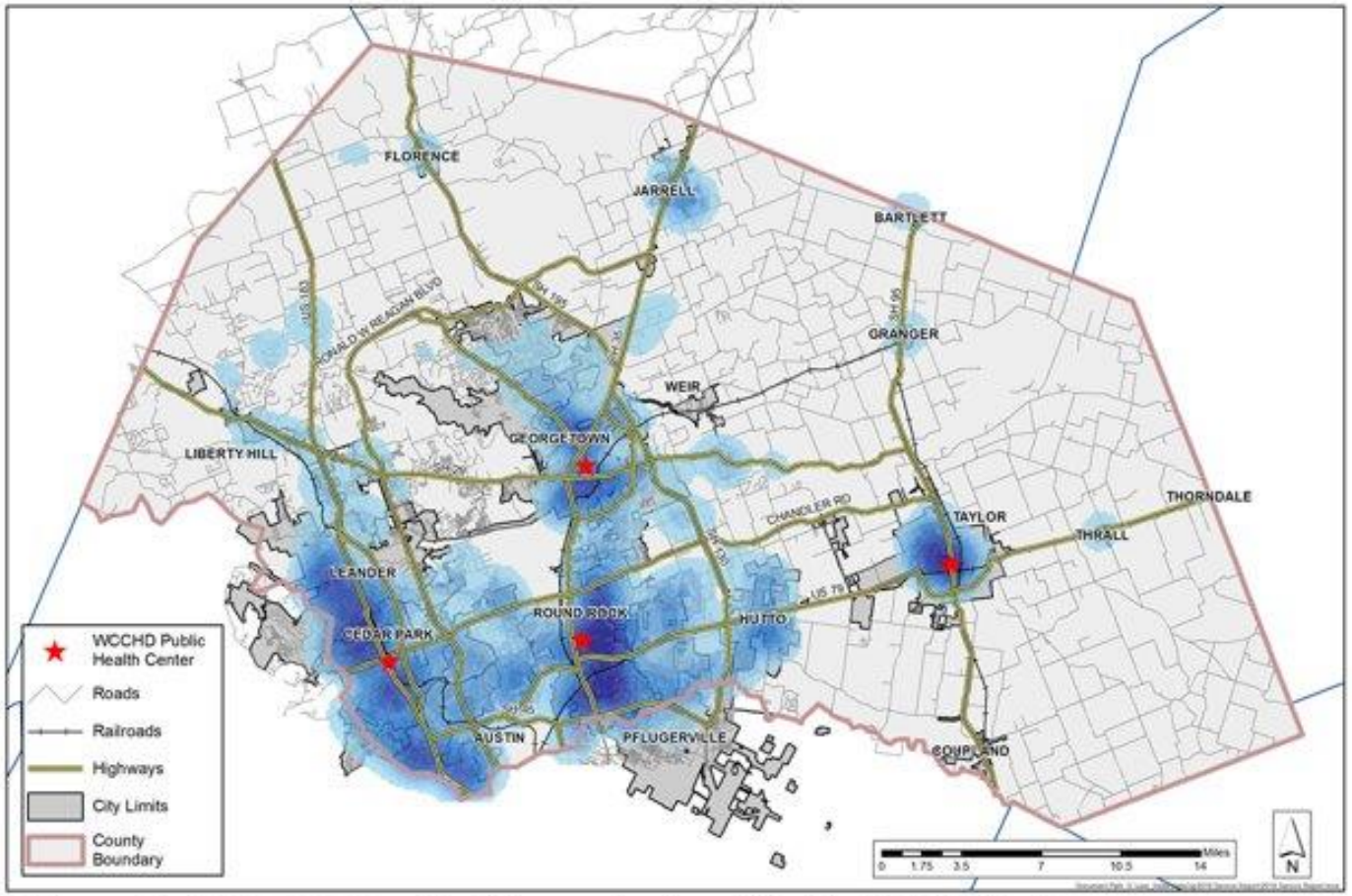
TACCHO Local Health Department of the Year 2017

- WCCHD is proud to be an active Texas Association of City and County Health Officials **(TACCHO)** member.

- Our desire is to become the Chief Health Strategist and Catalyst for Public Policy Changes in Williamson County.

Where are we located?

