



City of Hutto

Agenda

City Council Meeting

Thursday, September 2, 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 September 2, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. CITY MANAGER COMMENTS

7.1. Introduction of Autumn Speer, Planning Manager

7.2. Introduction of Gracie Perez, Assistant City Secretary

8. PROCLAMATIONS

- 8.1. Proclamation No. 2021-012: Proclaiming October 5, 2021 as National Night Out.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the August 19, 2021 City Council meeting minutes.
- 9.2. Consideration and possible action on approval of the August 19, 2021 work session minutes.
- 9.3. Consideration and possible action on Resolution No. R-2021-138 Opioid Settlement.

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2021-049 establishing a Comprehensive Plan Advisory Committee providing for the scope and authority of the committee, providing for the appointment of the members and providing for time of service. (First Reading)(Ashley Lumpkin)
- 10.2. Consideration and possible action on Ordinance No. O-2021-049 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
- 10.3. Consideration of a public hearing and possible action on Ordinance No. O-2021-054 approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. (First Reading)(Angie Rios)
- 10.4. Consideration of a public hearing and possible action on Ordinance No. O-2021-055 levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2021. (First Reading)(Angie Rios)
- 10.5. Consideration and possible action on Ordinance No. O-2021-056 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (First Reading)
- 10.6. Consideration and possible action on Ordinance No. O-2021-050 accepting and approving an Annual Service Plan Update to the Service and Assessment Plan for the Co-Op Public Improvement District.(First Reading)(D.Palumbo)
- 10.7. Consideration and possible action on Ordinance No. O-2021-050 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
- 10.8. Consideration and possible action on Ordinance No. O-2021-051 accepting and approving an Annual Service Plan Update to the Service and Assessment Plan for the Cross Creek Public Improvement District.(First Reading)(D.Palumbo)
- 10.9. Consideration and possible action on Ordinance No. O-2021-051 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
- 10.10. Consideration and possible action on Ordinance No. O-2021-052 accepting and approving an Annual Service Plan Update to the Service and Assessment Plan for the Mustang Creek Public Improvement District. (First Reading)(D.Palumbo)
- 10.11. Consideration and possible action on Ordinance No. O-2021-052 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
- 10.12. Consideration and possible action on Ordinance No. O-2021-053 approving a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism. (First Reading)(Legal)

- 10.13. Consideration of a public hearing and possible action on Ordinance No. O-2021-054 approving a zoning change request by Tex Mix 685 from SF-1, Single Family to General Commercial (B-2) for approximately 20.063 acres, more or less, generally located along Chris Kelley Blvd/FM 685. (First Reading)(Ashley Lumpkin)
- 10.14. Consideration and possible action on Ordinance No. O-2021-054 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2021-138 approving a Memorandum of Understanding by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Cities”) and the County of Williamson (“County”) to proceed with identifying and evaluating the services currently being provided by the Williamson County and Cities Health District.
- 11.2. Consideration and possible action on Resolution No. R-2021-139 approving an Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill under Chapter 121, Subchapter E of the Texas Health and Safety Code.
- 11.3. Consideration and possible action on Resolution No. R-2021-137 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)
- 11.4. 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. (D.Palumbo)
- 11.5. Discussion and possible action on Resolution No. R-2021-140 authorizing the City Manager to execute an Impact Fee Credit or Reimbursement Agreement with Meritage Homes for the Cross Creek Development.(D.Palumbo)

12. OTHER BUSINESS

- 12.1. Discussion and possible action related to HNTB Master Services Agreement Supplemental Agreement No. 3 for ongoing Road Bond Projects.
- 12.2. Consideration and possible action amending an Ordinance on school zones. (Councilmember Villarreal Salvo)
- 12.3. Consideration and possible action regarding filing a notice on the Electronic Municipal Market Access website, a service of the Municipal Securities Rulemaking Board, regarding past actions by City Officials and Administrators involving bond issuances and expenditure of bond proceeds. (D.Palumbo)
- 12.4. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations, Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government, and Advisory Committees.

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 Pending Litigation and City Council Legal Requests.
- 13.2. Deliberate and seek the advice of legal counsel regarding the pursuit of claims arising out the delivery of legal services rendered to the city, from 2017 to 2019, pursuant to Section 551.071 of the Texas Government Code.
- 13.3. Deliberate and seek the advice of legal counsel regarding the pursuit of claims arising out of Emergency Service District No. 17 operations as alleged by the City of Pflugerville in *Rogers, et. al v. Travis County ESD No. 17, et. al*, filed in Travis County District Court.

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 Pending Litigation and City Council Legal Requests.
- 14.2. Consideration and possible action on legal advice received pursuant to Section 551.071 of the Texas Government Code regarding the pursuit of claims arising out the delivery of legal services rendered to the city, from 2017 to 2019.
- 14.3. Consideration and possible action on legal advice received regarding the pursuit of claims arising out of Emergency Service District No. 17 operations as alleged by the City of Pflugerville in *Rogers, et. al v. Travis County ESD No. 17, et. al*, filed in Travis County District Court.

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the September 2, 2021 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 30, 2021 at 5:20 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.



OFFICIAL PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug, and violence prevention program on October 5, 2021, entitled "National Night Out"; and

WHEREAS, the "38th Annual National Night Out" provides a unique opportunity for the City of Hutto to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the citizens of Hutto play a vital role in assisting the Hutto Police Department through joint crime, drug and violence prevention efforts in the City of Hutto and is supporting "National Night Out 2021" locally; and

WHEREAS, it is essential that all citizens of Hutto be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs, and violence in Hutto; and

WHEREAS, police-community partnerships, neighborhood safety, awareness, and cooperation are important themes of the "National Night Out" program;

NOW THEREFORE, I, Mike Snyder, Mayor of the City of Hutto do hereby call upon all citizens of Hutto to join the Hutto Police Department and the National Association of Town Watch in supporting the "38th Annual National Night Out" on October 5nd, 2021;

FURTHER, LET IT BE RESOLVED THAT, I, MAYOR Mike Snyder, do hereby proclaim Tuesday, October 5nd, 2021 as "National Night Out" in Hutto.

PROCLAIMED this _____ day of _____, 2021

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor



City of Hutto

Minutes

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 7:20 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-** Danny Cook, Legacy Church

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

5.1. General Comments from City Council

Councilmember Villarreal Salvo: I'd like to take a quick second to recognize our SWAT (Seniors With Available Time), I think I saw Ms. Little in tonight. Our SWAT group worked on a project on behalf of themselves as well as the Chamber, the area Chamber for Hutto and our City of Hutto. They produced a really cool thing called 2021 Hutto Hippo Tour Map and our Seniors With Available Time went all around to our local area businesses that have hippos that are decorated and painted, and they made maps that you can go tour around.

There's a virtual map that our GIS team here at the City is working putting together and it's a really cool way to bring all of our local economic development and the story of the Hippo together. A collaboration effort truly between the Chamber and the City of Hutto, all brought with SWAT and I wanted to say thank you for taking that initiative, Jean and the rest of you all, and bringing together these two entities that haven't always worked great together but are starting on a good footing and a lot of that is because of you guys. The beautification you did of Henrietta also out on East Street is really awesome.

So, thank you, guys, for the community work you brought, the true passion you have for our hippos and what makes Hutto special. These are at all of our local area hotels in hard copy, Kalahari has them to help drive some tourists over here. We also have obviously the virtual and it will be on our website. We also have a cool QR Code on the back, so anyway, they didn't a really great job with it and again just wanted to say thank you. So, thanks Jean.

Lowe's and Home Depot donated lots of mulch and supplies for the beautification of Henrietta and all the projects you guys are doing. That's not easy to go and ask for things like that, working with our businesses locally. Everybody cares about our hippos. Thank you, very much.

- 5.2. City Council Liaison Reports
- Councilmember Villarreal Salvo attended Parks Advisory Board.
 - Councilmember Kinsey attended Diversity and Inclusion Commission.

6. PUBLIC COMMENT

- Jimmy Pierce
- James Weaver
- Onnesha Williams
- Vanessa Henry
- Troy McMillian

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

- 9.4. 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)

Councilmember Villarreal Salvo pulled Item 9.1. Councilmember Kinsey pulled Item 9.2. Councilmember Gordon pulled Item 9.3.

Councilmember Villarreal Salvo made a motion to approve consent Items 9.4 and 9.5. Councilmember Thornton seconded the motion. The motion passed unanimously. (7:0)

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

Councilmember Villarreal Salvo made a motion to amend the minutes to add Helen Coffman and Beatriz Rodriguez to Public Comment. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

- 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)

Discussion ensued. Councilmember Villarreal Salvo made a motion to approve Item 9.2. Councilmember Gordon seconded the motion. The motion passed (5:2) with Councilmembers Kinsey and Sutton against.

- 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)

Was tabled until after Item 12.9.

Item 12.2 was moved up at this time. There were no objections.

- 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)

Mayor Snyder made a motion to direct bond counsel to engage the Attorney General's office in terms of what's transpired and try to work out some solutions to bring back to Counsel. If they find they need to issue an EMMA notice that they do so. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

Item 12.9 was moved up at this time. There were no objections.

- 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.

Councilmember Sutton made a motion to remove Marqueta Grant from the EDC. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

Councilmember Sutton made a motion to appoint Cheney Gamboa to the EDC. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

Councilmember Gordon made a motion to appoint Deborah McPherson to the Parks Advisory Board. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

Councilmember Villarreal Salvo made a motion to appoint Robert Balcer to the Zoning Board of Adjustments. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

Councilmember Kinsey made a motion to appoint Kelly Lewis to the Ethics Board. Mayor Snyder seconded the motion. The motion passed unanimously. (7:0)

- 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)

Councilmember Villarreal Salvo made a motion to approve Item 9.3 as presented.
Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

Councilmember Gordon made a motion to dispense of the second reading.
Councilmember Villarreal Salvo seconded the motion the motion passed unanimously.
(7:0)

First nominating committee: Councilmembers Sutton, Villarreal Salvo, and Kinsey with
term ending August 19, 2022.

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)

Postponed until September 2, 2021 Council meeting.

- 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.

Councilmember Gordon made a motion to approve transferring the funds at building permit and transfer to a third party. Councilmember Villarreal Salvo seconded the motion. The motion passed (4:3) with MPT Rose and Councilmembers Kinsey, Sutton against.

- 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.

Councilmember Villarreal Salvo made a motion to approve Item 11.3 as presented.
Councilmember Gordon seconded the motion. The motion passed (6:1) with MPT Rose against.

- 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)

Councilmember Villarreal Salvo made a motion to approve Item 11.4 as presented.
Mayor Snyder seconded the motion. The motion passed (6:1) with MPT Rose against.

- 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.

Mayor Snyder made a motion to direct staff and City Attorney to perform the accounting and bring back an agreement by September 2, 2021. MPT Rose seconded the motion. The motion passed unanimously.

12. OTHER BUSINESS

- 12.1. Presentation by Williamson County and Cities Health District.

Presentation given by Derrick Neil.

MPT Rose requested to move Item 13.2 and 14.3 up. There were no objections.

- 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.

Council entered Executive Session at 10:51 PM on Item 13.2. No action taken.

Council reconvened from executive session at 11:35 PM.

Recessed the regular meeting at 11:37 PM.

Reconvened the regular meeting at 11:38 PM.

- 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.

No action taken.

- 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)

Councilmember Gordon made a motion to accept the Economic Development Performance Agreement and related expenditures between the Hutto Community Development Corporation and OVIVO, INC. as discussed in executive session.

Councilmember Thornton seconded the motion. The motion passed unanimously. (7:0)

Item 12.8 was moved up at this time. There were no objections.

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

Ashley Lumpkin presented. Formal Ordinance will be presented at the September 2, 2021 City Council meeting.

- 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)

Discussion ensued. Mayor Snyder have the City Manager remove the plaque and destroy it. Councilmember Sutton seconded the motion. The motion passed (5:2) with Councilmembers Gordon and Kinsey against.

MPT Rose made a motion that if and when the funds become available, either through appropriations or through donations the replacement plaque be bronze quality or better. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

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

Discussion ensued. This item will be brought back to the September 16, 2021 City Council meeting.

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

No action taken.

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

Item will be brought back at the beginning of the fiscal year.

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

Discussion ensued. Item will be brought back at the October 7, 2021 City Council meeting.

13. EXECUTIVE SESSION Entered: 12:24 AM

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.

14. ACTION RELATIVE TO EXECUTIVE SESSION Reconvened: 12:41 AM

- 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.

No action taken. All text messages reviewed during deposition released to City Council members.

15. ADJOURNMENT- 12:43 AM

PASSED AND APPROVED this 2ND day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on approval of the August 19, 2021 work session minutes.
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Work Session Minutes 8-19-21



City of Hutto

Minutes

City Council Meeting

Thursday, August 19, 2021 at 6:00 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 - 6:00 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 arrived at 6:07 PM

3. PLEDGE OF ALLEGIANCE

4. OTHER BUSINESS

4.1. Discussion on the Proposed FY 2021-2022 Budget. (Angie Rios)

Discussion ensued. No action taken.

5. ADJOURNMENT 7:15 PM

PASSED AND APPROVED this 2nd day of September, 2021.

ATTEST:

Mike Snyder, Mayor

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-138 Opioid Settlement supporting the adoption and approval of the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet approving the allocation of any and all settlement funds within the State of Texas related to litigation involving certain drug companies' marketing and distribution of opioids..
Meeting: Thursday, September 2, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021- Hutto Resolution Approving Opioid Settlement 8.24.21
2. Settlement Allocation Term Sheet - Exhibit A 8.24.21

RESOLUTION NO. R-2021-138

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct, and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”; and

WHEREAS, the State of Texas has recommended that the City Council of the City of Hutto support the adoption and approval the Texas Term Sheet in its entirety.

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 supports the adoption and approval of the Texas Term Sheet in its entirety; and

SECTION 3: The City Council hereby finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Hutto; and

b. The City of Hutto City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as

defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

RESOLVED this **2nd** day of **September**, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

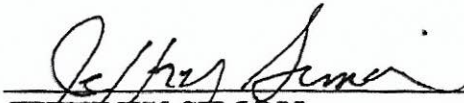


KENNETH PAXTON, JR.
ATTORNEY GENERAL

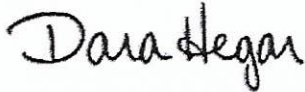
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



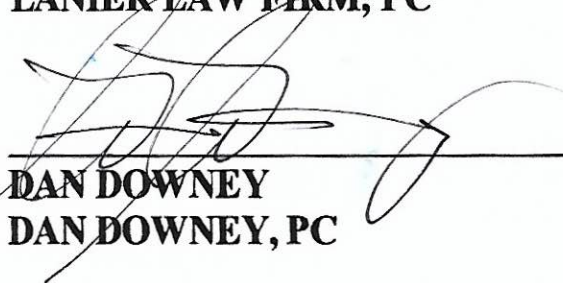
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-049 establishing a Comprehensive Plan Advisory Committee providing for the scope and authority of the committee, providing for the appointment of the members and providing for time of service. (First Reading)(Ashley Lumpkin)
Meeting: Thursday, September 2, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-049 Ordinance Establishing CPAC 8.25.21

ORDINANCE NO. O-2021-049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, ESTABLISHING A COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC); PROVIDING FOR THE SCOPE AND AUTHORITY OF THE COMMITTEE; AND PROVIDING FOR THE APPOINTMENT OF THE MEMBERS; PROVIDING FOR TIME OF SERVICE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutto believes that the Comprehensive Plan is necessary tool in guiding decisions and effectively managing the growth and development of the city; and

WHEREAS, the City Council recognizes that in order for the Comprehensive Plan to reflect the community's goals and objectives, it must be reviewed and updated; and

WHEREAS, the City Council believes that the citizen members of the committee should be representative of the entire community.

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

1. MEMBERSHIP

The City Council shall appoint eleven (11) members to serve on the CPAC, consisting of:

- Two (2) members of the City Council;
- Two (2) members of the Planning & Zoning Commission;
- Two (2) members of the Historic Preservation Commission;
- Two (2) members of the Hutto Economic Development Corporation;
- Two (2) community leaders who shall be residents of Hutto for a minimum of one (1) year and registered voters; and
- One (1) member who, at time of appointment, resides in Hutto's Extraterritorial Jurisdiction (ETJ).

2. MEETINGS

The CPAC shall meet, at a minimum, according to the schedule established by staff and the consultant. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

3. AUTHORITY

The CPAC shall be a recommending body with no budget or administrative authority.

4. CHARGE

The CPAC is charged with the following:

- (a) Work with staff and the consultant at designated meetings to discuss and consider the update to the Comprehensive Plan.
- (b) Attend the public work sessions, open houses, and other events as advocates of the plan process and the plan itself.
- (c) Ensure that the plan reflects the desire and vision of all the citizens of Hutto.

5. TIME OF SERVICE

The CPAC shall be discharged upon final adoption of the Comprehensive Master Plan by the City Council of the City of Hutto.

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 **2nd** day of **September 2021**.

READ, PASSED, and ADOPTED on the second reading of this **16th** day of **September, 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)

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-049 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, September 2, 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 of a public hearing and possible action on Ordinance No. O-2021-054 approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. (First Reading)(Angie Rios)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-054 Ordinance Approving Budget FY 2022 8.30.21
2. Staffing FY 21-22

ORDINANCE O-2021-054

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF HUTTO DURING FISCAL YEAR 2021 FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HUTTO FOR THE 2021 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the budget for the fiscal year October 1, 2021 through September 30, 2022, was duly presented to the City Council and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said public hearing was held according to said notice.

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

SECTION I.

That the appropriations for the fiscal year October 1, 2021 through September 30, 2022 for the support of the general government of the City of Hutto be fixed and determined for said terms in accordance with the expenditures shown in the City's 2022 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2021 through September 30, 2022.

SECTION III.

That there is hereby appropriated the amount shown in said budget the required funds to provide for an Interest and Sinking Fund for the payment of the principal and interest and the retirement of the bonded debt of said City.

SECTION IV.

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 V.

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 VI.

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

SECTION VII.

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 VIII.

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

READ and APPROVED the first reading on the 2nd day of September 2021 at a regular called meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on the second reading this 16th day of September 2021 at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

FY 2022 Position Schedule

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY		INTERIM MINIMUM SALARY	INTERIM MAXIMUM SALARY
General Fund	City Manager's Office	City Manager		1		238,000		Contract	
General Fund	City Manager's Office	Assistant City Manager		1		155,000		132,794	173,891
General Fund	City Manager's Office	Assistant to the City Manager		1		139,063		123,112	161,212
General Fund	City Manager's Office	Senior Management Assistant		1		58,380		51,683	67,678
General Fund	Human Resources	HR Director		1		120,000		106,235	139,113
General Fund	Human Resources		HR Coordinator		1	80,000		70,823	92,742
General Fund	Human Resources	Recruiter/Generalist HR		1		65,000		54,888	71,875
General Fund	Economic Development	Director of Economic Development		1		150,000		132,794	173,891
General Fund	Economic Development	Economic Development Coordinator		1		75,000		66,397	86,946
General Fund	Communications	Communications Manager		1		80,000		70,823	92,742
General Fund	Community Relations	Community Relations & Svcs Mgr		1		77,250		68,389	89,554
General Fund	Communications	Creative Marketing Specialist		1		62,387		55,231	72,324
General Fund	Community Relations	Programs & Events Specialist		1		50,000		44,265	57,964
General Fund	Communications		Communications Specialist		1	60,000		53,118	69,552
General Fund	City Secretary	City Secretary		1		97,629		86,431	113,172
General Fund	City Secretary	Deputy City Secretary		1		60,000		53,118	69,552
General Fund	Municipal Court	Senior Deputy Court Clerk		1		48,097		42,580	55,754
General Fund	Municipal Court	Prosecutor				27,000		23,903	31,298
General Fund	Municipal Court	Judge				32,000		28,330	37,094
General Fund	Municipal Court	Court Administrator		1		62,923		55,706	72,940
General Fund	Library	Library Manager		1		60,000		53,118	69,552
General Fund	Library	Library Assistant		1		36,057		31,921	41,797
General Fund	Library		Circulation Clerk - 28 hrs/wk		1	23,296		20,624	27,005
General Fund	Library		Circulation Clerk - 20 hrs/wk		1	14,560		12,890	16,878
General Fund	Information Technology	IT Manager		1		67,287		59,569	77,999
General Fund	Information Technology	IT Technician I		1		42,848		37,933	49,669
General Fund	Information Technology	IT Technician I		1		50,000		44,265	57,960
General Fund	Finance	CFO		1		150,000		132,795	173,880
General Fund	Finance	Finance Director		1		104,000		92,071	120,557
General Fund	Finance	Purchasing Manager		1		85,000		75,251	98,532
General Fund	Finance	Financial Analyst		1		80,000		70,824	92,736
General Fund	Finance	Accountant		1		55,000		48,692	63,756
General Fund	Finance	Senior Accountant		1		74,000		65,512	85,781
General Fund	Finance	Finance Manager		1		93,194		82,505	108,031
General Fund	Finance	Senior Accountant		1		74,263		65,745	86,086
General Fund	Finance	Payroll Specialist		1		72,092		63,823	83,569
General Fund	Planning & Development	Director of Development Svcs		1		118,453		104,866	137,311
General Fund	Planning & Development	Land Development Engineer		1		123,616		109,438	143,296

FY 2022 Position Schedule

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY		INTERIM MINIMUM SALARY	INTERIM MAXIMUM SALARY
General Fund	Planning & Development	Land Development Asst Engineer		1		86,000		76,136	99,691
General Fund	Planning & Development	Management Assistant		1		43,919		38,882	50,911
General Fund	Planning & Development	GIS Analyst		1		60,584		53,635	70,229
General Fund	Planning & Development	Development Coordinator		1		70,828		62,704	82,104
General Fund	Planning & Development	Planning Manager		1		80,000		70,824	92,736
General Fund	Planning & Development	Planner	Planner		1	58,000		51,347	67,234
General Fund	Planning & Development	Permit Tech	Permit Tech		1	35,000		30,986	40,572
General Fund	Planning & Development	Deputy Building Official		1		64,890		57,447	75,220
General Fund	Planning & Development	Building Inspector		1		55,016		48,706	63,775
General Fund	Planning & Development		Building Inspector	1		55,016		48,706	63,775
Utility Fund	Public Works	Public Works Director		1		175,000		154,928	202,860
GF/Utility Fund	Parks/Public Works	Public Works Field Services Mgr		1		123,616		109,438	143,296
GF/Utility Fund	Plan & Devl/Public Works	Senior Management Assistant		1		58,380		51,684	67,675
General Fund	Fleet Management	Fleet Manager		1		61,002		54,005	70,713
General Fund	Facilities Maintenance	Facilities Maintenance Manager		1		87,550		77,508	101,488
General Fund	Facilities Maintenance	Facilities Technician		1		41,600		36,828	48,223
Utility Fund	Public Works		Public Works Engineer		1	123,616		109,437	143,296
General Fund	Streets & Drainage		Capital Projects Engineer		1	123,616		109,437	143,296
General Fund	Construction Inspection	Construction Inspector		1		63,608		56,312	73,734
General Fund	Construction Inspection	Construction Inspector		1		53,560		47,417	62,087
General Fund	Streets & Drainage	Crew Leader		1		61,894		54,795	71,747
General Fund	Streets & Drainage	Street & Drainage Maint Tech II		1		45,011		39,848	52,177
General Fund	Streets & Drainage	Crew Leader		1		58,530		51,817	67,848
General Fund	Streets & Drainage	Streets & Drainage Superintendent		1		70,000		61,971	81,144
General Fund	Streets & Drainage	Streets & Drainage Foreman- Salary		1		61,808		54,719	71,648
General Fund	Streets & Drainage	Streets & Drainage Tech II		1		41,787		36,994	48,440
General Fund	Streets & Drainage	Streets & Drainage Tech I		1		31,200		27,621	36,167
General Fund	Streets & Drainage	Streets & Drainage Tech. I		1		32,136		28,450	37,252
General Fund	Parks Maintenance	Parks Superintendent		1		72,000		63,742	83,462
General Fund	Parks Maintenance	Parks Crew Leader		1		41,884		37,080	48,552
General Fund	Parks Maintenance	Groundskeeper		1		37,899		33,552	43,933
General Fund	Parks Maintenance	Groundskeeper		1		39,827		35,259	46,168
General Fund	Parks Maintenance	Groundskeeper		1		33,100		29,304	38,370
General Fund	Parks Maintenance	Groundskeeper (converted rec coord)		1		40,000		35,412	46,368
General Fund	Police	Assistant Chief of Police		1		112,507		99,603	130,418
General Fund	Police	Chief of Police		1		117,000		103,580	135,626
General Fund	Police	Sr. Management Assistant		1		58,380		51,684	67,675
General Fund	Police	Patrol Lieutenant		1		80,600		See step plan below	

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY		INTERIM MINIMUM SALARY	INTERIM MAXIMUM SALARY
General Fund	Police	Patrol Officer		1		69,930			
General Fund	Police	Patrol Officer		1		58,573			
General Fund	Police	Patrol Sergeant		1		76,710			
General Fund	Police	Patrol Officer		1		57,325			
General Fund	Police	Patrol Sergeant		1		76,710			
General Fund	Police	Patrol Officer		1		59,883			
General Fund	Police	Patrol Officer		1		57,325			
General Fund	Police	Patrol Officer		1		58,573			
General Fund	Police	Patrol Officer		1		63,981			
General Fund	Police	Patrol Officer		1		58,573			
General Fund	Police	Patrol Officer		1		65,520			
General Fund	Police	Patrol Officer		1		65,520			
General Fund	Police	Patrol Officer		1		58,573			
General Fund	Police	Patrol Officer		1		59,883			
General Fund	Police	Patrol Officer		1		63,981			
General Fund	Police	Patrol Officer		1		61,214			
General Fund	Police	Patrol Officer		1		56,077			
General Fund	Police	Patrol Sergeant		1		76,710			
General Fund	Police	Patrol Officer		1		56,077			
General Fund	Police	Patrol Officer		1		62,587			
General Fund	Police	Patrol Officer		1		58,573			
General Fund	Police	Patrol Officer		1		62,587			
General Fund	Police	Patrol Officer		1		56,077			
General Fund	Police	Patrol Officer		1		58,573			
General Fund	Police	Patrol Officer		1		59,883			
General Fund	Police	Patrol Sergeant		1		75,026			
General Fund	Police	Patrol Officer		1		61,214			
General Fund	Police	Patrol Officer		1		73,154			
General Fund	Police	Patrol Officer		1		57,325			
General Fund	Police	Patrol Officer		1		56,076			
General Fund	Police	Detective		1		68,390			
General Fund	Police	Street Crimes Sergeant		1		85,696			
General Fund	Police	Detective		1		76,128			
General Fund	Police	Detective		1		62,587			
General Fund	Police	Criminal Investigations Sergeant		1		80,267			
General Fund	Police	Criminal Investigations Lieutenant		1		88,338			
General Fund	Police	Support Services Sergeant		1		78,478			
General Fund	Police	Professional Standards Officer		1		59,883			

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY		INTERIM MINIMUM SALARY	INTERIM MAXIMUM SALARY
General Fund	Police	Community Resource Officer		1		74,589			
General Fund	Police	Support Services Lieutenant		1		90,103			
General Fund	Police	Crime Scene/Evidence Tech.		1		69,930		61,909	81,062
General Fund	Police	Senior Animal Control Officer		1		52,998		46,919	61,436
General Fund	Police	Public Information & Law Enforcement Specialist		1		39,645		35,098	45,956
General Fund	Police	Code Compliance Officer		1		42,848		37,933	49,669
General Fund	Police		Code Compliance Officer		1	43,000		38,068	49,846
General Fund	Police		Animal Control Officer		1	42,848		37,933	49,669
Utility Fund	Public Works	Utility Superintendent		1		80,817		71,547	93,683
Utility Fund	Public Works	Senior Utility Technician		1		61,339		54,304	71,104
Utility Fund	Public Works	Utility Technician		1		51,646		45,723	59,869
Utility Fund	Public Works	Utility Technician		1		42,619		37,731	49,404
Utility Fund	Public Works	Utility Technician		1		46,363		41,045	53,744
Utility Fund	Public Works	Utility Technician		1		44,782		39,646	51,912
Utility Fund	Public Works	Utility Technician		1		46,062		40,778	53,395
Utility Fund	Public Works	Utility Technician		1		50,346		44,572	58,362
Utility Fund	Public Works	Utility Technician		1		43,919		38,882	50,911
Utility Fund	Public Works	Utility Technician		1		41,777		36,985	48,428
Utility Fund	Public Works	Utility Technician		1		53,477		47,343	61,990
Utility Fund	Utility Billing	Water Services Technician		1		42,203		37,362	48,922
Utility Fund	Utility Billing	Utility Billing & Customer Service Manager		1		85,000		75,251	98,532
Utility Fund	Utility Billing	Utility Billing Coordinator		1		58,723		51,987	68,072
Utility Fund	Utility Billing	Customer Service Representative		1		34,878		30,878	40,431
Utility Fund	Utility Billing	Customer Service Representative		1		32,136		28,450	37,252
Utility Fund	Utility Billing	Water Services Technician			1	42,203		37,362	48,922

PD Grade/ Step														
Rank	Grade/ Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Officer	Annl	\$56,076.80	\$57,324.80	\$58,572.80	\$59,883.20	\$61,214.40	\$62,587.20	\$63,980.80	\$65,520.00	\$66,872.00	\$68,390.40	\$69,929.60	\$71,531.20	\$73,153.60
	Hrly	\$26.96	\$27.56	\$28.16	\$28.79	\$29.43	\$30.09	\$30.76	\$31.50	\$32.15	\$32.88	\$33.62	\$34.39	\$35.17
Sergeant	Annl	\$73,340.80	\$75,025.60	\$76,710.40	\$78,478.40	\$80,267.20	\$82,118.40	\$83,990.40						
	Hrly	\$35.26	\$36.07	\$36.88	\$37.73	\$38.59	\$39.48	\$40.38						
Lieutenant	Annl	\$84,364.80	\$86,320.00	\$88,337.60	\$90,384.87	\$92,479.59	\$94,622.85	\$96,815.79						
	Hrly	\$40.56	\$41.50	\$42.47	\$43.45	\$44.46	\$45.49	\$46.55						

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-055 levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2021. (First Reading)(Angie Rios)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-055 Ordinance Levying Ad Valorem Taxes FY 2022 8.30.21

ORDINANCE O-2021-055

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF HUTTO FOR THE TAX YEAR 2021; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSE; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND REPEALING CLAUSE.

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

SECTION I.

That there is hereby levied and there shall be collected for the use and support of the Municipal Government of the City of Hutto, upon all property, real personal and mixed, within the corporate limits of said City subject to taxation a tax of \$0.536448 on each \$100.00 valuation of property, said tax being levied and apportioned to the specific purpose herein set forth.

1. For the Maintenance and Operations of the general government (General Fund), a rate of \$0.380343 on each \$100.00 valuation of property and
2. For debt service on bond sold for the support of general government, a rate of \$0.156105 on each \$100.00 valuation of property.

SECTION II.

That the Taxes levied under this ordinance shall be due October 1, 2021, and if not paid on or before January 31, 2022, shall become delinquent.

SECTION III.

All Taxes shall become a lien upon the property against which assessed, and the City Tax Assessor and Collector of the City of Hutto is hereby authorized and empowered to enforce the collection of such Taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Hutto and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the General Fund of the City of Hutto. All delinquent taxes shall bear interest from the date of delinquency at the rate as prescribed by State Law.

SECTION IV.

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 V.

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 VI.

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

SECTION VII.

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 VIII.

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

READ and APPROVED the first reading on the 2nd day of September 2021 at a regular called meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on the second reading this 16th day of September 2021 at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-056 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (First Reading)
Meeting: Thursday, September 2, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-056 Ordinance amending fee schedules 21-22 9.1.21
2. Hutto Fee Schedule 21-22 REVISIONS 9221

ORDINANCE NO. O-2021-056

AN ORDINANCE AMENDING THE FEE SCHEDULE FOR THE CITY OF HUTTO, APPENDIX A OF THE HUTTO CODE OF ORDINANCES, TO UPDATE THE FEES AND CHARGES FOR CERTAIN CITY SERVICES; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2021.

WHEREAS, the City of Hutto, Texas (the “City”) is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and

WHEREAS, a review has been made by the City Staff covering rates, fees and charges of the City of Hutto for certain services rendered or provided by the City of Hutto; and

WHEREAS, it is deemed advantageous to set out all of said rates, fees and charges in one ordinance for the convenience of the City of Hutto, its employees and the citizens of Hutto and the public in general; and

WHEREAS, it is the purpose and intent of this ordinance to adopt rate schedules, fees and charges for such utilities and services provided by the City of Hutto; and

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fee schedules as provided herein.

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

SECTION 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. The Fee Schedule of the City of Hutto, Appendix A of the Hutto Code of Ordinances, is hereby amended to read in accordance with Attachment “A” which is attached hereto and incorporated into this Ordinance and the City Code 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”.

SECTION 3. 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.

SECTION 4. 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.

SECTION 5. The City Secretary of the City of Hutto, Texas, 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 6. 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 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 7. This Ordinance shall be effective on October 1, 2021.

READ and APPROVED on first reading on this the **2nd day of September, 2021**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **16th day of September, 2021**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Holly Nagy, City Secretary

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- (a) Temporary use permits: \$300.00.
- (b) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (c) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- (e) Zoning variance: \$400.00.
- (f) Development agreements: \$1,000.00.
- (g) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (h) Form based code amendment: 75% of regular form based code submittal fee.
- (i) Annexation (voluntary): \$500.00.
- (j) Specific use permit: \$500.00.
- (k) Zoning verification letter: \$50.00.**
- (l) Warrant (historic district only): \$100.00.**
- (m) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (n) Technology fee: \$25.00 except where indicated by**.
- (o) Notices:
 - (1) Published: \$150.00.
 - (2) Mailed: \$1.00 per mailed notice.
- (A) ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be \$1.00 per notice.
- (3) On-site public hearing notification sign: \$25.00 per sign.
- (4) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

Procedure	Published	Mailed	Notification distance	On-site public hearing notification signs placed	Notice posted on the city website
Planning Policy					
Comprehensive plan text amendment	*				*
Comprehensive plan map amendment	*				*
Code amendment	*				*
Annexation					

Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning application	•	•	600 feet*	•	•
PUD development plan/rezoning•	•	600 feet*	•	•	
Specific use permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential variance***	•	•	200 feet	•	•
Commercial variance	•	•	600 feet*	•	•
Historic preservation					
Certificate of appropriateness					•

*Any proposed building over four-stories shall require an additional 100 ft distance per floor up to a maximum 1,000 ft notification distance.

Sec. A1.002 Appeals

- (a) Administrative appeal (zoning board of adjustment): \$500.00.**
- (b) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- (a) Development assessment review: \$1,100.00.
- (b) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- (d) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (e) Plat vacation: \$500.00.
- (f) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (g) Major/minor plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- (h) Minor/short form final plat: \$500.00.
- (i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00*. Requires amendment plat.
- (j) GIS fee: \$25.00.**
- (k) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (l) Plan extension request (1-year extension): \$250.00.**
- (m) Subdivision public improvements/construction plan review: 0.3% of engineer's opinion of probable

cost.

- (n) Legal lot determination: \$50.00.**
- (o) Subdivision variance: \$300.00.
- (p) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (q) Technology fee: \$25.00 except where indicated by.**
- (r) Service extension request application fees:
 - (1) Request not requiring city participation: \$200.0.
 - (2) Request requiring city participation: \$500.00.
 - (3) Technology fee: \$25.00.

Sec. A1.004 Development fees

- (a) Parkland development fee:
 - (1) Residential: \$500.00 per unit.
 - (2) Nonresidential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
- (b) Parkland fee-in-lieu of land dedication fees:
 - (1) Residential:
 - (A) Single-family: \$300.00 per unit.
 - (B) Multifamily: \$175.00 per unit.

Sec. A1.005 Site plan fees

- (a) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250.00 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.
 - (1) Technology fee: \$25.00.
- (b) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (c) Site inspection fee (public improvements only): 3% of cost of public improvements.
- (d) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - (1) Application fee: \$100.00.
 - (2) Inspection fee: \$65.00.
 - (3) Technology fee: \$5.00.
- (g) Right-of-way use permit fees:
 - (1) Application fee (applied to inspection fee): \$500.00.
 - (2) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- (h) Clearing and grading permit fees:
 - (1) Application fee: \$100.00.
 - (2) Technology fee: \$7.00.

Sec. A1.006 Building plan review fees

Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.
- (2) Residential addition building permit fee: \$25.00.
- (3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and

commercial addition permits.

(4) Certificate of appropriateness (historic district only):

(A) Minor projects: \$30.00.

(B) Major projects (i.e., new construction): \$250.00.

(C) Technology fee: \$7.00.

(5) Master Plan Submittal: \$100 per new home plan compliance review.

Sec. A1.007 Building permit fees

(a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.

(b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspections are an additional fee.

Estimated Valuation	Fee
\$1.00 to \$5,000.00	\$25.00
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000.00 plus \$7.70 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$215.19 for the first \$25,000.00 plus \$5.56 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000.00 plus \$3.85 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000.00 plus \$3.08 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000.00 plus \$2.62 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000.00 plus \$1.74 for each additional \$1,000.00

(1) Reinspections: \$65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.

(2) Technology fee:

(A) Residential building permit: \$10.00.

(B) Commercial building permit: \$20.00.

(c) Miscellaneous permits/inspections by type:

(1) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by.**

(2) Move-in permit fee (modular structure): \$150.00.

(3) Demolition:

(A) Residential: \$50.00.

(B) Commercial: \$150.00.

- (4) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspections are an additional fee.
- (5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspections are an additional fee.
- (6) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.
- (7) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.
- (8) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspections are an additional fee.
- (9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (10) Tree removal permit:**
- (A) Undeveloped or redevelopment site:
- (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
- (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (B) Developed site:
- (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
- (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (11) HUD-code manufactured home fees:
- (A) Permit application fee: \$100.00.
- (B) License application or renewal fees: \$50.00.
- (C) License transfer fee: \$50.00.
- (12) Sign permits:
- (A) Regular signs (on buildings or freestanding):
- (i) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
- (ii) Sign master plan application fee: \$100.00.
- (B) Signs requiring variances:
- (i) Processing fee: \$100.00.
- (ii) If variance approved: \$15.00 per square foot of facing.
- (iii) If variance approved for sign master plan: \$10.00 per square foot of facing.
- (C) Temporary signs:
- (i) Temporary commercial signage, per sign: \$50.00.
- (ii) A-frame sign: \$30.00 (1 year).
- (iii) Public information sign: Permit required; no fee.**
- (iv) Political sign: No permit required; no fee.**
- (13) Certificate of occupancy (change of commercial tenant or ownership): \$50.00.
- (14) Temporary certificate of occupancy: \$250.00 per issuance.
- (15) Occupation of a structure prior to issuance of a certificate of occupancy: \$100.00 per day of occupancy prior to issuance of a certificate of occupancy.
- (16) Temporary job/construction trailer: \$30.00.
- (17) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspections are an additional fee. (No plan review fee required.)
- (18) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.

(19) All inspections and reinspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is \$100.00.

Sec. A1.008 Map and plan documents

(a) Printed map products:

(1) Black and white or color map:

(A) 8.5" x 11": \$5.00.

(B) 11" x 17": \$10.00.

(C) 34" x 48": \$20.00.

(2) Map tube: \$2.00.

(3) Postage: \$4.00 depending on additional postage fees.

(4) 2-day request: \$40.00.

(5) As-built plans (24" x 36"): \$10.00.

(b) GIS/CD/e-mail products:

(1) PDF file: \$10.00.

(2) JPG file: \$10.00.

(3) CD: \$15.00.

(4) DVD: \$15.00.

(5) Postage: \$4.00 depending on additional postage fees.

(6) Shape file:

(A) Each layer: \$35.00.

(B) Parcel layer: \$70.00.

(7) Aerial:

(A) Individual panels (per panel): \$35.00.

(B) All panels: \$860.00.

(8) As-built plans (electronic): \$25.00.

(c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. \$75.00 for the first hour, \$35.00 for each additional hour.

Sec. A1.009 Right-of-way fees for network providers

(a) Application fees. The application fees shall be assessed on the number of node support poles and/or network nodes contained in an application for installation at the following rates:

(1) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;

(2) For applications with more than five network nodes, there shall be an additional two hundred and fifty dollars (\$250.00) fee for each additional network node (limit of 30 nodes total); and

(3) One thousand dollars (\$1,000.00) per application for each node support pole.

(b) Rent from network providers.

(1) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053 shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.

(2) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.

(3) Transport facility. The annual transport facility rental rate as set in chapter 284 section 284.055 shall be \$28.00 monthly for each network node, unless an equal or greater amount is paid the city, e.g., under chapter 283, Tex. Loc. Gov. Code or chapter 66, Tex. Util. Code.

(c) Annual collocation on service pole attachment fee. Twenty dollars (\$20.00) per network node

permitted to be collocated on a city service pole.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- (a) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
- (b) Accident reports, per report: \$6.00.
- (c) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
- (d) Alarm fees: State law. Amount allowable under SB 568.
- ~~[(e) Business alarm permits (annual fee): \$50.00.]~~
- ~~[(f) Residential alarm permits (annual fee): \$25.00.]~~

Sec. A2.002 Animal control fees

Animal control: [chapter 4](#) of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

- (1) Dog registration for sterilized animal, per tag: \$5.00.
- (2) Dog registration for unsterilized animal, per tag: \$10.00.
- (3) Impoundment fee, registered: \$30.00.
- (4) Impoundment fee, unregistered: \$60.00.
- (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
- (6) Holding fee, per day: \$10.00.
- (7) Rabies vaccination, per animal: \$15.00.
- (8) Pick up deceased owner animal, per animal: \$25.00.
- (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
- (10) Additional drop-off fee with litter, per occurrence: \$25.00.

Sec. A2.003 Traffic fines

- (a) The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (b) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (1) Traffic violations: \$200.00.
 - (A) \$200.00 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (B) Additional fee applies if speeding in a school zone.
 - (2) Penal violations: \$500.00.

Sec. A2.004 City ordinances

As stated in chapter 1, [section 1.01.009](#) of the code, the city council may establish the following penalties:

- (1) A fine up to \$2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
- (2) A fine up to \$4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and
- (3) A fine up to \$500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of \$500.00–\$1,250.00 for first offense, or \$1,000.00–\$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175.00 or more than \$350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350.00 or more than \$1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500.00 or more than \$750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550.00 or more than \$800.00; and if that person has been convicted three times of this offense, a fine of not less than \$800.00 or more than \$1,100.00.

Sec. A2.008 Time payment fee (article 102.030 Code of Criminal Procedure)

Municipal court shall collect a fee of \$15.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS**Sec. A3.001 Solid waste collection**

(a) Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	95-gal. solid waste	65-gal. solid waste	65-gal. solid waste
	95-gal. recycling	65-gal. recycling	95-gal. recycling	65-gal. recycling
Solid waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky waste	\$0.45	\$0.45	n/a	n/a
Street maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total monthly cost	\$16.01	\$15.26	\$13.94	\$13.20

(b) Additional carts: 50% of monthly rate.

(c) Tenant clean out (includes up to 10 cubic yards): \$150.00.

(d) **Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.**

Sec. A3.002 Assessments

(a) Lot cleanup: Actual cost plus \$100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS**Sec. A4.001 Facilities and equipment rental**

Rental procedures and forms will be set and made available through the parks and recreation department.

(1) Generally.

(A) A security deposit shall be required to rent park facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be

refunded.

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

(2) Park facilities.