FOUR Public Health Centers in Wilco



Williamson County Residents Served by Williamson County and Cities Health District Heat Map
This heat map displays the number of unique residents with a Williamson County address that received either a clinical service or patient navigation service from Williamson County and Cities Health District in 2018. Heat map was generated using kernel density estimation. The darker the color, the higher the density of individuals living in the area.
Data Source: eClinicalWorks and CHASSIS, 2018
Date Created: 3/22/2019

What does WCCHD do?

WCCHD in a non-pandemic year (2019 data)

1,017 Communicable Diseases Investigated	5,504 PESS Individuals Served	15,295 Mosquitoes Trapped for Testing	67,770 WIC Encounters	2,702 Retail Food Inspections
1,000 Helpline Calls Answered	72 Outreach events	99,000 Shots Distributed through TVFC and ASN	8 Active TB Cases Treated	7,471 Clinical Services Encounters

2019 WCCHD Service Report

- Full report located at www.wcchd.org

WCCHD in a pandemic year (2020 data)

Epidemiological Investigations

- 9,500 cases & 123 COVID-19 clusters investigated and monitored
- 24,000 cases entered into Texas Health Trace (THT)

Testing

- 10,652 people tested for COVID-19 between April and November 2020

Call Center

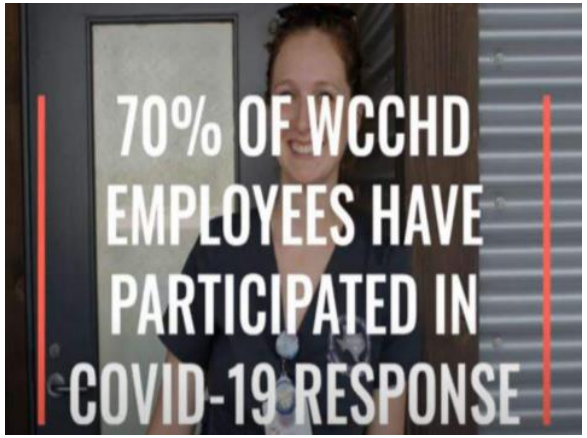
- 15,000+ calls answered by WCCHD Call Center

Data

- 230 daily reports issued in 2020
- 1.7 Million data dashboard views

Normal Operations

- TB team, WIC, Environmental Health, PESS, Vector Management
  - Continued normal operations



2020 WCCHD Service Report

Full report located at www.wcchd.org

External Facing Divisions and Services

Clinical Services
- Vaccinations
- STD Screening & Treatment
- Well woman care
- Tuberculosis (TB) Care

Environmental Health
- Retail Food Inspections
- Complaint Investigations
- Pool inspections

Program Eligibility & Social Services
- Eligibility Screening
- Program Navigation
- WilCo Care/ CIHCP

WIC & Community Nutrition
- WIC Benefits
- Breastfeeding Support
- Nutrition Education

Marketing & Community Engagement
- Healthy Williamson County
- Health Education
- Outreach events
- Public information, social media

Epidemiology and Emergency Preparedness
- Disease Surveillance/ Investigation
- PH Emergency Management
- Integrated Vector Management
- Volunteer and Safety

Internal Facing Divisions and Services

Quality & Strategic Management

- Performance Management (Strategic Planning)
- Data Management
- Quality Improvement
- Grant Development

Human Resources

- Employee On- and Off-boarding
- Employee Changes and Records
- Employee Support
- Workforce Development

Administration & Finance

- Procurement
- Payroll
- Budget and Accounting
- Grants Management
- Compliance

How can we partner together in the future?

We partner with many Hutto Organizations

Here's a couple examples!

Hutto Resource Center

- Food and Hunger initiatives (Hunger Collaborative)
- Refer to services and receive referrals
- Attend community meetings

Hutto ISD

- School health initiatives
- Sharing resources for children and families
- Back to school vaccinations

But we want to partner with more - Here's how we can work together in the future

Go-To for Public Health

- Reach out to us if you have any questions about health and wellness and we will direct you to a subject matter expert in our agency.

Access to Community Resources and Health Data

- Reach out to us if you need any health data for your city or if you are searching for free or low-cost community resources.

Collaboration

- Reach out to us if you are interested in partnering on any community initiatives.

WCCHD - THANK YOU!

What questions do you have?

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on facts related to amended legal claims brought by the city in the pending litigation involving the City of Hutto and others arising out of Project Expansion.(Legal-G.Hyde)*No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action regarding the plaque on the front of City Hall, including but not limited to the materials to be used in any replacement plaque. (Councilmember Gordon)*No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action relating to the procedures to set speed limits within the City of Hutto.(Councilmember Sutton)*No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on closing requirements for Legends of Hutto drainage ditches.*No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on amendments to the City's purchasing policy. (Mayor Snyder) *No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on the Diversity and Inclusion Commission's scope of direction. (Mayor Snyder) *No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action relating to Truck Traffic in Old Town.*No supporting documents*
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

Meeting: Thursday, August 19, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 8-12-21

BOARDS AND COMMISSIONS MASTER LIST as of 8/12/21					
			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-24		
Council Member Place 3		Mandi Villarreal Salvo	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Krystal Kinsey	May-24		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Mike Snyder	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	**Term Ends**
Place 1	Rick	Hudson	Vice-Chair	6/18/20	6/30/22
Place 2	Randal	Clark	Commissioner	6/18/20	6/30/22
Place 3	Brian	Lee	Commissioner	6/10/21	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Jerica	Lawyer	Commissioner	7/2/20	6/30/22
Place 6	David	Meyer	Commissioner	7/15/21	6/30/22
Place 7	Susanna	Boyer	Commissioner	6/3/21	6/30/22
After June 30, 2021, the Commissioners for Place 6 and Place 7 (Mayor) shall be appointed to a one-year term, and the Commissioner for Place 4 shall be appointed to a two-year term. After June 30, 2022, the Commissioner for Place 1 shall be appointed to a one-year term, the Commissioners for Place 2 and Place 5 shall be appointed to two-year terms, and the Commissioners for Place 3, Place 6, and Place 7 (Mayor) shall be appointed to three-year terms.					
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion:					
				Appointed	**Term Ends**
Place 1	Katie	Weiss	Vice Chair	7/15/21	6/20/24
Place 2	Wendel	Teltow	Member	1/23/20	6/30/24
Place 3	David	Meyer	Member	9/17/20	6/30/22
*Place 4	Vacant		Member	7/2/20	6/30/23
Place 5	Sharon	Dyer	Member	6/17/21	6/30/24
Place 6	Rose	McMillin	Member	6/20/19	6/30/22
Place 7	Perry	Savard	Chair	6/20/19	6/30/22
* Filled unexpired term					

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion: Kristi Robich					
Council Liasion: Tanner Rose					
				Appointed	**Term Ends**
Place 1	Christina	Garza	Member	5/16/19	6/30/23
Place 2	Nelida	Ortiz	Member	7/15/21	6/30/24
Place 3	Tara	Chappell	Vice Chair	7/3/19	6/30/22
Place 4	Scott	Rose	Member	9/17/20	6/30/23
Place 5	Havala	Merit	Member	6/17/21	6/30/24
Place 6	David	Westbrook	Member	11/7/19	6/30/22
*Place 7	Brian	Thompson	Member	2/27/20	6/30/22
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per LGC Sect. 211.008(b)					
Staff Liasion: Ashley Lumpkin					
Council Liasion:					
				Appointed	**Term Ends**
Place 1	John	Marines	Member	6/3/21	6/30/22
Place 2	Brian	Lee	Member	6/7/21	6/30/24
Resigned Place 3	David	Meyer	Member	7/3/19	6/30/22
Place 4	Wendell	Teltow	Member	5/20/21	6/30/23
Place 5	Ray	Alba	Member	6/17/21	6/30/23
Place 6	Maureen	Rooker	Member	6/20/19	6/30/22
Place 7	Randal	Clark	Member	9/19/19	6/30/22
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Robin Sutton					
				Appointed	**Term Ends**
Place 1	DeAnne	Worley	Commissioner	7/3/19	6/30/22
Place 2	Jon	Stephenson	Commissioner	5/20/21	6/30/24
Place 3	Curtis	Orton	Commissioner	9/20/18	6/30/22
Place 4	Robert	Lykins	Commissioner	5/20/21	6/30/23
Place 5	Vacant		Commissioner		6/30/21
Place 6	Travis	Allen	Commissioner	6/20/19	6/30/22
Place 7	Vacant		Commissioner		