	Resident	Nonresident	Deposit	
			Private Parties	Corporations
Fritz[s] Park Large Pavilion				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Fritz Park Party Pavilion				
Hourly rate (2-hr minimum)	\$50.00	\$75.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Fritz[s] Splash Pad and Pavilion				
After hours rental	\$300.00	\$450.00	\$100.00	N/A
Hutto Community Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Hutto Park at Brushy Creek Pavilions				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Hutto Lake Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00

Glenwood Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00

(3) Athletic fields:

	Resident	Nonresident	Deposit	
			Hourly	4 or more hours
Holmstrom Field				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Nguyen Field				
Hourly (lights)	\$150.00	\$175.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Mager Fields (per field)				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Creek Fields (per field)				
Hourly (no lights)	\$25.00	\$50.00	\$100.00	N/A

(4) Concession facilities.

	Resident Daily Rate	Nonresident Daily Rate	Deposit
Holmstrom			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00
Mager			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00

(5) Field preparation and staffing.

	Football	Soccer	Baseball/Softball
Stripping fee	\$150.00	\$100.00	\$35.00
Staffing (as needed, hourly)	\$25.00	\$25.00	\$25.00

(6) Equipment. Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment - Per day	Fee
Field equipment	\$35.00

Sec. A4.002 Youth sports association facility fees

(a) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.

(b) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Youth Leagues	Fees
Electric rate - hourly	\$20.00
Per nonresident rate	\$50.00

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

(A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or through a credit check.

(B) Average payment history: \$150.00.**

(C) Poor payment history: \$250.00.**

*\$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(2) Wastewater only:

(A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or a through credit check.

(B) Average payment history: \$100.00.**

(C) Poor payment history: \$200.00.**

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(3) Nonresidential deposits: Nonresidential deposits are outlined in [section 24.04.038](#) in the Code of

Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: \$1,500.00.

Sec. A5.002 Connection fees

(a) Water:

(1) 5/8" and 3/4" meter: \$600.00.

(2) 1" meter: \$750.00.

(3) 1-1/2" meter: \$1,100.00.

(4) 2" meter: \$1,300.00.

(5) Above 2" meter: Actual meter costs plus \$300.00.

(b) Wastewater:

(1) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.

(2) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

(a) New account charge/transfer account charge: \$35.00.

(b) Processing fee due to disconnection of services for nonpayment: \$50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional \$50.00 disconnect fee charged by those providers.)

(c) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

(d) Meter reread charge: \$25.00.

(e) Tampering with a locking device: \$250.00.

(f) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.

(g) Temporary fire hydrant backflow prevention testing: \$75.00.

Sec. A5.004 Impact fees

(a) For plats recorded prior to February 1, 2013.

(1) Water, per service unit equivalent: \$4,363.00.

(2) Wastewater, per service unit equivalent: \$1,068.00.

(b) For plats recorded after February 1, 2013.

(1) Water, per service unit equivalent: \$3,625.00.

(2) Wastewater, per service unit equivalent: \$2,128.00.

Sec. A5.005 Retail water and wastewater rates

(a) Outside city rates: Outside city rates are 1.15 times inside city rates.

(b) Water rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55

3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1,274.39	\$1,465.55

(2) Volume rate (per 1,000 gallons):

		Inside City	Outside City
Single-family residential:			
	Monthly use between:		
	0 to 5,000 gallons	\$7.82	\$9.00
	5,001 to 12,000 gallons	\$8.50	\$9.78
	12,001 to 25,000 gallons	\$8.90	\$10.24
	25,001 gallons or more	\$9.70	\$11.16
Nonresidential, all consumption		\$8.57	\$9.86
Irrigation, all consumption		\$8.90	\$10.24
Construction, all consumption		\$8.90	\$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1,265.66	\$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

(3) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

(4) Drainage fee: \$4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with [section 24.04.040](#) and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

- (1) 2-inch: \$8.00.
- (2) 6-inch: \$20.00.
- (3) 8-inch: \$30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: \$3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

- (A) \$10.00 for the first 1,000 gallons over allocation.
- (B) \$15.00 for the second 1,000 gallons over allocation.
- (C) \$20.00 for the third 1,000 gallons over allocation.
- (D) \$25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

- (A) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- (B) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- (C) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- (D) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

- (A) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

- (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (B) Customers whose allocation is 3,000 gallons per month or more:
 - (i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - (ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - (iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - (iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

- (A) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (B) Customers whose allocation is 3,000 gallons per month or more:
 - (i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - (ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - (iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - (iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

- (b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 Wine and beer retailer permit

Wine and beer retailer permit: \$25.00.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

- (a) Peddler/solicitor: \$25.00 for each person permitted.
- (b) Distributor: \$25.00 for each person or group of persons.
- (c) Itinerant vendors/mobile street vendors:
 - (1) 14-day permit: \$25.00 fee.
 - (2) 30-day permit: \$35.00 fee.
 - (3) 90-day permit: \$75.00 fee.
 - (4) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

- (a) Library cards:
 - (1) Nonresident:
 - (A) Family: No family cards.

(B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for \$10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(2) Replacement:

(A) For 1st replacement: \$1.00.

(B) All additional replacement cards: \$5.00.

(b) Copy/print and fax:

(1) Black and white, per impression: \$0.10.

(2) Color, per impression: \$0.25.

(3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local, toll free and long-distance digital faxing. No international or incoming faxes allowed.

(c) Fines and fees:

(1) Overdue books, per day, up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.

(2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

(a) Special events permit application fee: \$50.00.

(b) Street closure permit application fee: \$25.00.

(c) Fireworks display permit application fee: \$40.00.

(d) Film application fee: \$500.00.

(1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.

(2) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.

(3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.

(4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.

(5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.

(e) Brush collection by city after storm:

(1) Minimum: \$15.00.

(2) Additional time in increments of five minutes: \$5.00.

(f) Returned check fee (for any city payment): \$30.00.

(g) Credit card processing fee, per transaction: Processing fee of 2% of the charge amount per transaction.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-050 accepting and approving an Annual Service Plan Update to the Service and Assessment Plan for the Co-Op Public Improvement District.(First Reading)(D.Palumbo)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021-09-02_HUT_Co-Op_2021 SAP Update
2. O-2020-050 SAP Annual Service Update Co-Op PID 83121



HUTTO CO-OP
PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE
SEPTEMBER 2, 2021

INTRODUCTION

Capitalized terms used in this 2021 Annual Service Plan Update shall have the meanings set forth in the 2018 Service and Assessment Plan (the “2018 SAP”), used for the levying of Special Assessments.

The PID was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9D on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the 35.1 acres of property in the PID.

On December 6, 2018, the City Council accepted and approved the 2018 SAP for the PID by adopting Ordinance No. O-18-12-06-9A which approved the levy of Special Assessments for Assessed Property within the PID and the Assessment Roll.

The 2018 SAP identified the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the SAP.

On July 3, 2019, the City approved the 2019 Annual Service Plan Update for the PID by adopting an ordinance. The 2019 Annual Service Plan Update also updated the Special Assessment Roll for 2019.

On January 21, 2020, the City approved the 2020 Annual Service Plan Update for the PID by adopting Ordinance No. O-2020-033. The 2020 Annual Service Plan Update also updated the Special Assessment Roll for 2020.

Pursuant to Texas Local Government Code Chapter 372, the SAP must be reviewed and updated annually. This document is the annual update of the SAP for 2021. This Annual Service Plan Update also updates the Assessment Roll for 2021.

LISTED EVENTS

The following Listed Events have occurred within the district:

- On October 15, 2020, at the request of the City of Hutto, Texas (the “City”), the County Attorney of Williamson County, Texas submitted a formal request for legal advice from the Office of the Attorney General of Texas (the “Opinion Request”) regarding the legality of certain aspects of the financing of improvements in the Hutto Co-Op Public Improvement District (the “Co-Op PID”). The questions center around the use of assessments to make installment payments for the purchase of public improvements from the River Creek Development Corporation, a local government corporation formed by the City (the “Corporation”), when the installment payments were sized to enable the Corporation to pay debt service on a loan from the Public Finance Authority, a unit of government and a body corporate and politic of the State of Wisconsin (the “Wisconsin PFA”), which was used to pay financing costs and financial reserves as well as costs of the improvements. The Wisconsin PFA issued the Co-Op PID Bonds in order to raise the funds it lent to the Corporation. In addition, the Opinion Request raised the question of whether the loan agreement and promissory note executed by the Corporation in connection with the Co-Op PID financing should have been submitted to the Texas Attorney General for examination. More information regarding this Opinion Request was published on <https://emma.msrb.org/Security/Details/A6FE9AF7B868213BAC90D197EF3C4F346>
- On May 28th, 2021, the City has issued a Notice of Default to 79 HCD Development, LLC (the “Construction Manager”) under a certain Construction Contract by and between River Creek Development Corporation (the “Corporation”) and the Construction Manager dated December 6, 2018 (the “Original Construction Contract”), as amended by a First Amendment to Construction Contract effective January 29, 2020, and a Second Amendment to Construction Contract effective December 5, 2020 (collectively, the “Construction Contract”). More information regarding this Notice of Default to the Construction manager was published on <https://emma.msrb.org/Security/Details/A6FE9AF7B868213BAC90D197EF3C4F346>

PARCEL SUBDIVISION

The following plats have been recorded in the District:

- The final plat for the Hutto Co-Op District was filed and recorded with the County on May 8, 2018 and consisted of 7 Lots.
- The “Re-subdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre

Tract” was filed and recorded with the County on April 15, 2019, Lot 4 was subdivided into Lot 4A and Lot 4B, and 4.43 Acre Tract consisted of Lot 8 and Lot 9.

- The “Re-subdivision of Lots 6A-4 of the Co-Op District” was filed and recorded with the County on January 13, 2021 with Lot 6A-4 subdivided into 3 Lots, a copy of which is attached as **Exhibit F**.

AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements has been revised to \$13,023,962 as shown on the table below. Final acceptance of all Authorized Improvements is projected for the latter half of Q2 2021.

	Original SAP Budget ¹	Revised Budget ^{2 3}	Actual Spent ⁵	% Complete
<i>Initial Authorized Improvements</i>				
The Lakes - Landscaping	\$ 2,887,780	\$ 2,147,174	\$ 2,147,174	100.00%
Streets - Landscaping	\$ 2,015,562	\$ 1,529,253	\$ 1,529,253	100.00%
City Hall Landscaping	\$ 812,682	\$ 604,260	\$ 604,260	100.00%
Signage, Monumentation & Detention	\$ 806,280	\$ 599,500	\$ 599,500	100.00%
Town Green	\$ 1,228,892	\$ 983,514	\$ 983,514	100.00%
Excavation, Water, Sewer, Drainage, Paving & Parking Lots	\$ 6,103,457	\$ 4,549,248	\$ 4,549,248	100.00%
Highway 79 Construction & Engineering	\$ 1,318,956	\$ 910,908	\$ 878,318	96.42%
Contingency	\$ 926,391	\$ 400,105	\$ 376,671	94.14%
Project Management Fee	\$ 1,300,000	\$ 1,300,000	\$ 1,100,000	84.62%
Total Initial Authorized Improvements	\$ 17,400,000	\$ 13,023,962	\$ 12,767,938	98.03%
<i>Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ 645,073	\$ 645,073	100.00%
Capitalized Interest	\$ -	\$ 2,178,415	\$ 2,178,415	100.00%
Underwriter's Discount	\$ -	\$ 365,000	\$ 365,000	100.00%
Cost of Issuance	\$ -	\$ 937,550	\$ 937,550	100.00%
Extraordinary Expense Fund	\$ -	\$ 250,000	\$ 250,000	100.00%
Total PID Formation and Bond Issuance Costs	\$ -	\$ 4,376,038	\$ 4,376,038	100.00%
Total Costs	\$ 17,400,000	\$ 17,400,000	\$ 17,143,976	98.53%

Footnotes:

¹ As shown in Original SAP approved December 6, 2018 and page 50 of the Limited Offering Memorandum dated December 20, 2018.

² Revised budget per the Quarterly Report prepared by the developer for the period ending March 31, 2021.

³ The revised budget matches the \$13,023,963 authorized to be paid to the developer pursuant to Section 5.02(a) of the Construction Contract dated December 6, 2018 and the deposit to the Project Fund from the sale of bonds, on page 28 of the Limited Offering Memorandum dated December 20, 2018.

⁴ The budget change matches the \$4,376,038 in costs incurred in the issuance of the bonds, on page 28 of the Limited Offering Memorandum dated December 20, 2018.

⁵ Per the Quarterly Report prepared by the developer for the period ending March 31, 2021.

DEVELOPMENT STATUS

As of March 31, 2021, all lots are owned by the Developer, with no wholesale purchases closed or under contract. Vertical construction commenced in Q1 2020. Three leases have been issued within the PID, as shown below. Lot 9 had a lease with a Theater but was mutually terminated in January 2021 due to Covid-19.

See **Exhibit H** for Form of Disclosure.

Executed Leases as of March 31, 2021				
Lot #	Property Type	SqFt	Term	Price/SqFt
6A	Restaurant	3,000	\$	16.00 [a]
4B	Restaurant	5,500	\$	21.47 [b]
6A	Retail	1,200	\$	31.00

[a] Reflects year 1 at \$32.00/SqFt with 6 months free rent.

[b] Reflects year 1 at \$42.93/SqFt with 6 months free rent.

On January 15, 2020, a construction loan with Broadway Bank in the amount of \$18,150,000 was closed by 79 Alpha District Development, an entity owned 100% by the same partners as 420 US 79, Ltd., for the vertical construction of six buildings within the District. As of March 24, 2021, there had been \$2,997,786.49 in funds advanced against the loan, leaving an available balance of \$15,152,213.51 for future loan advances. The table below summarizes the status of vertical construction for the various buildings within the District.

Status of Vertical Construction

Lot #	Building #	Planned Building SqFt	Percent of District SqFt	Estimated Completion Date ^[a]
<u>Buildings with Funding</u>				
6A-2	1A	3,500	0.53%	TBD
6A-4	1B	6,000	0.91%	TBD
6A-4	3	6,000	0.91%	TBD
4B	5	5,500	0.83%	Complete
4E	7	20,000	3.03%	TBD
9	18	39,000	5.91%	TBD
		80,000	12.13%	
<u>Buildings yet to Secure Funding</u>				
6A-4	2	12,000	1.82%	TBD
6A-4	4	3,000	0.45%	TBD
6A-1	6	22,500	3.41%	TBD
5A	8	6,000	0.91%	TBD
4A	9	152,000	23.05%	TBD
4A	10	45,000	6.82%	TBD
4A	11	28,000	4.25%	TBD
6A-1	12	40,000	6.07%	TBD
7	13	75,000	11.37%	TBD
7	14	36,000	5.46%	TBD
3	15	32,000	4.85%	TBD
Church	16	124,000	18.80%	TBD
Church	17	-	0.00%	TBD
8	19	4,000	0.61%	TBD
		579,500	87.87%	
Total		659,500	100.00%	

[a] As of 3/31/2021.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$17,400,000. The Assessment Roll is attached as **Exhibit A**.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$1,132,707.50.
- **Administrative Expenses** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$45,865.41.
- **TIRZ Offset** – The TIRZ generated \$27,090.78 in net TIRZ Credit in 2020, which will be used to offset the 2021 Annual Installment due January 31, 2022. There was no EDC Credit generated in 2020.

Due January 31, 2022	
Co-Op PID	
Principal	\$ -
Interest	\$ 1,132,707.50
Administrative Expenses	\$ 45,865.41
TIRZ Credit	\$ (27,090.78)
Total Annual Installment	\$ 1,151,482.13

See **Exhibit B** for the Annual Installments for the PID and **Exhibits C1 – C13** for the Annual Installments for each Assessed Property within the PID.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

No full prepayments of Special Assessments have occurred within the PID.

See **Exhibit G** for a sample Form of Assessment Termination Notice.

PARTIAL PREPAYMENT OF SPECIAL ASSESSMENTS

No partial prepayments of Special Assessments have occurred within the PID.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Co-Op PID						
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ 195,000.00	\$ 210,000.00	\$ 220,000.00	\$ 235,000.00
Interest		\$ 1,132,707.50	\$ 1,132,707.50	\$ 1,120,032.50	\$ 1,106,382.50	\$ 1,092,082.50
	(1)	\$ 1,132,707.50	\$ 1,327,707.50	\$ 1,330,032.50	\$ 1,326,382.50	\$ 1,327,082.50
Annual Collection Costs [a]	(2)	\$ 45,865.41	\$ 46,782.72	\$ 47,718.37	\$ 48,672.74	\$ 49,646.19
TIRZ Offset [b]	(3)	\$ (27,090.78)	\$ (27,090.78)	\$ (27,090.78)	\$ (27,090.78)	\$ (27,090.78)
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 1,151,482.13	\$ 1,347,399.44	\$ 1,350,660.09	\$ 1,347,964.46	\$ 1,349,637.92

[a] Preliminary estimate, Annual Collection Costs will be determined annually with each Annual Service Plan Update.

[b] Preliminary estimate, TIRZ Credit will be determined annually with each Annual Service Plan Update.

ASSESSMENT ROLL

The list of current Parcels or Lots within the PID, the corresponding total Special Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022.

EXHIBITS

The following Exhibits are attached to and made a part of this 2021 Annual Service Plan Update for all purposes:

Exhibit A	Assessment Roll
Exhibit B	Annual Installment Schedule
Exhibit C-1	Parcel R590418 Buyer Disclosure
Exhibit C-2	Parcel R590420 Buyer Disclosure
Exhibit C-3	Parcel R590424 Buyer Disclosure
Exhibit C-4	Parcel R590417 Buyer Disclosure
Exhibit C-5	Parcel R590427 Buyer Disclosure
Exhibit C-6	Parcel R590428 Buyer Disclosure
Exhibit C-7	Parcel R590423 Buyer Disclosure
Exhibit C-8	Parcel R571099 Buyer Disclosure
Exhibit C-9	Parcel R571095 Buyer Disclosure
Exhibit C-10	Church Parcel (R021442 + R577611) Buyer Disclosure
Exhibit C-11	Parcel R584030 Buyer Disclosure
Exhibit C-12	Parcel R584029 Buyer Disclosure
Exhibit D	TIRZ Credit
Exhibit E	City and Corporation Interlocal Agreement Debt Service Schedule
Exhibit F	Re-subdivision of Lots 6A-4 of the Co-Op District
Exhibit G	Form of Assessment Termination Notice
Exhibit H	Form of Assessment Disclosure

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot #	Building #	Projected Building SqFt	Co-Op PID	
				Outstanding Special Assessment	Annual Installment due 1/31/22
R590418	6A	1	12,000	\$ 316,603.49	\$ 20,109.44
R590420	6A	2, 3, 4	21,000	\$ 554,056.10	\$ 33,122.28
R590424	4B	5	5,500	\$ 145,109.93	\$ 8,048.34
R590417	6A	6, 12	60,000	\$ 1,583,017.44	\$ 103,421.42
R590427	4A	7	33,000	\$ 870,659.59	\$ 57,836.57
R590428	5A	8	6,000	\$ 158,301.74	\$ 7,941.29
R590423	4A	9, 10, 11	212,000	\$ 5,593,328.28	\$ 375,334.69
R571099	7	13, 14	111,000	\$ 2,928,582.26	\$ 196,380.24
R571095	3	15	32,000	\$ 844,275.97	\$ 55,918.33
R021442 [a]	Church [b]	16	124,000	\$ 758,441.46	\$ 51,372.33
R577611 [a]	Church [b]	16		\$ 2,513,127.91	\$ 170,224.40
R584030	9	18	39,000	\$ 1,028,961.33	\$ 65,357.64
R584029	8	19	4,000	\$ 105,534.50	\$ 6,415.17
R571093	1	17 (City Hall)	-	\$ -	\$ -
R571094	2	Non Benefitted	-	\$ -	\$ -
R577612	Church	Non Benefitted	-	\$ -	\$ -
R590419	6A	Non Benefitted	-	\$ -	\$ -
R590425	4A	Non Benefitted	-	\$ -	\$ -
R590426	4B	Non Benefitted	-	\$ -	\$ -
Total			659,500	\$ 17,400,000	\$ 1,151,482

[a] Allocated Pro Rata based on acreage for billing purposes. The total Assessment on the Church Property is \$3,271,569.37

[b] On June 2, 2021 the Church Property was transferred to 420 US 79 Ltd.

EXHIBIT B – ANNUAL INSTALLMENT SCHEDULE

Installments Due 1/31	Principal [a]	Interest [a]	Annual Collection Costs [b]	TIRZ Credit [b]	Annual Installment
2022	\$ -	\$ 1,132,708	\$ 45,865	\$ (27,091)	\$ 1,151,482
2023	\$ 195,000	\$ 1,132,708	\$ 46,783	\$ (27,091)	\$ 1,347,399
2024	\$ 210,000	\$ 1,120,033	\$ 47,718	\$ (27,091)	\$ 1,350,660
2025	\$ 220,000	\$ 1,106,383	\$ 48,673	\$ (27,091)	\$ 1,347,964
2026	\$ 235,000	\$ 1,092,083	\$ 49,646	\$ (27,091)	\$ 1,349,638
2027	\$ 250,000	\$ 1,076,808	\$ 50,639	\$ (27,091)	\$ 1,350,356
2028	\$ 265,000	\$ 1,060,558	\$ 51,652	\$ (27,091)	\$ 1,350,119
2029	\$ 280,000	\$ 1,043,333	\$ 52,685	\$ (27,091)	\$ 1,348,927
2030	\$ 300,000	\$ 1,025,133	\$ 53,739	\$ (27,091)	\$ 1,351,780
2031	\$ 320,000	\$ 1,005,633	\$ 54,813	\$ (27,091)	\$ 1,353,355
2032	\$ 340,000	\$ 984,833	\$ 55,910	\$ (27,091)	\$ 1,353,651
2033	\$ 360,000	\$ 962,733	\$ 57,028	\$ (27,091)	\$ 1,352,670
2034	\$ 380,000	\$ 939,333	\$ 58,168	\$ (27,091)	\$ 1,350,410
2035	\$ 405,000	\$ 914,633	\$ 59,332	\$ (27,091)	\$ 1,351,874
2036	\$ 430,000	\$ 888,308	\$ 60,518	\$ (27,091)	\$ 1,351,735
2037	\$ 460,000	\$ 860,358	\$ 61,729	\$ (27,091)	\$ 1,354,996
2038	\$ 485,000	\$ 830,458	\$ 62,963	\$ (27,091)	\$ 1,351,330
2039	\$ 515,000	\$ 798,933	\$ 64,223	\$ (27,091)	\$ 1,351,064
2040	\$ 550,000	\$ 765,458	\$ 65,507	\$ (27,091)	\$ 1,353,874
2041	\$ 585,000	\$ 729,708	\$ 66,817	\$ (27,091)	\$ 1,354,434
2042	\$ 620,000	\$ 691,683	\$ 68,154	\$ (27,091)	\$ 1,352,745
2043	\$ 660,000	\$ 651,383	\$ 69,517	\$ (27,091)	\$ 1,353,808
2044	\$ 700,000	\$ 608,483	\$ 70,907	\$ (27,091)	\$ 1,352,299
2045	\$ 745,000	\$ 562,983	\$ 72,325	\$ (27,091)	\$ 1,353,217
2046	\$ 790,000	\$ 514,558	\$ 73,772	\$ (27,091)	\$ 1,351,238
2047	\$ 840,000	\$ 463,208	\$ 75,247	\$ (27,091)	\$ 1,351,364
2048	\$ 890,000	\$ 408,608	\$ 76,752	\$ (27,091)	\$ 1,348,269
2049	\$ 950,000	\$ 350,758	\$ 78,287	\$ (27,091)	\$ 1,351,954
2050	\$ 1,005,000	\$ 289,008	\$ 79,853	\$ (27,091)	\$ 1,346,770
2051	\$ 1,075,000	\$ 223,683	\$ 81,450	\$ (27,091)	\$ 1,353,042
2052	\$ 1,140,000	\$ 153,270	\$ 83,079	\$ (27,091)	\$ 1,349,258
2053	\$ 1,200,000	\$ 78,600	\$ 84,740	\$ (27,091)	\$ 1,336,250
Total	\$ 17,400,000	\$ 24,466,345	\$ 2,028,491	\$ (866,905)	\$ 43,027,931

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-1 – PARCEL R590418 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590418 PRINCIPAL ASSESSMENT: \$316,603.49

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590418

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 20,610.30	\$ 834.55	\$ (1,335.40)	\$	20,109.44
2023	\$ 3,548.14	\$ 20,610.30	\$ 851.24	\$ (1,335.40)	\$	23,674.28
2024	\$ 3,821.08	\$ 20,379.67	\$ 868.26	\$ (1,335.40)	\$	23,733.61
2025	\$ 4,003.03	\$ 20,131.30	\$ 885.63	\$ (1,335.40)	\$	23,684.56
2026	\$ 4,275.97	\$ 19,871.10	\$ 903.34	\$ (1,335.40)	\$	23,715.01
2027	\$ 4,548.90	\$ 19,593.16	\$ 921.41	\$ (1,335.40)	\$	23,728.07
2028	\$ 4,821.83	\$ 19,297.48	\$ 939.84	\$ (1,335.40)	\$	23,723.75
2029	\$ 5,094.77	\$ 18,984.06	\$ 958.63	\$ (1,335.40)	\$	23,702.07
2030	\$ 5,458.68	\$ 18,652.90	\$ 977.81	\$ (1,335.40)	\$	23,753.99
2031	\$ 5,822.59	\$ 18,298.09	\$ 997.36	\$ (1,335.40)	\$	23,782.65
2032	\$ 6,186.50	\$ 17,919.62	\$ 1,017.31	\$ (1,335.40)	\$	23,788.04
2033	\$ 6,550.42	\$ 17,517.50	\$ 1,037.66	\$ (1,335.40)	\$	23,770.17
2034	\$ 6,914.33	\$ 17,091.72	\$ 1,058.41	\$ (1,335.40)	\$	23,729.06
2035	\$ 7,369.22	\$ 16,642.29	\$ 1,079.58	\$ (1,335.40)	\$	23,755.69
2036	\$ 7,824.11	\$ 16,163.29	\$ 1,101.17	\$ (1,335.40)	\$	23,753.17
2037	\$ 8,369.98	\$ 15,654.72	\$ 1,123.19	\$ (1,335.40)	\$	23,812.49
2038	\$ 8,824.87	\$ 15,110.67	\$ 1,145.66	\$ (1,335.40)	\$	23,745.80
2039	\$ 9,370.74	\$ 14,537.06	\$ 1,168.57	\$ (1,335.40)	\$	23,740.96
2040	\$ 10,007.58	\$ 13,927.96	\$ 1,191.94	\$ (1,335.40)	\$	23,792.08
2041	\$ 10,644.43	\$ 13,277.47	\$ 1,215.78	\$ (1,335.40)	\$	23,802.28
2042	\$ 11,281.27	\$ 12,585.58	\$ 1,240.10	\$ (1,335.40)	\$	23,771.55
2043	\$ 12,009.10	\$ 11,852.30	\$ 1,264.90	\$ (1,335.40)	\$	23,790.89
2044	\$ 12,736.92	\$ 11,071.71	\$ 1,290.20	\$ (1,335.40)	\$	23,763.42
2045	\$ 13,555.72	\$ 10,243.81	\$ 1,316.00	\$ (1,335.40)	\$	23,780.13
2046	\$ 14,374.53	\$ 9,362.68	\$ 1,342.32	\$ (1,335.40)	\$	23,744.13
2047	\$ 15,284.31	\$ 8,428.34	\$ 1,369.17	\$ (1,335.40)	\$	23,746.41
2048	\$ 16,194.09	\$ 7,434.86	\$ 1,396.55	\$ (1,335.40)	\$	23,690.09
2049	\$ 17,285.82	\$ 6,382.24	\$ 1,424.48	\$ (1,335.40)	\$	23,757.15
2050	\$ 18,286.58	\$ 5,258.67	\$ 1,452.97	\$ (1,335.40)	\$	23,662.82
2051	\$ 19,560.27	\$ 4,070.04	\$ 1,482.03	\$ (1,335.40)	\$	23,776.94
2052	\$ 20,742.99	\$ 2,788.84	\$ 1,511.67	\$ (1,335.40)	\$	23,708.10
2053	\$ 21,834.72	\$ 1,430.17	\$ 1,541.90	\$ (1,335.40)	\$	23,471.40
Total	\$ 316,603.49	\$ 445,179.89	\$ 36,909.61	\$ (42,732.81)	\$	755,960.19

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-2 – PARCEL R590420 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590420 PRINCIPAL ASSESSMENT: \$554,056.10

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590420

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 36,068.02	\$ 1,460.46	\$ (4,406.20)	\$	33,122.28
2023	\$ 6,209.25	\$ 36,068.02	\$ 1,489.67	\$ (4,406.20)	\$	39,360.73
2024	\$ 6,686.88	\$ 35,664.42	\$ 1,519.46	\$ (4,406.20)	\$	39,464.56
2025	\$ 7,005.31	\$ 35,229.77	\$ 1,549.85	\$ (4,406.20)	\$	39,378.73
2026	\$ 7,482.94	\$ 34,774.42	\$ 1,580.85	\$ (4,406.20)	\$	39,432.01
2027	\$ 7,960.58	\$ 34,288.03	\$ 1,612.47	\$ (4,406.20)	\$	39,454.87
2028	\$ 8,438.21	\$ 33,770.60	\$ 1,644.72	\$ (4,406.20)	\$	39,447.32
2029	\$ 8,915.85	\$ 33,222.11	\$ 1,677.61	\$ (4,406.20)	\$	39,409.36
2030	\$ 9,552.69	\$ 32,642.58	\$ 1,711.16	\$ (4,406.20)	\$	39,500.23
2031	\$ 10,189.54	\$ 32,021.66	\$ 1,745.39	\$ (4,406.20)	\$	39,550.38
2032	\$ 10,826.38	\$ 31,359.34	\$ 1,780.29	\$ (4,406.20)	\$	39,559.81
2033	\$ 11,463.23	\$ 30,655.62	\$ 1,815.90	\$ (4,406.20)	\$	39,528.55
2034	\$ 12,100.08	\$ 29,910.51	\$ 1,852.22	\$ (4,406.20)	\$	39,456.60
2035	\$ 12,896.13	\$ 29,124.01	\$ 1,889.26	\$ (4,406.20)	\$	39,503.20
2036	\$ 13,692.19	\$ 28,285.76	\$ 1,927.05	\$ (4,406.20)	\$	39,498.79
2037	\$ 14,647.46	\$ 27,395.77	\$ 1,965.59	\$ (4,406.20)	\$	39,602.61
2038	\$ 15,443.52	\$ 26,443.68	\$ 2,004.90	\$ (4,406.20)	\$	39,485.90
2039	\$ 16,398.79	\$ 25,439.85	\$ 2,045.00	\$ (4,406.20)	\$	39,477.43
2040	\$ 17,513.27	\$ 24,373.93	\$ 2,085.90	\$ (4,406.20)	\$	39,566.89
2041	\$ 18,627.75	\$ 23,235.57	\$ 2,127.61	\$ (4,406.20)	\$	39,584.73
2042	\$ 19,742.23	\$ 22,024.76	\$ 2,170.17	\$ (4,406.20)	\$	39,530.96
2043	\$ 21,015.92	\$ 20,741.52	\$ 2,213.57	\$ (4,406.20)	\$	39,564.81
2044	\$ 22,289.61	\$ 19,375.49	\$ 2,257.84	\$ (4,406.20)	\$	39,516.74
2045	\$ 23,722.52	\$ 17,926.66	\$ 2,303.00	\$ (4,406.20)	\$	39,545.97
2046	\$ 25,155.42	\$ 16,384.70	\$ 2,349.06	\$ (4,406.20)	\$	39,482.97
2047	\$ 26,747.54	\$ 14,749.59	\$ 2,396.04	\$ (4,406.20)	\$	39,486.97
2048	\$ 28,339.65	\$ 13,011.00	\$ 2,443.96	\$ (4,406.20)	\$	39,388.41
2049	\$ 30,250.19	\$ 11,168.93	\$ 2,492.84	\$ (4,406.20)	\$	39,505.76
2050	\$ 32,001.52	\$ 9,202.66	\$ 2,542.70	\$ (4,406.20)	\$	39,340.68
2051	\$ 34,230.48	\$ 7,122.57	\$ 2,593.55	\$ (4,406.20)	\$	39,540.39
2052	\$ 36,300.23	\$ 4,880.47	\$ 2,645.42	\$ (4,406.20)	\$	39,419.92
2053	\$ 38,210.77	\$ 2,502.81	\$ 2,698.33	\$ (4,406.20)	\$	39,005.70
Total	\$ 554,056.10	\$ 779,064.81	\$ 64,591.82	\$ (140,998.46)	\$	1,256,714.29

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-3 – PARCEL R590424 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590424 PRINCIPAL ASSESSMENT: \$145,109.93

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590424

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 9,446.39	\$ 382.50	\$ (1,780.55)	\$	8,048.34
2023	\$ 1,626.23	\$ 9,446.39	\$ 390.15	\$ (1,780.55)	\$	9,682.22
2024	\$ 1,751.33	\$ 9,340.68	\$ 397.95	\$ (1,780.55)	\$	9,709.41
2025	\$ 1,834.72	\$ 9,226.84	\$ 405.91	\$ (1,780.55)	\$	9,686.93
2026	\$ 1,959.82	\$ 9,107.59	\$ 414.03	\$ (1,780.55)	\$	9,700.89
2027	\$ 2,084.91	\$ 8,980.20	\$ 422.31	\$ (1,780.55)	\$	9,706.87
2028	\$ 2,210.01	\$ 8,844.68	\$ 430.76	\$ (1,780.55)	\$	9,704.90
2029	\$ 2,335.10	\$ 8,701.03	\$ 439.37	\$ (1,780.55)	\$	9,694.96
2030	\$ 2,501.90	\$ 8,549.25	\$ 448.16	\$ (1,780.55)	\$	9,718.75
2031	\$ 2,668.69	\$ 8,386.62	\$ 457.12	\$ (1,780.55)	\$	9,731.89
2032	\$ 2,835.48	\$ 8,213.16	\$ 466.27	\$ (1,780.55)	\$	9,734.36
2033	\$ 3,002.27	\$ 8,028.85	\$ 475.59	\$ (1,780.55)	\$	9,726.17
2034	\$ 3,169.07	\$ 7,833.71	\$ 485.10	\$ (1,780.55)	\$	9,707.33
2035	\$ 3,377.56	\$ 7,627.72	\$ 494.81	\$ (1,780.55)	\$	9,719.53
2036	\$ 3,586.05	\$ 7,408.17	\$ 504.70	\$ (1,780.55)	\$	9,718.38
2037	\$ 3,836.24	\$ 7,175.08	\$ 514.80	\$ (1,780.55)	\$	9,745.57
2038	\$ 4,044.73	\$ 6,925.73	\$ 525.09	\$ (1,780.55)	\$	9,715.00
2039	\$ 4,294.92	\$ 6,662.82	\$ 535.59	\$ (1,780.55)	\$	9,712.78
2040	\$ 4,586.81	\$ 6,383.65	\$ 546.31	\$ (1,780.55)	\$	9,736.21
2041	\$ 4,878.70	\$ 6,085.51	\$ 557.23	\$ (1,780.55)	\$	9,740.88
2042	\$ 5,170.58	\$ 5,768.39	\$ 568.38	\$ (1,780.55)	\$	9,726.80
2043	\$ 5,504.17	\$ 5,432.30	\$ 579.74	\$ (1,780.55)	\$	9,735.67
2044	\$ 5,837.76	\$ 5,074.53	\$ 591.34	\$ (1,780.55)	\$	9,723.08
2045	\$ 6,213.04	\$ 4,695.08	\$ 603.17	\$ (1,780.55)	\$	9,730.73
2046	\$ 6,588.32	\$ 4,291.23	\$ 615.23	\$ (1,780.55)	\$	9,714.23
2047	\$ 7,005.31	\$ 3,862.99	\$ 627.53	\$ (1,780.55)	\$	9,715.28
2048	\$ 7,422.29	\$ 3,407.64	\$ 640.08	\$ (1,780.55)	\$	9,689.47
2049	\$ 7,922.67	\$ 2,925.20	\$ 652.89	\$ (1,780.55)	\$	9,720.20
2050	\$ 8,381.35	\$ 2,410.22	\$ 665.94	\$ (1,780.55)	\$	9,676.97
2051	\$ 8,965.13	\$ 1,865.43	\$ 679.26	\$ (1,780.55)	\$	9,729.27
2052	\$ 9,507.20	\$ 1,278.22	\$ 692.85	\$ (1,780.55)	\$	9,697.72
2053	\$ 10,007.58	\$ 655.50	\$ 706.71	\$ (1,780.55)	\$	9,589.23
Total	\$ 145,109.93	\$ 204,040.78	\$ 16,916.91	\$ (56,977.59)	\$	309,090.03

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-4 – PARCEL R590417 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590417 PRINCIPAL ASSESSMENT: \$1,583,017.44

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590417

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 103,051.48	\$ 4,172.74	\$ (3,802.81)	\$	103,421.42
2023	\$ 17,740.71	\$ 103,051.48	\$ 4,256.20	\$ (3,802.81)	\$	121,245.58
2024	\$ 19,105.38	\$ 101,898.33	\$ 4,341.32	\$ (3,802.81)	\$	121,542.23
2025	\$ 20,015.16	\$ 100,656.48	\$ 4,428.15	\$ (3,802.81)	\$	121,296.99
2026	\$ 21,379.83	\$ 99,355.50	\$ 4,516.71	\$ (3,802.81)	\$	121,449.24
2027	\$ 22,744.50	\$ 97,965.81	\$ 4,607.05	\$ (3,802.81)	\$	121,514.55
2028	\$ 24,109.17	\$ 96,487.41	\$ 4,699.19	\$ (3,802.81)	\$	121,492.97
2029	\$ 25,473.84	\$ 94,920.32	\$ 4,793.17	\$ (3,802.81)	\$	121,384.53
2030	\$ 27,293.40	\$ 93,264.52	\$ 4,889.03	\$ (3,802.81)	\$	121,644.15
2031	\$ 29,112.96	\$ 91,490.45	\$ 4,986.82	\$ (3,802.81)	\$	121,787.42
2032	\$ 30,932.52	\$ 89,598.10	\$ 5,086.55	\$ (3,802.81)	\$	121,814.37
2033	\$ 32,752.08	\$ 87,587.49	\$ 5,188.28	\$ (3,802.81)	\$	121,725.05
2034	\$ 34,571.65	\$ 85,458.61	\$ 5,292.05	\$ (3,802.81)	\$	121,519.49
2035	\$ 36,846.10	\$ 83,211.45	\$ 5,397.89	\$ (3,802.81)	\$	121,652.63
2036	\$ 39,120.55	\$ 80,816.45	\$ 5,505.85	\$ (3,802.81)	\$	121,640.04
2037	\$ 41,849.89	\$ 78,273.62	\$ 5,615.96	\$ (3,802.81)	\$	121,936.66
2038	\$ 44,124.34	\$ 75,553.37	\$ 5,728.28	\$ (3,802.81)	\$	121,603.19
2039	\$ 46,853.68	\$ 72,685.29	\$ 5,842.85	\$ (3,802.81)	\$	121,579.01
2040	\$ 50,037.91	\$ 69,639.80	\$ 5,959.71	\$ (3,802.81)	\$	121,834.61
2041	\$ 53,222.14	\$ 66,387.34	\$ 6,078.90	\$ (3,802.81)	\$	121,885.57
2042	\$ 56,406.37	\$ 62,927.90	\$ 6,200.48	\$ (3,802.81)	\$	121,731.94
2043	\$ 60,045.49	\$ 59,261.49	\$ 6,324.49	\$ (3,802.81)	\$	121,828.66
2044	\$ 63,684.61	\$ 55,358.53	\$ 6,450.98	\$ (3,802.81)	\$	121,691.31
2045	\$ 67,778.62	\$ 51,219.03	\$ 6,580.00	\$ (3,802.81)	\$	121,774.84
2046	\$ 71,872.63	\$ 46,813.42	\$ 6,711.60	\$ (3,802.81)	\$	121,594.84
2047	\$ 76,421.53	\$ 42,141.70	\$ 6,845.83	\$ (3,802.81)	\$	121,606.25
2048	\$ 80,970.43	\$ 37,174.30	\$ 6,982.75	\$ (3,802.81)	\$	121,324.67
2049	\$ 86,429.11	\$ 31,911.22	\$ 7,122.40	\$ (3,802.81)	\$	121,659.93
2050	\$ 91,432.90	\$ 26,293.33	\$ 7,264.85	\$ (3,802.81)	\$	121,188.27
2051	\$ 97,801.36	\$ 20,350.19	\$ 7,410.15	\$ (3,802.81)	\$	121,758.89
2052	\$ 103,714.94	\$ 13,944.20	\$ 7,558.35	\$ (3,802.81)	\$	121,414.68
2053	\$ 109,173.62	\$ 7,150.87	\$ 7,709.51	\$ (3,802.81)	\$	120,231.20
Total	\$ 1,583,017.44	\$ 2,225,899.47	\$ 184,548.07	\$ (121,689.78)	\$	3,871,775.19

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-5 – PARCEL R590427 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590427 PRINCIPAL ASSESSMENT: \$870,659.59

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590427

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 56,678.31	\$ 2,295.01	\$ (1,136.75)	\$	57,836.57
2023	\$ 9,757.39	\$ 56,678.31	\$ 2,340.91	\$ (1,136.75)	\$	67,639.86
2024	\$ 10,507.96	\$ 56,044.08	\$ 2,387.73	\$ (1,136.75)	\$	67,803.02
2025	\$ 11,008.34	\$ 55,361.07	\$ 2,435.48	\$ (1,136.75)	\$	67,668.13
2026	\$ 11,758.91	\$ 54,645.52	\$ 2,484.19	\$ (1,136.75)	\$	67,751.87
2027	\$ 12,509.48	\$ 53,881.19	\$ 2,533.88	\$ (1,136.75)	\$	67,787.79
2028	\$ 13,260.05	\$ 53,068.08	\$ 2,584.55	\$ (1,136.75)	\$	67,775.92
2029	\$ 14,010.61	\$ 52,206.18	\$ 2,636.24	\$ (1,136.75)	\$	67,716.28
2030	\$ 15,011.37	\$ 51,295.49	\$ 2,688.97	\$ (1,136.75)	\$	67,859.07
2031	\$ 16,012.13	\$ 50,319.75	\$ 2,742.75	\$ (1,136.75)	\$	67,937.87
2032	\$ 17,012.89	\$ 49,278.96	\$ 2,797.60	\$ (1,136.75)	\$	67,952.70
2033	\$ 18,013.65	\$ 48,173.12	\$ 2,853.56	\$ (1,136.75)	\$	67,903.57
2034	\$ 19,014.40	\$ 47,002.23	\$ 2,910.63	\$ (1,136.75)	\$	67,790.51
2035	\$ 20,265.35	\$ 45,766.30	\$ 2,968.84	\$ (1,136.75)	\$	67,863.73
2036	\$ 21,516.30	\$ 44,449.05	\$ 3,028.22	\$ (1,136.75)	\$	67,856.81
2037	\$ 23,017.44	\$ 43,050.49	\$ 3,088.78	\$ (1,136.75)	\$	68,019.95
2038	\$ 24,268.39	\$ 41,554.36	\$ 3,150.56	\$ (1,136.75)	\$	67,836.54
2039	\$ 25,769.52	\$ 39,976.91	\$ 3,213.57	\$ (1,136.75)	\$	67,823.25
2040	\$ 27,520.85	\$ 38,301.89	\$ 3,277.84	\$ (1,136.75)	\$	67,963.82
2041	\$ 29,272.18	\$ 36,513.04	\$ 3,343.39	\$ (1,136.75)	\$	67,991.85
2042	\$ 31,023.50	\$ 34,610.34	\$ 3,410.26	\$ (1,136.75)	\$	67,907.36
2043	\$ 33,025.02	\$ 32,593.82	\$ 3,478.47	\$ (1,136.75)	\$	67,960.55
2044	\$ 35,026.54	\$ 30,447.19	\$ 3,548.04	\$ (1,136.75)	\$	67,885.01
2045	\$ 37,278.24	\$ 28,170.47	\$ 3,619.00	\$ (1,136.75)	\$	67,930.95
2046	\$ 39,529.95	\$ 25,747.38	\$ 3,691.38	\$ (1,136.75)	\$	67,831.95
2047	\$ 42,031.84	\$ 23,177.93	\$ 3,765.21	\$ (1,136.75)	\$	67,838.23
2048	\$ 44,533.74	\$ 20,445.86	\$ 3,840.51	\$ (1,136.75)	\$	67,683.36
2049	\$ 47,536.01	\$ 17,551.17	\$ 3,917.32	\$ (1,136.75)	\$	67,867.75
2050	\$ 50,288.10	\$ 14,461.33	\$ 3,995.67	\$ (1,136.75)	\$	67,608.34
2051	\$ 53,790.75	\$ 11,192.60	\$ 4,075.58	\$ (1,136.75)	\$	67,922.18
2052	\$ 57,043.21	\$ 7,669.31	\$ 4,157.09	\$ (1,136.75)	\$	67,732.86
2053	\$ 60,045.49	\$ 3,932.98	\$ 4,240.23	\$ (1,136.75)	\$	67,081.95
Total	\$ 870,659.59	\$ 1,224,244.71	\$ 101,501.44	\$ (36,376.14)	\$	2,160,029.60