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
2 year terms per LGC Sect. 54.033					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	**Term Ends**
*Place 1	Vacant		Commissioner	1/3/19	6/30/21
Place 2	Vacant		Commissioner	9/20/18	6/30/21
Pending Registration Place 3	Kendrick	Whittington	Commissioner	8/2/18	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Vacant		Commissioner	9/20/18	6/30/21
Place 6	Maureen	Rooker	Commissioner	6/20/19	6/30/22
Place 7	Richard	Hudson	Commissioner	6/20/19	6/30/22
* Filled unexpired term					

Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	**Term Ends**
* Place 1	Jane	Wrinkle	Member	2/4/21	6/30/23
** Place 2	Lori	Brown-Duncan	Vice Chair	9/20/18	6/30/21
Place 3	Bill	Kohl	Member	7/11/19	6/30/22
Place 4	Christina	Garza	Member	12/17/20	6/30/23
Place 5	Abel	Landin	Member	6/17/21	6/30/24
Place 6	April	Willis	Member	8/15/19	6/30/22
Place 7	Vacant		Member		6/30/22

Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion:					
				Appointed	**Term Ends**
Place 1	Marqueta	Grant	Member	2/25/21	6/30/21
Place 2	Mike	Arismendez	Chair	6/3/21	6/30/23
Place 3	Shawn	Lucas	Member	6/10/21	6/30/23
Place 4	Don	Carlson	Vice Chair	7/1/21	6/30/23
Place 5	Randal	Clark		6/17/21	6/30/23
Place 6	Victor	Henry	Member	5/6/21	6/30/21
Place 7	Mike	Snyder	Member	7/1/21	6/30/23

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liasion: Peter Gordon					
				Appointed	**Term Ends**
Place 1	Jane	Wrinkle	Member	2/4/21	2/1/22
Place 2	Vacant				2/1/22
Place 3	Vacant		Member		2/1/22
Place 4	Andrew	Ingrassia	Member	6/10/21	2/1/22
Place 5	Vacant				
Place 6	Jerica	Lawyer	Member	7/15/21	2/1/22
Place 7	Dana	Wilcott	Member	7/15/21	2/1/22
ADA/Electronic and Information Resource Task Force					
Meets once a month					
1 year term-Appts in Feb					
Council Liasion: Dan Thornton					
				Appointed	**Term Ends**
Place 1	Jane	Wrinkle	Member	2/4/21	2/4/22
Place 2	Laurie	Stockman	Member	2/25/21	2/4/22
Place 3	Vacant		Member		
Place 4	Vacant		Member		2/6/22
Place 5	Vacant		Member		
Place 6	Vacant		Member		
Place 7	Vacant		Member		
Diversity and Inclusion Commission					
Meets monthly					
3 yr terms					
Council Liasion:				**Appointed**	**Term Ends**
Place 1	Ana	Gonzales	Member	11/19/21	6/30/24
Place 2	Tara	Spoons	Member	9/17/20	6/30/23
Place 3	Vanessa	Henry	Member	11/5/20	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Vanessa	Lopez	Member	8/5/21	6/30/23
Place 6	Beatriz	Rodriguez	Member	11/5/20	6/30/24
Place 7	Marliese	Pieto	Member	8/5/21	6/30/24
Tax Increment Reinvestment Zone (TIRZ) #1					
3 appts from City					
2 appts from County *+					
2 yr terms				**Appointed**	**Term Ends**
	Russ	Boles	Member	2/14/20	2/14/22
*+	Scott	Heselmeyer	Member	3/2/21	3/2/23
	VACANT		Chair		2/1/22
	Rick Hudson		Member	2/10/20	2/10/22
	Mandi Villarreal Salvo		Member	4/1/21	2/1/22
Emergency Preparedness Task Force					
Meets_____					
3 year terms					
Council Liasion: Mike Snyder				**Appointed**	**Term Ends**
Place 1	Vacant		Member		6/30/23
Place 2	Matthew	Selby	Member	7/15/21	6/30/23
Place 3	Donna	Jones	Member	6/17/21	6/30/23
Place 4	Thomas	Quoma	Member	6/3/21	6/30/24
Place 5	Stevie	Jones	Member	6/17/21	6/30/24
Place 6	Vacant		Member		6/30/24
Place 7	Vacant		Member		6/30/24

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on appointing members to the Comprehensive Plan Action Commitee.
Meeting: Thursday, August 19, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None