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-6 – PARCEL R590428 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590428 PRINCIPAL ASSESSMENT: \$158,301.74

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590428

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 10,305.15	\$ 417.27	\$ (2,781.13)	\$	7,941.29
2023	\$ 1,774.07	\$ 10,305.15	\$ 425.62	\$ (2,781.13)	\$	9,723.71
2024	\$ 1,910.54	\$ 10,189.83	\$ 434.13	\$ (2,781.13)	\$	9,753.37
2025	\$ 2,001.52	\$ 10,065.65	\$ 442.81	\$ (2,781.13)	\$	9,728.85
2026	\$ 2,137.98	\$ 9,935.55	\$ 451.67	\$ (2,781.13)	\$	9,744.07
2027	\$ 2,274.45	\$ 9,796.58	\$ 460.70	\$ (2,781.13)	\$	9,750.61
2028	\$ 2,410.92	\$ 9,648.74	\$ 469.92	\$ (2,781.13)	\$	9,748.45
2029	\$ 2,547.38	\$ 9,492.03	\$ 479.32	\$ (2,781.13)	\$	9,737.60
2030	\$ 2,729.34	\$ 9,326.45	\$ 488.90	\$ (2,781.13)	\$	9,763.57
2031	\$ 2,911.30	\$ 9,149.04	\$ 498.68	\$ (2,781.13)	\$	9,777.89
2032	\$ 3,093.25	\$ 8,959.81	\$ 508.66	\$ (2,781.13)	\$	9,780.59
2033	\$ 3,275.21	\$ 8,758.75	\$ 518.83	\$ (2,781.13)	\$	9,771.66
2034	\$ 3,457.16	\$ 8,545.86	\$ 529.20	\$ (2,781.13)	\$	9,751.10
2035	\$ 3,684.61	\$ 8,321.14	\$ 539.79	\$ (2,781.13)	\$	9,764.41
2036	\$ 3,912.05	\$ 8,081.65	\$ 550.58	\$ (2,781.13)	\$	9,763.15
2037	\$ 4,184.99	\$ 7,827.36	\$ 561.60	\$ (2,781.13)	\$	9,792.82
2038	\$ 4,412.43	\$ 7,555.34	\$ 572.83	\$ (2,781.13)	\$	9,759.47
2039	\$ 4,685.37	\$ 7,268.53	\$ 584.28	\$ (2,781.13)	\$	9,757.05
2040	\$ 5,003.79	\$ 6,963.98	\$ 595.97	\$ (2,781.13)	\$	9,782.61
2041	\$ 5,322.21	\$ 6,638.73	\$ 607.89	\$ (2,781.13)	\$	9,787.71
2042	\$ 5,640.64	\$ 6,292.79	\$ 620.05	\$ (2,781.13)	\$	9,772.35
2043	\$ 6,004.55	\$ 5,926.15	\$ 632.45	\$ (2,781.13)	\$	9,782.02
2044	\$ 6,368.46	\$ 5,535.85	\$ 645.10	\$ (2,781.13)	\$	9,768.28
2045	\$ 6,777.86	\$ 5,121.90	\$ 658.00	\$ (2,781.13)	\$	9,776.64
2046	\$ 7,187.26	\$ 4,681.34	\$ 671.16	\$ (2,781.13)	\$	9,758.64
2047	\$ 7,642.15	\$ 4,214.17	\$ 684.58	\$ (2,781.13)	\$	9,759.78
2048	\$ 8,097.04	\$ 3,717.43	\$ 698.27	\$ (2,781.13)	\$	9,731.62
2049	\$ 8,642.91	\$ 3,191.12	\$ 712.24	\$ (2,781.13)	\$	9,765.14
2050	\$ 9,143.29	\$ 2,629.33	\$ 726.48	\$ (2,781.13)	\$	9,717.98
2051	\$ 9,780.14	\$ 2,035.02	\$ 741.01	\$ (2,781.13)	\$	9,775.04
2052	\$ 10,371.49	\$ 1,394.42	\$ 755.83	\$ (2,781.13)	\$	9,740.62
2053	\$ 10,917.36	\$ 715.09	\$ 770.95	\$ (2,781.13)	\$	9,622.27
Total	\$ 158,301.74	\$ 222,589.95	\$ 18,454.81	\$ (88,996.15)	\$	310,350.35

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-7 – PARCEL R590423 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R590423 PRINCIPAL ASSESSMENT: \$5,593,328.28

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R590423

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 364,115.22	\$ 14,743.70	\$ (3,524.23)	\$	375,334.69
2023	\$ 62,683.85	\$ 364,115.22	\$ 15,038.57	\$ (3,524.23)	\$	438,313.42
2024	\$ 67,505.69	\$ 360,040.77	\$ 15,339.34	\$ (3,524.23)	\$	439,361.57
2025	\$ 70,720.24	\$ 355,652.90	\$ 15,646.13	\$ (3,524.23)	\$	438,495.05
2026	\$ 75,542.08	\$ 351,056.09	\$ 15,959.05	\$ (3,524.23)	\$	439,032.99
2027	\$ 80,363.91	\$ 346,145.85	\$ 16,278.23	\$ (3,524.23)	\$	439,263.77
2028	\$ 85,185.75	\$ 340,922.20	\$ 16,603.80	\$ (3,524.23)	\$	439,187.52
2029	\$ 90,007.58	\$ 335,385.13	\$ 16,935.87	\$ (3,524.23)	\$	438,804.35
2030	\$ 96,436.69	\$ 329,534.63	\$ 17,274.59	\$ (3,524.23)	\$	439,721.69
2031	\$ 102,865.81	\$ 323,266.25	\$ 17,620.08	\$ (3,524.23)	\$	440,227.91
2032	\$ 109,294.92	\$ 316,579.97	\$ 17,972.48	\$ (3,524.23)	\$	440,323.15
2033	\$ 115,724.03	\$ 309,475.80	\$ 18,331.93	\$ (3,524.23)	\$	440,007.54
2034	\$ 122,153.15	\$ 301,953.74	\$ 18,698.57	\$ (3,524.23)	\$	439,281.23
2035	\$ 130,189.54	\$ 294,013.78	\$ 19,072.54	\$ (3,524.23)	\$	439,751.64
2036	\$ 138,225.93	\$ 285,551.46	\$ 19,453.99	\$ (3,524.23)	\$	439,707.16
2037	\$ 147,869.60	\$ 276,566.78	\$ 19,843.07	\$ (3,524.23)	\$	440,755.22
2038	\$ 155,905.99	\$ 266,955.25	\$ 20,239.93	\$ (3,524.23)	\$	439,576.95
2039	\$ 165,549.66	\$ 256,821.36	\$ 20,644.73	\$ (3,524.23)	\$	439,491.53
2040	\$ 176,800.61	\$ 246,060.64	\$ 21,057.63	\$ (3,524.23)	\$	440,394.65
2041	\$ 188,051.55	\$ 234,568.60	\$ 21,478.78	\$ (3,524.23)	\$	440,574.71
2042	\$ 199,302.50	\$ 222,345.25	\$ 21,908.36	\$ (3,524.23)	\$	440,031.88
2043	\$ 212,160.73	\$ 209,390.58	\$ 22,346.52	\$ (3,524.23)	\$	440,373.61
2044	\$ 225,018.95	\$ 195,600.14	\$ 22,793.45	\$ (3,524.23)	\$	439,888.32
2045	\$ 239,484.46	\$ 180,973.90	\$ 23,249.32	\$ (3,524.23)	\$	440,183.46
2046	\$ 253,949.96	\$ 165,407.41	\$ 23,714.31	\$ (3,524.23)	\$	439,547.46
2047	\$ 270,022.74	\$ 148,900.67	\$ 24,188.59	\$ (3,524.23)	\$	439,587.78
2048	\$ 286,095.53	\$ 131,349.19	\$ 24,672.37	\$ (3,524.23)	\$	438,592.86
2049	\$ 305,382.87	\$ 112,752.98	\$ 25,165.81	\$ (3,524.23)	\$	439,777.43
2050	\$ 323,062.93	\$ 92,903.09	\$ 25,669.13	\$ (3,524.23)	\$	438,110.92
2051	\$ 345,564.82	\$ 71,904.00	\$ 26,182.51	\$ (3,524.23)	\$	440,127.11
2052	\$ 366,459.44	\$ 49,269.51	\$ 26,706.16	\$ (3,524.23)	\$	438,910.88
2053	\$ 385,746.78	\$ 25,266.41	\$ 27,240.29	\$ (3,524.23)	\$	434,729.25
Total	\$ 5,593,328.28	\$ 7,864,844.79	\$ 652,069.84	\$ (112,775.20)	\$	13,997,467.70

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-8 – PARCEL R571099 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R571099 PRINCIPAL ASSESSMENT: \$2,928,582.26

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R571099

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 190,645.24	\$ 7,719.58	\$ (1,984.57)	\$	196,380.24
2023	\$ 32,820.32	\$ 190,645.24	\$ 7,873.97	\$ (1,984.57)	\$	229,354.95
2024	\$ 35,344.96	\$ 188,511.91	\$ 8,031.45	\$ (1,984.57)	\$	229,903.75
2025	\$ 37,028.05	\$ 186,214.49	\$ 8,192.08	\$ (1,984.57)	\$	229,450.05
2026	\$ 39,552.69	\$ 183,807.67	\$ 8,355.92	\$ (1,984.57)	\$	229,731.71
2027	\$ 42,077.33	\$ 181,236.74	\$ 8,523.04	\$ (1,984.57)	\$	229,852.54
2028	\$ 44,601.97	\$ 178,501.72	\$ 8,693.50	\$ (1,984.57)	\$	229,812.61
2029	\$ 47,126.61	\$ 175,602.59	\$ 8,867.37	\$ (1,984.57)	\$	229,612.00
2030	\$ 50,492.80	\$ 172,539.36	\$ 9,044.71	\$ (1,984.57)	\$	230,092.30
2031	\$ 53,858.98	\$ 169,257.33	\$ 9,225.61	\$ (1,984.57)	\$	230,357.35
2032	\$ 57,225.17	\$ 165,756.49	\$ 9,410.12	\$ (1,984.57)	\$	230,407.21
2033	\$ 60,591.36	\$ 162,036.86	\$ 9,598.32	\$ (1,984.57)	\$	230,241.97
2034	\$ 63,957.54	\$ 158,098.42	\$ 9,790.29	\$ (1,984.57)	\$	229,861.68
2035	\$ 68,165.28	\$ 153,941.18	\$ 9,986.09	\$ (1,984.57)	\$	230,107.98
2036	\$ 72,373.01	\$ 149,510.44	\$ 10,185.82	\$ (1,984.57)	\$	230,084.69
2037	\$ 77,422.29	\$ 144,806.19	\$ 10,389.53	\$ (1,984.57)	\$	230,633.44
2038	\$ 81,630.02	\$ 139,773.74	\$ 10,597.32	\$ (1,984.57)	\$	230,016.52
2039	\$ 86,679.30	\$ 134,467.79	\$ 10,809.27	\$ (1,984.57)	\$	229,971.79
2040	\$ 92,570.13	\$ 128,833.64	\$ 11,025.46	\$ (1,984.57)	\$	230,444.65
2041	\$ 98,460.96	\$ 122,816.58	\$ 11,245.96	\$ (1,984.57)	\$	230,538.93
2042	\$ 104,351.78	\$ 116,416.61	\$ 11,470.88	\$ (1,984.57)	\$	230,254.71
2043	\$ 111,084.15	\$ 109,633.75	\$ 11,700.30	\$ (1,984.57)	\$	230,433.63
2044	\$ 117,816.53	\$ 102,413.28	\$ 11,934.31	\$ (1,984.57)	\$	230,179.54
2045	\$ 125,390.45	\$ 94,755.20	\$ 12,172.99	\$ (1,984.57)	\$	230,334.07
2046	\$ 132,964.37	\$ 86,604.83	\$ 12,416.45	\$ (1,984.57)	\$	230,001.08
2047	\$ 141,379.83	\$ 77,962.14	\$ 12,664.78	\$ (1,984.57)	\$	230,022.19
2048	\$ 149,795.30	\$ 68,772.45	\$ 12,918.08	\$ (1,984.57)	\$	229,501.26
2049	\$ 159,893.86	\$ 59,035.76	\$ 13,176.44	\$ (1,984.57)	\$	230,121.49
2050	\$ 169,150.87	\$ 48,642.66	\$ 13,439.97	\$ (1,984.57)	\$	229,248.93
2051	\$ 180,932.52	\$ 37,647.85	\$ 13,708.77	\$ (1,984.57)	\$	230,304.57
2052	\$ 191,872.63	\$ 25,796.77	\$ 13,982.94	\$ (1,984.57)	\$	229,667.77
2053	\$ 201,971.19	\$ 13,229.11	\$ 14,262.60	\$ (1,984.57)	\$	227,478.33
Total	\$ 2,928,582.26	\$ 4,117,914.02	\$ 341,413.92	\$ (63,506.28)	\$	7,324,403.92

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-9 – PARCEL R571095 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R571095 PRINCIPAL ASSESSMENT: \$844,275.97

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R571095

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 54,960.79	\$ 2,225.46	\$ (1,267.92)	\$	55,918.33
2023	\$ 9,461.71	\$ 54,960.79	\$ 2,269.97	\$ (1,267.92)	\$	65,424.56
2024	\$ 10,189.54	\$ 54,345.78	\$ 2,315.37	\$ (1,267.92)	\$	65,582.77
2025	\$ 10,674.75	\$ 53,683.46	\$ 2,361.68	\$ (1,267.92)	\$	65,451.97
2026	\$ 11,402.58	\$ 52,989.60	\$ 2,408.91	\$ (1,267.92)	\$	65,533.17
2027	\$ 12,130.40	\$ 52,248.43	\$ 2,457.09	\$ (1,267.92)	\$	65,568.01
2028	\$ 12,858.23	\$ 51,459.95	\$ 2,506.23	\$ (1,267.92)	\$	65,556.50
2029	\$ 13,586.05	\$ 50,624.17	\$ 2,556.36	\$ (1,267.92)	\$	65,498.66
2030	\$ 14,556.48	\$ 49,741.08	\$ 2,607.49	\$ (1,267.92)	\$	65,637.13
2031	\$ 15,526.91	\$ 48,794.91	\$ 2,659.63	\$ (1,267.92)	\$	65,713.54
2032	\$ 16,497.35	\$ 47,785.66	\$ 2,712.83	\$ (1,267.92)	\$	65,727.91
2033	\$ 17,467.78	\$ 46,713.33	\$ 2,767.08	\$ (1,267.92)	\$	65,680.27
2034	\$ 18,438.21	\$ 45,577.92	\$ 2,822.43	\$ (1,267.92)	\$	65,570.64
2035	\$ 19,651.25	\$ 44,379.44	\$ 2,878.87	\$ (1,267.92)	\$	65,641.65
2036	\$ 20,864.29	\$ 43,102.11	\$ 2,936.45	\$ (1,267.92)	\$	65,634.93
2037	\$ 22,319.94	\$ 41,745.93	\$ 2,995.18	\$ (1,267.92)	\$	65,793.13
2038	\$ 23,532.98	\$ 40,295.13	\$ 3,055.08	\$ (1,267.92)	\$	65,615.28
2039	\$ 24,988.63	\$ 38,765.49	\$ 3,116.19	\$ (1,267.92)	\$	65,602.38
2040	\$ 26,686.88	\$ 37,141.23	\$ 3,178.51	\$ (1,267.92)	\$	65,738.70
2041	\$ 28,385.14	\$ 35,406.58	\$ 3,242.08	\$ (1,267.92)	\$	65,765.88
2042	\$ 30,083.40	\$ 33,561.55	\$ 3,306.92	\$ (1,267.92)	\$	65,683.95
2043	\$ 32,024.26	\$ 31,606.13	\$ 3,373.06	\$ (1,267.92)	\$	65,735.53
2044	\$ 33,965.13	\$ 29,524.55	\$ 3,440.52	\$ (1,267.92)	\$	65,662.28
2045	\$ 36,148.60	\$ 27,316.82	\$ 3,509.33	\$ (1,267.92)	\$	65,706.83
2046	\$ 38,332.07	\$ 24,967.16	\$ 3,579.52	\$ (1,267.92)	\$	65,610.83
2047	\$ 40,758.15	\$ 22,475.57	\$ 3,651.11	\$ (1,267.92)	\$	65,616.91
2048	\$ 43,184.23	\$ 19,826.29	\$ 3,724.13	\$ (1,267.92)	\$	65,466.74
2049	\$ 46,095.53	\$ 17,019.32	\$ 3,798.61	\$ (1,267.92)	\$	65,645.54
2050	\$ 48,764.22	\$ 14,023.11	\$ 3,874.59	\$ (1,267.92)	\$	65,393.99
2051	\$ 52,160.73	\$ 10,853.43	\$ 3,952.08	\$ (1,267.92)	\$	65,698.32
2052	\$ 55,314.63	\$ 7,436.91	\$ 4,031.12	\$ (1,267.92)	\$	65,514.74
2053	\$ 58,225.93	\$ 3,813.80	\$ 4,111.74	\$ (1,267.92)	\$	64,883.55
Total	\$ 844,275.97	\$ 1,187,146.38	\$ 98,425.64	\$ (40,573.39)	\$	2,089,274.59

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-10 – CHURCH PARCEL (R021442 + R577611) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

CHURCH PARCEL (R021442 + R577611) PRINCIPAL ASSESSMENT: \$3,271,569.37

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - CHURCH PARCEL (R021442 + R577611)

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 212,973.06	\$ 8,623.67	\$ -	\$	221,596.73
2023	\$ 36,664.14	\$ 212,973.06	\$ 8,796.14	\$ -	\$	258,433.34
2024	\$ 39,484.46	\$ 210,589.89	\$ 8,972.07	\$ -	\$	259,046.41
2025	\$ 41,364.67	\$ 208,023.40	\$ 9,151.51	\$ -	\$	258,539.58
2026	\$ 44,184.99	\$ 205,334.69	\$ 9,334.54	\$ -	\$	258,854.22
2027	\$ 47,005.31	\$ 202,462.67	\$ 9,521.23	\$ -	\$	258,989.20
2028	\$ 49,825.63	\$ 199,407.32	\$ 9,711.65	\$ -	\$	258,944.60
2029	\$ 52,645.94	\$ 196,168.66	\$ 9,905.89	\$ -	\$	258,720.49
2030	\$ 56,406.37	\$ 192,746.67	\$ 10,104.00	\$ -	\$	259,257.04
2031	\$ 60,166.79	\$ 189,080.26	\$ 10,306.08	\$ -	\$	259,553.14
2032	\$ 63,927.22	\$ 185,169.42	\$ 10,512.21	\$ -	\$	259,608.84
2033	\$ 67,687.64	\$ 181,014.15	\$ 10,722.45	\$ -	\$	259,424.24
2034	\$ 71,448.07	\$ 176,614.45	\$ 10,936.90	\$ -	\$	258,999.42
2035	\$ 76,148.60	\$ 171,970.33	\$ 11,155.64	\$ -	\$	259,274.56
2036	\$ 80,849.13	\$ 167,020.67	\$ 11,378.75	\$ -	\$	259,248.55
2037	\$ 86,489.76	\$ 161,765.47	\$ 11,606.33	\$ -	\$	259,861.56
2038	\$ 91,190.30	\$ 156,143.64	\$ 11,838.45	\$ -	\$	259,172.39
2039	\$ 96,830.93	\$ 150,216.27	\$ 12,075.22	\$ -	\$	259,122.42
2040	\$ 103,411.68	\$ 143,922.26	\$ 12,316.73	\$ -	\$	259,650.66
2041	\$ 109,992.42	\$ 137,200.50	\$ 12,563.06	\$ -	\$	259,755.98
2042	\$ 116,573.16	\$ 130,050.99	\$ 12,814.32	\$ -	\$	259,438.48
2043	\$ 124,094.01	\$ 122,473.74	\$ 13,070.61	\$ -	\$	259,638.36
2044	\$ 131,614.86	\$ 114,407.63	\$ 13,332.02	\$ -	\$	259,354.51
2045	\$ 140,075.82	\$ 105,852.66	\$ 13,598.66	\$ -	\$	259,527.14
2046	\$ 148,536.77	\$ 96,747.73	\$ 13,870.63	\$ -	\$	259,155.14
2047	\$ 157,937.83	\$ 87,092.84	\$ 14,148.05	\$ -	\$	259,178.72
2048	\$ 167,338.89	\$ 76,826.88	\$ 14,431.01	\$ -	\$	258,596.78
2049	\$ 178,620.17	\$ 65,949.86	\$ 14,719.63	\$ -	\$	259,289.65
2050	\$ 188,961.33	\$ 54,339.55	\$ 15,014.02	\$ -	\$	258,314.90
2051	\$ 202,122.82	\$ 42,057.06	\$ 15,314.30	\$ -	\$	259,494.18
2052	\$ 214,344.20	\$ 28,818.01	\$ 15,620.59	\$ -	\$	258,782.80
2053	\$ 225,625.47	\$ 14,778.47	\$ 15,933.00	\$ -	\$	256,336.94
Total	\$ 3,271,569.37	\$ 4,600,192.24	\$ 381,399.34	\$ -	\$	8,253,160.95

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

EXHIBIT C-11 – PARCEL R584030 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R584030 PRINCIPAL ASSESSMENT: \$1,028,961.33

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL R584030

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2022	\$ -	\$ 66,983.46	\$ 2,712.28	\$ (4,338.11)	\$	65,357.64
2023	\$ 11,531.46	\$ 66,983.46	\$ 2,766.53	\$ (4,338.11)	\$	76,943.35
2024	\$ 12,418.50	\$ 66,233.92	\$ 2,821.86	\$ (4,338.11)	\$	77,136.17
2025	\$ 13,009.86	\$ 65,426.71	\$ 2,878.30	\$ (4,338.11)	\$	76,976.76
2026	\$ 13,896.89	\$ 64,581.07	\$ 2,935.86	\$ (4,338.11)	\$	77,075.72
2027	\$ 14,783.93	\$ 63,677.77	\$ 2,994.58	\$ (4,338.11)	\$	77,118.17
2028	\$ 15,670.96	\$ 62,716.82	\$ 3,054.47	\$ (4,338.11)	\$	77,104.15
2029	\$ 16,558.00	\$ 61,698.21	\$ 3,115.56	\$ (4,338.11)	\$	77,033.66
2030	\$ 17,740.71	\$ 60,621.94	\$ 3,177.87	\$ (4,338.11)	\$	77,202.41
2031	\$ 18,923.43	\$ 59,468.79	\$ 3,241.43	\$ (4,338.11)	\$	77,295.54
2032	\$ 20,106.14	\$ 58,238.77	\$ 3,306.26	\$ (4,338.11)	\$	77,313.06
2033	\$ 21,288.86	\$ 56,931.87	\$ 3,372.38	\$ (4,338.11)	\$	77,255.00
2034	\$ 22,471.57	\$ 55,548.09	\$ 3,439.83	\$ (4,338.11)	\$	77,121.39
2035	\$ 23,949.96	\$ 54,087.44	\$ 3,508.63	\$ (4,338.11)	\$	77,207.92
2036	\$ 25,428.35	\$ 52,530.69	\$ 3,578.80	\$ (4,338.11)	\$	77,199.74
2037	\$ 27,202.43	\$ 50,877.85	\$ 3,650.38	\$ (4,338.11)	\$	77,392.54
2038	\$ 28,680.82	\$ 49,109.69	\$ 3,723.38	\$ (4,338.11)	\$	77,175.79
2039	\$ 30,454.89	\$ 47,245.44	\$ 3,797.85	\$ (4,338.11)	\$	77,160.07
2040	\$ 32,524.64	\$ 45,265.87	\$ 3,873.81	\$ (4,338.11)	\$	77,326.21
2041	\$ 34,594.39	\$ 43,151.77	\$ 3,951.28	\$ (4,338.11)	\$	77,359.34
2042	\$ 36,664.14	\$ 40,903.13	\$ 4,030.31	\$ (4,338.11)	\$	77,259.48
2043	\$ 39,029.57	\$ 38,519.97	\$ 4,110.92	\$ (4,338.11)	\$	77,322.34
2044	\$ 41,395.00	\$ 35,983.04	\$ 4,193.14	\$ (4,338.11)	\$	77,233.07
2045	\$ 44,056.10	\$ 33,292.37	\$ 4,277.00	\$ (4,338.11)	\$	77,287.36
2046	\$ 46,717.21	\$ 30,428.72	\$ 4,362.54	\$ (4,338.11)	\$	77,170.36
2047	\$ 49,674.00	\$ 27,392.10	\$ 4,449.79	\$ (4,338.11)	\$	77,177.78
2048	\$ 52,630.78	\$ 24,163.29	\$ 4,538.78	\$ (4,338.11)	\$	76,994.75
2049	\$ 56,178.92	\$ 20,742.29	\$ 4,629.56	\$ (4,338.11)	\$	77,212.67
2050	\$ 59,431.39	\$ 17,090.66	\$ 4,722.15	\$ (4,338.11)	\$	76,906.09
2051	\$ 63,570.89	\$ 13,227.62	\$ 4,816.59	\$ (4,338.11)	\$	77,277.00
2052	\$ 67,414.71	\$ 9,063.73	\$ 4,912.93	\$ (4,338.11)	\$	77,053.26
2053	\$ 70,962.85	\$ 4,648.07	\$ 5,011.18	\$ (4,338.11)	\$	76,283.99
Total	\$ 1,028,961.33	\$ 1,446,834.66	\$ 119,956.24	\$ (138,819.47)	\$	2,456,932.77

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-12 – PARCEL R584029 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PARCEL R584029 PRINCIPAL ASSESSMENT: \$105,534.50

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Co-Op Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - PARCEL

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2022	\$ -	\$ 6,870.10	\$ 278.18	\$ (733.11)	\$	6,415.17
2023	\$ 1,182.71	\$ 6,870.10	\$ 283.75	\$ (733.11)	\$	7,603.45
2024	\$ 1,273.69	\$ 6,793.22	\$ 289.42	\$ (733.11)	\$	7,623.22
2025	\$ 1,334.34	\$ 6,710.43	\$ 295.21	\$ (733.11)	\$	7,606.87
2026	\$ 1,425.32	\$ 6,623.70	\$ 301.11	\$ (733.11)	\$	7,617.02
2027	\$ 1,516.30	\$ 6,531.05	\$ 307.14	\$ (733.11)	\$	7,621.38
2028	\$ 1,607.28	\$ 6,432.49	\$ 313.28	\$ (733.11)	\$	7,619.94
2029	\$ 1,698.26	\$ 6,328.02	\$ 319.54	\$ (733.11)	\$	7,612.71
2030	\$ 1,819.56	\$ 6,217.63	\$ 325.94	\$ (733.11)	\$	7,630.02
2031	\$ 1,940.86	\$ 6,099.36	\$ 332.45	\$ (733.11)	\$	7,639.57
2032	\$ 2,062.17	\$ 5,973.21	\$ 339.10	\$ (733.11)	\$	7,641.36
2033	\$ 2,183.47	\$ 5,839.17	\$ 345.89	\$ (733.11)	\$	7,635.41
2034	\$ 2,304.78	\$ 5,697.24	\$ 352.80	\$ (733.11)	\$	7,621.71
2035	\$ 2,456.41	\$ 5,547.43	\$ 359.86	\$ (733.11)	\$	7,630.58
2036	\$ 2,608.04	\$ 5,387.76	\$ 367.06	\$ (733.11)	\$	7,629.74
2037	\$ 2,789.99	\$ 5,218.24	\$ 374.40	\$ (733.11)	\$	7,649.52
2038	\$ 2,941.62	\$ 5,036.89	\$ 381.89	\$ (733.11)	\$	7,627.29
2039	\$ 3,123.58	\$ 4,845.69	\$ 389.52	\$ (733.11)	\$	7,625.67
2040	\$ 3,335.86	\$ 4,642.65	\$ 397.31	\$ (733.11)	\$	7,642.71
2041	\$ 3,548.14	\$ 4,425.82	\$ 405.26	\$ (733.11)	\$	7,646.11
2042	\$ 3,760.42	\$ 4,195.19	\$ 413.37	\$ (733.11)	\$	7,635.87
2043	\$ 4,003.03	\$ 3,950.77	\$ 421.63	\$ (733.11)	\$	7,642.32
2044	\$ 4,245.64	\$ 3,690.57	\$ 430.07	\$ (733.11)	\$	7,633.16
2045	\$ 4,518.57	\$ 3,414.60	\$ 438.67	\$ (733.11)	\$	7,638.73
2046	\$ 4,791.51	\$ 3,120.89	\$ 447.44	\$ (733.11)	\$	7,626.73
2047	\$ 5,094.77	\$ 2,809.45	\$ 456.39	\$ (733.11)	\$	7,627.49
2048	\$ 5,398.03	\$ 2,478.29	\$ 465.52	\$ (733.11)	\$	7,608.72
2049	\$ 5,761.94	\$ 2,127.41	\$ 474.83	\$ (733.11)	\$	7,631.07
2050	\$ 6,095.53	\$ 1,752.89	\$ 484.32	\$ (733.11)	\$	7,599.62
2051	\$ 6,520.09	\$ 1,356.68	\$ 494.01	\$ (733.11)	\$	7,637.67
2052	\$ 6,914.33	\$ 929.61	\$ 503.89	\$ (733.11)	\$	7,614.72
2053	\$ 7,278.24	\$ 476.72	\$ 513.97	\$ (733.11)	\$	7,535.82
Total	\$ 105,534.50	\$ 148,393.30	\$ 12,303.20	\$ (23,459.64)	\$	242,771.36

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT D – TIRZ CREDIT

Property ID	Acres	2018 Base Value [a]	2020 Taxable Value	City Tax Rate	City Contribution Rate	County Tax Rate	County Contribution Rate	City Tax Increment	County Tax Increment	EDC Sales Tax Increment	City Retainage @ 2.5% [b]	TIRZ Credit
R590418	0.813	\$ 9,232.17	\$ 291,188	0.6	60%	0.251529	50%	\$ 1,015.04	\$ 354.60	\$ -	\$ (34.24)	1,335
R590420	2.741	\$ 31,121.51	\$ 961,445	0.6	60%	0.251529	50%	\$ 3,349.16	\$ 1,170.02	\$ -	\$ (112.98)	4,406
R590424	1.257	\$ 14,277.50	\$ 390,222	0.6	60%	0.251529	50%	\$ 1,353.40	\$ 472.80	\$ -	\$ (45.66)	1,781
R590417	8.521	\$ 96,766.26	\$ 899,689	0.6	60%	0.251529	50%	\$ 2,890.52	\$ 1,009.79	\$ -	\$ (97.51)	3,803
R590427	0.803	\$ 9,115.21	\$ 249,129	0.6	60%	0.251529	50%	\$ 864.05	\$ 301.85	\$ -	\$ (29.15)	1,137
R590428	0.516	\$ 5,859.53	\$ 593,066	0.6	60%	0.251529	50%	\$ 2,113.94	\$ 738.50	\$ -	\$ (71.31)	2,781
R590423	4.430	\$ 50,305.67	\$ 794,409	0.6	60%	0.251529	50%	\$ 2,678.77	\$ 935.82	\$ -	\$ (90.36)	3,524
R571099	1.769	\$ 20,082.52	\$ 439,104	0.6	60%	0.251529	50%	\$ 1,508.48	\$ 526.98	\$ -	\$ (50.89)	1,985
R571095	0.971	\$ 11,025.23	\$ 278,733	0.6	60%	0.251529	50%	\$ 963.75	\$ 336.68	\$ -	\$ (32.51)	1,268
R021442 [a]	0.450	\$ -	\$ -	0.6	60%	0.251529	50%	\$ -	\$ -	\$ -	\$ -	-
R577611 [a]	1.490	\$ -	\$ -	0.6	60%	0.251529	50%	\$ -	\$ -	\$ -	\$ -	-
R584030	3.866	\$ 43,898.73	\$ 959,845	0.6	60%	0.251529	50%	\$ 3,297.41	\$ 1,151.94	\$ -	\$ (111.23)	4,338
R584029	0.653	\$ 7,418.67	\$ 162,208	0.6	60%	0.251529	50%	\$ 557.24	\$ 194.67	\$ -	\$ (18.80)	733
R460519 [c]	2.814	NA										
R571093 [d]	3.3676	NA										
R571094 [d]	0.5231	NA										
R577612 [d]	0.0252	NA										
R590419 [d]	0.3027	NA										
R590425 [d]	0.0835	NA										
R590426 [d]	0.1153	NA										
Total	35.511											27,091

[a] The only parcels in 2018 that were not exempt from property taxes and therefore have a base value were R021438, R460519, and R086650. R460519 is not in the PID boundary and is therefore is not eligible for a TIRZ credit. The \$299,103 base value was allocated pro rata based on acreage over the new non exempt parcel IDs that are eligible for a TIRZ Credit.

[b] The City will retain 2.5% of the TIRZ credit until such time as a site development permit for parking garage #1 is approved.

[c] This parcel is not in the PID and therefore is not eligible for a TIRZ Credit.

[d] This parcel is non benefitted property and is therefore not eligible for a TIRZ Credit.

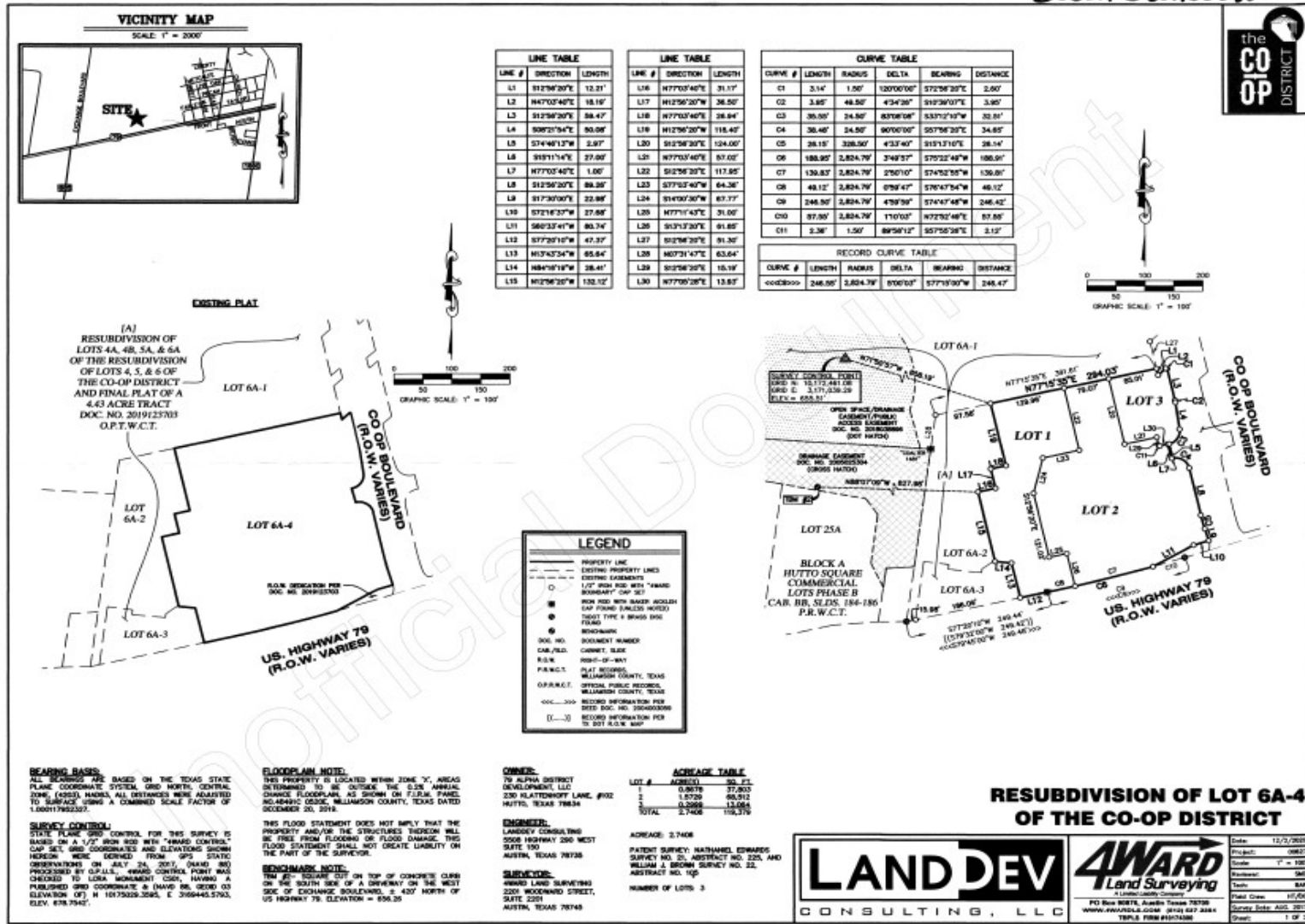
EXHIBIT E – CITY AND CORPORATION INTERLOCAL AGREEMENT DEBT SERVICE SCHEDULE

Installment Payment Date	Installment Payment Due
3/15/2019	\$ 21,750.00
9/15/2019	\$ 21,750.00
3/15/2020	\$ 21,750.00
9/15/2020	\$ 21,750.00
3/15/2021	\$ 324,307.64
9/15/2021	\$ 566,353.75
3/15/2022	\$ 566,353.75
9/15/2022	\$ 566,353.75
3/15/2023	\$ 566,353.75
9/15/2023	\$ 761,353.75
3/15/2024	\$ 560,016.25
9/15/2024	\$ 770,016.25
3/15/2025	\$ 553,191.25
9/15/2025	\$ 773,191.25
3/15/2026	\$ 546,041.25
9/15/2026	\$ 781,041.25
3/15/2027	\$ 538,403.75
9/15/2027	\$ 788,403.75
3/15/2028	\$ 530,278.75
9/15/2028	\$ 795,278.75
3/15/2029	\$ 521,666.25
9/15/2029	\$ 801,666.25
3/15/2030	\$ 512,566.25
9/15/2030	\$ 812,566.25
3/15/2031	\$ 502,816.25
9/15/2031	\$ 822,816.25
3/15/2032	\$ 492,416.25
9/15/2032	\$ 832,416.25
3/15/2033	\$ 481,366.25
9/15/2033	\$ 841,366.25
3/15/2034	\$ 469,666.25
9/15/2034	\$ 849,666.25
3/15/2035	\$ 457,316.25
9/15/2035	\$ 862,316.25
3/15/2036	\$ 444,153.75
9/15/2036	\$ 874,153.75
3/15/2037	\$ 430,178.75
9/15/2037	\$ 890,178.75
3/15/2038	\$ 415,228.75
9/15/2038	\$ 900,228.75
3/15/2039	\$ 399,466.25
9/15/2039	\$ 914,466.25
3/15/2040	\$ 382,728.75
9/15/2040	\$ 932,728.75
3/15/2041	\$ 364,853.75
9/15/2041	\$ 949,853.75
3/15/2042	\$ 345,841.25
9/15/2042	\$ 965,841.25
3/15/2043	\$ 325,691.25
9/15/2043	\$ 985,691.25
3/15/2044	\$ 304,241.25
9/15/2044	\$ 1,004,241.25
3/15/2045	\$ 281,491.25
9/15/2045	\$ 1,026,491.25
3/15/2046	\$ 257,278.75
9/15/2046	\$ 1,047,278.75
3/15/2047	\$ 231,603.75
9/15/2047	\$ 1,071,603.75
3/15/2048	\$ 204,303.75
9/15/2048	\$ 1,094,303.75
3/15/2049	\$ 175,378.75
9/15/2049	\$ 1,125,378.75
3/15/2050	\$ 144,503.75
9/15/2050	\$ 1,149,503.75
3/15/2051	\$ 111,841.25
9/15/2051	\$ 1,186,841.25
3/15/2052	\$ 76,635.00
9/15/2052	\$ 1,216,635.00
3/15/2053	\$ 39,300.00
9/15/2053	\$ 1,239,300.00
	\$ 42,844,006.39

EXHIBIT F - RE-SUBDIVISION OF LOTS 6A-4 OF THE CO-OP DISTRICT

2021006802 Page 2 of 3

Doc # 2021006802



STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:
I, WYATT HENDERSON, REPRESENTATIVE OF 79 ALPHA DISTRICT DEVELOPMENT, L.L.C. A TEXAS LIMITED LIABILITY COMPANY,
OWNERS OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS FOLLOWS:
BEING ALL OF LOT 6A-4 OF THE RESUBDIVISION OF LOTS 4A, 4B, 5A AND 5B OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT, RECORDED IN DOCUMENT NO. 2019122703 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.N.C.T.), SAID LOT 6A-4 CONVEYED TO 79 ALPHA DISTRICT DEVELOPMENT, L.L.C. IN DOCUMENT NO. 2020004855 (O.P.R.N.C.T.).

AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEEDATE TO THE CITY OF HUTTO THE TRACTS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RESUBDIVISION IS TO BE KNOWN AS

**RESUBDIVISION OF LOT 6A-4
OF THE CO-OP DISTRICT**

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14th DAY OF December, 2020

BY: Wyatt Henderson
WYATT HENDERSON, REPRESENTATIVE OF 79 ALPHA DISTRICT DEVELOPMENT, L.L.C.
230 KILPATRICK LANE #102
HUTTO, TEXAS 77854

STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 14th DAY OF December, 2020.
BY: WYATT HENDERSON, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 24th DAY OF December, 2020.

Rushu Xc
NOTARY PUBLIC, THE STATE OF TEXAS

Rushu Xc 01/18/2021
PRINTED NAME MY COMMISSION EXPIRES

THE STATE OF TEXAS
COUNTY OF WILLIAMSON |

BY SHOWING THIS PLAT, FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED HEREBY RELEASES THE RIGHTS-OF-WAY, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES DEDICATED TO THE CITY OR TO PUBLIC USE SET FORTH ON THIS PLAT, FROM ANY DEED OF TRUST, MORTGAGE, LIEN, OR OTHER TYPE OF LIEN OR NOTE ON THE PROPERTY OWNED BY THE LIEN HOLDER, INCLUDING BUT NOT LIMITED TO THE NOTE AND LIEN DESCRIBED IN THE INSTRUMENT ENTERED INTO OF TRUST AND SECURITY AGREEMENT DATED (RECEIVED BY 2014, FILED OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT DOCUMENT NO. 2019111644.

LENDER NAME: BROADWAY NATIONAL BANK

BY: Laurel L. Logue
NAME: Laurel L. Logue
TITLE: EVP

THE STATE OF TEXAS
COUNTY OF TRAVIS |

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS THE 14th DAY OF December, 2020, PERSONALLY APPEARED Laurel L. Logue, AS VP OF BROADWAY NATIONAL BANK, ON BEHALF OF SAID BROADWAY NATIONAL BANK, A FULLY AUTHORIZED AGENT WITH AUTHORITY TO SIGN SAID DOCUMENT, PERSONALLY KNOWN TO ME (AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 14th DAY OF December, 2020.

Miranda Jean Garcia
NOTARY PUBLIC-STATE OF TEXAS

PRINTED NAME: Miranda Jean Garcia

MY COMMISSION EXPIRES: July 13, 2021



STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

I, JUDY WILLIAMS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS, TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

3rd DAY OF December, 2020

Judy Williams
JUDY WILLIAMS, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 90358
STATE OF TEXAS
3508 HIGHWAY 280 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.6899



STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

I, STEVEN W. CHAPPEL, REGISTERED PUBLIC SURVEYOR NO. 5940, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACCURATE SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUNDS. THE FIELD WORK WAS COMPLETED ON AUGUST 18, 2017.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

2nd DAY OF December, 2020.

Steven W. Chappel
STEVEN W. CHAPPEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940
2205 ROCKHAWK STREET, SUITE 2201
AUSTIN, TEXAS 78764
512-537-3364



PLAT NOTES:

1. NO BUILDING, FENCE, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEE.
3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT OF WAY AT SITE DEVELOPMENT PERMITS.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATION FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATERS: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: CROOK
GAS (NATURAL OR PROPANE): ATOMS ENERGY/TEXAS COMMUNITY PROPANE
PHONE/CABLE: THE NANCY CABLE/CENTURY LINE
7. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER NO. 18467C, DATED DECEMBER 20, 2019.
8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
9. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
10. ALL OPEN SPACE, DRAINAGE EASEMENTS, PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
11. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
12. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLATS (THE CO-OP DISTRICT AND HUTTO SQUARE COMMERCIAL LOT) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
13. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

STREET NAMES APPROVED

Cindy Jackson 1/13/2021
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL, ON THE

18 DAY OF June, 2020

W. Williams 12/18/2020
CITY CLERK DATE

W. Williams 12/18/2020
CITY CLERK DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF December, 2020 A.D., AT 1:00 O'CLOCK, P.M., AND ONLY RECORDED THIS 14th DAY OF December, 2020 A.D., AT 1:00 O'CLOCK, P.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. 2021006802.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL, AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: Brenda McKenzie DEPUTY
Brenda McKenzie



**RESUBDIVISION OF LOT 6A-4
OF THE CO-OP DISTRICT**



Date	12/17/2020
Project	00027
Drawn	
Checked	SKB
Field	SKB
Field Date	11/19/20
Survey Date	AUG 2017
Sheet	3 OF 3

EXHIBIT G – FORM OF ASSESSMENT TERMINATION NOTICE



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

[DATE]

Williamson County Clerk's Office
Honorable Nancy E. Rister
405 Martin Luther King St
Georgetown, TX 78626

Re: City of Hutto Lien Release documents for filing

Dear Ms. Rister,

Enclosed is a lien release that the City of Hutto is requesting to be filed in your office. Lien release for [LEGAL DESCRIPTION], created by Document/Instrument No. _____. Please forward copies of the field documents below:

City of Hutto
Attn: Holly Nagy
500 W. Live Oak St.
Hutto, TX 78634

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

Sincerely,

A handwritten signature in blue ink, appearing to be 'J. Nagy'.

P3Works, LLC
(817) 393-0353
admin@p3-works.com
www.p3-works.com

Holly Nagy
500 W. Live Oak St.
Hutto, TX 78634

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

RECITALS

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [AMOUNT] (hereinafter referred to as the “Lien Amount”) for the following property:

[LEGAL DESCRIPTION], a subdivision according to the map or plat of record in Document/Instrument No. _____ of the real property 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, Document/Instrument No. O-18-12-06-9A, 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: _____
Warren Hutmacher, City Manager

ATTEST:

Holly Nagy, City Secretary

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 20__, by Warren Hutmacher, City Manager for the City of Hutto, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT H – FORM OF ASSESSMENT 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]

PRINCIPAL ASSESSMENT: [insert \$ amount]

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 Co-Op 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

ORDINANCE NO. O-2020-050

AN ORDINANCE OF THE CITY COUNCIL OF THE OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR THE CO-OP PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Co-Op Public Improvement District, (Co-Op PID"), was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-90 on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the 35.1 acres of property in the Co-Op PID; and

WHEREAS, on December 6, 2018 the City Council accepted and approved the 2018 Service and Assessment Plan , ("2018 SAP"), for the Co-Op PID by adopting Ordinance No. O-18-12-06-9A which approved the levy of Special Assessments for Assessed Property within the Co-Op PID and the Assessment Roll; and

WHEREAS, the 2018 SAP identified the Authorized Improvements to be provided by the Co-Op PIO, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the Co-Op PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the 2018 SAP; and

WHEREAS, on July 3, 2019, the City approved by ordinance the 2019 Annual Service Plan Update for the Co-Op PID. The 2019 Annual Service Plan Update also updated the Special Assessment Roll for 2019, Attachment "A"; and

WHEREAS, the July 3, 2019 ordinance did not have a second reading as required by Hutto City Charter Article 3, Section 3.13; and

WHEREAS, On January 21, 2021, the City approved the 2020 Annual Service Plan Update for the Co-Op PID and the 2020 and the Annual Service Plan Update also updated the Assessment Roll for 2020; and

WHEREAS, pursuant to Texas Local Government Code Chapter 372, the Service and Assessment Plan must be reviewed and updated annually. Attachment "A" is the annual update of the 2018 SAP for 2021 and this Annual Service Plan Update also updates the Assessment Roll for 2021.

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

SECTION I.

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION II. Annual Service Plan Update to the Service and Assessment Plan.

The 2018 SAP as accepted, approved, and recorded in the December 6, 2018 minutes is hereby incorporated in this Ordinance as if set forth herein, and the City Council hereby accepts and approves the Annual Service Plan Update, as stated on Attachment "A".

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. Open Meetings 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 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VII. Effective Date

This ordinance shall take effect and be in force as allowed by law and in accordance with the Charter of the City of Hutto, Texas.

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

Adopted by the City Council for the City of Hutto , Texas , on first reading on the __ day of
September, 2021.

Adopted by the City Council for the City of Hutto , Texas , on second reading on the ____ day of
September, 2021.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-050 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, September 2, 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 Ordinance No. O-2021-051 accepting and approving an Annual Service Plan Update to the Service and Assessment Plan for the Cross Creek Public Improvement District.(First Reading)(D.Palumbo)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto - Ordinance Approving 2021 SAP Annual Update for Cross Creek PID_
2. 2021-09-02_HUT_CrossCreek_2021 SAP Update

ORDINANCE NO. O-2021-051

AN ORDINANCE OF THE CITY COUNCIL OF THE OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR THE CROSS CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cross Creek Public Improvement District, (“Cross Creek PID”), was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9A on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the property in the PID.

WHEREAS, on January 17, 2019 the City Council accepted and approved the 2018 SAP for the Cross Creek PID by adopting ordinance No. O-19-01-17-9A which approved the levy of Special Assessments for Assessed Property within the Cross Creek PID and the Assessment Roll; and

WHEREAS, the 2018 SAP identified the Authorized Improvements to be provided by the Cross Creek PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the Cross Creek PID for the costs of the Authorized Improvements and the City adopted the Assessment Roll identifying the Assessments on each Lot or Parcel within the Cross Creek PID, based on the method of assessment identified in the 2018 SAP; and

WHEREAS, On July 3, 2019, the City approved the 2019 Annual Service Plan Update for the Cross Creek PID and the 2019 and the Annual Service Plan Update also updated the Assessment Roll for 2019; and

WHEREAS, On October 1, 2020, the City approved the 2020 Annual Service Plan Update for the Cross Creek PID and the 2020 and the Annual Service Plan Update also updated the Assessment Roll for 2020; and

WHEREAS, pursuant to Texas Local Government Code Chapter 372, the Service and Assessment Plan must be reviewed and updated annually. Attachment “A” is the annual update of the 2018 SAP for 2021 and this Annual Service Plan Update also updates the Assessment Roll for 2021.

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

SECTION I.

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION II. Annual Service Plan Update to the Service and Assessment Plan.

The Annual Service Plan Update as accepted, approved, and recorded in the January 17, 2019 minutes is hereby incorporated in this Ordinance as if set forth herein, and the City Council hereby accepts and approves the Annual Service Plan Update, as stated on Attachment "A".

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. Open Meetings 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 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VII. Effective Date

This ordinance shall take effect and be in force as allowed by law and in accordance with the Charter of the City of Hutto, Texas.

THE CITY OF HUTTO, TEXAS

By: _____

Mike Snyder, Mayor

By: _____

Holly Nagy, City Secretary

Adopted by the City Council for the City of Hutto, Texas, on first reading on the ____ day of September, 2021.

City Charter Sec. 3.13, Ordinances in General, the requirements for reading on two separate days was dispensed with by affirmative vote of all the City Council members present. Motion made by _____ to dispense with second reading. Motion seconded by _____.

(Record the vote)



CROSS CREEK
PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE
SEPTEMBER 2, 2021

INTRODUCTION

Capitalized terms used in this 2021 Annual Service Plan Update shall have the meanings set forth in the 2018 Service and Assessment Plan (the “2018 SAP”), used for the levying of Special Assessments.

The PID was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9A on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the property in the PID.

On January 17, 2019 the City Council accepted and approved the 2018 SAP for the PID by adopting ordinance No. O-19-01-17-9A which approved the levy of Special Assessments for Assessed Property within the PID and the Assessment Roll.

The 2018 SAP identified the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the 2018 SAP.

On July 3, 2019, the City approved the 2019 Annual Service Plan Update for the PID. The 2019 Annual Service Plan Update also updated the Assessment Roll for 2019.

On September 17, 2020, the City approved the 2020 Annual Service Plan Update for the PID by adopting ordinance No. O-2020-035. The 2020 Annual Service Plan Update also updated the Assessment Roll for 2020.

Pursuant to Texas Local Government Code Chapter 372, the 2018 SAP must be reviewed and updated annually. This document is the annual update to the Service and Assessment Plan for 2021. This Annual Service Plan Update also updates the Assessment Roll for 2021.

LISTED EVENTS

Below is a list of all Listed Event Disclosures:

- Notice of Failure to File Quarterly Report on May 5, 2021

PARCEL SUBDIVISION

The following plats have been recorded within the PID.

- Cross Creek Phase 1 Plat
- Cross Creek Phase 2 Plat

See **Exhibit B-1** for Cross Creek Phase 1 Recorded Plat and **Exhibit B-2** for Cross Creek Phase 2 Recorded Plat.

LOT AND HOME SALES

As of June 30, 2020, the first phase, comprised of 213 lots was completed and accepted by the City. As of December 20, 2020, the second phase, comprised of 107 lots was completed and accepted by the City. The final phase of development is under construction and comprises 168 residential lots. As of March 31, 2021, construction is completed on 204 units with 201 sold to end users. The estimated date of completion for all units is November 2023.

See **Exhibit C** for Homebuyer Disclosures.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$6,590,000.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$475,560.62.
- **Administrative Expenses** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$37,142.28.

Due January 31, 2022		
Cross Creek PID		
Principal	\$	75,000.00
Interest	\$	400,560.62
Administrative Expenses	\$	37,142.28
Total Annual Installment	\$	512,702.90

See **Exhibit D** for the debt service schedule as shown in the City and Corporation Interlocal Agreement.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

No full prepayments of Special Assessments have occurred within the PID.

PARTIAL PREPAYMENT OF SPECIAL ASSESSMENTS

No partial prepayments of Special Assessments have occurred within the PID.

AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements remains at \$7,200,986 as shown on the table below.

Authorized Improvements	Total Budget ¹	Actual Spent ²	% Complete
Carl Stern Extension, Bridge and Road	\$ 2,702,630	\$ 2,702,630	100%
Cottonwood Creek and Other Drainage	\$ 1,118,563	\$ 1,118,563	100%
Landscaping and Perimeter Walls	\$ 1,179,250	\$ 1,179,250	100%
Waterline	\$ 597,650	\$ 597,650	100%
Wastewater	\$ 930,703	\$ 930,703	100%
Parks, Open Space and Trails	\$ 458,000	\$ 458,000	100%
Engineering and Planning Costs	\$ 214,190	\$ 214,190	100%
Total Authorized Improvements	\$ 7,200,986	\$ 7,200,986	100%

Footnotes:

¹ Per the 2018 SAP.

² Per the Quarterly Report prepared by the developer for the period ending March 31, 2021.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Cross Creek PID					
Annual Installments Due	1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal	\$ 75,000	\$ 80,000	\$ 85,000	\$ 90,000	\$ 95,000
Interest	400,561	396,102	391,343	386,283	380,924
	\$ 475,561	\$ 476,102	\$ 476,343	\$ 476,283	\$ 475,924
Annual Collection Costs	\$ 37,142	\$ 37,885	\$ 38,643	\$ 39,416	\$ 40,204
Total Annual Installment	\$ 512,703	\$ 513,987	\$ 514,986	\$ 515,699	\$ 516,128

ASSESSMENT ROLL

The list of current Parcels or Lots within the PID, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Cross Creek PID	
		Outstanding Special Assessment	Annual Installment due 1/31/22
R020580 [a]	Unplatted Parcel	\$ 440,275.18	\$ 34,253.47
R330882 [a]	Unplatted Parcel	\$ 279,466.55	\$ 21,742.54
R584874 [a]	Unplatted Parcel	\$ 628,706.22	\$ 48,913.43
R584875 [a]	Unplatted Parcel	\$ 366,573.82	\$ 28,519.49
R584876 [a]	Unplatted Parcel	\$ 566,540.18	\$ 44,076.90
R584924	Open Space	\$ -	\$ -
R584932	Open Space	\$ -	\$ -
R584883	Open Space	\$ -	\$ -
R584884	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584885	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584886	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584887	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584888	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584889	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584890	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584891	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584892	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584893	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584894	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584895	Open Space	\$ -	\$ -
R584896	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584897	Open Space	\$ -	\$ -
R584898	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584899	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584900	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584901	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584902	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584903	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584904	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584905	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584906	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584907	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584908	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584909	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584910	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584911	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584912	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584913	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584914	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584915	Lot Type 2	\$ 14,093.66	\$ 1,096.49

Property ID	Lot Type	Cross Creek PID	
		Outstanding Special Assessment	Annual Installment due 1/31/22
R584916	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584917	Open Space	\$ -	\$ -
R584918	Open Space	\$ -	\$ -
R584919	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584920	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584921	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584922	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584923	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584924	Open Space	\$ -	\$ -
R584925	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584926	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584927	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584928	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584929	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584930	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584931	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584932	Open Space	\$ -	\$ -
R584933	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584934	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584935	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584936	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584937	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584938	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R584939	Lot Type 1	\$ 12,703.78	\$ 988.36
R584940	Lot Type 1	\$ 12,703.78	\$ 988.36
R584941	Lot Type 1	\$ 12,703.78	\$ 988.36
R584942	Lot Type 1	\$ 12,703.78	\$ 988.36
R584943	Open Space	\$ -	\$ -
R584944	Lot Type 1	\$ 12,703.78	\$ 988.36
R584945	Lot Type 1	\$ 12,703.78	\$ 988.36
R584946	Open Space	\$ -	\$ -
R584947	Lot Type 1	\$ 12,703.78	\$ 988.36
R584948	Lot Type 1	\$ 12,703.78	\$ 988.36
R584949	Lot Type 1	\$ 12,703.78	\$ 988.36
R584950	Lot Type 1	\$ 12,703.78	\$ 988.36
R584951	Lot Type 1	\$ 12,703.78	\$ 988.36
R584952	Lot Type 1	\$ 12,703.78	\$ 988.36
R584953	Lot Type 1	\$ 12,703.78	\$ 988.36
R584954	Lot Type 1	\$ 12,703.78	\$ 988.36
R584955	Lot Type 1	\$ 12,703.78	\$ 988.36

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R584956	Lot Type 1	\$ 12,703.78	\$ 988.36
R584957	Lot Type 1	\$ 12,703.78	\$ 988.36
R584958	Lot Type 1	\$ 12,703.78	\$ 988.36
R584959	Lot Type 1	\$ 12,703.78	\$ 988.36
R584960	Lot Type 1	\$ 12,703.78	\$ 988.36
R584961	Lot Type 1	\$ 12,703.78	\$ 988.36
R584962	Lot Type 1	\$ 12,703.78	\$ 988.36
R584963	Lot Type 1	\$ 12,703.78	\$ 988.36
R584964	Lot Type 1	\$ 12,703.78	\$ 988.36
R584965	Lot Type 1	\$ 12,703.78	\$ 988.36
R584966	Lot Type 1	\$ 12,703.78	\$ 988.36
R584967	Lot Type 1	\$ 12,703.78	\$ 988.36
R584968	Lot Type 1	\$ 12,703.78	\$ 988.36
R584969	Lot Type 1	\$ 12,703.78	\$ 988.36
R584970	Lot Type 1	\$ 12,703.78	\$ 988.36
R584971	Open Space	\$ -	\$ -
R584972	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584973	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584974	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584975	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584976	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584977	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584978	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584979	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584980	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584981	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584982	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584983	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584984	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R584985	Open Space	\$ -	\$ -
R584986	Lot Type 1	\$ 12,703.78	\$ 988.36
R584987	Lot Type 1	\$ 12,703.78	\$ 988.36
R584988	Lot Type 1	\$ 12,703.78	\$ 988.36
R584989	Lot Type 1	\$ 12,703.78	\$ 988.36
R584990	Lot Type 1	\$ 12,703.78	\$ 988.36
R584991	Lot Type 1	\$ 12,703.78	\$ 988.36
R584992	Lot Type 1	\$ 12,703.78	\$ 988.36
R584993	Lot Type 1	\$ 12,703.78	\$ 988.36
R584994	Lot Type 1	\$ 12,703.78	\$ 988.36
R584995	Lot Type 1	\$ 12,703.78	\$ 988.36

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R584996	Lot Type 1	\$ 12,703.78	\$ 988.36
R584997	Lot Type 1	\$ 12,703.78	\$ 988.36
R584998	Lot Type 1	\$ 12,703.78	\$ 988.36
R584999	Lot Type 1	\$ 12,703.78	\$ 988.36
R585000	Lot Type 1	\$ 12,703.78	\$ 988.36
R585001	Lot Type 1	\$ 12,703.78	\$ 988.36
R585002	Lot Type 1	\$ 12,703.78	\$ 988.36
R585003	Lot Type 1	\$ 12,703.78	\$ 988.36
R585004	Lot Type 1	\$ 12,703.78	\$ 988.36
R585005	Lot Type 1	\$ 12,703.78	\$ 988.36
R585006	Lot Type 1	\$ 12,703.78	\$ 988.36
R585007	Lot Type 1	\$ 12,703.78	\$ 988.36
R585008	Lot Type 1	\$ 12,703.78	\$ 988.36
R585009	Lot Type 1	\$ 12,703.78	\$ 988.36
R585010	Lot Type 1	\$ 12,703.78	\$ 988.36
R585011	Lot Type 1	\$ 12,703.78	\$ 988.36
R585012	Lot Type 1	\$ 12,703.78	\$ 988.36
R585013	Lot Type 1	\$ 12,703.78	\$ 988.36
R585014	Lot Type 1	\$ 12,703.78	\$ 988.36
R585015	Lot Type 1	\$ 12,703.78	\$ 988.36
R585016	Lot Type 1	\$ 12,703.78	\$ 988.36
R585017	Lot Type 1	\$ 12,703.78	\$ 988.36
R585018	Lot Type 1	\$ 12,703.78	\$ 988.36
R585019	Lot Type 1	\$ 12,703.78	\$ 988.36
R585020	Lot Type 1	\$ 12,703.78	\$ 988.36
R585021	Lot Type 1	\$ 12,703.78	\$ 988.36
R585022	Lot Type 1	\$ 12,703.78	\$ 988.36
R585023	Lot Type 1	\$ 12,703.78	\$ 988.36
R585024	Lot Type 1	\$ 12,703.78	\$ 988.36
R585025	Lot Type 1	\$ 12,703.78	\$ 988.36
R585026	Lot Type 1	\$ 12,703.78	\$ 988.36
R585027	Lot Type 1	\$ 12,703.78	\$ 988.36
R585028	Lot Type 1	\$ 12,703.78	\$ 988.36
R585029	Lot Type 1	\$ 12,703.78	\$ 988.36
R585030	Lot Type 1	\$ 12,703.78	\$ 988.36
R585031	Lot Type 1	\$ 12,703.78	\$ 988.36
R585032	Lot Type 1	\$ 12,703.78	\$ 988.36
R585033	Lot Type 1	\$ 12,703.78	\$ 988.36
R585034	Lot Type 1	\$ 12,703.78	\$ 988.36
R585035	Lot Type 1	\$ 12,703.78	\$ 988.36

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R585036	Lot Type 1	\$ 12,703.78	\$ 988.36
R585037	Lot Type 1	\$ 12,703.78	\$ 988.36
R585038	Lot Type 1	\$ 12,703.78	\$ 988.36
R585039	Lot Type 1	\$ 12,703.78	\$ 988.36
R585040	Lot Type 1	\$ 12,703.78	\$ 988.36
R585041	Lot Type 1	\$ 12,703.78	\$ 988.36
R585042	Lot Type 1	\$ 12,703.78	\$ 988.36
R585043	Lot Type 1	\$ 12,703.78	\$ 988.36
R585044	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585045	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585046	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585047	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585048	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585049	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585050	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585051	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585052	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585053	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585054	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585055	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585056	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585057	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585058	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585059	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585060	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585061	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585062	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585063	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585064	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585065	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585066	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585067	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585068	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585069	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585070	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585071	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585076	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585077	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585078	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585079	Lot Type 2	\$ 14,093.66	\$ 1,096.49

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R585080	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585081	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585082	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585083	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585084	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585085	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585086	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585087	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585088	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585089	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585090	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585091	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585092	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R585093	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R585094	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R585095	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R585096	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R585097	Lot Type 3	\$ 14,093.66	\$ 1,096.49
R585098	Lot Type 1	\$ 12,703.78	\$ 988.36
R585099	Lot Type 1	\$ 12,703.78	\$ 988.36
R585100	Lot Type 1	\$ 12,703.78	\$ 988.36
R585101	Lot Type 1	\$ 12,703.78	\$ 988.36
R585102	Lot Type 1	\$ 12,703.78	\$ 988.36
R585103	Lot Type 1	\$ 12,703.78	\$ 988.36
R585104	Lot Type 1	\$ 12,703.78	\$ 988.36
R585105	Lot Type 1	\$ 12,703.78	\$ 988.36
R585106	Lot Type 1	\$ 12,703.78	\$ 988.36
R585107	Lot Type 1	\$ 12,703.78	\$ 988.36
R585108	Lot Type 1	\$ 12,703.78	\$ 988.36
R585109	Lot Type 1	\$ 12,703.78	\$ 988.36
R585110	Lot Type 1	\$ 12,703.78	\$ 988.36
R585111	Open Space	\$ -	\$ -
R602764	Lot Type 1	\$ 12,703.78	\$ 988.36
R602765	Lot Type 1	\$ 12,703.78	\$ 988.36
R602766	Lot Type 1	\$ 12,703.78	\$ 988.36
R602767	Lot Type 1	\$ 12,703.78	\$ 988.36
R602768	Lot Type 1	\$ 12,703.78	\$ 988.36
R602769	Lot Type 1	\$ 12,703.78	\$ 988.36
R602770	Lot Type 1	\$ 12,703.78	\$ 988.36
R602771	Lot Type 1	\$ 12,703.78	\$ 988.36

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R602772	Lot Type 1	\$ 12,703.78	\$ 988.36
R602773	Lot Type 1	\$ 12,703.78	\$ 988.36
R602774	Lot Type 1	\$ 12,703.78	\$ 988.36
R602775	Open Space	\$ -	\$ -
R602776	Lot Type 1	\$ 12,703.78	\$ 988.36
R602777	Lot Type 1	\$ 12,703.78	\$ 988.36
R602778	Lot Type 1	\$ 12,703.78	\$ 988.36
R602779	Lot Type 1	\$ 12,703.78	\$ 988.36
R602780	Lot Type 1	\$ 12,703.78	\$ 988.36
R602781	Lot Type 1	\$ 12,703.78	\$ 988.36
R602782	Lot Type 1	\$ 12,703.78	\$ 988.36
R602783	Lot Type 1	\$ 12,703.78	\$ 988.36
R602784	Lot Type 1	\$ 12,703.78	\$ 988.36
R602785	Lot Type 1	\$ 12,703.78	\$ 988.36
R602786	Lot Type 1	\$ 12,703.78	\$ 988.36
R602787	Lot Type 1	\$ 12,703.78	\$ 988.36
R602788	Lot Type 1	\$ 12,703.78	\$ 988.36
R602789	Lot Type 1	\$ 12,703.78	\$ 988.36
R602790	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602791	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602792	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602793	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602794	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602795	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602796	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602797	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602798	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602799	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602800	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602801	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602802	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602803	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602804	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602805	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602806	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602807	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602808	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602809	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602810	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602811	Lot Type 2	\$ 14,093.66	\$ 1,096.49

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R602812	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602813	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602814	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602815	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602816	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602817	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602818	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602819	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602820	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602821	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602822	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602823	Lot Type 1	\$ 12,703.78	\$ 988.36
R602824	Lot Type 1	\$ 12,703.78	\$ 988.36
R602825	Lot Type 1	\$ 12,703.78	\$ 988.36
R602826	Lot Type 1	\$ 12,703.78	\$ 988.36
R602827	Lot Type 1	\$ 12,703.78	\$ 988.36
R602828	Lot Type 1	\$ 12,703.78	\$ 988.36
R602829	Lot Type 1	\$ 12,703.78	\$ 988.36
R602830	Lot Type 1	\$ 12,703.78	\$ 988.36
R602831	Lot Type 1	\$ 12,703.78	\$ 988.36
R602832	Lot Type 1	\$ 12,703.78	\$ 988.36
R602833	Lot Type 1	\$ 12,703.78	\$ 988.36
R602834	Lot Type 1	\$ 12,703.78	\$ 988.36
R602835	Lot Type 1	\$ 12,703.78	\$ 988.36
R602836	Lot Type 1	\$ 12,703.78	\$ 988.36
R602837	Lot Type 1	\$ 12,703.78	\$ 988.36
R602838	Lot Type 1	\$ 12,703.78	\$ 988.36
R602839	Lot Type 1	\$ 12,703.78	\$ 988.36
R602840	Lot Type 1	\$ 12,703.78	\$ 988.36
R602841	Lot Type 1	\$ 12,703.78	\$ 988.36
R602842	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602843	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602844	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602845	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602846	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602847	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602849	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602850	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602851	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602852	Lot Type 2	\$ 14,093.66	\$ 1,096.49

		Cross Creek PID	
Property ID	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R602853	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602854	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602855	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602856	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602857	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602858	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602859	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602860	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602861	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602862	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602863	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602864	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602865	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602866	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602867	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602868	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602869	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602870	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602871	Lot Type 2	\$ 14,093.66	\$ 1,096.49
R602872	Lot Type 2	\$ 14,093.66	\$ 1,096.49
Total		\$ 6,590,000.00	\$ 512,702.90

[a] The Unplatted Parcel Assessment is allocated pro rata based on acreage until a plat is recorded.

EXHIBIT B-1 – CROSS CREEK PHASE 1 PLAT

Doc#2019075999







Doc# 2019075999



Doc #2019075999

Curve Table					Curve Table					Curve Table					Curve Table								
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	61.00'	15.42'	15.38'	N84°56'19"E	14°29'03"	C61	10.00'	15.51'	14.00'	S21°52'04"W	88°52'53"	C121	1605.50'	44.86'	44.86'	N53°45'39"W	1°36'04"	C181	855.00'	51.80'	51.79'	S29°29'59"E	3°28'11"
C2	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"	C62	10.00'	15.91'	14.29'	S68°06'11"E	91°10'33"	C122	2034.50'	174.08'	174.03'	N11°44'12"W	4°54'08"	C182	855.00'	42.43'	42.43'	S32°39'28"E	2°50'31"
C3	10.00'	15.71'	14.14'	N52°45'44"E	90°00'00"	C63	1784.50'	729.32'	724.26'	S10°51'55"E	23°25'06"	C123	2034.50'	605.34'	605.11'	N00°45'42"W	17°02'52"	C183	735.00'	44.87'	44.86'	S32°19'49"E	3°29'52"
C4	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"	C64	1715.50'	686.51'	683.90'	S11°01'03"E	22°59'44"	C124	61.00'	40.09'	39.37'	N52°16'29"W	37°39'13"	C184	735.00'	52.80'	52.79'	S28°31'25"E	4°06'57"
C5	10.00'	15.71'	14.14'	N52°45'44"E	90°00'00"	C65	10.00'	14.50'	13.26'	S40°41'50"E	83°04'51"	C125	61.00'	15.08'	15.04'	N78°10'54"W	14°09'38"	C185	735.00'	52.80'	52.79'	S24°24'27"E	4°06'57"
C6	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"	C66	10.00'	16.98'	15.01'	S49°07'17"W	97°16'56"	C126	61.00'	44.39'	43.42'	S73°53'28"W	41°41'39"	C186	735.00'	52.80'	52.79'	S20°17'30"E	4°06'57"
C7	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"	C67	10.00'	16.52'	14.71'	S50°25'34"W	94°40'21"	C127	61.00'	51.12'	49.64'	S29°02'03"W	48°01'11"	C187	735.00'	52.80'	52.79'	S16°10'32"E	4°06'57"
C8	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"	C68	10.00'	14.85'	13.52'	S39°41'46"E	85°04'59"	C128	61.00'	30.09'	20.00'	S04°34'40"E	18°52'14"	C188	735.00'	52.80'	52.79'	S12°03'35"E	4°06'57"
C9	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"	C69	1784.50'	138.35'	138.31'	S05°18'39"W	4°26'31"	C129	1025.00'	23.94'	23.93'	S09°06'45"W	1°20'17"	C189	735.00'	52.80'	52.79'	S07°56'38"E	4°06'57"
C10	61.00'	16.20'	16.15'	S60°29'36"E	15°12'47"	C70	1715.50'	120.54'	120.51'	S04°51'30"W	4°01'33"	C130	1025.00'	49.04'	49.04'	S07°04'22"W	2°44'29"	C190	735.00'	52.80'	52.79'	S03°49'40"E	4°06'57"
C11	1965.50'	571.98'	569.96'	N00°43'48"E	16°40'25"	C71	10.00'	15.71'	14.14'	S10°55'15"W	90°00'00"	C131	1025.00'	49.04'	49.04'	S04°18'53"W	2°44'29"	C191	735.00'	52.80'	52.79'	S00°17'17"W	4°06'57"
C12	355.00'	176.97'	175.15'	N10°33'27"W	28°33'43"	C72	10.00'	15.71'	14.14'	S79°04'45"E	90°00'00"	C132	1025.00'	49.04'	49.04'	S01°35'24"W	2°44'29"	C192	735.00'	52.80'	52.79'	S04°24'15"W	4°06'57"
C13	845.00'	510.58'	502.85'	N07°31'43"W	34°37'13"	C73	225.00'	53.03'	52.80'	N62°40'21"E	1°33'01"	C133	1025.00'	49.04'	49.04'	S01°09'05"E	2°44'29"	C193	735.00'	42.58'	42.58'	S08°07'18"W	3°19'10"
C14	10.00'	15.71'	14.14'	S35°13'07"E	90°00'00"	C74	175.00'	41.24'	41.15'	N62°40'21"E	1°33'01"	C134	1025.00'	49.04'	49.04'	S03°33'34"E	2°44'29"	C194	235.00'	51.66'	51.56'	S06°44'55"E	12°35'44"
C15	1965.50'	62.38'	62.38'	N10°44'29"E	1°49'07"	C75	10.00'	15.71'	14.14'	N10°55'15"E	90°00'00"	C135	1025.00'	49.04'	49.04'	S06°38'04"E	2°44'29"	C195	235.00'	48.37'	48.28'	S18°56'33"E	11°47'33"
C16	554.00'	27.55'	27.55'	N10°13'33"E	2°50'59"	C76	10.00'	14.97'	13.61'	N26°32'22"E	85°46'10"	C136	1025.00'	49.04'	49.04'	S09°22'33"E	2°44'29"	C196	965.00'	63.16'	63.15'	N22°57'49"W	3°45'01"
C17	10.00'	15.71'	14.14'	S10°55'15"W	90°00'00"	C77	10.00'	12.98'	12.08'	S03°24'31"E	74°16'59"	C137	1025.00'	49.04'	49.04'	S10°27'02"E	2°44'29"	C197	965.00'	66.17'	66.16'	N19°07'27"W	3°55'44"
C18	10.00'	15.71'	14.14'	N79°04'45"W	90°00'00"	C78	125.00'	18.13'	18.12'	S86°23'38"E	8°16'44"	C138	1025.00'	49.04'	49.04'	S14°51'31"E	2°44'29"	C198	965.00'	66.17'	66.16'	N15°11'43"W	3°55'44"
C19	575.00'	28.55'	28.54'	N81°06'36"W	2°38'42"	C79	75.00'	37.09'	36.72'	N83°35'38"E	28°20'17"	C139	1025.00'	49.04'	49.04'	S17°38'00"E	2°44'29"	C199	965.00'	66.38'	66.36'	N11°12'03"W	4°03'35"
C20	35.00'	64.82'	55.95'	N36°43'56"W	108°08'44"	C80	1025.00'	784.85'	785.83'	S12°08'56"E	4°51'38"	C140	1025.00'	49.04'	49.04'	S20°20'28"E	2°44'29"	C200	965.00'	66.38'	66.36'	N07°06'28"W	4°03'35"
C21	61.00'	272.04'	96.45'	S78°33'45"W	25°31'21"	C81	10.00'	15.71'	14.14'	N54°46'53"E	90°00'00"	C141	1025.00'	49.04'	49.04'	S23°04'58"E	2°44'29"	C201	965.00'	66.38'	66.36'	N03°04'53"W	4°03'35"
C22	85.00'	45.38'	44.84'	S64°29'37"E	30°35'23"	C82	975.00'	746.37'	728.28'	N12°08'56"W	4°51'38"	C142	1025.00'	49.04'	49.04'	S26°42'27"E	2°44'29"	C202	965.00'	66.38'	66.36'	N00°58'43"E	4°03'35"
C23	10.00'	15.71'	14.14'	S34°47'18"E	90°00'00"	C83	10.00'	15.71'	14.14'	N79°04'45"W	90°00'00"	C143	1025.00'	49.04'	49.04'	S28°33'57"E	2°44'29"	C203	965.00'	66.38'	66.36'	N05°02'18"E	4°03'35"
C24	35.00'	46.13'	42.87'	S47°36'22"W	75°31'21"	C84	24.00'	22.95'	22.09'	N57°01'19"E	54°47'50"	C144	1025.00'	49.04'	49.04'	S31°18'28"E	2°44'29"	C204	965.00'	45.70'	45.69'	N08°25'29"E	2°42'48"
C25	61.00'	272.04'	96.45'	S42°01'38"E	25°31'21"	C85	61.00'	308.32'	70.33'	S17°34'46"E	289°35'41"	C145	1025.00'	25.07'	25.07'	S32°22'43"E	1°24'04"	C205	845.00'	40.01'	40.01'	N08°25'29"E	2°42'48"
C26	10.00'	15.71'	14.14'	N55°12'42"E	90°00'00"	C86	24.00'	22.95'	22.09'	N80°10'51"W	54°47'50"	C146	975.00'	48.39'	48.38'	S32°38'28"E	2°50'37"	C206	845.00'	59.87'	59.86'	N02°58'18"E	4°03'35"
C27	625.00'	28.85'	28.85'	S81°08'39"E	2°38'42"	C87	61.00'	170.77'	120.22'	S66°21'10"W	160°23'54"	C147	975.00'	59.07'	59.06'	S29°29'59"E	3°28'17"	C207	845.00'	59.87'	59.86'	N00°58'43"E	4°03'35"
C28	575.00'	22.63'	22.63'	N00°54'37"W	2°15'17"	C88	24.00'	20.44'	19.83'	N57°50'34"W	48°47'23"	C148	975.00'	59.07'	59.06'	S26°01'43"E	3°28'17"	C208	845.00'	59.87'	59.86'	N03°04'53"W	4°03'35"
C29	575.00'	3.92'	3.92'	N82°14'18"W	0°23'26"	C89	10.00'	17.72'	15.49'	N46°50'38"E	101°32'13"	C149	975.00'	59.07'	59.06'	S23°33'28"E	3°28'17"	C209	845.00'	59.87'	59.86'	N07°06'28"W	4°03'35"
C30	61.00'	22.61'	22.48'	S20°49'48"W	21°14'12"	C90	10.00'	14.27'	13.09'	S41°20'39"E	81°47'12"	C150	975.00'	59.07'	59.06'	S19°05'10"E	3°28'17"	C210	845.00'	59.87'	59.86'	N11°12'03"W	4°03'35"
C31	61.00'	38.85'	38.20'	S49°41'37"W	36°29'25"	C91	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"	C151	975.00'	59.07'	59.06'	S16°06'53"E	3°28'17"	C211	845.00'	57.94'	57.93'	N15°11'43"W	3°55'44"
C32	61.00'	73.14'	68.84'	N77°42'45"W	68°41'52"	C92	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"	C152	975.00'	59.07'	59.06'	S12°08'37"E	3°28'17"	C212	845.00'	57.94'	57.93'	N19°07'27"W	3°55'44"
C33	61.00'	137.44'	110.18'	N21°11'07"E	129°05'02"	C93	10.00'	17.11'	15.10'	N48°44'31"E	88°02'27"	C153	975.00'	59.07'	59.06'	S08°40'29"E	3°28'17"	C213	845.00'	55.31'	55.30'	N22°57'49"W	3°45'01"
C34	35.00'	30.58'	29.82'	S60°42'15"W	50°03'36"	C94	10.00'	14.37'	13.16'	N41°04'58"W	82°18'35"	C154	975.00'	59.07'	59.06'	S05°12'04"E	3°28'17"	C214	355.00'	73.08'	72.94'	S18°56'33"E	11°47'33"
C35	35.00'	15.55'	15.43'	S22°56'34"W	25°27'45"	C95	10.00'	15.71'	14.14'	S54°46'53"W	90°00'00"	C155	975.00'	59.07'	59.06'	S01°43'47"E	3°28'17"	C215	355.00'	103.91'	103.54'	S04°39'40"E	18°48'14"
C36	85.00'	27.16'	27.04'	N10°38'04"W	18°18'29"	C96	10.00'	17.28'	15.19'	N39°30'11"W	88°52'09"	C156	975.00'	59.07'	59.06'	S01°44'29"W	3°28'17"	C216	525.00'	14.83'	14.83'	N67°07'08"E	1°37'08"
C37	85.00'	18.22'	18.19'	N55°20'23"W	12°16'54"	C97	475.00'	203.97'	202.41'	S78°38'38"W	24°36'12"	C157	975.00'	59.07'	59.06'	S05°12'48"W	3°28'17"	C217	525.00'	55.01'	54.98'	N70°55'48"E	6°00'12"
C38	61.00'	23.05'	22.91'	N38°22'31"W	21°38'49"	C98	525.00'	236.14'	234.16'	S79°11'41"W	25°46'17"	C158	975.00'	48.21'	48.21'	S08°21'54"W	2°49'59"	C218	525.00'	54.80'	54.78'	N70°55'18"E	5°58'51"
C39	61.00'	15.04'	15.00'	N30°29'22"W	14°07'30"	C99	10.00'	14.38'	13.18'	S50°55'51"W	82°17'56"	C159	855.00'	42.28'	42.27'	S08°21'54"W	2°49'59"	C219	525.00'	55.22'	55.19'	N82°50'30"E	6°01'34"
C40	61.00'	38.79'	38.14'	N04°47'17"E	36°25'49"	C100	10.00'	15.71'	14.14'	S35°13'07"E	90°00'00"	C160	855.00'	49.53'	49.53'	S08°07'18"W	3°19'10"	C220	525.00'	56.28'	56.25'	N89°00'33"E	6°08'32"
C41	61.00'	79.63'	74.09'	N80°24'01"E	74°47'39"	C101	10.00'	15.49'	13.99'	N21°55'47"E	88°45'31"	C161	855.00'	51.80'	51.79'	S05°12'46"W	3°28'17"	C221	685.00'	143.30'	143.04'	S03°47'18"W	11°59'10"
C42	61.00'	43.71'	42.78'	S81°40'34"E	41°03'10"	C102	10.00'	15.93'	14.30'	N68°02'32"W	91°17'52"	C162	855.00'	61.42'	61.41'	S04°24'15"W	4°06'57"	C222	685.00'	148.28'	147.99'	S08°24'22"E	12°24'09"
C43	61.00'	71.84'	67.76'	S07°24'47"E	67°28'24"	C103	175.00'	178.82'	171.14'	S37°02'08"W	58°32'48"	C163	855.00'	51.80'	51.79'	S01°44'29"W	3°28'17"	C223	24.00'	1.47'	1.47'	N02°39'49"E	3°30'49"
C44	909.50'	208.47'	208.02'	S71°17'40"W	17°08'00"	C104	225.00'	229.91'	220.04'	S37°02'08"W	58°32'48"	C164	855.00'	61.42'	61.41'	S01°17'17"W	4°06'57"	C224	24.00'	21.48'	20.77'	N43°15'54"E	51°17'01"
C45	965.50'	327.52'	322.96'	S81°19'11"W	33°11'01"	C105	10.00'	15.93'	14.30'	S20°39'36"W	91°17'52"	C165	855.00'	51.80'	51.79'	S01°43'47"E	3°28'17"	C225	61.00'</				

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C226	61.00'	42.23'	41.41'	S79°07'01"	39°41'12"
C227	61.00'	37.65'	37.06'	N67°21'21"	39°22'04"
C228	61.00'	37.65'	37.06'	N31°59'17"	39°22'04"
C229	61.00'	76.02'	71.20'	N21°23'54"E	71°24'19"
C230	61.00'	74.65'	70.08'	S87°50'26"E	70°07'00"
C233	1965.50'	40.15'	40.15'	N25°56'54"W	1°10'13"
C234	1965.50'	117.75'	117.74'	N23°38'49"W	3°25'53"
C235	1965.50'	91.94'	91.93'	N20°35'26"W	2°40'49"
C236	1965.50'	112.98'	112.96'	N17°36'14"W	3°17'36"
C237	685.00'	135.62'	135.40'	S26°13'28"E	11°20'36"
C238	685.00'	26.10'	26.10'	S32°59'15"E	2°11'00"
C239	225.00'	11.32'	11.32'	S67°58'59"W	2°52'56"
C240	225.00'	41.71'	41.65'	S61°13'53"W	10°37'16"
C241	1715.50'	50.27'	50.27'	S21°40'32"E	1°40'48"
C242	1715.50'	48.08'	48.08'	S20°01'59"E	1°36'21"
C243	1715.50'	48.08'	48.08'	S18°25'36"E	1°36'21"
C244	1715.50'	48.08'	48.08'	S16°49'17"E	1°36'21"
C245	1715.50'	48.08'	48.08'	S15°12'55"E	1°36'21"
C246	1715.50'	48.08'	48.08'	S13°36'34"E	1°36'21"
C247	1715.50'	48.08'	48.08'	S12°00'13"E	1°36'21"
C248	1715.50'	48.08'	48.08'	S10°23'51"E	1°36'21"
C249	1715.50'	48.08'	48.08'	S08°47'30"E	1°36'21"
C250	1715.50'	48.08'	48.08'	S07°11'09"E	1°36'21"
C251	1715.50'	48.08'	48.08'	S05°34'47"E	1°36'21"
C252	1715.50'	48.08'	48.08'	S03°58'26"E	1°36'21"
C253	1715.50'	48.08'	48.08'	S02°22'05"E	1°36'21"
C254	1715.50'	61.24'	61.23'	S00°32'33"E	2°02'43"
C255	1605.50'	45.88'	45.87'	S00°44'47"E	1°36'14"
C256	1605.50'	45.00'	45.00'	S02°22'05"E	1°36'21"
C257	1605.50'	45.00'	45.00'	S03°58'26"E	1°36'21"
C258	1605.50'	45.00'	45.00'	S05°34'47"E	1°36'21"
C259	1605.50'	45.00'	45.00'	S07°11'09"E	1°36'21"
C260	1605.50'	45.00'	45.00'	S08°47'30"E	1°36'21"
C261	1605.50'	45.00'	45.00'	S10°23'51"E	1°36'21"
C262	1605.50'	45.00'	45.00'	S12°00'13"E	1°36'21"
C263	1605.50'	45.00'	45.00'	S13°36'34"E	1°36'21"
C264	1605.50'	45.00'	45.00'	S15°12'55"E	1°36'21"
C265	1605.50'	45.00'	45.00'	S16°49'17"E	1°36'21"
C266	1605.50'	45.00'	45.00'	S18°25'36"E	1°36'21"
C267	1605.50'	45.00'	45.00'	S20°01'59"E	1°36'21"
C268	1605.50'	45.21'	45.21'	S21°36'34"E	1°36'49"
C269	175.00'	74.76'	74.19'	N54°04'17"E	24°28'31"
C270	175.00'	104.07'	102.54'	N24°47'53"E	34°04'17"
C271	1555.50'	100.10'	100.09'	S02°07'19"E	3°41'14"

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C272	1555.50'	73.04'	73.03'	S05°18'39"E	2°41'25"
C273	1555.50'	51.15'	51.14'	S07°35'53"E	1°53'02"
C274	1555.50'	51.15'	51.14'	S09°28'55"E	1°53'02"
C275	1555.50'	51.15'	51.14'	S11°21'57"E	1°53'02"
C276	1555.50'	51.15'	51.14'	S13°15'00"E	1°53'02"
C277	1555.50'	51.15'	51.14'	S15°08'02"E	1°53'02"
C278	1555.50'	71.57'	71.57'	S17°23'39"E	2°38'11"
C279	1555.50'	99.94'	99.92'	S20°33'10"E	3°40'52"
C280	65.00'	27.77'	27.56'	N54°04'17"E	24°28'31"
C281	65.00'	12.14'	12.12'	N36°29'03"E	10°41'58"
C282	225.00'	23.85'	23.84'	N10°47'57"E	8°04'25"
C283	225.00'	45.22'	45.14'	N19°35'36"E	11°30'53"
C284	225.00'	45.22'	45.14'	N31°08'30"E	11°30'53"
C285	225.00'	45.22'	45.14'	N42°37'23"E	11°30'53"
C286	225.00'	45.22'	45.14'	N54°08'16"E	11°30'53"
C287	225.00'	25.19'	25.17'	N63°08'07"E	6°24'50"
C288	2194.50'	22.62'	22.62'	N26°14'18"W	0°35'26"
C289	2194.50'	45.00'	45.00'	N25°21'20"W	1°10'30"
C290	2194.50'	45.00'	45.00'	N24°10'51"W	1°10'30"
C291	2194.50'	45.00'	45.00'	N23°00'21"W	1°10'30"
C292	2194.50'	45.00'	45.00'	N21°49'51"W	1°10'30"
C293	2194.50'	56.15'	56.15'	N20°33'38"W	1°27'58"
C294	2194.50'	134.45'	134.43'	N18°01'20"W	3°30'38"
C295	2034.50'	40.35'	40.35'	N25°57'56"W	1°08'11"
C296	2034.50'	45.75'	45.75'	N24°45'11"W	1°17'18"
C297	2034.50'	45.75'	45.75'	N23°27'53"W	1°17'18"
C298	2034.50'	45.75'	45.75'	N22°10'35"W	1°17'18"
C299	2034.50'	45.75'	45.75'	N20°53'16"W	1°17'18"
C300	2034.50'	45.75'	45.75'	N19°35'58"W	1°17'18"
C301	2034.50'	45.75'	45.75'	N18°18'40"W	1°17'18"
C302	2034.50'	53.56'	53.56'	N16°54'46"W	1°30'30"
C303	2144.50'	49.47'	49.47'	N17°00'22"W	1°19'19"
C304	2144.50'	48.22'	48.22'	N16°18'40"W	1°17'18"
C305	2144.50'	48.22'	48.22'	N15°35'58"W	1°17'18"
C306	2144.50'	48.22'	48.22'	N20°53'16"W	1°17'18"
C307	2144.50'	48.22'	48.22'	N22°10'35"W	1°17'18"
C308	2144.50'	48.22'	48.22'	N23°27'53"W	1°17'18"
C309	2144.50'	48.22'	48.22'	N24°45'11"W	1°17'18"
C310	2144.50'	42.53'	42.53'	N25°57'56"W	1°08'11"
C311	10.00'	16.46'	14.66'	S50°36'14"W	94°19'00"
C312	475.00'	29.36'	29.37'	S01°40'26"W	3°32'37"
C313	24.00'	19.00'	18.51'	N22°46'43"W	45°21'40"
C314	61.00'	33.66'	33.23'	N29°39'10"W	31°36'46"
C315	61.00'	25.18'	25.00'	N27°12'59"E	23°38'58"
C316	1965.50'	26.25'	26.25'	N09°28'58"E	0°45'55"

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	22.45'	S17°59'04"E	L37	56.50'	S82°26'01"E	L73	6.06'	N07°31'12"E
L2	4.50'	N82°14'16"W	L38	35.02'	S43°55'11"E	L74	14.13'	N18°57'08"E
L3	4.52'	S82°14'16"E	L39	1.78'	N46°38'11"E	L75	50.65'	N18°57'05"E
L4	7.51'	N82°14'16"W	L40	33.27'	N64°08'30"E	L76	4.76'	S11°10'24"E
L5	7.51'	S82°14'16"E	L41	15.00'	N07°40'29"E	L77	24.44'	S34°04'45"E
L6	86.34'	S58°51'43"W	L42	16.45'	S79°47'18"E	L78	20.02'	S34°04'45"E
L7	15.48'	S82°14'16"E	L43	54.81'	S58°35'44"E	L79	16.39'	N16°24'00"W
L8	15.48'	N82°14'16"W	L44	25.34'	N25°00'54"E	L80	52.48'	N16°24'00"W
L9	15.96'	S82°14'16"E	L45	25.34'	S25°00'54"W	L81	18.78'	N16°24'00"W
L10	16.00'	N82°14'16"W	L46	3.73'	S58°35'44"E	L82	36.90'	N04°33'06"W
L11	73.20'	N57°21'53"W	L47	3.40'	S79°47'18"E	L83	7.86'	N04°33'06"W
L12	73.59'	N10°19'27"W	L48	41.50'	S64°59'08"E	L84	47.48'	N47°22'22"W
L13	5.18'	N37°39'42"W	L49	3.52'	S64°59'08"E	L85	6.31'	N47°22'22"W
L14	73.21'	N19°24'00"W	L50	86.47'	S58°46'51"E	L86	19.75'	N61°29'07"W
L15	95.09'	N23°37'10"E	L51	7.69'	S58°46'51"E	L87	31.24'	N38°47'35"W
L16	79.81'	N59°51'53"W	L52	68.05'	S43°37'32"E	L88	12.10'	N38°47'35"W
L17	6.50'	S42°10'33"E	L53	3.84'	S43°37'32"E	L89	42.85'	N21°05'36"W
L18	34.41'	N09°46'53"E	L54	17.10'	S49°11'55"E	L90	14.95'	N21°05'36"W
L19	110.00'	S80°13'07"E	L55	4.00'	N82°05'19"W	L91	16.98'	N03°19'25"W
L20	24.41'	S09°46'53"W	L56	46.90'	N69°25'27"E	L92	55.35'	N03°19'25"W
L21	50.00'	S80°13'07"E	L57	39.96'	N69°25'27"E	L93	18.82'	N03°19'25"W
L22	7.35'	S09°46'53"W	L58	4.00'	N34°04'45"W	L94	34.44'	N04°37'57"E
L23	123.47'	S80°13'07"E	L59	5.53'	S82°14'16"E	L95	21.80'	N04°37'57"E
L24	17.20'	S18°57'05"W	L60	5.53'	S82°14'16"E	L96	9.37'	N34°04'45"W
L25	50.00'	S07°43'52"E	L61	8.54'	N09°46'53"E	L97	18.54'	S09°46'53"W
L26	34.42'	S12°05'23"E	L62	40.34'	S66°18'32"W	L98	12.72'	S70°44'58"W
L27	80.41'	S00°22'44"E	L63	40.34'	S66°18'32"W	L99	80.31'	S70°44'58"W
L28	29.13'	S76°36'56"E	L64	18.85'	N09°46'53"E	L100	62.39'	S85°38'08"E
L29	31.96'	S11°10'24"E	L65	24.41'	S09°46'53"W	L101	18.04'	S58°50'37"E
L30	57.54'	N34°04'45"W	L66	13.36'	S09°46'53"W	L102	45.58'	S58°50'37"E
L31	50.00'	S58°50'15"W	L67	8.54'	S09°46'53"W	L103	14.12'	S07°45'44"W
L32	20.00'	S34°04'45"E	L68	7.84'	N82°14'16"W	L104	22.38'	S26°32'01"E
L33	4.00'	N34°04'45"W	L69	7.85'	N17°59'04"W	L105	63.62'	S59°50'37"E
L34	50.00'	S58°50'15"W	L70	15.91'	N09°26'53"W	L106	6.50'	S42°10'33"E
L35	56.72'	N82°26'01"W	L71	20.08'	N09°26'53"W	L107	66.62'	S29°50'56"E
L36	29.70'	S79°47'18"E	L72	20.00'	S09°46'53"W			



FINAL PLAT OF CROSS CREEK SUBDIVISION PHASE 1

109.54 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT No. 271

PAGE 6 OF 8

LEGAL DESCRIPTION:

BEING A 124.47 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF AND A TOP OF A CALLED 167.461 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO MERRITT AND COMPANY OF TEXAS, L.L.C. AN ANNUAL LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 201005406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALF" set in the east line of said 167.461 acres tract, some being the west line of a called 46.14 acres tract described in a Special Warranty Deed to Lucibel Investments, LP and recorded in Document Number 201000703 of said O.P.R.W.C.T., from which a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found in the south right-of-way line of County Road 139 (CR 139), a variable width right-of-way line recording (found), for the northeast corner of said 167.461 acres tract, some being the northwest corner of said 46.14 acres tract, bears N67°45'44"E a distance of 1,246.24 feet;

THENCE with the east line of said 167.461 acres tract, some being the west line of said 46.14 acres tract and the west line of the remainder of a called 367.15 acres tract described in a Warranty Deed to Hutto 372, LTD and recorded in Document Number 200000291 of said O.P.R.W.C.T., S07°40'34"W a distance of 2,361.14 feet to a 1/2-inch iron rod found for an angle point in said east line of the 167.461 acres tract and said west line of the remainder of the 367.15 acres tract;

CONTINUING with said east line of the 167.461 acres tract and the west line of the remainder of the said 367.15 acres tract, S07°34'40"W passing at a distance of 643.67 feet to a 1/2-inch iron rod with plastic cap stamped "DAANONG SURVEYING" found for the northeast corner of Lot 22, Glenwood, Phase 5, a legal subdivision according to the plat of record in Document Number 201006447 of said O.P.R.W.C.T., continuing in at a distance of 654.99 feet to a 1/2-inch iron rod with plastic cap stamped "SU SURVEYING" found for the southeast corner of said 167.461 acres tract, the southeast corner of said 124.47 acres tract and this tract, some being the southeast corner of said Lot 22, Glenwood Phase 5 and the northwest corner of Lot 26, said Glenwood Phase 5, the northeast corner of Lot 25, Glenwood Phase 5A, a legal subdivision according to the plat of record in Document Number 201005379 of said O.P.R.W.C.T.;

THENCE with the south line of said 167.461 acres tract, some being the north line of said Glenwood Phase 5A and the north line of Glenwood Phase 5A, a legal subdivision according to the plat of record in Document Number 201005054 of said O.P.R.W.C.T., N62°12'11"W a distance of 795.17 feet to a 1/2-inch iron rod with plastic cap stamped "SU SURVEYING" found in the north line of Lot 13, said Glenwood Phase 5A for the southeast corner of said 167.461 acres tract, the southeast corner of said 124.47 acres tract and this tract, some being the southeast corner of said Lot 22, Glenwood Phase 5 and the northwest corner of Lot 26, said Glenwood Phase 5, the northeast corner of Lot 25, Glenwood Phase 5A, a legal subdivision according to the plat of record in Document Number 201005379 of said O.P.R.W.C.T.;

THENCE leaving said north line of Lot 13, Glenwood Phase 5A with the west line of said 167.461 acres tract, some being the east line of said 20.47 acres tract and this tract, some being the southeast corner of said 167.461 acres tract and said west line of the remainder of a called 1.77 acres tract described in a Quitclaim Special Warranty Deed to the City of Hutto and recorded in Document Number 200705573 of said O.P.R.W.C.T., and the east line of Creek Bend Section 5, a legal subdivision according to the plat of record in Document Number 200311885 of said O.P.R.W.C.T., N07°49'28"E a distance of 570.72 feet to a 1/2-inch iron rod found for an angle point in said east line of the 167.461 acres tract and said west line of the remainder of the 1.77 acres tract;

CONTINUING with said west line of the 167.461 acres tract, some being the east line of said Creek Bend Section 5, the east line of a called 1.77 acres tract described in a Quitclaim Special Warranty Deed to the City of Hutto and recorded in Document Number 200705573 of said O.P.R.W.C.T., and the east line of Creek Bend Section 5, a legal subdivision according to the plat of record in Document Number 200311885 of said O.P.R.W.C.T., N07°49'28"E a distance of 570.72 feet to a 1/2-inch iron rod found for an angle point in said east line of the 167.461 acres tract and said west line of the remainder of the 1.77 acres tract;

CONTINUING with said west line of the 167.461 acres tract and said east line of Creek Bend Section 5 the following nine (9) courses and distances:

1. N01°48'18"E a distance of 187.76 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found;
2. N06°10'04"E a distance of 170.64 feet to a 1/2-inch iron rod found;
3. N18°32'15"W a distance of 206.14 feet to a 1/2-inch iron rod found;
4. N02°12'27"W a distance of 266.97 feet to a 1/2-inch iron rod with plastic cap stamped "STANLEY CONSULTANTS INC" found;
5. N57°21'53"W a distance of 73.20 feet to a 1/2-inch iron rod found;
6. N62°30'06"W a distance of 172.87 feet to a 1/2-inch iron rod with plastic cap stamped "M. MEADOR RPLS 1966" found;
7. N62°12'30"W a distance of 132.76 feet to a 1/2-inch iron rod found;
8. N59°36'34"W a distance of 94.51 feet to a 1/2-inch iron rod found;
9. N49°23'11"W a distance of 135.63 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.461 acres tract, some being the northwest corner of Lot 26, said Creek Bend Section 5, a legal subdivision according to the plat of record in Document Number 200309870 of said O.P.R.W.C.T.;

CONTINUING with said west line of the 167.461 acres tract, some being the east line of Lot 16, Creek Bend Section 5, the following two (2) courses and distances:

1. N02°12'27"W a distance of 71.53 feet to a 1/2-inch iron rod with plastic cap stamped "M. MEADOR RPLS 1966" found;
2. N07°39'42"W a distance of 5.18 feet for the northeast corner of Lot 16, Creek Bend Section 4, some being the southeast corner of Lot 21, Creek Bend Section 1, a legal subdivision according to the plat of record in Document Number 199006644 of said O.P.R.W.C.T.;

CONTINUING with said west line of the 167.461 acres tract, N19°24'00"W a distance of 73.21 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found in said west line of the 167.461 acres tract;

THENCE with said west line of the 167.461 acres tract, N12°20'12"W passing at a distance of 102.48 feet the east line of Lot 22, said Creek Bend Section 1, and continuing in at a distance of 120.20 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found, from which a 1/2-inch iron rod found for an angle point in said east line of Lot 22, bears S42°10'31"E a distance of 6.50 feet;

CONTINUING with said west line of the 167.461 acres tract, N00°48'25"E a distance of 96.22 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.461 acres tract, and said east line of Lot 22, Creek Bend Section 1;

THENCE leaving said east line of Lot 22, Creek Bend Section 1, continuing with said west line of the 167.461 acres tract, the following two (2) courses and distances:

1. N19°37'10"E a distance of 95.09 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set, and
2. N07°18'37"E a distance of 701.65 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.461 acres tract, some being and angle point in said east line of Lot 22, Creek Bend Section 1;

CONTINUING with said west line of the 167.461 acres tract and with said east line of Lot 22, Creek Bend Section 1 the following two (2) courses and distances:

1. N59°31'53"W a distance of 79.81 feet to a 1/2-inch iron rod found;
2. N02°12'28"E a distance of 69.49 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.461 acres tract and said east line of Lot 22, Creek Bend Section 1, for the southwest corner of a called 14.463 acres tract described in a Special Warranty Deed to Lucibel Investments, LP and recorded in Document Number 201000549 of said O.P.R.W.C.T.;

THENCE with said west line of the 167.461 acres tract, some being the south line of said 14.463 acres tract and the south line of the remainder of a called 15.52 acres tract described in a Warranty Deed to the City of Hutto and recorded in Volume 275, Page 443 of said O.P.R.W.C.T., N44°58'37"E a distance of 606.31 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set, from which a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found in said west line of the 167.461 acres tract for the southeast corner of said 15.52 acres tract, bears N44°58'37"E a distance of 72.57 feet;

THENCE into and across said 167.461 acres tract, the following twenty one (21) courses and distances:

1. S17°59'04"E a distance of 22.45 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
2. N44°58'37"E a distance of 55.29 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
3. S62°14'28"E a distance of 106.11 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
4. N07°45'44"E a distance of 110.28 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
5. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 61.00 feet, a central angle of 14°29'00", and a chord bearing N49°23'11"E a distance of 15.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
6. S07°40'34"W a distance of 118.68 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
7. S62°14'28"E a distance of 150.01 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
8. N02°43'21"E a distance of 120.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
9. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N07°14'16"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
10. N02°14'16"W a distance of 4.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
11. N07°45'44"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
12. S62°14'28"E a distance of 4.52 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
13. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N52°45'44"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
14. N07°45'44"E a distance of 51.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
15. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N07°14'16"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
16. N02°14'16"W a distance of 7.51 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
17. N07°45'44"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
18. S62°14'28"E a distance of 7.51 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
19. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N52°45'44"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
20. N07°45'44"E a distance of 882.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
21. N43°49'08"W a distance of 87.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set in the south right-of-way line of CR 139, some being the north line of said 167.461 acres tract;

THENCE with the north line of said 167.461 acres tract, some being the south right-of-way line of CR 139, S62°17'57"E a distance of 206.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set;

THENCE into and across said 167.461 acres tract, the following eighteen (18) courses and distances:

1. S58°51'43"W a distance of 88.34 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
2. S07°45'44"W a distance of 382.83 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
3. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S37°14'16"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
4. S62°14'28"E a distance of 15.48 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
5. S07°40'34"W a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
6. N02°14'16"W a distance of 15.48 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
7. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S12°45'44"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
8. S07°45'44"W a distance of 51.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
9. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S37°14'16"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
10. S62°14'28"E a distance of 15.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
11. S07°45'44"W a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
12. N02°14'16"W a distance of 16.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
13. with the arc of a curve to the left a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S37°14'16"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
14. S07°40'34"W a distance of 148.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
15. S62°14'28"E a distance of 511.92 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
16. N02°45'44"E a distance of 122.33 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
17. with the arc of a curve to the left a distance of 16.20 feet, said curve having a radius of 61.00 feet, a central angle of 15°12'47", and a chord bearing S07°39'36"E a distance of 16.15 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
18. S07°40'34"W a distance of 131.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
19. S62°14'28"E a distance of 185.80 feet to said POINT OF BEGINNING and containing 124.47 acres.

SAVE AND EXCEPT FOLLOWING TWO TRACTS:

A 5.85 ACRES TRACT, BEING OUT OF SAID 167.461 ACRES TRACT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "SU SURVEYING" found for the southeast corner of said 167.461 acres tract and the southeast corner of said 124.47 acres tract, some being the southeast corner of Lot 32, the northwest corner of Lot 26, said Glenwood Phase 5 and the northeast corner of Lot 25, said Glenwood Phase 5A;

THENCE along the east line of said 167.461 acres tract, some being the west line of said Lot 32, Glenwood Phase 5 and the west line of the remainder of the said 367.15 acres tract, N07°38'57"E a distance of 1,367.08 feet to calculated point, and N02°14'16"W a distance of 89.35 feet to the POINT OF BEGINNING;

THENCE into and across said 167.461 acres tract, the following thirty two (32) courses and distances:

1. N61°55'49"W a distance of 158.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
2. N29°17'28"W a distance of 77.09 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
3. N76°36'56"W a distance of 29.13 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
4. N08°54'27"W a distance of 80.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
5. N48°46'08"W a distance of 84.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
6. N42°52'21"W a distance of 79.89 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
7. N49°38'30"W a distance of 75.46 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
8. N42°49'30"W a distance of 75.36 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
9. N19°39'36"W a distance of 73.02 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
10. N49°39'36"W a distance of 62.39 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
11. N07°41'36"W a distance of 75.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
12. N07°22'13"W a distance of 68.69 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
13. N11°10'24"W a distance of 31.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,

14. N55°51'25"E a distance of 175.72 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
15. S34°04'45"E a distance of 57.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
16. N61°55'15"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
17. N04°04'45"W a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
18. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N12°51'15"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
19. N55°51'25"E a distance of 220.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
20. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S37°04'45"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
21. S34°04'45"E a distance of 4.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
22. N55°51'25"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
23. S34°04'45"E a distance of 506.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
24. N55°51'25"E a distance of 130.68 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
25. S00°11'53"E a distance of 171.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
26. with the arc of a curve to the right a distance of 171.58 feet, said curve having a radius of 1965.50 feet, a central angle of 18°40'25", and a chord bearing S00°47'48"W a distance of 568.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
27. N02°14'16"W a distance of 127.31 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
28. with the arc of a curve to the right a distance of 25.18 feet, said curve having a radius of 48.00 feet, a central angle of 23°38'14", and a chord bearing S27°12'39"W a distance of 25.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
29. S62°17'01"E a distance of 135.32 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
30. with the arc of a curve to the right a distance of 62.38 feet, said curve having a radius of 1965.50 feet, a central angle of 01°49'07", and a chord bearing S37°44'28"W a distance of 62.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
31. S11°38'02"W a distance of 68.36 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
32. with the arc of a curve to the left a distance of 27.55 feet, said curve having a radius of 554.00 feet, a central angle of 02°50'39", and a chord bearing S01°13'37"W a distance of 27.55 feet to said POINT OF BEGINNING and containing 9.98 acres.

A 5.85 ACRES TRACT, BEING OUT OF SAID 167.461 ACRES TRACT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "SU SURVEYING" found for the southeast corner of said 167.461 acres tract and the southeast corner of said 124.47 acres tract, some being the southeast corner of Lot 32, the northwest corner of Lot 26, said Glenwood Phase 5 and the northeast corner of Lot 25, said Glenwood Phase 5A;

THENCE along the east line of said 167.461 acres tract, some being the west line of said Lot 32, Glenwood Phase 5, the west line of the remainder of the said 367.15 acres tract and the west line of said 46.14 acres tract, N07°42'22"E a distance of 1,791.10 feet to calculated point, and N62°14'16"W a distance of 88.32 feet to the POINT OF BEGINNING;

THENCE into and across said 167.461 acres tract, the following twenty six (26) courses and distances:

1. N00°13'07"W a distance of 110.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
2. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N55°13'07"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
3. N09°44'57"E a distance of 24.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
4. N00°13'07"W a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
5. S09°48'33"W a distance of 7.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
6. N18°57'05"E a distance of 123.47 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
7. N18°57'05"E a distance of 12.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
8. N02°55'25"E a distance of 134.58 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
9. N07°45'44"W a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
10. N12°58'23"W a distance of 123.47 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
11. N18°57'05"E a distance of 74.54 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
12. N00°12'44"W a distance of 80.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
13. N43°17'48"W a distance of 135.25 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
14. N43°15'03"W a distance of 144.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
15. N09°25'53"W a distance of 151.06 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
16. N55°52'06"E a distance of 152.58 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
17. with the arc of a curve to the left a distance of 10.66 feet, said curve having a radius of 61.00 feet, a central angle of 31°36'46", and a chord bearing S28°38'07"E a distance of 10.66 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
18. with the arc of a curve to the right a distance of 18.00 feet, said curve having a radius of 34.00 feet, a central angle of 45°21'40", and a chord bearing S22°46'43"E a distance of 18.51 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
19. N49°54'09"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
20. with the arc of a curve to the right a distance of 28.18 feet, said curve having a radius of 675.00 feet, a central angle of 02°32'27", and a chord bearing N01°02'26"E a distance of 29.37 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
21. with the arc of a curve to the right a distance of 16.46 feet, said curve having a radius of 10.00 feet, a central angle of 94°19'00", and a chord bearing N57°36'17"E a distance of 14.66 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
22. S62°14'28"E a distance of 109.56 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
23. with the arc of a curve to the left a distance of 176.87 feet, said curve having a radius of 355.00 feet, a central angle of 28°33'17", and a chord bearing S12°27'27"E a distance of 176.15 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
24. S24°02'06"E a distance of 130.24 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
25. with the arc of a curve to the right a distance of 530.58 feet, said curve having a radius of 4465.00 feet, a central angle of 34°37'13", and a chord bearing S07°31'43"E a distance of 502.85 feet to a 1/2-inch iron rod with plastic cap stamped "HALF" set,
26. S09°48'33"W a distance of 34.41 feet to said POINT OF BEGINNING and containing 5.85 acres.



FINAL PLAT OF CROSS CREEK SUBDIVISION PHASE 1

109.54 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT NO. 271

PAGE 7 OF 8

PLAT NOTES

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM UDC REQUIREMENTS.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET SIDE PROPERTY LINES.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION. WITH THE FOLLOWING EXCEPTION: CARL STEIN DRIVE WILL BE PROVIDED WITH AN 8' SIDEWALK ON THE NORTH SIDE OF THE STREET.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- IN ORDER TO PROVIDE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FEMA BOUNDARY MAP FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 4845105020, EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
PHONE/CABLE: SPECTRUM BUSINESS (FORMERLY TIME WARNER CABLE)
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY USE, UNLESS OTHERWISE SPECIFIED.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- AMENITY LOT (BLOCK Q, LOT 1), GREENLINK LOTS (BLOCK A, LOT 46; AND BLOCK W, LOT 38) AND ALL LANDSCAPING WITHIN RIGHT-OF-WAY OF BRIDGES OF CROSS CREEK BOULEVARD SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE CROSS CREEK PLANNED UNIT DEVELOPMENT.
- NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
- PARKLAND (BLOCK A, LOT 34; BLOCK G, LOT 8); AND BLOCK W, LOT 31) TO BE DEDICATED AND CONVEYED BY DEED, SHALL BE OWNED AND MAINTAINED BY THE CITY OF HUTTO.
- A THREE (3) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF THE INTERIOR LOT LINE SHARED BY THE FOLLOWING LOTS: BLOCK A, LOTS 42-43; BLOCK H, LOTS 49-50; BLOCK K, LOTS 16-17 & LOTS 22-23; BLOCK M, LOTS 16-17 & LOTS 22-23; BLOCK P, LOTS 5-6 & LOTS 9-10; BLOCK T, LOTS 12-13 & LOTS 13-14; AND BLOCK U, LOTS 1-2.
- THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 50%. THE FOLLOWING BLOCK AND LOT NUMBERS SHALL BE ALLOWED NON-IMPERVIOUS COVER PER LOT: BLOCK K, LOTS 15-25; BLOCK P, LOTS 1-14; BLOCK Q, LOTS 1-7; AND BLOCK U, LOTS 1-32.

CITY OF HUTTO DEVELOPMENT SERVICES
220 U.S. 79 EAST, SUITE #100,
HUTTO, TX 78634
512-759-3479

WATER AND WASTEWATER SERVICE:
CITY OF HUTTO ENGINEERING
220 U.S. 79 EAST, SUITE #100,
HUTTO, TX 78634
CONTACT: SAMUEL T. RAY, P.E.
512-759-5888

FIRE DEPARTMENT:
WILLIAMSON COUNTY ESD#9
301 EXCHANGE BLVD.
HUTTO, TEXAS 78634
512-759-2616

ELECTRIC SERVICE:
ONCOR
290 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
CONTACT: CHRIS TERHEIJN
512-346-5070

GAS SERVICE:
ATMOS ENERGY
CONTACT: MARTIN PEREZ
512-415-8425

TV CABLE SERVICE:
SPECTRUM BUSINESS
(FORMERLY TIME WARNER CABLE)
CONTACT: CHRIS TERHEIJN
205-602-6792

TV CABLE SERVICE:
CENTURYLINK
CONTACT: MORGANNE MISSOURI
281-560-0913

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THAT CERTAIN 109.54 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A PART OF A CERTAIN 187.48 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018105406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THERE ARE NO LIES, HOLDERS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON.

THIS SUBDIVISION IS TO BE KNOWN AS "CROSS CREEK SUBDIVISION PHASE 1."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12th DAY OF August, 2019

BY: Matthew Scrivener
MATTHEW SCRIVENER, LAND DEVELOPMENT VICE PRESIDENT
MERITAGE HOMES OF TEXAS, LLC
8020 BUSINESS PARK DRIVE, SUITE 330
AUSTIN, TX 78759

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THE 12th DAY OF August, 2019

BY: MATTHEW SCRIVENER, LAND DEVELOPMENT VICE PRESIDENT OF MERITAGE HOMES OF TEXAS, LLC,
WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 12th DAY OF August, 2019

Elizabeth Mayle
NOTARY PUBLIC, STATE OF TEXAS

Elizabeth Mayle 7-20-2022
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, DAN H. CLARK, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT AUSTIN, WILLIAMSON COUNTY, TEXAS, THIS 12th DAY OF August, 2019

Dan H. Clark
DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6011
STATE OF TEXAS
HALFF ASSOCIATES, INC.
TIFB, FIRM REGISTRATION NO. 10029607
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729

8-12-2019
DATE



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 4845105020, EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY. THE 1% CHANCE FLOODPLAINS SHOWN ON THIS PLAT ARE PRELIMINARY FEMA FLOODPLAINS, PROVIDED BY THE CITY OF HUTTO, AND CONSIDERED TO BE THE BEST AVAILABLE DATA AT THIS TIME.

I, NICHOLAS P. LESCHKE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

Nicholas P. Leschke
NICHOLAS P. LESCHKE, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 130255
STATE OF TEXAS
HALFF ASSOCIATES, INC.
TIFB FIRM REGISTRATION NO. 812
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102

8/12/2019
DATE



STREET NAMES APPROVED

Doreen Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Teresa Baker

8/12/19
DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 15th DAY OF November, 2019

Doreen Baker 8/14/2019 Shirley Hale 8/14/2019
CLERK OF COURT CITY SECRETARY
Loore Hale

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16th DAY OF August, 2019, A.D., at 9:40 A.M., AND DULY RECORDED THIS 16th DAY OF August, 2019, A.D., at 9:57 A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2019075999

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: Brenda McKinnis DEPUTY
Brenda McKinnis



HALFF

9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729
TEL: 512-346-5070
FAX: 512-346-5070

FINAL PLAT OF CROSS CREEK SUBDIVISION PHASE 1

109.54 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT NO. 271

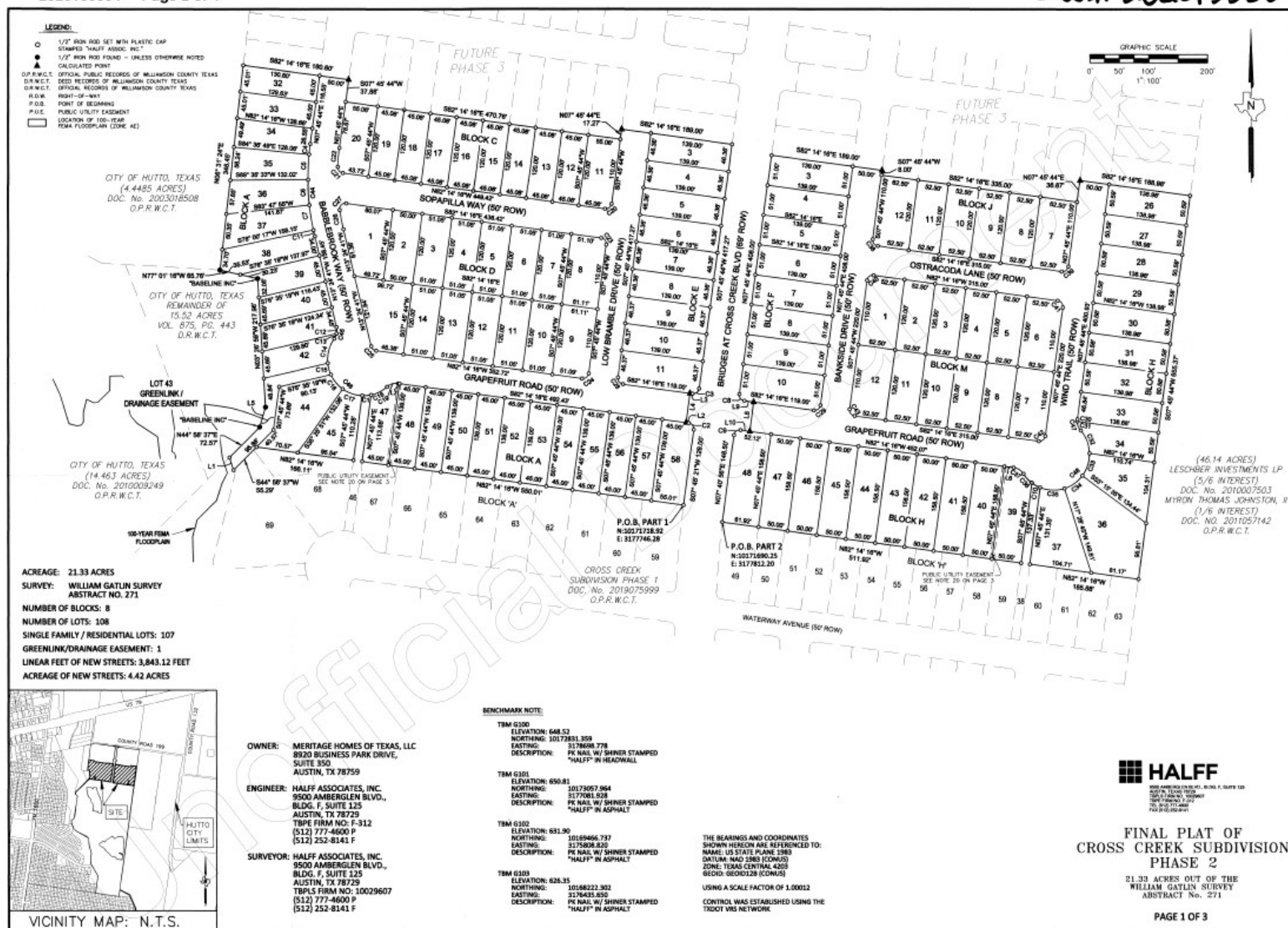
PAGE 8 OF 8

BUILDING SETBACKS						
	FRONT	GARAGE DOOR	SIDE	SIDE STREET	REAR	BUILDING HEIGHT
TYPICAL LOT (50+ LOT)	20 FT.	25 FT.	5 FT.	10 FT.	10 FT.	35 FT. / 2.5 STORES
TYPICAL LOT (40-49 LOT)	20 FT.	25 FT.	5 FT.	10 FT.	10 FT.	35 FT. / 2.5 STORES
CUL-DE-SAC OR BULK LOT	15 FT.	20 FT.	5 FT.	10 FT.	5 FT.	35 FT. / 2.5 STORES
ACCESSORY BUILDING	*SEE NOTE	*SEE NOTE	5 FT.	15 FT.	5 FT.	15 FT.
* ACCESSORY BUILDINGS ARE PROHIBITED BETWEEN THE FRONT BUILDING WALL OF THE PRIMARY STRUCTURE AND THE PUBLIC RIGHT OF WAY.						
* DETACHED GARAGES NEED TO MAINTAIN THE 25-FOOT FRONT YARD GARAGE DOOR SETBACK.						
1. ACCESSORY STRUCTURES MUST BE PLACED AT LEAST 10 FT. OR A LESSER OR GREATER DISTANCE EQUIVALENT TO THEIR HEIGHT FROM PRIMARY STRUCTURES ON A SITE.						
2. PRIMARY STRUCTURE MUST BE ORIENTED WHERE THE FRONT FACADE IS PARALLEL TO AND FACED THE STREET AS MUCH AS POSSIBLE, AND NOT ANOTHER BUILDING OR AN ADJACENT LOT. ON CORNER LOTS, HOUSES MAY FACE THE CORNER OR EITHER FRONTING STREET. THIS IS IN ACCORDANCE TO SECTION 10.404.2.2 BUILDING ORIENTATION IN CHAPTER 10 SITE DESIGN STANDARDS OF THE UDC.						
3. BUILDING PERMITTING DOES NOT APPLY TO ACCESSORY STRUCTURES NO MORE THAN 200 SQ. FT.						

EXHIBIT B-2 – CROSS CREEK PHASE 2 PLAT

2020133504 Page 2 of 4

Doc#2020133504



Curve Table				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	61.00'	15.42'	15.38'	S84°59'19"W
C2	10.00'	15.71'	14.14'	S37°14'16"E
C3	10.00'	15.71'	14.14'	S52°45'44"W
C4	425.00'	17.62'	17.62'	N06°34'28"E
C5	425.00'	42.98'	42.98'	S02°29'22"W
C6	425.00'	42.98'	42.98'	S03°18'16"E
C7	425.00'	42.98'	42.98'	S09°00'54"E
C8	10.00'	15.71'	14.14'	N37°14'16"W
C9	10.00'	15.71'	14.14'	N52°45'44"E
C10	61.00'	16.20'	16.15'	N60°29'36"W
C11	425.00'	10.50'	10.50'	S12°42'12"E
C12	34.00'	10.93'	10.83'	N07°22'05"W
C13	24.00'	9.51'	9.45'	N24°01'37"E
C14	61.00'	43.53'	42.61'	S14°56'14"W
C15	61.00'	20.10'	20.01'	S14°56'34"E
C16	61.00'	32.14'	31.77'	S39°28'31"E
C17	61.00'	35.35'	34.85'	S71°10'09"E
C18	61.00'	30.63'	30.31'	N63°21'33"E
C19	24.00'	20.44'	19.83'	S73°22'03"W
C20	10.00'	15.71'	14.14'	S52°45'44"W
C21	10.00'	14.85'	13.52'	N39°41'59"W
C22	375.00'	32.23'	32.22'	N05°18'01"E
C23	10.00'	15.71'	14.14'	S37°14'16"E
C24	10.00'	15.71'	14.14'	S52°45'44"W
C25	10.00'	12.01'	11.30'	N47°49'28"W
C26	375.00'	33.09'	33.08'	N10°53'00"W
C27	10.00'	18.52'	15.99'	N44°42'12"E
C28	10.00'	15.71'	14.14'	S37°14'16"E
C29	10.00'	15.71'	14.14'	N52°45'44"E
C30	24.00'	3.76'	3.76'	S03°16'30"W
C31	24.00'	16.68'	16.34'	S21°07'12"E
C32	61.00'	42.29'	41.44'	N21°10'05"W
C33	61.00'	40.51'	39.77'	N17°42'56"E
C34	61.00'	38.09'	37.48'	N54°37'50"E
C35	61.00'	41.93'	41.10'	S87°47'22"E
C36	61.00'	20.70'	20.60'	S43°10'02"E
C37	24.00'	20.44'	19.83'	N67°50'34"W
C38	10.00'	15.71'	14.14'	S37°14'16"E
C39	10.00'	15.71'	14.14'	N52°45'44"E
C40	10.00'	15.71'	14.14'	S52°45'44"W
C41	10.00'	15.71'	14.14'	N37°14'16"W
C42	10.00'	15.71'	14.14'	N52°45'44"E
C43	10.00'	15.71'	14.14'	S37°14'16"E
C44	425.00'	157.06'	156.17'	S02°49'28"E
C45	24.00'	20.44'	19.83'	N10°59'01"E
C46	61.00'	177.16'	121.14'	S47°49'28"E
C47	24.00'	20.44'	19.83'	S16°37'57"E
C48	61.00'	199.71'	121.73'	N52°45'44"E

Line Table		
Line #	Length	Direction
L1	22.45'	N17°59'04"W
L2	4.50'	S82°14'16"E
L3	4.52'	N82°14'16"E
L4	50.00'	S07°45'44"W
L5	35.17'	N16°42'52"E
L6	15.95'	S82°14'16"E
L7	1.93'	S82°14'16"E
L8	50.00'	N07°45'44"E
L9	15.98'	N82°14'16"W
L10	16.00'	S82°14'16"E

LEGAL DESCRIPTION:

BEING A 21.33 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLAMSON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A CALLED 167.461 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO MORTGAGE HOMES OF TEXAS, L.L.C. AN ANNUAL LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 2020133504 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 21.33 ACRES OF LAND, HEREINAFTER DESIGNATED BY PARTS 1 AND 2 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 - 11.09 ACRES

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west right-of-way line of Bridges at Cross Creek Blvd (89' ROW) as delineated by Cross Creek Subdivision Phase 1, a legal subdivision according to the plat of record in Document Number 2020079998 of said O.P.R.W.C.T., same being the northeast corner of Lot 58, Block A, said Cross Creek Subdivision Phase 1 for the southeast corner of said 11.09 acres tract and this tract;

THENCE with the north line of said Cross Creek Subdivision Phase 1, the following seven (7) courses and distances:

1. N82°14'16"W a distance of 550.01 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east line of Lot 46, Block A, said Cross Creek Subdivision Phase 1, same being the northwest corner of Lot 67, Block A, said Cross Creek Subdivision Phase 1;
2. N07°45'44"E a distance of 113.68 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northeast corner of said Lot 46, Block A, Cross Creek Subdivision Phase 1;
3. with the arc of a curve to the right a distance of 15.42 feet, said curve having a radius of 61.00 feet, a central angle of 147°09'00", and a chord bearing S84°59'19"W a distance of 15.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northwest corner of said Lot 46, Block A, Cross Creek Subdivision Phase 1;
4. S07°45'44"W a distance of 120.28 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west line of said Lot 46, Block A, Cross Creek Subdivision Phase 1, same being the northeast corner of Lot 68, Block A, said Cross Creek Subdivision Phase 1;
5. N82°14'16"W a distance of 166.11 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
6. S44°38'37"W a distance of 55.29 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
7. N17°59'04"W a distance of 22.45 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west line of said 167.461 acres tract, same being the south line of the remainder of a called 15.52 acres tract described in a Warranty Deed to the City of Hutto and recorded in Volume 875, Page 443 of the Deed Records of Williamson County, Texas (O.P.R.W.C.T.), same being the most northerly corner of Lot 134, Block A, said Cross Creek Subdivision Phase 1, for the southeast corner of said 11.09 acres tract and this tract;

THENCE with said west line of the 167.461 acres tract, same being the south line of said 15.52 acres tract, N44°42'12"E a distance of 72.52 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found for the southeast corner of said 15.52 acres tract;

CONTINUING with said west line of the 167.461 acres tract, same being the east line of said 15.52 acres tract, the following two (2) courses and distances:

1. N36°42'52"E a distance of 35.17 feet to a 1/2-inch iron rod found;
2. N07°20'59"W a distance of 221.36 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC" found for the northeast corner of said 15.52 acres tract;

CONTINUING with said west line of the 167.461 acres tract, same being the north line of said 15.52 acres tract, N77°02'16"W a distance of 65.76 feet to a 1/2-inch iron rod found at the southeast corner of a called 4.485 acres tract described in a General Warranty Deed to the City of Hutto and recorded in Document Number 2020018508 of said O.P.R.W.C.T.;

CONTINUING with said west line of the 167.461 acres tract, same being the east line of said 4.485 acres tract, N06°32'24"E a distance of 348.45 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set, for the northwest corner of said 11.09 acres tract and this tract;

THENCE into and across said 167.461 acres tract, the following five (5) courses and distances:

1. S82°14'16"E a distance of 180.60 feet to a calculated point;
2. S07°45'44"W a distance of 37.88 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
3. S82°14'16"E a distance of 470.76 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
4. N07°45'44"E a distance of 17.37 feet to a calculated point;
5. S82°14'16"E a distance of 180.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set, in the west right-of-way line of said Bridges at Cross Creek Blvd (89' ROW) for the northeast corner of said 11.09 acres tract and this tract;

THENCE with said west right-of-way line of Bridges at Cross Creek Blvd (89' ROW), the following seven (7) courses and distances:

1. S07°45'44"W a distance of 417.27 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
2. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S52°45'44"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
3. N82°14'16"W a distance of 4.52 feet to a calculated point;
4. S07°45'44"W a distance of 50.00 feet to a calculated point;
5. S82°14'16"E a distance of 4.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
6. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S37°14'16"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
7. S07°45'44"E a distance of 129.00 feet to said POINT OF BEGINNING and containing 11.09 acres.

PART 2 - 10.24 ACRES

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east right-of-way line of said Bridges at Cross Creek Blvd (89' ROW), same being the northwest corner of Lot 49, Block H, said Cross Creek Subdivision Phase 1, for the southeast corner of said 10.24 acres tract and this tract;

THENCE with said east right-of-way line of Bridges at Cross Creek Blvd (89' ROW), the following seven (7) courses and distances:

1. N07°40'56"E a distance of 148.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
2. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N52°45'44"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
3. S82°14'16"E a distance of 16.00 feet to a calculated point;
4. N07°45'44"E a distance of 50.00 feet to a calculated point;
5. N82°14'16"W a distance of 15.98 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
6. with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N17°59'04"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
7. N07°45'44"E a distance of 408.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set, for the northwest corner of said 10.24 acres tract and this tract;

THENCE into and across said 167.461 acres tract, the following five (5) courses and distances:

1. S82°14'16"E a distance of 189.00 feet to a calculated point;
2. S07°45'44"W a distance of 8.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
3. S82°14'16"E a distance of 333.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;
4. N07°45'44"E a distance of 36.87 feet to a calculated point;
5. S82°14'16"E a distance of 188.58 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set, in the east line of said 167.461 acres tract, same being the west line of a called 46.14 acres tract described in a Special Warranty Deed to Lanchester Investments, LP and recorded in Document Number 2010007952 of said O.P.R.W.C.T., for the northeast corner of said 10.24 acres tract and this tract;

THENCE with the east line of said 167.461 acres tract, same being the west line of said 46.14 acres tract, S07°45'44"W a distance of 653.37 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northeast corner of Lot 63, Block H, said Cross Creek Subdivision Phase 1, for the southeast corner of said 10.24 acres tract and this tract;

THENCE with the north line of said Cross Creek Subdivision Phase 1, the following five (5) courses and distances:

1. N82°14'16"W a distance of 185.88 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east line of Lot 38, Block H, said Cross Creek Subdivision Phase 1, same being the northwest corner of Lot 40, Block H, said Cross Creek Subdivision Phase 1;
2. N07°45'44"E a distance of 131.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northeast corner of said Lot 38, Block H, Cross Creek Subdivision Phase 1;
3. with the arc of a curve to the right a distance of 16.30 feet, said curve having a radius of 61.00 feet, a central angle of 157°14'47", and a chord bearing N60°29'36"W a distance of 16.15 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northwest corner of said Lot 38, Block H, Cross Creek Subdivision Phase 1;
4. S07°45'44"W a distance of 137.33 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west line of said Lot 38, Block H, Cross Creek Subdivision Phase 1, same being the northeast corner of Lot 55, Block A, said Cross Creek Subdivision Phase 1;
5. N82°14'16"W a distance of 511.92 feet to said POINT OF BEGINNING and containing 10.24 acres.

PART 1 11.09 ACRES
PART 2 10.24 ACRES
TOTAL 21.33 ACRES



2020 AMENDED DEED, BLOCK F, SURVEY 185
HUTTO, TEXAS 78020
FILED IN PUBLIC RECORDS, 20200807
TAMARA WOOD, CLERK
150 SOUTH 1ST STREET
HUTTO, TEXAS 78020

FINAL PLAT OF CROSS CREEK SUBDIVISION PHASE 2

21.33 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT No. 271

PAGE 2 OF 3

PLAT NOTES:

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL IN CONFORMANCE WITH THE CROSS CREEK PLANNED UNIT DEVELOPMENT (PUD).
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET SIDE PROPERTY LINES.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, WITH THE FOLLOWING EXCEPTION: CARL STERN DRIVE WILL BE PROVIDED WITH AN 8' SIDEWALK ON THE NORTH SIDE OF THE STREET.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE LDC REQUIREMENTS.
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 30 FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0526, EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
NATURAL GAS: ATMOS ENERGY
PHONE/CABLE: SPECTRUM BUSINESS & CENTURYLINK
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY USE, UNLESS OTHERWISE SPECIFIED.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- GREENLINK/DRAINAGE EASEMENT LOT (BLOCK A, LOT 43) AND ALL LANDSCAPING WITHIN RIGHT-OF-WAY OF BRIDGES OF CROSS CREEK BOULEVARD SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE CROSS CREEK PLANNED UNIT DEVELOPMENT (PUD).
- NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPOSED ANALYSIS.
- AS SPECIFIED IN THE 2018 IFC SEC. 0103.0.2, FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
- THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 50%. THE FOLLOWING BLOCK AND LOT NUMBERS SHALL BE ALLOWED 60% IMPERVIOUS COVER PER LOT: BLOCK A, LOTS 39-42 AND BLOCK C, LOTS 12-15.
- A THREE (3) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF THE INTERIOR LOT LINE SHARED BY THE FOLLOWING LOTS: BLOCK A, LOTS 47 & 48 AND BLOCK H, LOTS 39 & 40.

CITY OF HUTTO DEVELOPMENT SERVICES:
500 W. LIVE OAK STREET
HUTTO, TX 78634
512-758-9479

WATER AND WASTEWATER SERVICE:
CITY OF HUTTO ENGINEERING
500 W. LIVE OAK STREET
HUTTO, TX 78634
CONTACT: SAMUEL T. RAY, P.E.
512-758-1589

FIRE DEPARTMENT:
WILLIAMSON COUNTY ESD#3
210 U.S. 75 EAST
HUTTO, TEXAS 78634
512-759-2618

ELECTRIC SERVICE:
ONCOR
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
CONTACT: WILSON GARCIA
512-244-1672

GAS SERVICE:
ATMOS ENERGY
CONTACT: MARTIN PEREZ
512-453-6455

TV CABLE SERVICE:
SPECTRUM BUSINESS
(FORMERLY TIME WARNER CABLE)
CONTACT: CHRIS TERHEIJN
205-602-6792

TV CABLE SERVICE:
CENTURYLINK
CONTACT: MORGAN MISSOURI
281-540-6013

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT HERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THAT CERTAIN 21.33 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF AND A PART OF A CALLED 167 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201805406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THERE ARE NO UNHOLDERS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON.

THIS SUBDIVISION IS TO BE KNOWN AS "CROSS CREEK SUBDIVISION PHASE 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 15TH DAY OF SEPTEMBER, 2020

BY: *Matthew Schriener*
MATTHEW SCHRIENER, LAND DEVELOPMENT VICE PRESIDENT
HERITAGE HOMES OF TEXAS, LLC
8020 BUSINESS PARK DRIVE, SUITE 350
AUSTIN, TX 78759

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THE 2ND DAY OF SEPTEMBER, 2020

BY: MATTHEW SCHRIENER, LAND DEVELOPMENT VICE PRESIDENT OF HERITAGE HOMES OF TEXAS, LLC,
WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 2ND DAY OF SEPTEMBER, 2020

NOTARY PUBLIC IN THE STATE OF TEXAS
CATHERINE DIVISION
Notary # 112216161
14-Commission Expires
09/28/2021

PRINTED NAME: CATHERINE DIVISION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, DAN H. CLARK, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE GROUNDS SURVEYED OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT AUSTIN, WILLIAMSON COUNTY, TEXAS, THIS 24TH DAY OF SEPTEMBER, 2020

DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6011
STATE OF TEXAS
HALFF ASSOCIATES, INC.
7805 FRANK REGISTRATION NO. 10029067
9500 AMBERGLEN BLVD., BLDG. 7, SUITE 125
AUSTIN, TEXAS 78729

9-24-2020



PHASE SUMMARY TABLE

PHASE	LOTS PER PHASE	48' LOTS	80' LOTS	80' LOTS	TOTAL SINGLE FAMILY LOTS	OPEN SPACE LOTS	GREENLINK LOTS	PARK LAND LOTS	ACREAGE PER PHASE
PHASE 2	108	54	53	0	107	0	1	0	21.33

BUILDING SETBACKS

	FRONT	GARAGE DOOR	SIDE	SIDE STREET	REAR	BUILDING HEIGHT
TYPICAL LOT (80' LOT)	20 FT.	25 FT.	5 FT.	15 FT.	10 FT.	35 FT. / 2.5 STORIES
TYPICAL LOT (48' LOT)	20 FT.	25 FT.	5 FT.	10 FT.	10 FT.	35 FT. / 2.5 STORIES
CUL-DE-SAC OR BULK LOT	15 FT.	20 FT.	5 FT.	10 FT.	5 FT.	35 FT. / 2.5 STORIES
ACCESSORY BUILDING	*SEE NOTE	*SEE NOTE	5 FT.	15 FT.	5 FT.	15 FT.

* ACCESSORY BUILDINGS ARE PROHIBITED BETWEEN THE FRONT BUILDING WALL OF THE PRIMARY STRUCTURE AND THE PUBLIC RIGHT OF WAY.

* DETACHED GARAGES NEED TO MAINTAIN THE 25-FOOT FRONT YARD GARAGE DOOR SETBACK.

1. ACCESSORY STRUCTURES MUST BE PLACED AT LEAST 10 FT. OR A LESSER OR GREATER DISTANCE EQUIVALENT TO THEIR HEIGHT FROM PRIMARY STRUCTURES ON A SITE.

2. PRIMARY STRUCTURES MUST BE ORIENTED WHERE THE FRONT FACADE IS PARALLEL TO AND FACING THE STREET AS MUCH AS POSSIBLE, AND NOT ANOTHER DWELLING OR AN ADJACENT LOT. ON CORNER LOTS, HOUSES MAY FACE THE CORNER OR EITHER FRONTING STREET. THIS IS IN ACCORDANCE TO SECTION 10.404.2.2 BUILDING ORIENTATION IN CHAPTER 4 SITE DESIGN STANDARDS OF THE LDC.

3. BUILDING PERMITTING DOES NOT APPLY TO ACCESSORY STRUCTURES NO MORE THAN 200 SQ. FT.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0526, EFFECTIVE DATE, DECEMBER 20, 2015, FOR WILLIAMSON COUNTY.

I, NICHOLAS P. LESCHKE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

Nicholas P. Leschke
NICHOLAS P. LESCHKE, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 130255
STATE OF TEXAS
HALFF ASSOCIATES, INC.
1801 FRANK REGISTRATION NO. 312
1900 AMBERGLEN BLVD., BLDG. 7, SUITE 125
AUSTIN, TEXAS 78729-1102



STREET NAMES APPROVED

Cinder Block
WILLIAMSON COUNTY RECORDING COORDINATOR
CINDY GREGGLES

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE

5TH DAY OF DECEMBER, 2019

Mike Snyder
Mike Snyder, Mayor pro tem

DATE: 10/15/20

HOLLY NAGY, CITY SECRETARY

DATE: 10/15/20

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS THE 15TH DAY OF DECEMBER, 2020

Ashley Lumpkin
ASHLEY LUMPKIN, ASST. EXECUTIVE DIRECTOR

DATE: 10/15/20

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. BISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24TH DAY OF

October, 2020 A.D. AT 2:25 O'CLOCK P.M., AND DULY RECORDED THIS THE 24TH DAY OF

October, 2020 A.D. AT 2:22 O'CLOCK P.M. IN THE OFFICIAL PUBLIC RECORDS OF

SAID COUNTY IN INSTRUMENT NO. 2020133504

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. BISTER, CLERK COUNTY COURT

OF WILLIAMSON COUNTY, TEXAS

BY: *Brande McKeane*
Brande McKeane, DEPUTY

DATE: 10/15/20



HALFF

1801 FRANK REGISTRATION NO. 312
1900 AMBERGLEN BLVD., BLDG. 7, SUITE 125
AUSTIN, TEXAS 78729-1102
FAX: (512) 282-8841

FINAL PLAT OF CROSS CREEK SUBDIVISION PHASE 2

21.33 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT NO. 271

PAGE 3 OF 3

EXHIBIT C – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3

CROSS CREEK PID - HOMEBUYER DISCLOSURE - LOT TYPE 1

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$12,703.78

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Cross Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

Installments		Administrative			
Due 1/31	Principal [a]	Interest [a]	Expenses	Annual Installment	
2022	\$ 144.58	\$ 772.18	\$ 71.60	\$ 988.36	
2023	\$ 154.22	\$ 763.58	\$ 73.03	\$ 990.83	
2024	\$ 163.86	\$ 754.41	\$ 74.49	\$ 992.76	
2025	\$ 173.50	\$ 744.65	\$ 75.98	\$ 994.13	
2026	\$ 183.13	\$ 734.32	\$ 77.50	\$ 994.96	
2027	\$ 192.77	\$ 723.41	\$ 79.05	\$ 995.24	
2028	\$ 202.41	\$ 711.92	\$ 80.63	\$ 994.97	
2029	\$ 221.69	\$ 699.85	\$ 82.25	\$ 1,003.79	
2030	\$ 231.33	\$ 686.63	\$ 83.89	\$ 1,001.85	
2031	\$ 240.97	\$ 672.82	\$ 85.57	\$ 999.36	
2032	\$ 260.24	\$ 658.44	\$ 87.28	\$ 1,005.96	
2033	\$ 269.88	\$ 642.90	\$ 89.03	\$ 1,001.81	
2034	\$ 289.16	\$ 626.77	\$ 90.81	\$ 1,006.74	
2035	\$ 298.80	\$ 609.49	\$ 92.62	\$ 1,000.92	
2036	\$ 318.08	\$ 591.64	\$ 94.48	\$ 1,004.19	
2037	\$ 337.35	\$ 572.62	\$ 96.36	\$ 1,006.34	
2038	\$ 356.63	\$ 552.44	\$ 98.29	\$ 1,007.36	
2039	\$ 375.91	\$ 531.11	\$ 100.26	\$ 1,007.27	
2040	\$ 404.82	\$ 508.61	\$ 102.26	\$ 1,015.70	
2041	\$ 424.10	\$ 484.37	\$ 104.31	\$ 1,012.78	
2042	\$ 453.02	\$ 458.98	\$ 106.39	\$ 1,018.39	
2043	\$ 472.30	\$ 431.84	\$ 108.52	\$ 1,012.66	
2044	\$ 501.21	\$ 403.55	\$ 110.69	\$ 1,015.45	
2045	\$ 530.13	\$ 373.52	\$ 112.91	\$ 1,016.55	
2046	\$ 559.04	\$ 341.74	\$ 115.16	\$ 1,015.95	
2047	\$ 597.60	\$ 308.23	\$ 117.47	\$ 1,023.30	
2048	\$ 626.51	\$ 272.40	\$ 119.82	\$ 1,018.73	
2049	\$ 665.07	\$ 234.82	\$ 122.21	\$ 1,022.11	
2050	\$ 703.62	\$ 194.93	\$ 124.66	\$ 1,023.21	
2051	\$ 742.18	\$ 152.71	\$ 127.15	\$ 1,022.04	
2052	\$ 780.73	\$ 108.18	\$ 129.69	\$ 1,018.61	
2053	\$ 828.93	\$ 61.32	\$ 132.29	\$ 1,022.54	
Total	\$ 12,703.78	\$ 16,384.38	\$ 3,166.68	\$ 32,254.84	

[a] Per the City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from Loan Agreement and LOM.

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.

ANNUAL INSTALLMENTS - LOT

TYPE 1

CROSS CREEK PID - HOMEBUYER DISCLOSURE - LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$14,093.66

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Cross Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installments		Administrative			
Due 1/31	Principal [a]	Interest [a]	Expenses	Annual Installment	
2022	\$ 160.40	\$ 856.66	\$ 79.43	\$	1,096.49
2023	\$ 171.09	\$ 847.12	\$ 81.02	\$	1,099.23
2024	\$ 181.78	\$ 836.94	\$ 82.64	\$	1,101.37
2025	\$ 192.48	\$ 826.12	\$ 84.30	\$	1,102.90
2026	\$ 203.17	\$ 814.66	\$ 85.98	\$	1,103.81
2027	\$ 213.86	\$ 802.56	\$ 87.70	\$	1,104.12
2028	\$ 224.56	\$ 789.81	\$ 89.46	\$	1,103.82
2029	\$ 245.94	\$ 776.42	\$ 91.24	\$	1,113.61
2030	\$ 256.64	\$ 761.75	\$ 93.07	\$	1,111.46
2031	\$ 267.33	\$ 746.43	\$ 94.93	\$	1,108.70
2032	\$ 288.72	\$ 730.48	\$ 96.83	\$	1,116.02
2033	\$ 299.41	\$ 713.23	\$ 98.77	\$	1,111.41
2034	\$ 320.80	\$ 695.35	\$ 100.74	\$	1,116.89
2035	\$ 331.49	\$ 676.18	\$ 102.76	\$	1,110.42
2036	\$ 352.88	\$ 656.36	\$ 104.81	\$	1,114.05
2037	\$ 374.26	\$ 635.27	\$ 106.91	\$	1,116.44
2038	\$ 395.65	\$ 612.88	\$ 109.05	\$	1,117.58
2039	\$ 417.04	\$ 589.21	\$ 111.23	\$	1,117.47
2040	\$ 449.11	\$ 564.25	\$ 113.45	\$	1,126.82
2041	\$ 470.50	\$ 537.37	\$ 115.72	\$	1,123.59
2042	\$ 502.58	\$ 509.19	\$ 118.03	\$	1,129.81
2043	\$ 523.97	\$ 479.09	\$ 120.40	\$	1,123.45
2044	\$ 556.05	\$ 447.70	\$ 122.80	\$	1,126.55
2045	\$ 588.13	\$ 414.38	\$ 125.26	\$	1,127.77
2046	\$ 620.21	\$ 379.13	\$ 127.76	\$	1,127.10
2047	\$ 662.98	\$ 341.95	\$ 130.32	\$	1,135.25
2048	\$ 695.06	\$ 302.20	\$ 132.93	\$	1,130.18
2049	\$ 737.83	\$ 260.51	\$ 135.58	\$	1,133.93
2050	\$ 780.60	\$ 216.26	\$ 138.30	\$	1,135.16
2051	\$ 823.38	\$ 169.42	\$ 141.06	\$	1,133.86
2052	\$ 866.15	\$ 120.01	\$ 143.88	\$	1,130.05
2053	\$ 919.62	\$ 68.03	\$ 146.76	\$	1,134.41
Total	\$ 14,093.66	\$ 18,176.94	\$ 3,513.13	\$	35,783.73

[a] Per the City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from Loan Agreement and LOM.

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.

CROSS CREEK PID - HOMEBUYER DISCLOSURE - LOT TYPE 3

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$14,093.66

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Cross Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Installments		Administrative			
Due 1/31	Principal [a]	Interest [a]	Expenses	Annual Installment	
2022	\$ 160.40	\$ 856.66	\$ 79.43	\$	1,096.49
2023	\$ 171.09	\$ 847.12	\$ 81.02	\$	1,099.23
2024	\$ 181.78	\$ 836.94	\$ 82.64	\$	1,101.37
2025	\$ 192.48	\$ 826.12	\$ 84.30	\$	1,102.90
2026	\$ 203.17	\$ 814.66	\$ 85.98	\$	1,103.81
2027	\$ 213.86	\$ 802.56	\$ 87.70	\$	1,104.12
2028	\$ 224.56	\$ 789.81	\$ 89.46	\$	1,103.82
2029	\$ 245.94	\$ 776.42	\$ 91.24	\$	1,113.61
2030	\$ 256.64	\$ 761.75	\$ 93.07	\$	1,111.46
2031	\$ 267.33	\$ 746.43	\$ 94.93	\$	1,108.70
2032	\$ 288.72	\$ 730.48	\$ 96.83	\$	1,116.02
2033	\$ 299.41	\$ 713.23	\$ 98.77	\$	1,111.41
2034	\$ 320.80	\$ 695.35	\$ 100.74	\$	1,116.89
2035	\$ 331.49	\$ 676.18	\$ 102.76	\$	1,110.42
2036	\$ 352.88	\$ 656.36	\$ 104.81	\$	1,114.05
2037	\$ 374.26	\$ 635.27	\$ 106.91	\$	1,116.44
2038	\$ 395.65	\$ 612.88	\$ 109.05	\$	1,117.58
2039	\$ 417.04	\$ 589.21	\$ 111.23	\$	1,117.47
2040	\$ 449.11	\$ 564.25	\$ 113.45	\$	1,126.82
2041	\$ 470.50	\$ 537.37	\$ 115.72	\$	1,123.59
2042	\$ 502.58	\$ 509.19	\$ 118.03	\$	1,129.81
2043	\$ 523.97	\$ 479.09	\$ 120.40	\$	1,123.45
2044	\$ 556.05	\$ 447.70	\$ 122.80	\$	1,126.55
2045	\$ 588.13	\$ 414.38	\$ 125.26	\$	1,127.77
2046	\$ 620.21	\$ 379.13	\$ 127.76	\$	1,127.10
2047	\$ 662.98	\$ 341.95	\$ 130.32	\$	1,135.25
2048	\$ 695.06	\$ 302.20	\$ 132.93	\$	1,130.18
2049	\$ 737.83	\$ 260.51	\$ 135.58	\$	1,133.93
2050	\$ 780.60	\$ 216.26	\$ 138.30	\$	1,135.16
2051	\$ 823.38	\$ 169.42	\$ 141.06	\$	1,133.86
2052	\$ 866.15	\$ 120.01	\$ 143.88	\$	1,130.05
2053	\$ 919.62	\$ 68.03	\$ 146.76	\$	1,134.41
Total	\$ 14,093.66	\$ 18,176.94	\$ 3,513.13	\$	35,783.73

[a] Per the City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from Loan Agreement and LOM.

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 D – CITY AND CORPORATION INTERLOCAL AGREEMENT DEBT SERVICE
SCHEDULE**

Installment Payment Date	Payment Amount
3/15/2019	-
9/15/2019	-
3/15/2020	\$12,384.00
9/15/2020	9,324.00
3/15/2021	77,333.95
9/15/2021	270,799.00
3/15/2022	201,872.12
9/15/2022	273,688.50
3/15/2023	199,674.55
9/15/2023	276,427.25
3/15/2024	197,327.49
9/15/2024	279,015.25
3/15/2025	194,830.99
9/15/2025	281,452.50
3/15/2026	192,185.06
9/15/2026	283,739.00
3/15/2027	189,389.73
9/15/2027	285,874.75
3/15/2028	186,445.03
9/15/2028	287,859.75
3/15/2029	183,350.98
9/15/2029	294,694.00
3/15/2030	179,956.87
9/15/2030	296,226.75
3/15/2031	176,413.48
9/15/2031	297,608.75
3/15/2032	172,720.82
9/15/2032	303,840.00
3/15/2033	168,728.19
9/15/2033	304,769.75
3/15/2034	164,586.36
9/15/2034	310,548.75
3/15/2035	160,144.61
9/15/2035	311,026.25
3/15/2036	155,553.72

9/15/2036	316,353.00
3/15/2037	150,662.99
9/15/2037	321,378.25
3/15/2038	145,472.43
9/15/2038	326,102.00
3/15/2039	139,982.09
9/15/2039	330,524.25
3/15/2040	134,192.00
9/15/2040	339,645.00
3/15/2041	127,951.44
9/15/2041	343,313.50
3/15/2042	121,411.20
9/15/2042	351,680.50
3/15/2043	114,420.56
9/15/2043	354,595.25
3/15/2044	107,130.32
9/15/2044	362,208.50
3/15/2045	99,389.75
9/15/2045	369,369.50
3/15/2046	91,198.91
9/15/2046	376,078.25
3/15/2047	82,557.82
9/15/2047	387,334.75
3/15/2048	73,315.78
9/15/2048	392,988.25
3/15/2049	63,623.58
9/15/2049	403,189.50
3/15/2050	53,330.52
9/15/2050	412,787.75
3/15/2051	42,436.62
9/15/2051	421,783.00
3/15/2052	30,941.94
9/15/2052	430,175.25
3/15/2053	18,846.53
9/15/2053	442,964.50

EXHIBIT E – FORM OF ASSESSMENT TERMINATION NOTICE



Hutto City Hall
500 W Live Oak St
Hutto, TX 78634

[DATE]
Williamson County Clerk's Office
Honorable Nancy E. Rister
405 Martin Luther King St
Georgetown, TX 78626

Re: City of Hutto Lien Release documents for filing

Dear Ms. Rister,

Enclosed is a lien release that the City of Hutto is requesting to be filed in your office. Lien release for [LEGAL DESCRIPTION], created by Document/Instrument [PLAT NO.]. Please forward copies of the field documents below:

City of Hutto
Attn: Holly Nagy
500 W. Live Oak St.
Hutto, TX 78634

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

Sincerely,

A handwritten signature in blue ink, appearing to be 'H. Nagy'.

P3Works, LLC
(817) 393-0353
admin@p3-works.com
www.p3-works.com

AFTER RECORDING RETURN TO:

**Holly Nagy
500 W. Live Oak St.
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 June 7, 2018, the City Council for the City, approved Resolution No. R-18-06-07-9A, creating the Cross Creek Public Improvement District; and

WHEREAS, the Cross Creek Public Improvement District consists of approximately 167.4 contiguous acres located within the City's limited purpose annexed jurisdiction; and

WHEREAS, on or about January 17, 2019, the City Council for the City, adopted Ordinance No. O-19-01-17-9A, (hereinafter referred to as the "Assessment Ordinance") approving the 2018 Service and Assessment Plan and assessment roll for assessed parcels within the Cross Creek Public Improvement District and,

WHEREAS, on or about September 17, 2020, the City Council for the City, adopted Ordinance No. O-2020-035 approving the 2020 Service and Assessment Plan Update and updating the assessment roll within Cross Creek Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [AMOUNT DESCRIPTION (\$ AMOUNT)] (hereinafter referred to as the “Lien Amount”) for the following property:

[LEGAL DESCRIPTION], a subdivision according to the map or plat of record in Document/Instrument No. [PLAT NO.] of the real property 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 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: _____
Warren Hutmacher, City Manager

ATTEST:

Holly Nagy, City Secretary

STATE OF TEXAS

§
§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 20__, by Warren Hutmacher, City Manager for the City of Hutto, Texas, on behalf of said municipality.

Notary Public, State of Texas

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-051 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, September 2, 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 Ordinance No. O-2021-052 accepting and approving an Annual Service Plan Update to the Service and Assessment Plan for the Mustang Creek Public Improvement District. (First Reading)(D.Palumbo)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto - Ordinance Approving 2021 SAP Annual Update for Mustang Creek PID
2. 2021-09-02_HUT_MustangCreek_2021 SAP Update

ORDINANCE NO. O-2021-052

AN ORDINANCE OF THE CITY COUNCIL OF THE OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR THE MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mustang Creek Public Improvement District, (“Mustang Creek PID”), was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9C on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the property in the Mustang Creek PID; and

WHEREAS, on June 20, 2019, the City approved Resolution No. R-19-06-20-9A amending the resolution authorizing and creating the Mustang Creek PID, amending the boundary of the PID to a total of 153.34 acres: and

WHEREAS, on September 5, 2019 the City Council accepted and approved the 2019 Service and Assessment Plan (“2019 SAP”), for the Mustang Creek PID by adopting Ordinance No. O-19-09-05-10H which approved the levy of Special Assessments for Assessed Property within the Mustang Creek PID and the Assessment Roll: and

WHEREAS, the 2019 SAP identified the Authorized Improvements to be provided by the Mustang Creek PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the Mustang Creek PID for the costs of the Authorized Improvement and the City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the Mustang Creek PID, based on the method of assessment identified in the 2019 SAP; and

WHEREAS, pursuant to Texas Local Government Code Chapter 372, the Service and Assessment Plan must be reviewed and updated annually. Attachment “A” is the annual update of the 2018 SAP for 2020 and this Annual Service Plan Update also updates the Assessment Roll for 2020.

WHEREAS, On October 1, 2020, the City approved the 2020 Annual Service Plan Update for the Mustang Creek PID and the 2020 and the Annual Service Plan Update also updated the Assessment Roll for 2020; and

WHEREAS, pursuant to Texas Local Government Code Chapter 372, the Service and Assessment Plan must be reviewed and updated annually. Attachment “A” is the annual update of the 2018 SAP for 2021 and this Annual Service Plan Update also updates the Assessment Roll for 2021.

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

SECTION I.

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION II. Annual Service Plan Update to the Service and Assessment Plan.

The Annual Service Plan Update as accepted, approved, and recorded in the September 5, 2019 minutes is hereby incorporated in this Ordinance as if set forth herein, and the City Council hereby accepts and approves the Annual Service Plan Update, as stated on Attachment "A".

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. Open Meetings 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 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VII. Effective Date

This ordinance shall take effect and be in force as allowed by law and in accordance with the Charter of the City of Hutto, Texas.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

By: _____
Holly Nagy, City Secretary

Adopted by the City Council for the City of Hutto, Texas, on first reading on the 17th day of September, 2020.

City Charter Sec. 3.13, Ordinances in General, the requirements for reading on two separate days was dispensed with by affirmative vote of all the City Council members present. Motion made by _____ to dispense with second reading. Motion seconded by _____.

(Record the vote)



**MUSTANG CREEK
PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE
SEPTEMBER 2, 2021**

INTRODUCTION

Capitalized terms used in this 2021 Annual Service Plan Update shall have the meanings set forth in the 2019 Service and Assessment Plan (the “2019 SAP”), used for the levying of Special Assessments.

The PID was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9C on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the property in the PID.

On June 20, 2019, the City approved Resolution No. R-19-06-20-9A amending the resolution authorizing and creating the Mustang Creek Public Improvement District, amending the boundary of the PID to a total of 153.34 acres.

On September 5, 2019, the City Council accepted and approved the 2019 SAP for the PID by adopting an Ordinance No. O-19-09-05-10H which approved the levy of Special Assessments for Assessed Property within the PID and the Assessment Roll.

The 2019 SAP identified the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the 2019 SAP.

On October 1, 2020, the City Council accepted and approved the 2020 SAP Update for the PID by adopting Ordinance No. O-2020-034 which updated the Assessment Roll for the PID.

Pursuant to Texas Local Government Code Chapter 372, the SAP must be reviewed and updated annually. This document is the annual update of the SAP for 2021. This Annual Service Plan Update also updates the Assessment Roll for 2021.

LISTED EVENTS

There have not been any Listed Events in the PID.

PARCEL SUBDIVISION

The following plats have been recorded within the PID:

- The Mustang Creek Phase 1 Plat was filed and recorded within the Williamson County Official Public Records on September 17, 2020. The Mustang Creek Phase 1 Plat consists of 143 residential Lots and 19 Non-Benefited Lots. The recorded Mustang Creek Phase 1 Plat is attached as **Exhibit E-1**.
- The Mustang Creek Phase 2 Plat was filed and recorded within the Williamson County Official Public Records on October 30, 2020. The Mustang Creek Phase 2 Plat consists of 65 residential Lots and 9 Non-Benefited Lots. The recorded Mustang Creek Phase 2 Plat is attached as **Exhibit E-2**.
- The Mustang Creek Phase 3 Plat was filed and recorded within the Williamson County Official Public Records on November 4, 2020. The Mustang Creek Phase 3 Plat consists of 90 residential Lots and 5 Non-Benefited Lots. The recorded Mustang Creek Phase 3 Plat is attached as **Exhibit E-3**.

LOT AND HOME SALES

As of March 31, 2021, Phase 1 of the development is under construction and will consist of 143 single family homes. Construction has begun on 59 lots within Phase 1. No lots have closed with end users. The estimated date of completion for all units is October 2024.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$9,305,000.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$676,122.38.
- **Administrative Expenses** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$36,414.00.

Due January 31, 2022		
Mustang Creek PID		
Principal	\$	105,000.00
Interest	\$	571,122.38
Administrative Expenses	\$	36,414.00
Total Annual Installment	\$	712,536.38

Exhibit B shows the projected Annual Installments for the PID. See **Exhibit C** for the debt service schedule for the Special Assessments as shown in the Interlocal Agreement between the City and the River Creek Development Corporation.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

No full prepayments of Special Assessments have occurred within the PID.

PARTIAL PREPAYMENT OF SPECIAL ASSESSMENTS

No partial prepayments of Special Assessments have occurred within the PID.

AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements has been revised to \$8,347,842 as shown on the table below. All Authorized Improvements were completed and accepted by the City in January of 2021.

Authorized Improvements	Original SAP Budget ¹	Revised Budget ^{2 3}	Delta ⁴	Actual Spent ⁵	% Complete
Authorized Improvements					
Site Work, Site Grading and Drainage	\$ 1,389,227	\$ 1,226,552	\$ (162,675)	\$ 1,226,552	100.00%
Neighborhood Streets	\$ 1,614,035	\$ 1,425,035	\$ (189,000)	\$ 1,425,035	100.00%
Wastewater	\$ 1,931,906	\$ 1,705,684	\$ (226,222)	\$ 1,705,684	100.00%
Erosion and Sedimentation Control	\$ 33,251	\$ 29,357	\$ (3,894)	\$ 29,357	100.00%
Engineering and Planning Costs	\$ 1,904,268	\$ 1,681,284	\$ (222,984)	\$ 1,681,284	100.00%
Parks and Open Space	\$ 2,582,313	\$ 2,279,930	\$ (302,383)	\$ 2,279,930	100.00%
	\$ 9,455,000	\$ 8,347,842	\$ (1,107,158)	\$ 8,347,842	100.00%
Loan Expenses					
Original Issue Discount	\$ -	\$ 225,671	\$ 225,671	\$ 225,671	100.00%
Deposit to Reserve Fund	\$ -	\$ 317,745	\$ 317,745	\$ 317,745	100.00%
Deposit to Cost of Issuance Account	\$ -	\$ 563,742	\$ 563,742	\$ 563,742	100.00%
	\$ -	\$ 1,107,158	\$ 1,107,158	\$ 1,107,158	100.00%
Authorized Improvements Plus Loan Expenses	\$ 9,455,000	\$ 9,455,000	\$ -	\$ 9,455,000	100.00%

Footnotes:

¹As shown in Original SAP approved August 27, 2019 and Exhibit B to the "Form of Tax Certificate" included in the Interlocal Agreement between the City of Hutto and the River Creek Development Corporation, dated September 5, 2019.

² Revised budget per the Quarterly Report prepared by the developer for the period ending December 31, 2019.

³ The revised budget matches the \$8,347,841.40 authorized to be paid to the developer pursuant to Section 5.02(a) of the Construction Contract dated September 5, 2019 and the deposit to the Project Fund from the funding of the loan, on page 1 of the Closing Memorandum dated October 3, 2019.

⁴ The change in the budget matches the \$1,107,158.50 in costs incurred in the loan, on page 1 of the Closing Memorandum dated October 3, 2019.

⁵ Per the Quarterly Report prepared by the developer for the period ending March 31, 2021.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Mustang Creek PID					
Annual Installments Due	1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal	\$ 105,000.00	\$ 110,000.00	\$ 115,000.00	\$ 120,000.00	\$ 130,000.00
Interest	\$ 571,122.38	\$ 564,720.00	\$ 558,012.76	\$ 551,000.62	\$ 543,683.62
(1)	\$ 676,122.38	\$ 674,720.00	\$ 673,012.76	\$ 671,000.62	\$ 673,683.62
Administrative Expenses (2)	\$ 36,414.00	\$ 37,142.28	\$ 37,885.13	\$ 38,642.83	\$ 39,415.68
Total Annual Installment (3) = (1) + (2)	\$ 712,536.38	\$ 711,862.28	\$ 710,897.89	\$ 709,643.45	\$ 713,099.30

ASSESSMENT ROLL

The list of current Parcels or Lots within the PID, the corresponding total Special Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Property Address	Lot Type	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment due 1/31/22
R582910	FM 1660	Unplatted	\$ 3,814,128.71	\$ 292,069.37
R599888	400 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599889	402 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599890	404 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599891	406 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599892	408 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599893	410 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599894	412 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599895	100 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599896	102 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599897	104 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599898	106 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599899	108 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599900	110 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599901	112 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599902	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599903	114 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599904	116 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599905	118 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599906	120 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599907	122 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599908	124 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599909	126 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599910	128 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599911	130 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599912	132 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599913	134 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599914	136 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599915	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599916	200 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599917	202 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599918	204 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599919	206 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599920	208 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599921	210 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599922	212 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599923	214 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599924	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599925	216 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599926	218 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96

Property ID	Property Address	Lot Type	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment due 1/31/22
R599927	220 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599928	222 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599929	224 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599930	226 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599931	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599932	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599933	302 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599934	304 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599935	306 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599936	308 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599937	310 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599938	312 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599939	314 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599940	316 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599941	318 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599942	320 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599943	322 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599944	324 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599945	326 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599946	328 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599947	330 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599948	332 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599949	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599950	327A BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599951	325 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599952	323 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599953	321 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599954	319 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599955	317 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599956	315 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599957	313 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599958	311 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599959	309 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599960	307 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599961	305 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599962	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599963	303 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599964	301 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599965	229 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599966	227 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599967	225 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599968	223 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599969	221 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599970	219 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599971	217 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599972	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599973	215 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599974	213 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599975	211 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599976	209 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96

Property ID	Property Address	Lot Type	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment due 1/31/22
R599977	207 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599978	205 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599979	203 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599980	201 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599981	BIG CYPRESS BAYOU RD	Non-Benefited	\$ -	\$ -
R599982	504 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R599983	502 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R599984	500 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R599985	412 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R599986	410 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R599987	408 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R599988	BIG CYPRESS BAYOU RD	Non-Benefited	\$ -	\$ -
R599989	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R599990	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R599991	310 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R599992	103 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599993	105 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599994	107 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599995	111 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599996	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R599997	113 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599998	115 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R599999	117 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600000	119 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600001	121 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600002	123 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600003	125 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600004	127 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600005	129 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600006	131 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600007	133 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600008	135 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R600009	BIG SANDY CREEK DR	Non-Benefited	\$ -	\$ -
R600010	234 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600011	232 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600012	230 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600013	228 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600014	226 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600015	224 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600016	222 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600017	220 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600018	218 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600019	216 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600020	214 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600021	212 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600022	LAVACA RIVER LN	Non-Benefited	\$ -	\$ -
R600023	201 LAVACA RIVER LN	Non-Benefited	\$ -	\$ -
R600024	203 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600025	205 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600026	207 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96

Property ID	Property Address	Lot Type	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment due 1/31/22
R600027	209 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600028	211 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600029	LAVACA RIVER LN	Non-Benefited	\$ -	\$ -
R600030	213 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600031	215 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600032	217 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600033	219 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600034	221 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600035	223 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600036	225 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600037	227 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600038	229 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600039	231 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600040	233 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600041	235 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600042	LAVACA RIVER LN	Non-Benefited	\$ -	\$ -
R600043	210 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600044	208 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600045	206 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600046	204 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600047	202 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600048	200 LAVACA RIVER LN	1	\$ 18,425.74	\$ 1,410.96
R600049	109 BIG SANDY CREEK DR	1	\$ 18,425.74	\$ 1,410.96
R602143	101 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602144	103 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602145	105 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602146	107 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602147	109 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602148	111 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602149	113 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602150	WICHITA RIVER RD	Non-Benefited	\$ -	\$ -
R602151	117 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602152	119 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602153	121 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602154	123 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602155	115 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602156	127 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602157	129 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602158	131 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602159	133 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602160	135 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602161	137 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602162	WICHITA RIVER RD	Non-Benefited	\$ -	\$ -
R602163	136 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602164	134 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602165	132 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602166	130 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602167	128 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602168	126 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602169	124 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96

Property ID	Property Address	Lot Type	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment due 1/31/22
R602170	122 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602171	120 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602172	118 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602173	116 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602174	114 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602175	WICHITA RIVER RD	Non-Benefited	\$ -	\$ -
R602176	112 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602177	110 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602178	108 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602179	106 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602180	104 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602181	102 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602182	100 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602183	100 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602184	105 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602185	103 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602186	101 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602187	99 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602188	98 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602189	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R602190	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R602191	308 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602192	306 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602193	304 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602194	302 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602195	300 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602196	212 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602197	210 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602198	208 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602199	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R602200	206 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602201	204 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602202	202 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602203	200 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602204	104 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602205	102 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602206	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R602207	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R602208	406 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602209	404 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602210	402 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602211	400 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602212	312 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602213	310 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602214	308 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602215	BIG CYPRESS BAYOU RD	Non-Benefited	\$ -	\$ -
R602218	125 WICHITA RIVER RD	1	\$ 18,425.74	\$ 1,410.96
R602247	228 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602248	226 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602249	224 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96

Property ID	Property Address	Lot Type	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment due 1/31/22
R602250	222 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602251	220 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602252	218 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602253	216 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602254	214 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602255	212 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602256	210 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602257	GREENS BAYOU TRL	Non-Benefited	\$ -	\$ -
R602258	208 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602259	206 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602260	204 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602261	202 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602262	200 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602263	106 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602264	104 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602265	102 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602266	227 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602267	225 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602268	223 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602269	221 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602270	219 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602271	217 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602272	215 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602273	213 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602274	211 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602275	209 GREENS BAYOU TRL	1	\$ 18,425.74	\$ 1,410.96
R602276	102 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602277	104 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602278	106 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602279	108 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602280	109 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602281	107 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602282	105 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602283	103 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602284	101 TRINITY RIVER RUN	1	\$ 18,425.74	\$ 1,410.96
R602285	306 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602286	304 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602287	302 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602288	300 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602289	232 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602290	BIG CYPRESS BAYOU RD	Non-Benefited	\$ -	\$ -
R602291	230 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602292	228 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602293	226 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602294	224 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602295	222 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602296	220 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602297	218 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602298	BIG CYPRESS BAYOU RD	Non-Benefited	\$ -	\$ -
R602299	216 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96

			Mustang Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment due 1/31/22
R602300	214 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602301	212 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602302	210 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602303	208 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602304	206 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602305	204 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602306	202 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602307	200 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602308	120 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602309	118 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602310	116 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602311	BIG CYPRESS BAYOU RD	Non-Benefited	\$ -	\$ -
R602312	114 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602313	112 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602314	110 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602315	108 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602316	106 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602317	104 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602318	102 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602319	100 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602320	115 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602321	117 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602322	119 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602323	203 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602324	205 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602325	207 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602326	209 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602327	211 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602328	213 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602329	215 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602330	217 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602331	219 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602332	221 BIG CYPRESS BAYOU RD	1	\$ 18,425.74	\$ 1,410.96
R602333	90 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602334	92 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602335	94 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602336	96 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602337	BARTON CREEK LN	Non-Benefited	\$ -	\$ -
R602338	97 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602339	95 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602340	93 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
R602341	91 BARTON CREEK LN	1	\$ 18,425.74	\$ 1,410.96
Total			\$ 9,305,000	\$ 712,536

EXHIBIT B – PROJECTED ANNUAL INSTALLMENTS

Installments Due 1/31	Principal [a]	Interest [a]	Administrative Expenses	Annual Installment
2022	\$ 105,000	\$ 571,122.38	\$ 36,414	\$ 712,536
2023	\$ 110,000	\$ 564,720.00	\$ 37,142	\$ 711,862
2024	\$ 115,000	\$ 558,012.76	\$ 37,885	\$ 710,898
2025	\$ 120,000	\$ 551,000.62	\$ 38,643	\$ 709,643
2026	\$ 130,000	\$ 543,683.62	\$ 39,416	\$ 713,099
2027	\$ 135,000	\$ 535,756.88	\$ 40,204	\$ 710,961
2028	\$ 140,000	\$ 527,525.26	\$ 41,008	\$ 708,533
2029	\$ 150,000	\$ 518,988.76	\$ 41,828	\$ 710,817
2030	\$ 160,000	\$ 509,842.50	\$ 42,665	\$ 712,507
2031	\$ 165,000	\$ 500,086.50	\$ 43,518	\$ 708,605
2032	\$ 175,000	\$ 490,025.62	\$ 44,388	\$ 709,414
2033	\$ 185,000	\$ 479,355.00	\$ 45,276	\$ 709,631
2034	\$ 195,000	\$ 468,074.62	\$ 46,182	\$ 709,256
2035	\$ 210,000	\$ 456,184.50	\$ 47,105	\$ 713,290
2036	\$ 220,000	\$ 443,379.76	\$ 48,047	\$ 711,427
2037	\$ 230,000	\$ 429,965.26	\$ 49,008	\$ 708,974
2038	\$ 245,000	\$ 415,941.00	\$ 49,989	\$ 710,930
2039	\$ 260,000	\$ 401,002.12	\$ 50,988	\$ 711,991
2040	\$ 275,000	\$ 385,148.62	\$ 52,008	\$ 712,157
2041	\$ 290,000	\$ 368,380.50	\$ 53,048	\$ 711,429
2042	\$ 305,000	\$ 350,697.76	\$ 54,109	\$ 709,807
2043	\$ 325,000	\$ 332,100.38	\$ 55,191	\$ 712,292
2044	\$ 340,000	\$ 312,283.50	\$ 56,295	\$ 708,579
2045	\$ 360,000	\$ 291,552.00	\$ 57,421	\$ 708,973
2046	\$ 380,000	\$ 269,601.00	\$ 58,570	\$ 708,171
2047	\$ 405,000	\$ 246,430.50	\$ 59,741	\$ 711,172
2048	\$ 430,000	\$ 221,735.62	\$ 60,936	\$ 712,671
2049	\$ 455,000	\$ 195,516.38	\$ 62,155	\$ 712,671
2050	\$ 480,000	\$ 167,772.76	\$ 63,398	\$ 711,170
2051	\$ 505,000	\$ 138,504.76	\$ 64,666	\$ 708,170
2052	\$ 535,000	\$ 107,712.38	\$ 65,959	\$ 708,671
2053	\$ 570,000	\$ 75,090.76	\$ 67,278	\$ 712,369
2054	\$ 600,000	\$ 40,335.00	\$ 68,624	\$ 708,959
Total	\$ 9,305,000	\$ 12,467,529	\$ 1,679,107	\$ 23,451,636

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule

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 C – SPECIAL ASSESSMENT DEBT SERVICE SCHEDULE

Installment Payment Date	Installment Principal	Installment Interest	Semi-Annual Total	Annual Total
3/15/2020	-	\$305,355.96	\$305,355.96	
9/15/2020	50,000.00	264,621.81	314,621.81	619,977.77
3/15/2021	-	313,997.44	313,997.44	
9/15/2021	100,000.00	263,222.44	363,222.44	677,219.88
3/15/2022	-	310,698.69	310,698.69	
9/15/2022	105,000.00	260,423.69	365,423.69	676,122.38
3/15/2023	-	307,235.00	307,235.00	
9/15/2023	110,000.00	257,485.00	367,485.00	674,720.00
3/15/2024	-	303,606.38	303,606.38	
9/15/2024	115,000.00	254,406.38	369,406.38	673,012.76
3/15/2025	-	299,812.81	299,812.81	
9/15/2025	120,000.00	251,187.81	371,187.81	671,000.62
3/15/2026	-	295,854.31	295,854.31	
9/15/2026	130,000.00	247,829.31	377,829.31	673,683.62
3/15/2027	-	291,565.94	291,565.94	
9/15/2027	135,000.00	244,190.94	379,190.94	670,756.88
3/15/2028	-	287,112.63	287,112.63	
9/15/2028	140,000.00	240,412.63	380,412.63	667,525.26
3/15/2029	-	282,494.38	282,494.38	
9/15/2029	150,000.00	236,494.38	386,494.38	668,988.76
3/15/2030	-	277,546.25	277,546.25	
9/15/2030	160,000.00	232,296.25	392,296.25	669,842.50
3/15/2031	-	272,268.25	272,268.25	
9/15/2031	165,000.00	227,818.25	392,818.25	665,086.50
3/15/2032	-	266,825.31	266,825.31	
9/15/2032	175,000.00	223,200.31	398,200.31	665,025.62
3/15/2033	-	261,052.50	261,052.50	
9/15/2033	185,000.00	218,302.50	403,302.50	664,355.00
3/15/2034	-	254,949.81	254,949.81	
9/15/2034	195,000.00	213,124.81	408,124.81	663,074.62
3/15/2035	-	248,517.25	248,517.25	
9/15/2035	210,000.00	207,667.25	417,667.25	666,184.50
3/15/2036	-	241,589.88	241,589.88	
9/15/2036	220,000.00	201,789.88	421,789.88	663,379.76
3/15/2037	-	234,332.63	234,332.63	

9/15/2037	230,000.00	195,632.63	425,632.63	659,965.26
3/15/2038	-	226,745.50	226,745.50	
9/15/2038	245,000.00	189,195.50	434,195.50	660,941.00
3/15/2039	-	218,663.56	218,663.56	
9/15/2039	260,000.00	182,338.56	442,338.56	661,002.12
3/15/2040	-	210,086.81	210,086.81	
9/15/2040	275,000.00	175,061.81	450,061.81	660,148.62
3/15/2041	-	201,015.25	201,015.25	
9/15/2041	290,000.00	167,365.25	457,365.25	658,380.50
3/15/2042	-	191,448.88	191,448.88	
9/15/2042	305,000.00	159,248.88	464,248.88	655,697.76
3/15/2043	-	181,387.69	181,387.69	
9/15/2043	325,000.00	150,712.69	475,712.69	657,100.38
3/15/2044	-	170,666.75	170,666.75	
9/15/2044	340,000.00	141,616.75	481,616.75	652,283.50
3/15/2045	-	159,451.00	159,451.00	
9/15/2045	360,000.00	132,101.00	492,101.00	651,552.00
3/15/2046	-	147,575.50	147,575.50	
9/15/2046	380,000.00	122,025.50	502,025.50	649,601.00
3/15/2047	-	135,040.25	135,040.25	
9/15/2047	405,000.00	111,390.25	516,390.25	651,430.50
3/15/2048	-	121,680.31	121,680.31	
9/15/2048	430,000.00	100,055.31	530,055.31	651,735.62
3/15/2049	-	107,495.69	107,495.69	
9/15/2049	455,000.00	88,020.69	543,020.69	650,516.38
3/15/2050	-	92,486.38	92,486.38	
9/15/2050	480,000.00	75,286.38	555,286.38	647,772.76
3/15/2051	-	76,652.38	76,652.38	
9/15/2051	505,000.00	61,852.38	566,852.38	643,504.76
3/15/2052	-	59,993.69	59,993.69	
9/15/2052	535,000.00	47,718.69	582,718.69	642,712.38
3/15/2053	-	42,345.38	42,345.38	
9/15/2053	570,000.00	32,745.38	602,745.38	645,090.76
3/15/2054	-	23,542.50	23,542.50	
9/15/2054	600,000.00	16,792.50	616,792.50	640,335.00
	\$9,455,000.00	\$13,614,726.73	\$23,069,726.73	\$23,069,726.73

EXHIBIT D – FORM OF ASSESSMENT TERMINATION



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

[DATE]
Williamson County Clerk's Office
Honorable Nancy E. Rister
405 Martin Luther King St
Georgetown, TX 78626

Re: City of Hutto Lien Release documents for filing

Dear Ms. Rister,

Enclosed is a lien release that the City of Hutto is requesting to be filed in your office. Lien release for [LEGAL DESCRIPTION], created by Document/Instrument No. [PLAT NO.]. Please forward copies of the field documents below:

City of Hutto
Attn: Holly Nagy
500 W. Live Oak St.
Hutto, TX 78634

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

Sincerely,

A handwritten signature in blue ink, appearing to be 'J. Nagy'.

P3Works, LLC
(817) 393-0353
admin@p3-works.com
www.p3-works.com

AFTER RECORDING RETURN TO:

**Holly Nagy
500 W. Live Oak St.
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 June 7, 2018, the City Council for the City, approved Resolution No. R-18-06-07-9C, creating the Mustang Creek Public Improvement District; and

WHEREAS, the Mustang Creek Public Improvement District consists of approximately 153.3 contiguous acres located within the City's limited purpose annexed jurisdiction; and

WHEREAS, on or about September 5, 2019, the City Council for the City, adopted Ordinance No. O-19-09-05-10H, (hereinafter referred to as the "Assessment Ordinance") approving the 2019 Service and Assessment Plan and assessment roll for assessed parcels within the Mustang Creek Public Improvement District and,

WHEREAS, on or about October 1, 2020, the City Council for the City, adopted Ordinance No. O-2020-034 approving the 2020 Service and Assessment Plan Update and updating the assessment roll within Mustang Creek Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [AMOUNT DESCRIPTION (\$ AMOUNT)] (hereinafter referred to as the “Lien Amount”) for the following property:

[LEGAL DESCRIPTION], a subdivision according to the map or plat of record in Document/Instrument No. [PLAT NO.] of the real property 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, 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: _____
Warren Hutmacher, City Manager

ATTEST:

Holly Nagy, City Secretary

STATE OF TEXAS

§

§

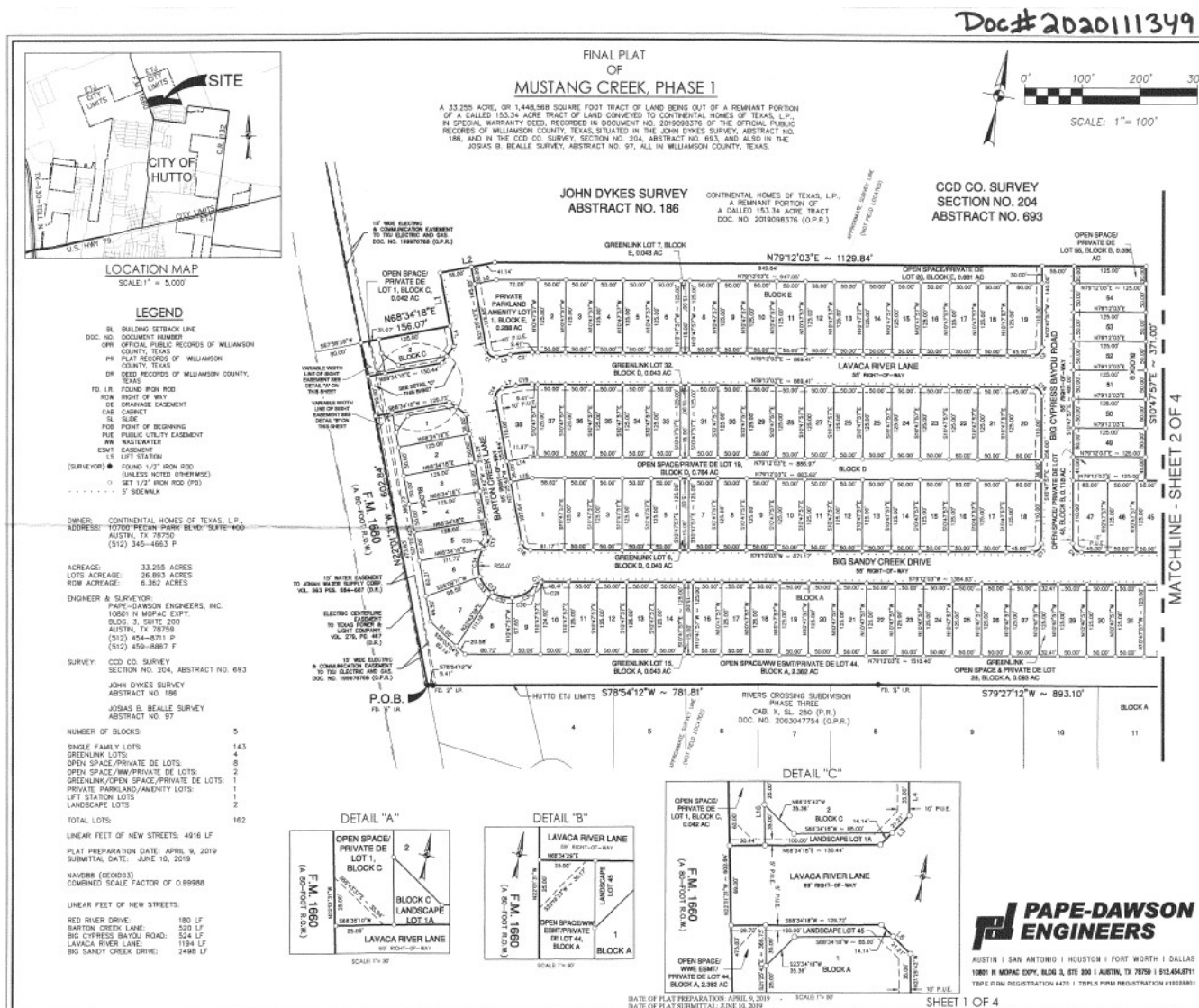
COUNTY OF WILLIAMSON

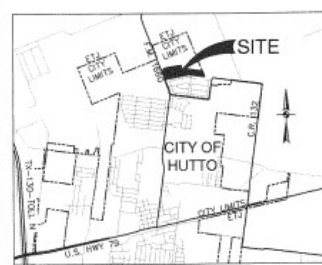
§

This instrument was acknowledged before me on the ____ day of _____, 20__, by Warren Hutmacher, City Manager for the City of Hutto, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT E-1 – MUSTANG CREEK PHASE 1 PLAT





LOCATION MAP
SCALE: 1" = 5,000'

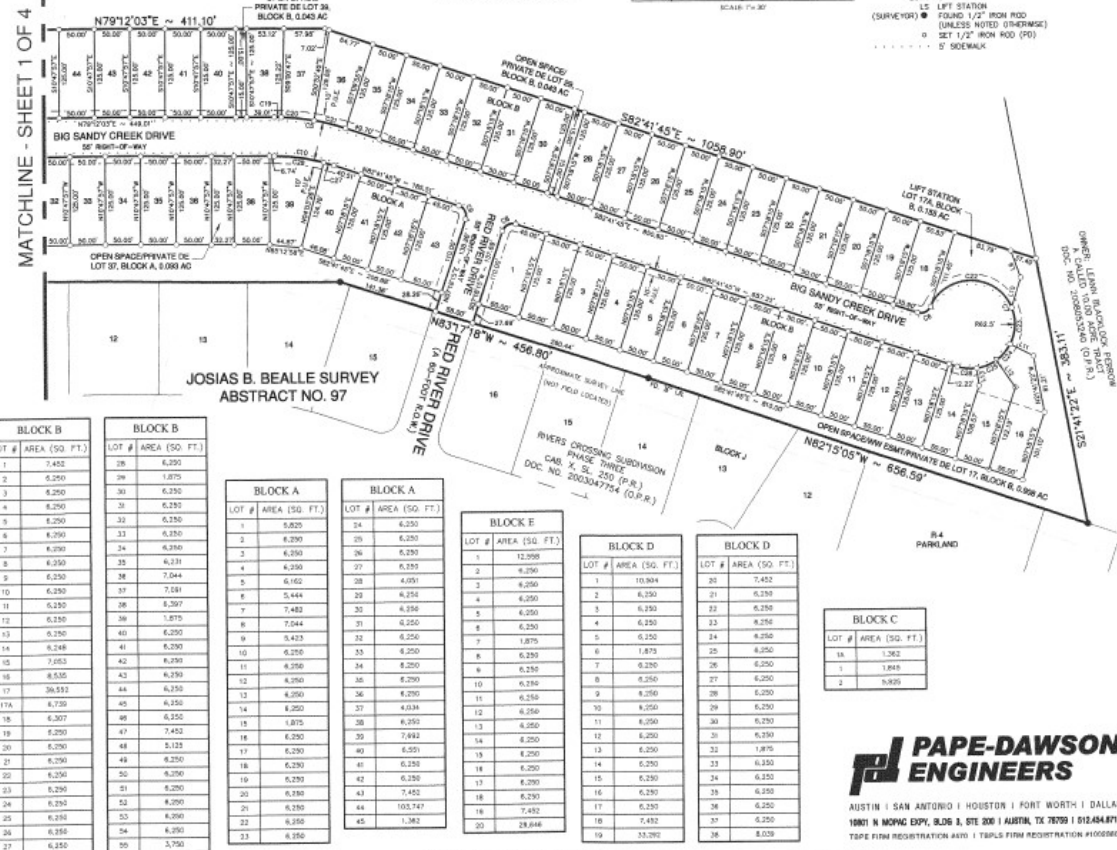
LINE #	BEARING	LENGTH
L1	N 02° 05' 42" E	83.93'
L2	N 88° 54' 18" E	56.44'
L3	N 02° 34' 18" E	35.36'
L4	N 02° 05' 42" W	35.00'
L5	N 02° 34' 18" E	23.53'
L6	N 88° 55' 42" W	35.36'
L7	N 02° 05' 42" W	23.53'
L8	N 88° 54' 18" E	56.50'
L9	N 02° 05' 42" W	40.78'
L10	S 02° 30' 33" W	45.43'
L11	N 73° 48' 33" W	37.11'
L12	N 88° 55' 42" W	46.37'
L13	N 02° 05' 42" W	23.53'
L14	N 88° 54' 18" E	44.44'
L15	N 88° 54' 18" E	37.83'
L16	N 02° 05' 42" W	83.93'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.00'	58° 07' 03"	S 88° 05' 42" E	21.21'
C2	267.50'	91° 07' 45"	N 73° 51' 17" E	38.44'
C3	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C4	15.00'	08° 07' 03"	S 88° 05' 42" E	21.21'
C5	327.50'	01° 58' 11"	N 88° 03' 09" E	103.05'
C6	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C7	62.50'	28° 49' 48"	S 34° 53' 09" E	52.57'
C8	15.00'	08° 07' 03"	S 88° 05' 42" E	21.21'
C9	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C10	275.50'	04° 08' 11"	S 88° 03' 09" E	85.24'
C11	15.00'	08° 07' 03"	S 88° 05' 42" E	21.21'
C12	55.00'	18° 36' 16"	N 65° 01' 09" W	108.91'
C13	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C14	15.00'	08° 07' 03"	N 02° 34' 18" E	23.53'
C15	152.50'	01° 57' 43"	N 73° 51' 17" E	38.44'
C16	15.00'	08° 07' 03"	S 88° 05' 42" E	21.21'
C17	15.00'	08° 07' 03"	S 88° 05' 42" E	21.21'
C18	15.00'	07° 12' 13"	N 65° 01' 09" W	108.91'
C19	327.50'	01° 58' 11"	N 88° 03' 09" E	103.05'
C20	327.50'	08° 07' 03"	N 02° 05' 42" E	21.21'
C21	327.50'	08° 07' 03"	S 88° 05' 42" E	21.21'
C22	62.50'	28° 49' 48"	S 34° 53' 09" E	52.57'
C23	62.50'	28° 49' 48"	S 34° 53' 09" E	52.57'
C24	55.00'	18° 36' 16"	N 65° 01' 09" W	108.91'
C25	62.50'	28° 49' 48"	S 34° 53' 09" E	52.57'
C26	62.50'	28° 49' 48"	S 34° 53' 09" E	52.57'
C27	275.50'	04° 08' 11"	S 88° 03' 09" E	85.24'
C28	275.50'	04° 08' 11"	S 88° 03' 09" E	85.24'
C29	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C30	15.00'	08° 07' 03"	N 02° 34' 18" E	23.53'
C31	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C32	15.00'	08° 07' 03"	N 02° 34' 18" E	23.53'
C33	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'
C34	15.00'	08° 07' 03"	N 02° 34' 18" E	23.53'
C35	15.00'	08° 07' 03"	N 02° 05' 42" E	21.21'

MATCHLINE - SHEET 1 OF 4

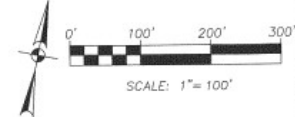
CONTINENTAL HOMES OF TEXAS, L.P.,
A REMAINT PORTION OF
A CALLED 153.34 ACRE TRACT
DOC. NO. 2019088376 (O.P.R.)

CCD CO. SURVEY
SECTION NO. 204
ABSTRACT NO. 693



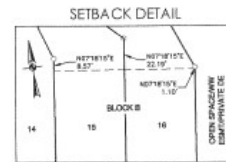
FINAL PLAT OF MUSTANG CREEK, PHASE 1

A 33.255 ACRE, OR 1,448,568 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMAINT PORTION OF A CALLED 153.34 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019088376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 106, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS.



LEGEND

- BL. BUILDING SETBACK LINE
- DOC. NO. DOCUMENT NUMBER
- OPM. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PH. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DR. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- FD. L.R. FOUND IRON ROD
- ROW. RIGHT OF WAY
- DE. DRAINAGE EASEMENT
- CAB. CABINET
- SL. SLIDE
- POS. POINT OF BEGINNING
- PUE. PUBLIC UTILITY EASEMENT
- HW. HIGHWAY
- ESMT. EASEMENT
- LS. LIFT STATION
- (SURVEYOR) FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- 0 SET 1/2" IRON ROD (PS)
- 0' SIDEWALK



LOT #	AREA (SQ. FT.)
1A	1,362
1	1,849
2	1,925

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
1901 N. MOORE EXPR., SUITE 200 | AUSTIN, TX 78703 | 512.454.8711
TSP# FIRM REGISTRATION 4491 | TSP#S FIRM REGISTRATION #1008061

DATE OF PLAT PREPARATION: APRIL 5, 2019
DATE OF PLAT SUBMITTAL: JUNE 10, 2019

SHEET 2 OF 4

FINAL PLAT
OF
MUSTANG CREEK, PHASE 1

A 33.255 ACRE, OR 1,448,568 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.34 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019080376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DIXES SURVEY, ABSTRACT NO. 186, AND IN THE C.D. CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS. SAID 33.255 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM 1983 (NAD2011) EPOCH 201000, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

PLAT NOTES

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES, UNLESS OTHERWISE NOTED.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- SIDEWALKS SHALL BE 5' IN WIDTH.
- AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- UTILITY NOTES:
 - WITHIN CON:
 - WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - OUTSIDE CON:
 - WATER WILL BE AVAILABLE THROUGH JONAH WATER SUD AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. JONAH WATER SUD ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- FLOODPLAIN NOTES:
 - ULTIMATE FLOODPLAIN:
 - NO PORTION OF THIS TRACT IS ENCLOSED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
 - EXISTING FLOODPLAIN:
 - NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS RAUNDED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 480000101E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO ALL JONAH SUD AND CITY STANDARD SPECIFICATIONS AND DETAILS, UDC REGULATIONS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ON-SITE STORM WATER DETENTION FACILITIES WILL NOT BE REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE MUSTANG CREEK - FLOOD STUDY DATED MARCH 18, 2019 BY PAPE-DAWSON ENGINEERS.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
- ALL OPEN SPACE, GREENLINKS AND PRIVATE DRAINAGE LOTS WILL BE MAINTAINED BY THE H.O.A.
- ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE H.O.A.
- SURVEY REFERENCE:

ELEVATIONS ARE BASED ON NAVD83 (GEOID03).
BEARINGS BASED ON N.A.D. 1983 (N.A. 2011) EPOCH 2010.00, TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
SCALE FACTOR OF 0.999988, ORIGIN (0,0).
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER JONAH SUD
WASTEWATER CITY OF HUTTO
ELECTRIC ONCOR
GAS (NATURAL) ATMOS
- GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
- THIS SUBDIVISION WILL BE ZONED: SF-1.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
- RIPARIAN SETBACK VARIANCE TO CITY OF HUTTO UDC SEC. 10.403.4.03 HAS BEEN GRANTED WITH THE PRELIMINARY PLAN IN ACCORDANCE WITH THE MUSTANG CREEK DEVELOPMENT AGREEMENT.
- A FIRE ACCESS GATE WITH KNOX BOX ENTRY SYSTEM SHALL BE INSTALLED AT THE INTERCONNECTION WITH RED RIVER DRIVE.

FIELD NOTES
FOR

A 33.255 ACRE, OR 1,448,568 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.34 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019080376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DIXES SURVEY, ABSTRACT NO. 186, AND IN THE C.D. CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS. SAID 33.255 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM 1983 (NAD2011) EPOCH 201000, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING at a 3/4" iron rod found on the northwest corner of a called 0.50 acre tract recorded in Document No. 2000040392 of the Official Public Records of Williamson County, Texas, some being a point in the east right-of-way line of F.M. 1660, an 80-foot right-of-way recorded in Volume 476, Page 263 of the Deed Records of Williamson County, Texas for the southeast corner and POINT OF BEGINNING hereto,

THENCE N 22°01'31" W, with the east right-of-way line of said F.M. 1660, some being the west boundary line of said 169.99 acre tract a distance of 602.84 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto,

THENCE, departing the east right-of-way line of said F.M. 1660, through the interior of said 169.99 acre tract, the following seven (7) courses and distances:

1. N 68°34'18" E, a distance of 156.07 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto,

2. N 21°25'42" W, a distance of 93.85 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto,

3. N 68°34'18" E, a distance of 96.14 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto,

4. N 79°12'03" E, a distance of 1129.84 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto,

5. S 10°47'53" E, a distance of 371.00 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto,

6. N 79°12'03" E, a distance of 411.10 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set hereto, and

7. S 82°41'45" E, a distance of 1056.90 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" set on the east line of said 169.99 acre tract, some being the west line of a called 10.00 acre tract recorded in Document No. 2000053240 of the Official Public Records of Williamson County, Texas, hereto,

THENCE S 21°41'22" E, with the east boundary line of said 10.00 acre tract, a distance of 383.11 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" found on a point in the north boundary line of Rivers Crossing Subdivision, Phase Three, a subdivision according to the plat recorded in Cabinet X, Side 250 of the Plat Records of Williamson County, Texas for a southeast corner hereto,

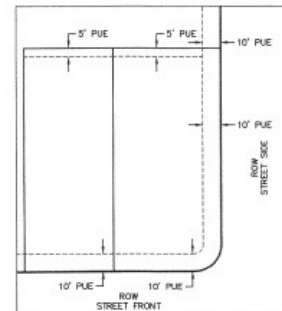
THENCE with the north boundary line of said Rivers Crossing Subdivision, Phase Three, some being the south boundary line of said 169.99 acre tract the following four (4) courses and distances:

1. N 82°15'05" W, a distance of 656.59 feet to a 3/4" iron rod found hereto,

2. N 83°17'18" W, a distance of 456.80 feet to a 3/4" iron rod with yellow cap marked "Pape-Dawson" found for a south corner hereto,

3. S 79°27'12" W, a distance of 893.10 feet to a 3/4" iron rod found hereto, and

4. S 78°54'12" W, at a distance of 772.40 feet passing through a 2" iron pipe found in the south boundary line of the aforementioned 169.99 acre tract, continuing with the south boundary line of said 169.99 acre tract, some being the north boundary line of said 0.50 acre tract for a total distance of 781.81 feet to the POINT OF BEGINNING, and containing 33.255 acres in Williamson County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job No. S1046-00.



PUBLIC UTILITY EASEMENT (PUE) DETAIL

SCALE: 1" = 40'

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
19001 N. MOHAVE EXPL. BLVD. #, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TSP# FIRM REGISTRATION 4470 | TSP# FIRM REGISTRATION 410000011

DATE OF PLAT PREPARATION: APRIL 5, 2019
DATE OF PLAT SUBMITTAL: JUNE 18, 2019

SHEET 3 OF 4

**FINAL PLAT
OF
MUSTANG CREEK, PHASE 1**

A 33,255 ACRE, OR 1,448,568 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMAINT PORTION OF A CALLED 183.34 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 201908376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE C22 CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 683, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS
THAT CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, AS OWNERS OF THE REMAINT PORTION OF THE CERTAIN 183.34 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 201908376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 33,255 ACRE TRACT AS SHOWN HEREON, AND DOES HEREBY CONSENT TO ALL PLAT NOTE AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE.

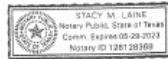
THIS SUBDIVISION IS TO BE KNOWN AS MUSTANG CREEK, PHASE 1.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF April 2020.
CONTINENTAL HOMES OF TEXAS, L.P., TEXAS LIMITED PARTNERSHIP

BY: CHTEX OF TEXAS, INC.
A DELAWARE CORPORATION,
ITS SOLE GENERAL PARTNER

BY: [Signature]
ADIB KHOURY, ASSISTANT SECRETARY

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADIB KHOURY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3 DAY OF April 2020.



Stacy M. Laine
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES May 29, 2023

ENGINEER'S CERTIFICATION

I, DUSTIN GOSS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS (MUSTANG CREEK, PHASE 1) PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 2ND DAY OF April 2020.



DUSTIN GOSS
REGISTERED PROFESSIONAL ENGINEER NO. 91805
PAPE-DAWSON ENGINEERS, INC.
TBPLS, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801

SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON March 26, 2020.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 2ND DAY OF April 2020.



Parker J. Graham
PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5550
PAPE-DAWSON ENGINEERS, INC.
TBPLS, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028801

**APPROVAL
CITY OF HUTTO**

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 26TH DAY OF JUNE, 2019.

[Signature]
DOUG GAUB, MAYOR
[Signature]
CITY CLERK
HOLLY NADY

7/16/20
DATE
7/16/20
DATE



THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF HUTTO, THIS THE 1ST DAY OF July, 2020.

[Signature]
ASHLEY BRUNEMAN
DIRECTOR OF DEVELOPMENT SERVICES

7-15-22
DATE

WATER DISTRICT APPROVAL

THIS SUBDIVISION IS IN ACCORDANCE WITH THE TERMS OF THE NON-STANDARD SERVICE AGREEMENT BETWEEN JONAH WATER SPECIAL UTILITY DISTRICT AND CONTINENTAL HOMES OF TEXAS, L.P.

[Signature]
BILL BROWN, JONAH WATER SUD

7-1-2020
DATE

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS
THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 17TH DAY OF September, 2020 A.D., AT 9:12 O'CLOCK A.M. AND DULY RECORDED ON THE 17TH DAY OF September, 2020 A.D., AT 9:25 O'CLOCK A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2020111349.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: [Signature]
Brenda Mckenna
DEPUTY



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOFFAT CIRCLE, SUITE 200 | AUSTIN, TX 78758 | 512.454.8711
TBPLS FIRM REGISTRATION 6470 | TBPLS FIRM REGISTRATION 10028801

DATE OF PLAT PREPARATION: APRIL 9, 2019
DATE OF PLAT RECORDED: JUNE 10, 2019

SHEET 4 OF 4

EXHIBIT E-2 – MUSTANG CREEK PHASE 2 PLAT



FINAL PLAT OF MUSTANG CREEK, PHASE 2

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2019098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

LINE #	BEARING	LENGTH
L1	S21°20'42"E	38.30'
L2	N88°34'18"W	125.00'
L3	S79°12'03"W	36.30'
L4	S10°47'57"E	180.00'
L5	S18°57'44"E	30.31'
L6	S21°20'42"E	38.30'
L7	S68°34'18"W	66.14'
L8	S21°20'42"E	83.80'
L9	S68°34'18"W	156.07'
L10	N60°24'18"E	23.50'
L11	N79°12'03"E	38.30'
L12	S79°12'03"W	36.30'
L13	S68°34'18"W	23.50'
L14	N60°24'18"E	23.50'
L15	S10°47'57"E	100.50'

LINE #	BEARING	LENGTH
L16	N79°12'03"W	103.40'
L17	S68°34'18"W	23.89'
L18	S21°20'42"E	110.00'
L19	N60°24'18"E	35.30'
L20	S68°34'18"W	132.14'
L21	N60°24'18"E	126.72'
L22	N22°34'18"W	35.30'
L23	N21°05'40"W	36.30'
L24	S79°12'03"W	21.10'
L25	S68°34'18"W	41.14'
L26	S68°34'18"W	38.30'
L27	N60°24'18"E	93.85'
L28	S22°34'18"W	35.30'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.00'	080°00'00"	S89°25'42"E	21.31'
C2	307.50'	010°37'43"	N73°53'11"E	38.44'
C3	102.90'	010°37'43"	S73°53'11"W	38.25'
C4	15.00'	080°00'00"	S23°34'18"W	21.31'
C5	15.00'	090°00'00"	S64°25'42"E	21.31'
C6	307.50'	010°37'43"	N73°53'11"E	38.44'
C7	15.00'	080°00'00"	N37°25'42"E	21.31'
C8	872.44'	000°08'54"	S01°00'40"W	143.47'
C9	1027.50'	010°08'58"	S18°12'03"E	270.64'
C10	872.44'	000°08'54"	N11°02'41"W	6.72'
C11	15.00'	080°00'00"	N56°01'18"W	21.31'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C12	15.00'	010°37'43"	S73°53'11"W	38.25'
C13	15.00'	090°00'00"	S23°34'18"W	21.31'
C14	372.44'	081°46'34"	S05°16'56"E	38.00'
C15	972.44'	087°52'31"	S20°16'28"E	133.00'
C16	1027.50'	002°38'40"	N12°37'21"W	47.48'
C17	1027.50'	002°38'40"	N14°46'44"W	47.80'
C18	1027.50'	002°40'22"	N17°38'22"W	48.80'
C19	1027.50'	002°40'22"	N20°11'46"W	48.80'
C20	1027.50'	002°40'15"	N23°34'33"W	48.48'
C21	1027.50'	001°40'22"	N25°05'54"W	33.00'

LOT #	AREA (SQ. FT.)
16	6,230
17	6,230
18	6,267
19	6,262
20	6,632
21	6,495
22	6,574
23**	3,858
103	5,825
104**	1,863
105**	1,363

LOT #	AREA (SQ. FT.)
2	6,130
4	6,130
5	6,130
6	6,130
7	6,130
8	6,130
9	6,130
10	6,130
11*	1,875
12	6,130
13	6,130
14	6,130
15	6,130
16	6,130
17	5,825
18**	23,989
19**	1,363

LOT #	AREA (SQ. FT.)
21	7,431
22	6,250
23	6,250
24	6,250
25	6,250
26	6,250
27	6,250
28	6,250
29	6,250
30	6,250
31	6,250
32	6,250
33*	1,875
34	6,250
35	6,250
36	6,250
37	6,250
38	6,250
39	6,250
40	8,647

LOT #	AREA (SQ. FT.)
1	11,600
2	6,250
3	6,250
4	6,250
5	6,250
6	6,250
7	6,250
8	6,250
9*	1,875
10	6,250
11	6,250
12	6,250
13	6,250
14	6,250
15	6,250
16	6,250
17	6,250
18	6,250
19	6,424
20	8,568
21**	20,713
21	8,185

LOT #	AREA (SQ. FT.)
1	7,866
2	6,250
3	6,250
4	6,250

* DESIGNATES GREENBELT LOTS.
** DESIGNATES OPEN SPACE LOTS, LANDSCAPE LOTS AND PRIVATE DRAINAGE EASEMENT.

FOR REVIEW ONLY, NOT FOR FINAL RECORDATION



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOORE EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78750 | 512.464.0711
TYPE FIRM REGISTRATION 4475 | TEXAS FIRM REGISTRATION #1008801

DATE OF PLAT PREPARATION: JULY 10, 2019
DATE OF PLAT SUBMITTAL: SEPTEMBER 21, 2020

SHEET 2 OF 4

FINAL PLAT
OF
MUSTANG CREEK, PHASE 2

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2019098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

PLAT NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
3. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
7. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
8. SIDEWALKS SHALL BE 5' IN WIDTH.
9. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
10. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
11. UTILITY NOTES:
 - A. WITHIN CDD:
 - I. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - B. OUTSIDE CDD:
 - I. WATER WILL BE AVAILABLE THROUGH JONAH WATER SUD. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. JONAH WATER SUD ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. FLOODPLAIN NOTES:
 - A. ULTIMATE FLOODPLAIN:
 - I. NO PORTION OF THIS TRACT IS ENDOACHED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
 - B. EXISTING FLOODPLAIN:
 - I. NO PORTION OF THIS TRACT IS ENDOACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 484905510E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
14. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO ALL JONAH SUD AND CITY STANDARD SPECIFICATIONS AND DETAILS, UDC REGULATIONS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
15. ON-SITE STORM WATER DETENTION FACILITIES WILL NOT BE REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE MUSTANG CREEK - FLOOD STUDY DATED MARCH 18, 2019 BY PAPE-DAWSON ENGINEERS.
16. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
17. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
18. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
19. ALL GREENLINK AND OPEN SPACE/PRIVATE DRAINAGE EASEMENT LOTS WILL BE MAINTAINED BY THE H.O.A.
20. ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE H.O.A.
21. SURVEY REFERENCE:

ELEVATIONS ARE BASED ON NAVD83 (GEOID03).
BEARINGS BASED ON N.A.D. 1983 (NA 2011) EPOCH 2010.00, TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
SCALE FACTOR OF 0.99988, ORIGIN (0,0).
22. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER JONAH SUD
WASTEWATER CITY OF HUTTO
ELECTRIC ONCOR
GAS (NATURAL) ATMOS
23. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
24. THIS SUBDIVISION WILL BE ZONED: SF-1.
25. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
26. RIPARIAN SETBACK VARIANCE TO CITY OF HUTTO UDC SEC. 10.403.4.03 HAS BEEN GRANTED WITH THE PRELIMINARY PLAN IN ACCORDANCE WITH THE MUSTANG CREEK DEVELOPMENT AGREEMENT.

FIELD NOTES
FOR

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2019098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

BEGINNING at a 1/2" iron rod with yellow cap marked "Pape-Dawson" found in the east right-of-way line of Farm to Market (F.M.) Road 1660, an 80' right-of-way, 399 point being the southwest corner of a Remnant Portion of said 153.340 acre tract, same being the northeast corner of Mustang Creek, PHASE 1, a subdivision according to the plat recorded in Document No. 202011349 of the Official Public Records of Williamson County, Texas for the southwest corner and POINT OF BEGINNING hereof;

THENCE N 22°01'31" W, departing the north line of said Mustang Creek, PHASE 1, with the east right-of-way line of said F.M. 1660, same being the west line of said 153.340 acre tract, a distance of 332.17 feet to a TxDOT Type I monument found for an angle point hereof;

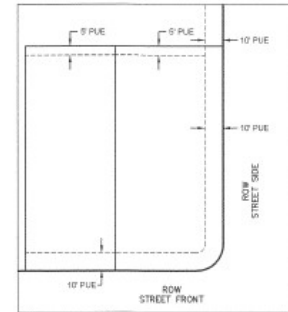
THENCE N 21°04'51" W, continuing with the east right-of-way line of said F.M. 1660, same being the west line of said 153.340 acre tract, a distance of 321.85 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for the northeast corner hereof;

THENCE departing the east right-of-way line of said F.M. 1660, through the interior of said Remnant Portion the following eleven (11) courses and distances:

1. N 68°34'18" E, a distance of 211.36 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 21°25'42" E, a distance of 29.30 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. N 68°34'18" E, a distance of 125.00 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for the northernmost northeast corner hereof,
4. S 21°25'42" E, a distance of 222.59 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. S 79°12'03" W, a distance of 30.39 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. S 10°47'53" E, a distance of 180.00 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. N 79°12'03" E, a distance of 870.32 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. N 64°54'06" E, a distance of 275.89 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for the easternmost northeast corner hereof,
9. S 18°57'44" E, a distance of 30.31 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. S 21°25'33" E, a distance of 166.14 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
11. S 10°47'57" E, a distance of 209.72 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found at the northeast corner of said Mustang Creek, PHASE 1 for the southeast corner hereof;

THENCE with the north line of said Mustang Creek, PHASE 1 the following four (4) courses and distances:

1. S 79°12'03" W, a distance of 119.84 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
2. S 68°34'18" W, a distance of 96.14 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
3. S 21°25'42" E, a distance of 93.85 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
4. S 68°34'18" W, a distance of 156.07 feet the POINT OF BEGINNING and containing 14.430 acres in Williamson County Texas. Said tract being described in accordance with a survey plat prepared by Pape-Dawson Engineers, Inc. under Job No. 51048-02.



PUBLIC UTILITY EASEMENT (PUE) DETAIL

SCALE: 1" = 40'



FOR REVIEW ONLY, NOT FOR FINAL RECORDATION

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
18001 N. MOHAWK EXPY., SUITE 200 | AUSTIN, TX 78758 | 512.454.8711
TSP# FIRM REGISTRATION 4470 | TSP# FIRM REGISTRATION #1609901

DATE OF PLAT PREPARATION: JULY 10, 2019
DATE OF PLAT SUBMITTAL: SEPTEMBER 21, 2020

SHEET 3 OF 4

FINAL PLAT
OF
MUSTANG CREEK, PHASE 2

A 14.430 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2010098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN OWENS SURVEY, ABSTRACT NO. 180, AND IN THE 000 CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

THAT CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, AS OWNERS OF THE REMNANT PORTION OF THE CERTAIN 153.340 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2010098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 14.430 ACRE TRACT AS SHOWN HEREON AND DOES HEREBY CONSENT TO ALL PLAT NOTE AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS MUSTANG CREEK, PHASE 2
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 day of October, 2020.

CONTINENTAL HOMES OF TEXAS, L.P., TEXAS LIMITED PARTNERSHIP

BY: CHTEX OF TEXAS, INC.
A DELAWARE CORPORATION,
ITS SOLE GENERAL PARTNER

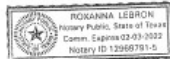
BY: [Signature]
ADIB KHOURY, ASSISTANT SECRETARY

STATE OF TEXAS §
COUNTY OF Willamson §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADIB KHOURY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 day of October, 2020.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 02-03-2022



ENGINEER'S CERTIFICATION

I, DUSTIN GOSS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS (MUSTANG CREEK, PHASE 2) PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 5th DAY OF October, 2020.



SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 24, 2020.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 05 DAY OF October, 2020.



APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 2 DAY OF January, 2020.

[Signature] 10/24/20
BOBBY GAUL, MAYOR
[Signature] 10/26/20
HOLLY HARR, CITY SECRETARY



THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF HUTTO.
THIS THE 21st DAY OF October, 2020.

[Signature] 10-21-2020
ASHLEY BRUNDMAN
DIRECTOR OF DEVELOPMENT SERVICES

WATER DISTRICT APPROVAL

THIS SUBDIVISION IS IN ACCORDANCE WITH THE TERMS OF THE NON-STANDARD SERVICE AGREEMENT BETWEEN JONAH WATER SPECIAL UTILITY DISTRICT AND CONTINENTAL HOMES OF TEXAS, L.P.

[Signature] 10-14-2020
BILL BROWN, JONAH WATER SUD

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 30th day of October, 2020.
A.D. AT 2:15 O'CLOCK P M. AND DULY RECORDED ON THE 30th day of October, 2020. A.D. AT 2:38 O'CLOCK P M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2020134910.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: [Signature] DEPUTY
Brenda McIntire

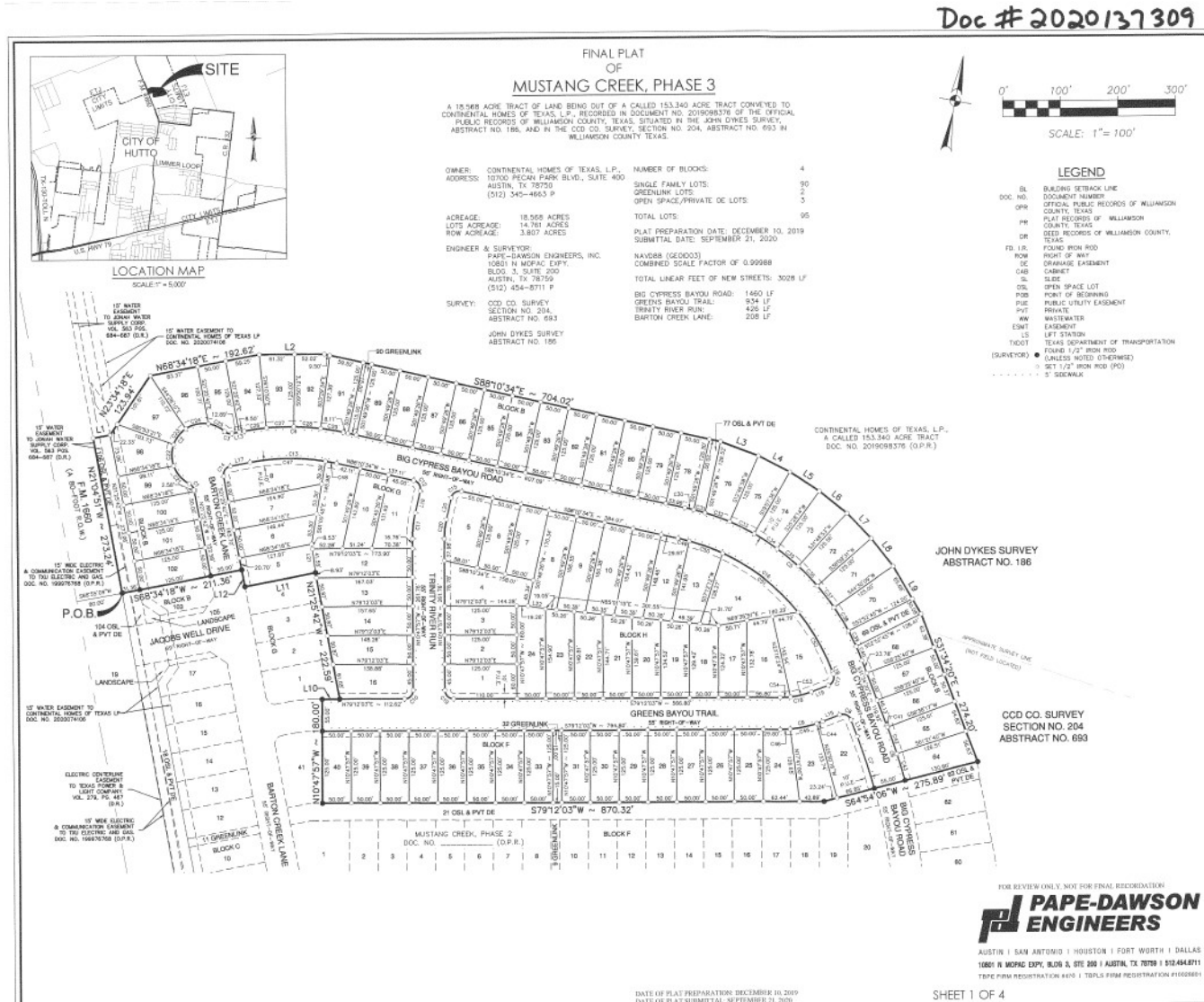


FOR REVIEW ONLY, NOT FOR FINAL RECORDATION
PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
18001 N. MOORE AVE., SUITE 200 | AUSTIN, TX 78756 | 512.484.6711
TBPES FIRM REGISTRATION #470 | TBPES FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: JULY 14, 2019
DATE AS IN AT 10:00 AM - SEPTEMBER 21, 2020

SHEET 4 OF 4

EXHIBIT E-3 – MUSTANG CREEK PHASE 3 PLAT



FINAL PLAT OF MUSTANG CREEK, PHASE 3

A 18.568 ACRE TRACT OF LAND BEING OUT OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 201908379 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYNES SURVEY, ABSTRACT NO. 186, AND IN THE CDD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

LINE #	BEARING	LENGTH
L1	N89°59'01"E	29.71'
L2	N79°09'41"E	115.33'
L3	S74°53'12"E	69.74'
L4	S74°02'40"E	82.14'
L5	S67°42'00"E	63.14'
L6	S61°52'37"E	65.16'
L7	S54°34'36"E	65.16'
L8	S48°42'10"E	65.14'
L9	S41°20'10"E	65.79'
L10	S70°12'37"E	25.36'
L11	S69°34'18"W	125.00'
L12	S21°29'42"E	29.36'
L13	N68°34'18"E	25.32'
L14	N31°54'29"W	35.89'
L15	S56°10'40"W	35.82'
L16	N07°40'36"E	35.61'
L17	S68°34'18"W	34.70'
L18	N17°14'10"W	4.32'
L19	S26°25'40"W	31.82'
L20	N07°40'36"E	36.61'
L21	M09°12'18"E	50.00'
L22	S89°27'10"W	31.13'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.00'	56.23700°	N67°44'11"E	13.30'	13.78'
C2	36.90'	199°14'51"	N02°54'56"E	808.63'	143.41'
C3	15.00'	55.23700°	S68°07'12"E	13.30'	13.78'
C4	437.50'	025°15'10"	N00°11'52"E	172.30'	173.49'
C5	437.50'	096°36'14"	S88°52'27"E	468.31'	423.34'
C6	1027.50'	305.3815°	S28°45'13"E	101.95'	101.10'
C7	372.44'	005°29'28"	N28°46'40"W	94.85'	94.88'
C8	16.00'	090°00'00"	N70°30'30"W	31.21'	33.56'
C9	207.50'	020°46'23"	S88°40'31"W	74.82'	75.22'
C10	15.00'	090°00'00"	N34°12'33"E	21.21'	23.58'
C11	207.50'	012°23'22"	N04°29'16"W	45.82'	45.77'
C12	15.00'	090°00'00"	N43°10'34"W	21.21'	23.58'
C13	372.50'	021°16'10"	S88°17'52"W	156.12'	151.17'
C14	15.00'	090°00'00"	S23°24'18"W	21.21'	23.58'
C15	16.00'	090°00'00"	N44°34'28"E	21.21'	23.56'
C16	372.50'	046°36'14"	S24°52'23"E	355.22'	366.00'
C17	15.00'	090°00'00"	S12°22'40"W	21.21'	23.58'
C18	152.50'	020°46'23"	S88°40'31"W	54.89'	55.29'
C19	15.00'	090°00'00"	N55°47'57"W	21.21'	23.58'
C20	152.50'	012°23'22"	N04°29'16"W	33.55'	33.80'
C21	38.00'	044°02'45"	N02°01'20"W	41.25'	42.28'
C22	58.00'	034°09'24"	N10°28'39"W	26.80'	27.24'
C23	58.00'	032°35'32"	N07°09'14"E	34.01'	34.96'
C24	36.00'	042°42'33"	N44°03'38"E	45.00'	45.00'
C25	58.00'	032°36'15"	S15°11'30"E	31.79'	31.83'
C26	427.50'	020°14'52"	N71°11'44"E	39.14'	39.15'
C27	427.50'	098°25'38"	N76°59'26"E	47.31'	47.32'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C28	427.50'	006°37'36"	N43°20'19"E	47.31'	47.33'
C29	427.50'	005°10'50"	N89°09'36"E	58.65'	59.67'
C30	427.50'	062°58'53"	S87°08'19"E	18.09'	18.03'
C31	427.50'	002°41'00"	S84°41'08"E	25.04'	25.04'
C32	427.50'	006°07'31"	S80°16'45"E	45.60'	45.70'
C33	427.50'	008°32'34"	S74°02'43"E	47.31'	47.33'
C34	427.50'	008°32'34"	S67°42'00"E	47.31'	47.33'
C35	427.50'	008°32'34"	S61°22'38"E	47.31'	47.33'
C36	427.50'	008°32'34"	S55°00'40"E	47.31'	47.33'
C37	427.50'	008°32'34"	S48°42'10"E	47.31'	47.33'
C38	427.50'	006°37'36"	S43°16'50"E	47.47'	47.50'
C39	427.50'	004°01'18"	S37°07'15"E	30.00'	30.01'
C40	427.50'	003°52'30"	S32°20'28"E	25.30'	25.40'
C41	1027.50'	000°17'30"	N01°28'10"E	3.77'	3.77'
C42	1027.50'	002°42'12"	S25°02'19"E	48.82'	48.83'
C43	1027.50'	002°42'18"	S27°17'13"E	48.49'	48.50'
C44	227.50'	001°00'04"	S69°05'42"W	10.87'	10.87'
C45	227.50'	012°36'40"	S67°54'10"W	45.70'	45.81'
C46	227.50'	004°48'53"	S76°47'17"W	17.87'	17.88'
C47	372.50'	020°15'54"	S78°42'15"W	124.00'	124.75'
C48	372.50'	002°59'14"	N89°40'11"W	19.42'	19.42'
C49	372.50'	001°04'16"	N89°09'36"W	23.74'	23.74'
C50	372.50'	000°29'32"	N89°09'36"W	17.64'	17.64'
C51	372.50'	035°38'14"	N82°47'00"W	183.28'	188.68'
C52	372.50'	010°22'32"	N48°40'36"W	119.00'	119.27'
C53	152.50'	015°54'08"	N65°23'44"E	37.00'	37.09'
C54	152.50'	088°30'10"	N70°44'50"E	18.18'	18.23'

LOT #	AREA (SQ. FT.)
64	6,737
65	6,505
66	6,267
67	6,130
68	7,048
69**	3,754
70	7,008
71	6,747
72	6,764
73	6,764
74	6,747
75	6,747
76	7,188
77**	2,817
78	6,152
79	6,150
80	6,250
81	6,250
82	6,250
83	6,250

LOT #	AREA (SQ. FT.)
84	6,250
85	6,250
86	6,250
87	6,250
88	6,250
89	6,250
90*	1,875
91	6,738
92	6,674
93	6,818
94	6,712
95	5,831
96	6,182
97	6,847
98	6,657
99	6,556
100	6,250
101	6,250
102	6,250
103**	6,250

LOT #	AREA (SQ. FT.)
22	6,841
23	7,359
24	6,866
25	6,250
26	6,250
27	6,250
28	6,250
29	6,250
30	6,250
31	6,250
32*	6,875
33	6,250
34	6,250
35	6,250
36	6,250
37	6,250
38	6,250
39	6,250
40	6,250

LOT #	AREA (SQ. FT.)
5	6,524
6	6,880
7	7,782
8	6,455
9	6,512
10	6,884
11	7,646
12	6,554
13	6,117
14	7,646
15	7,578
16	7,647

LOT #	AREA (SQ. FT.)
1	7,452
2	6,250
3	6,250
4	6,250
5	6,370
6	6,250
7	6,250
8	6,436
9	6,168
10	6,976
11	5,927
12	7,276
13	7,483
14	11,578
15	9,511
16	8,199
17	6,426
18	6,344
19	6,886
20	6,863
21	7,108
22	7,363
23	7,618
24	7,822

* DESIGNATES GREENLINK LOTS
** DESIGNATES OPEN SPACE LOTS AND PRIVATE DRAINAGE EASEMENT

FOR REVIEW ONLY, NOT FOR FINAL RECORDATION
PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOFFAT EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78750 | 512.454.8711
TSPS FORM REGISTRATION #478 | TSPS FORM REGISTRATION #10098601

DATE OF PLAT PREPARATION: DECEMBER 10, 2019
DATE OF PLAT SUBMITTAL: SEPTEMBER 21, 2020

SHEET 2 OF 4

FINAL PLAT
OF
MUSTANG CREEK, PHASE 3

A 18.568 ACRE TRACT OF LAND BEING OUT OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2019088376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYES SURVEY, ABSTRACT NO. 186, AND IN THE OLD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN ABSTRACT NO. 186, AND IN THE OLD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

PLATNOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
3. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
7. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
8. SIDEWALKS SHALL BE 5' IN WIDTH.
9. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
10. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
11. UTILITY NOTES:
 - A. WITHIN CON:
 - I. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - II. WATER WILL BE AVAILABLE THROUGH JONAH WATER SUD AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. JONAH WATER SUD ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - B. OUTSIDE CON:
 - I. NO PORTION OF THIS TRACT IS ENCLOSED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
 - II. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS, FUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 484900510C, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
12. FLOODPLAIN NOTES:
 - A. ULTIMATE FLOODPLAIN:
 - I. NO PORTION OF THIS TRACT IS ENCLOSED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
 - II. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS, FUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 484900510C, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
 - B. EXISTING FLOODPLAIN:
 - I. NO PORTION OF THIS TRACT IS ENCLOSED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 484900510C, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
14. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO ALL JONAH SUD AND CITY STANDARD SPECIFICATIONS AND DETAILS, UDC REGULATIONS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
15. ON-SITE STORM WATER DETENTION FACILITIES WILL NOT BE REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE MUSTANG CREEK - FLOOD STUDY DATED MARCH 16, 2019 BY PAPE-DAWSON ENGINEERS.
16. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
17. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
18. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
19. ALL GREDALINK AND OPEN SPACE/PRIVATE DRAINAGE EASEMENT LOTS WILL BE MAINTAINED BY THE H.O.A.
20. ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE H.O.A.
21. SURVEY REFERENCE:

ELEVATIONS ARE BASED ON NAVD83 (GEOID03).
BEARINGS BASED ON N.A.D. 1983 (N.A. 2011) EPOCH 2010.00, TEXAS STATE PLANE COORDINATE SYSTEM
CENTRAL ZONE.
SCALE FACTOR OF 0.99995, ORIGIN (0,0).
22. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER	JONAH SUD
WASTEWATER	CITY OF HUTTO
ELECTRIC	ONCOR
GAS (NATURAL)	AT&MS
23. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
24. THIS SUBDIVISION WILL BE ZONED: SF-1.
25. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
26. REPARIAN SETBACK VARIANCE TO CITY OF HUTTO UDC SEC. 10.403.4.03 HAS BEEN GRANTED WITH THE PRELIMINARY PLAT IN ACCORDANCE WITH THE MUSTANG CREEK DEVELOPMENT AGREEMENT.
27. STREETS THAT ARE MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE SHALL HAVE FIRE LANE SIGNAGE POSTED ON ONE SIDE OF THEM. (2018 IPC APPENDIX D SECTION D103.6.2)

FIELD NOTES
FOR

A 18.568 ACRE TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2019088376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYES SURVEY, ABSTRACT NO. 186, AND IN THE OLD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS. SAID 18.568 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM 1983, (NAD2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING AT A 1/2" iron rod with yellow cap marked "Pape-Dawson" found in the east right-of-way line of Farm to Market (F.M.) Road 1660, on 80' right-of-way, said point being the southwest corner of said Remnant Portion, some being the northwest corner of Mustang Creek, PHASE 2, a subdivision according to the plat recorded in Document No. 20201344110 of the Official Public Records of Williamson County, Texas for the westernmost southwest corner and POINT OF BEGINNING hereof.

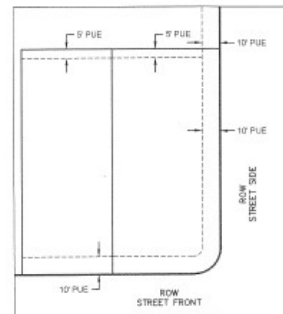
THENCE N 27°04'51" W, departing the north line of said Mustang Creek, PHASE 2, with the east right-of-way line of said F.M. 1660, some being the west line of said 169.99 acre tract, a distance of 273.24 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof.

THENCE departing the east right-of-way line of said F.M. 1660, through the interior of said Remnant Portion the following fourteen (14) courses and distances:

1. N 68°55'09" E, a distance of 29.71 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for the northeast corner hereof
3. N 23°34'18" E, a distance of 123.94 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. N 65°34'18" E, a distance of 192.62 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. N 79°09'41" E, a distance of 113.33 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
6. S 88°10'34" E, a distance of 704.02 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
7. S 79°52'11" E, a distance of 69.74 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. S 74°02'45" E, a distance of 61.14 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
9. S 67°42'05" E, a distance of 61.14 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. S 61°52'37" E, a distance of 61.18 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
11. S 54°29'35" E, a distance of 61.18 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
12. S 48°40'10" E, a distance of 61.14 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
13. S 41°20'10" E, a distance of 95.75 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
14. S 31°34'20" E, a distance of 274.20 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found at the northeast corner of said Mustang Creek, PHASE 2 for the southeast corner hereof;

THENCE with the northerly line of said Mustang Creek, PHASE 2 the following eight (8) courses and distances:

1. S 64°54'06" E, a distance of 275.89 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
14. S 79°12'03" W, a distance of 870.32 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
15. N 10°47'57" W, a distance of 180.00 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
16. N 79°12'03" W, a distance of 30.36 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
17. N 21°25'42" W, a distance of 222.59 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
18. S 68°34'18" W, a distance of 125.00 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
19. N 21°25'42" W, a distance of 29.30 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
20. S 68°34'18" W, a distance of 211.35 feet to the POINT OF BEGINNING and containing 18.568 acres in Williamson County Texas. Said tract being described in accordance with a survey plat prepared by Pape-Dawson Engineers, Inc. under Job No. S1048-03.



PUBLIC UTILITY EASEMENT (PUE) DETAIL

SCALE: 1" = 40'
DATE OF PLAT PREPARATION: DECEMBER 10, 2019
DATE OF PLAT SUBMITTAL: SEPTEMBER 21, 2020

SHEET 3 OF 4

FOR REVIEW ONLY, NOT FOR FINAL RECORDATION

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10001 N. MOFFAT EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78750 | 512.464.0711
TDP# FIRM REGISTRATION #476 | TDP# FIRM REGISTRATION #10009001

FINAL PLAT
OF
MUSTANG CREEK, PHASE 3

A 18.568 ACRE TRACT OF LAND BEING OUT OF A CALLED 153.340 ACRE TRACT CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NO. 2019098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 106, AND IN THE G.D. CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693 IN WILLIAMSON COUNTY TEXAS.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

THAT CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, AS OWNERS OF THE REMAINT PORTION OF THE CERTAIN 153.34 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019098376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 18.568 ACRE TRACT AS SHOWN HEREON, AND DOES HEREBY CONSENT TO ALL PLAT NOTE AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS MUSTANG CREEK, PHASE 3.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF October, 2020.

CONTINENTAL HOMES OF TEXAS, L.P., TEXAS LIMITED PARTNERSHIP

BY: CHTEX OF TEXAS, INC.
A DELAWARE CORPORATION,
ITS SOLE GENERAL PARTNER

BY: Adib Khoury
ADIB KHOURY, ASSISTANT SECRETARY

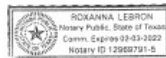
STATE OF TEXAS §
COUNTY OF Willamson §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADIB KHOURY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF October, 2020.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 02-03-2022



ENGINEER'S CERTIFICATION

I, DUSTIN GOSS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS (MUSTANG CREEK, PHASE 3) PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 5th DAY OF October, 2020.

Dustin Goss
DUSTIN GOSS
REGISTERED PROFESSIONAL ENGINEER NO. 91805
PAPE-DAWSON ENGINEERS, INC.
TPE, FIRM REGISTRATION NO. 470
TPELS, FIRM REGISTRATION NO. 10028801



SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 22, 2020.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 20 DAY OF SEPTEMBER, 2020.

Parker J. Graham
PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON ENGINEERS, INC.
TPE, FIRM REGISTRATION NO. 470
TPELS, FIRM REGISTRATION NO. 10028801



APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 14 DAY OF October, 2020.

Paul Gaud
PAUL GAUD, MAYOR
Shelly Hays
SHELLY HAYS, CITY SECRETARY



THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF HUTTO. THIS THE 21st DAY OF October, 2020.

Ashty R. R. R.
ASHTY R. R. R.
DIRECTOR OF DEVELOPMENT SERVICES

10-21-2020
DATE

WATER DISTRICT APPROVAL

THIS SUBDIVISION IS IN ACCORDANCE WITH THE TERMS OF THE NON-STANDARD SERVICE AGREEMENT BETWEEN JONAH WATER SPECIAL UTILITY DISTRICT AND CONTINENTAL HOMES OF TEXAS, L.P.

Bel Brown
BEL BROWN, JONAH WATER SUD

10-14-2020
DATE

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF November, 2020 A.D., AT 10:00 O'CLOCK A.M. AND DULY RECORDED ON THE 14th DAY OF November, 2020 A.D., AT 10:21 O'CLOCK A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2020137367.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: Brenda McKenzie
Brenda McKenzie, DEPUTY



FOR REVIEW ONLY, NOT FOR FINAL RECORDATION

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
18001 N. MOHAWK EXPY., SUITE 200 | AUSTIN, TX 78758 | 512.454.8711
TPE, FIRM REGISTRATION #470 | TPELS, FIRM REGISTRATION #10028801

DATE OF PLAT PREPARATION: DECEMBER 10, 2019
DATE OF PLAT SUBMITTAL: SEPTEMBER 21, 2020

SHEET 4 OF 4

EXHIBIT F - LOT TYPE 1 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$18,425.74

As the purchaser of the real property described above, you are obligated to pay assessments to City of 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 ***Mustang Creek 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. 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Annual Installment
2022	\$ 207.92	\$ 1,130.94	\$ 72.11	\$ 1,410.96
2023	\$ 217.82	\$ 1,118.26	\$ 73.55	\$ 1,409.63
2024	\$ 227.72	\$ 1,104.98	\$ 75.02	\$ 1,407.72
2025	\$ 237.62	\$ 1,091.09	\$ 76.52	\$ 1,405.23
2026	\$ 257.43	\$ 1,076.60	\$ 78.05	\$ 1,412.08
2027	\$ 267.33	\$ 1,060.90	\$ 79.61	\$ 1,407.84
2028	\$ 277.23	\$ 1,044.60	\$ 81.20	\$ 1,403.04
2029	\$ 297.03	\$ 1,027.70	\$ 82.83	\$ 1,407.56
2030	\$ 316.83	\$ 1,009.59	\$ 84.48	\$ 1,410.91
2031	\$ 326.73	\$ 990.27	\$ 86.17	\$ 1,403.18
2032	\$ 346.53	\$ 970.35	\$ 87.90	\$ 1,404.78
2033	\$ 366.34	\$ 949.22	\$ 89.66	\$ 1,405.21
2034	\$ 386.14	\$ 926.88	\$ 91.45	\$ 1,404.47
2035	\$ 415.84	\$ 903.34	\$ 93.28	\$ 1,412.46
2036	\$ 435.64	\$ 877.98	\$ 95.14	\$ 1,408.77
2037	\$ 455.45	\$ 851.42	\$ 97.05	\$ 1,403.91
2038	\$ 485.15	\$ 823.65	\$ 98.99	\$ 1,407.78
2039	\$ 514.85	\$ 794.06	\$ 100.97	\$ 1,409.88
2040	\$ 544.55	\$ 762.67	\$ 102.99	\$ 1,410.21
2041	\$ 574.26	\$ 729.47	\$ 105.05	\$ 1,408.77
2042	\$ 603.96	\$ 694.45	\$ 107.15	\$ 1,405.56
2043	\$ 643.56	\$ 657.62	\$ 109.29	\$ 1,410.48
2044	\$ 673.27	\$ 618.38	\$ 111.48	\$ 1,403.13
2045	\$ 712.87	\$ 577.33	\$ 113.71	\$ 1,403.91
2046	\$ 752.48	\$ 533.86	\$ 115.98	\$ 1,402.32
2047	\$ 801.98	\$ 487.98	\$ 118.30	\$ 1,408.26
2048	\$ 851.49	\$ 439.08	\$ 120.67	\$ 1,411.23
2049	\$ 900.99	\$ 387.16	\$ 123.08	\$ 1,411.23
2050	\$ 950.50	\$ 332.22	\$ 125.54	\$ 1,408.26
2051	\$ 1,000.00	\$ 274.27	\$ 128.05	\$ 1,402.32
2052	\$ 1,059.41	\$ 213.29	\$ 130.61	\$ 1,403.31
2053	\$ 1,128.71	\$ 148.69	\$ 133.22	\$ 1,410.63
2054	\$ 1,188.12	\$ 79.87	\$ 135.89	\$ 1,403.88
Total	\$ 18,425.74	\$ 24,688.18	\$ 3,324.96	\$ 46,438.88

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule

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.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-052 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, September 2, 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 Ordinance No. O-2021-053 approving a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism. (First Reading)(Legal)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million. Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. The deadline for ACSC members to take action on the Ordinance is October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

AGENDA ITEM REPORT



BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

AGENDA ITEM REPORT



POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021 Atmos Mid-Tex RRM Model Staff Report Attachments
2. 2021 Atmos Mid-Tex RRM Settlement Ordinance 8.24.21
3. 2021 Atmos Mid-Tex RRM Settlement Ordinance Attachments

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	20.25	\$		\$ 280,698,048	\$ 289,015,027	\$ 8,316,979
3	Consumption Charge	0.26651	0.27979	13,861,632		167,181,199	175,511,717	\$ 8,330,518
4	Revenue Related Taxes				627,298,034	30,398,805	31,528,717	
5	Total Class Revenue					\$ 478,278,052	\$ 496,055,461	\$ 17,777,409
6								
7	Commercial							
8	Customer Charge	\$	54.50	\$		\$ 59,642,184	\$ 61,830,888	\$ 2,188,704
9	Consumption Charge	0.11728	0.12263	1,094,352		42,672,431	44,619,033	\$ 1,946,602
10	Revenue Related Taxes				363,850,875	6,944,376	7,225,051	
11	Total Class Revenue					\$ 109,258,991	\$ 113,674,972	\$ 4,415,981
12								
13	Industrial & Transportation							
14	Customer Charge	\$	1,014.50	\$		\$ 7,158,312	\$ 7,442,316	\$ 284,004
15	Consumption Charge Tier 1	\$	0.4157	\$	7,479,741	3,109,328	3,238,728	\$ 129,400
16	Consumption Charge Tier 2	\$	0.3044	\$	8,282,846	2,521,298	2,626,490	\$ 105,192
17	Consumption Charge Tier 3	\$	0.0653	\$	13,018,926	850,136	885,287	\$ 35,151
18	Revenue Related Taxes		0.0680			925,722	963,306	
19	Total Class Revenue					\$ 14,564,796	\$ 15,156,127	\$ 591,331
20								
21	Total Excluding Other Revenue					\$ 602,101,840	\$ 624,886,561	\$ 22,784,721
22								
23								
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

[illegible]

[illegible]

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

ORDINANCE NO. O-2021-053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato,

General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

READ and **APPROVED** on the first reading this the **2nd** day of **September 2021**.

READ, PASSED, and ADOPTED on the second reading of this **16th** day of **September, 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)

APPROVED AS TO FORM:

City Attorney

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description (a)	Shared Services (b)		Post-Employment (c)		Pension Account Plan (d)		Mid-Tex Direct Supplemental Executive Benefit Plan (e)		Post-Employment Benefit Plan (f)		Adjustment Total (g)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson											
2	Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 6,600,073							
3	Allocation to Mid-Tex	43.68%	43.68%	76.11%	76.11%							
4	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)											
5	O&M and Capital Allocation Factor	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 5,023,057							
6	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%							
7		\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 5,023,057							
8	Summary of Costs to Approve (1):											
9												
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	38.66%							
11												
12												
13	Total Pension Account Plan	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 2,559,357							
14	Total Post-Employment Benefit Plan											
15	Total Supplemental Executive Benefit Plan											
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 2,559,357							
17												
18	Notes:											
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.											
20	2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the											
21	benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods											
22	includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.											
23	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.											

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-054 approving a zoning change request by Tex Mix 685 from SF-1, Single Family to General Commercial (B-2) for approximately 20.063 acres, more or less, generally located along Chris Kelley Blvd/FM 685. (First Reading)(Ashley Lumpkin)
Meeting: Thursday, September 2, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

The approximate 20 acre property has historically been the home of the Tex-Mex industrial ready-mix plant. As part of a development agreement, Tex-Mix agreed to zone this property General Commercial/B-2 Zoning District when the Tex-Mix operation relocated to SH130, specifically when the Certificate of Occupancy was issued for the new location.

The proposal is in compliance with the Future Land Use Map and meets all of the criteria for rezoning as set forth in the Unified Development Code.

North: Brushy Creek and Hutto Crossing PUD, existing residential

South: Undeveloped, ETJ

East: Chris Kelley Blvd. ROW, commercial and single-family

West: Undeveloped, ETJ

Notices were sent to all property owners within 600 ft of this property. At the time of writing, one response was received asking for the rezoning to be denied until an end-user is known.

SUMMARY OF REQUEST:

The Planning and Zoning Commission made the motion to recommend approval of the zoning change request from Tex Mix 685 from SF-1, Single Family to General Commercial (B-2) for an approximate 20.063 acre site, more or less, generally located along Chris Kelley Blvd/FM 685 as written. The Motion passed 6 Ayes to 0 Nays.

STAFF REVIEW:

FINANCIAL IMPACT:

None at this time.

AGENDA ITEM REPORT



POLICY IMPLICATIONS:

The request is in compliance with the Future Land Use Map.

ATTACHMENTS:

1. Fully Executed Development Agreement 5.10.19 - Final
2. Tex Mix 685 Hutto LOI Rezoning Letter
3. 1200CKB-TexMix-Survey(20.063ac)
4. 1200CKB(20.063ac)Zoning(Ord)
5. Favor(Brook)
6. Opposed (Carhmmichael)

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 2nd day of May, 2019 (the "Effective Date"), by and between the City of Hutto, Texas, a Texas home rule municipal corporation (the "City"), on the one hand, and Tex Mix Land, Ltd., its successors and assigns ("TML"), and Tex-Mix Partners, Ltd., its successors and assigns ("TMP"), on the other hand. The City, TMP, and TML are sometimes referred to individually as a "Party" and collectively as the "Parties."

Terms not otherwise defined herein shall have the meaning given in Appendix I.

RECITALS

WHEREAS, TML intends to acquire and develop an approximately 126-acre tract of land, which is referred to as Tract 2 in Exhibit A to this Agreement (the "Property"); and

WHEREAS, TMP intends to relocate and conduct its operations of supplying ready-mix concrete to residential, commercial, industrial, and government projects from its existing facilities in the City to certain portions of the Property upon completion of improvements to the Property; and

WHEREAS, the City has determined that relocation of certain TMP operations within the City will be a public benefit.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I PROJECT DESCRIPTION

- 1.1 **Purpose.** The "Project" means (i) the purchase of the Property by TML; (ii) engineering and architectural design work for development of the Property; (iii) the relocation and/or construction of a ready-mix concrete plant and related facilities by TMP on approximately 25 acres of the Property (the "Company Property"); and (iv) the subdivision, marketing for sale, and sale of one or more parcels of the remaining Property (the "Other Property") to one or more future owners ("Future Owners").

ARTICLE II TML AND TMP COVENANTS

- 2.1 **Acquisition of the Property.** TML will complete acquisition of the Property no later than December 31, 2019.
- 2.2 **Permits and Permission.** TML and/or TMP will ensure that they or their developer(s) or contractor(s) will make timely application to the City or other regulatory authorities for permits and approvals necessary to develop the Project.

- 2.3 TML and TMP Operations. TML is a family-owned and operated limited partnership, owning and leasing lands in the Austin, San Antonio, and surrounding communities. TMP is a family-owned and operated limited partnership, supplying ready-mix concrete for residential, commercial, industrial and government projects in the Austin, San Antonio, and surrounding communities from various plant sites in and around the communities it serves. At the start of operations on the Company Property, TMP will commence operations with at least twenty (20) employees and plans to grow to approximately thirty (30) employees within ten (10) years.
- 2.4 Project Development. TML and/or TMP will use reasonable best efforts to purchase material, including construction material, within the City limits of the City or as close to the City limits as possible, for the Project.
- 2.5 Anticipated Costs. TML and/or TMP estimates that it will spend more than three million dollars (\$3,000,000) on the Project including land, planning, relocation expenses, equipment and construction.

ARTICLE III CITY OBLIGATIONS

- 3.1 City Obligations. Contingent upon TML and TMP meeting its obligations set out herein, the City agrees to provide the following:
- (a) City hereby agrees to authorize the use of septic on the Property until such time as the City delivers wastewater infrastructure to the Property line.
 - (b) City shall request and in good faith pursue with Jonah SUD a Certificate for Convenience and Necessity ("CCN") swap to service the Property. If a CCN swap is not feasible, TML and/or TMP shall still connect to City of Hutto Water as a portion of the Hutto CCN covers the Company Property, provided that the City delivers adequate infrastructure, as reasonably determined by the Parties, to the Property. If the City fails to deliver adequate infrastructure to the Property to service the needs of TML and/or TMP, TML and/or TMP shall be permitted to connect to the Jonah SUD to serve the portion of the Property covered by the Hutto CCN.
 - (c) The City agrees, to the maximum extent permitted by law, to process TML's and/or TMP's applications for approval to re-zone the Property to allow for industrial uses of the Property and additional development modifications as set forth in Subsections 2.2.2.4 (Industrial Uses) and 3.4.4 (Industrial Building Design in Development Area C), respectively, of the revised Hutto Crossing Planned Unit Development ("PUD") in Exhibit C to this Agreement.
 - (d) City shall facilitate discussions between TML and/or TMP and TxDOT to allow access from the Property to State Highway 130.

- (e) City shall facilitate discussions between TML and/or TMP and Union Pacific Railroad to allow adequate access from the Property to State Highway 79.
- (f) City shall assist TML and/or TMP with marketing efforts for the Other Property to attract additional end users.
- (g) City shall waive all application and review fees associated with the Project to facilitate relocation of TMP's existing facilities within the City limits to the Property.

ARTICLE IV TML AND TMP OBLIGATIONS

4.1 TML and TMP Obligations.

- (a) Within two hundred and seventy (270) days of wastewater infrastructure being delivered by the City to the Property line, TMP will extend sewer to the Company Property and remove its use of septic in accordance with industry standards and TCEQ requirements. TML and/or TMP agree that any Future Owners will be contractually required to likewise extend sewer to and remove septic from Other Property, as well.
- (b) TML and TMP shall utilize the City of Hutto for water service on Company Property, provided that the City delivers adequate infrastructure, as reasonably determined by the Parties, to the Property. If the Parties determine that the City has not provided adequate infrastructure to the Property to service the needs of TML and TMP, TML and TMP shall be permitted to connect to the Jonah SUD.
- (c) Within thirty (30) days of obtaining a certificate of occupancy to begin operations on the Company Property, but prior to the sale of TML and TMP's existing site within the City limits (as more particularly described in Exhibit B to this Agreement), TML and/or TMP agree to submit and seek approval of a rezoning application for such site (Exhibit B) to zone it for B-2 Commercial.

ARTICLE V TERM

- 5.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall terminate ten (10) years after the Effective Date, or upon notice by TML and TMP to the City that the Project is complete, whichever occurs first.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

- 6.1 Representations and Warranties of TML and TMP.

- (a) Authorization. TML and TMP are limited partnerships duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to perform its obligations under this Agreement.
- (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which either TML or TMP is a party or by which either TML or TMP may be bound.
- (c) Execution. The execution and delivery by TML and TMP of, and TML's and TMP's performance under, this Agreement are within TML's and TMP's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of both TML and TMP has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of both TML and TMP, enforceable in accordance with its terms.
- (d) Litigation. Neither TML nor TMP has received written notice and has actual knowledge of any litigation pending or threatened against either TML or TMP that might adversely affect the Property or the Project or TML's or TMP's ability to perform their respective obligations under this Agreement.

6.2 Representations and Warranties of City.

- (a) Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.
- (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.
- (c) Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**ARTICLE VII
DEFAULTS; REMEDIES; TERMINATION**

7.1 Default by TML or TMP. The following shall constitute an "Event of Default" under this Agreement by TML or TMP:

- (a) Abandonment or Suspension. Following commencement of construction at the Property, either TML or TMP voluntarily abandons or substantially suspends such construction for more than forty-five (45) consecutive days; provided, however, that a suspension for purposes of this Section 8.1(b) shall not include any delay

caused by a Force Majeure event or the regulatory authority of the City or other regulatory agencies.

- (b) Failure to Perform Obligations. Without limiting any other provision of this Section, either TML or TMP fails to materially perform any other obligation or duty provided in this Agreement, except as caused by a Force Majeure event or the regulatory authority of governing regulatory agencies, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand, via certified mail, by the City to TML or TMP to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, either TML or TMP fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.
- (c) Assignment. Either TML or TMP attempts to assign rights under this Agreement, unless the assignee assumes all obligations of TML and TMP and provides prior written notice, via certified mail, to the City.
- (d) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of TML or TMP, either in a proceeding brought by TML or TMP or in a proceeding brought against TML or TMP, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or TML or TMP consents to or acquiesces in such appointment or possession; TML or TMP files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against TML or TMP under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming TML or TMP is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by TML or TMP.

7.2 Default by City. The following shall constitute an "Event of Default" under this Agreement by the City:

- (a) Failure to Perform Obligations. Without limiting any other provision of this Section, City fails to materially perform any other obligation or duty provided in this Agreement, except as caused by a Force Majeure event, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand, via certified mail, by either TML or TMP to City to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, City fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to

completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.

- (b) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of City, either in a proceeding brought by the City or in a proceeding brought against the City, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or the City consents to or acquiesces in such appointment or possession; the City files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against the City under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming the City is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the City.

7.3 City Remedies. Upon the occurrence and during the continuance of an Event of Default by TML or TMP, in addition to any other remedies at law or in equity, the City may pursue the remedies set forth below:

- (a) Specific Performance. The City may institute an action for specific performance, to the extent permitted by Legal Requirements.
- (b) Damages. The City may pursue a claim against either TML or TMP for, and TML and/or TMP shall be liable for, actual, but not punitive or consequential, damages.
- (c) Tolling of Other Obligations. The City may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days either TML's or TMP's Event of Default existed.

7.4 TML and TMP Remedies. Upon the occurrence and during the continuance of an Event of Default by the City, in addition to any other remedies at law or in equity, TML and/or TMP may pursue the remedies set forth below:

- (a) Termination of the Project. TML and TMP may terminate its obligations under this Agreement.
- (b) Damages. TML and/or TMP may pursue a claim against the City for, and the City shall be liable for, actual, but not punitive or consequential, damages.

7.5 Cumulative Rights/Remedies. The rights and remedies of the Parties to this Agreement are cumulative and the exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by

the other Party. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

ARTICLE VIII MISCELLANEOUS

- 8.1 Notices. All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to TML and TMP, to:

R. Logan Owens, CEO
Tex-Mix Partners, Ltd.
P.O. Box 830
Leander, Texas 78641
Phone: (512) 759-1438

With a copy to:

Kelley Drye & Warren LLP
Attn: William C. Petit
515 Post Oak Blvd., Suite 900
Houston, Texas 77027
Phone: (713) 355-5023

If to the City, to:

Odis Jones, City Manager
500 W. Live Oak St.
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

William H. Bingham
McGinnis Lochridge & Kilgore, L.L.P.
600 Congress Avenue, Suite 2100
Austin, Texas 78701

Phone: (512) 495-6000
Facsimile: (512) 495-6093

Any party may change its address for receiving notice by giving notice of a new address in the manner herein provided; however, if mailed, notice of such new address will be effective only upon actual receipt by the other party.

- 8.2 Independent Contractor. TML and TMP are independent contractors with respect to the Project and is not serving as the employee or agent of the City. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the Parties. Each of TML, TMP, and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of TML, TMP, and the City are not, and shall not be deemed to be, employees of the other. Neither Party has the right or power to bind or obligate the other Party for any liabilities or obligations without the prior written consent of the other Party.
- 8.3 Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, and be legal, valid, and enforceable such that the intention of the Parties is effected as closely as is possible.
- 8.4 Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for TML, TMP, and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 8.5 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the Parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- 8.6 No Waiver. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.
- 8.7 Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS 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.

- 8.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 8.9 Attorney's Fees. Should any legal action be brought by either Party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court or arbitrator.
- 8.10 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any Party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto.
- 8.11 Successors and Assigns. Except as provided in this Section, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City, TML, and TMP, and where the terms "TML," "TMP," or the "City" are used in this Agreement, they

mean and include their respective permitted successors and assigns. If any Party hereto assigns its interest herein as permitted hereby, the assigning Party will not be released from its obligations hereunder, except to the extent it obtains a written release from the beneficiary Party to such obligations, which such beneficiary Party may give or withhold in its sole and absolute discretion.

- 8.12 Assignment. Neither TML nor TMP shall assign any or all obligations under this Agreement without the written consent of City, which may be withheld by City in its sole discretion. In the event that such consent is given, it shall not relieve TML or TMP from any of the obligations of this Agreement or of any order (whether written or oral) between City and TML and TMP. Any such assignee shall be considered the agent of TML and TMP and, as between the Parties hereto, TML and TMP shall be and remain liable as if no such assignment or subletting had been made.
- 8.13 Force Majeure. Either Party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such Party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the Party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, or any other cause beyond the reasonable control of the Party invoking this section, and if such Party shall have used its commercially reasonable efforts to mitigate such effects, and such Party shall have given written notice to the other Party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
- 8.14 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the Parties, the City and TML and TMP agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

TEX-MIX PARTNERS, LTD., a Texas limited partnership

Waco Tex Mix, Inc., its General Partner

By: [Signature]
Its: Vice President

Date: 5/2/19

TEX MIX LAND, LTD., a Texas limited partnership

Waco Tex Mix, Inc., its General Partner

By: [Signature]
Its: Vice President

Date: 5/2/19

CITY OF HUTTO, a municipal corporation

[Signature]

By: Odis Jones
Its: City Manager

Date: 5/10/19

Attest: [Signature]
Lisa L. Brown, City Secretary

Date: 5/10/19

APPENDIX I

DEFINED TERMS

1. "Agreement" means this Development Agreement.
2. "Applicable Bankruptcy Law" has the meaning given in Section 7.1(e).
3. "City" means the City of Hutto, Texas, a municipal corporation.
4. "Claim" has the meaning given in Section 6.1(a).
5. "Effective Date" has the meaning given in the introductory paragraph.
6. "Force Majeure" means 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, City of Hutto, or any other civil or military authority, 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 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, explosions, acts or omissions of either party (or a subdivision thereof) to this Agreement or other causes not reasonably within the control of the party claiming such inability (except that in no event shall Force Majeure include (a) financial inability to perform unless such event, act or cause results primarily from the occurrence of a Force Majeure event described above, or (b) acts of the party claiming such inability, or a subdivision thereof, including without limitation any ordinances, regulations, orders or similar action by such party or a subdivision thereof).
7. "Hazardous Materials" means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as "hazardous substance," "hazardous material," "hazardous waste," "acutely hazardous", "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).
8. "Legal Requirements" mean applicable restrictive covenants, service extension requests, zoning ordinances, and building codes; access, health, safety, environmental, and natural resource protection laws and regulations and all other applicable federal, state, and local laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions.

9. "Party" and "Parties" have the meaning given in the introductory paragraph.

10. "Person" means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision thereof or other entity, whether acting in an individual, fiduciary or other capacity.

Exhibit A

Legal Description of the Property (Tract 2)

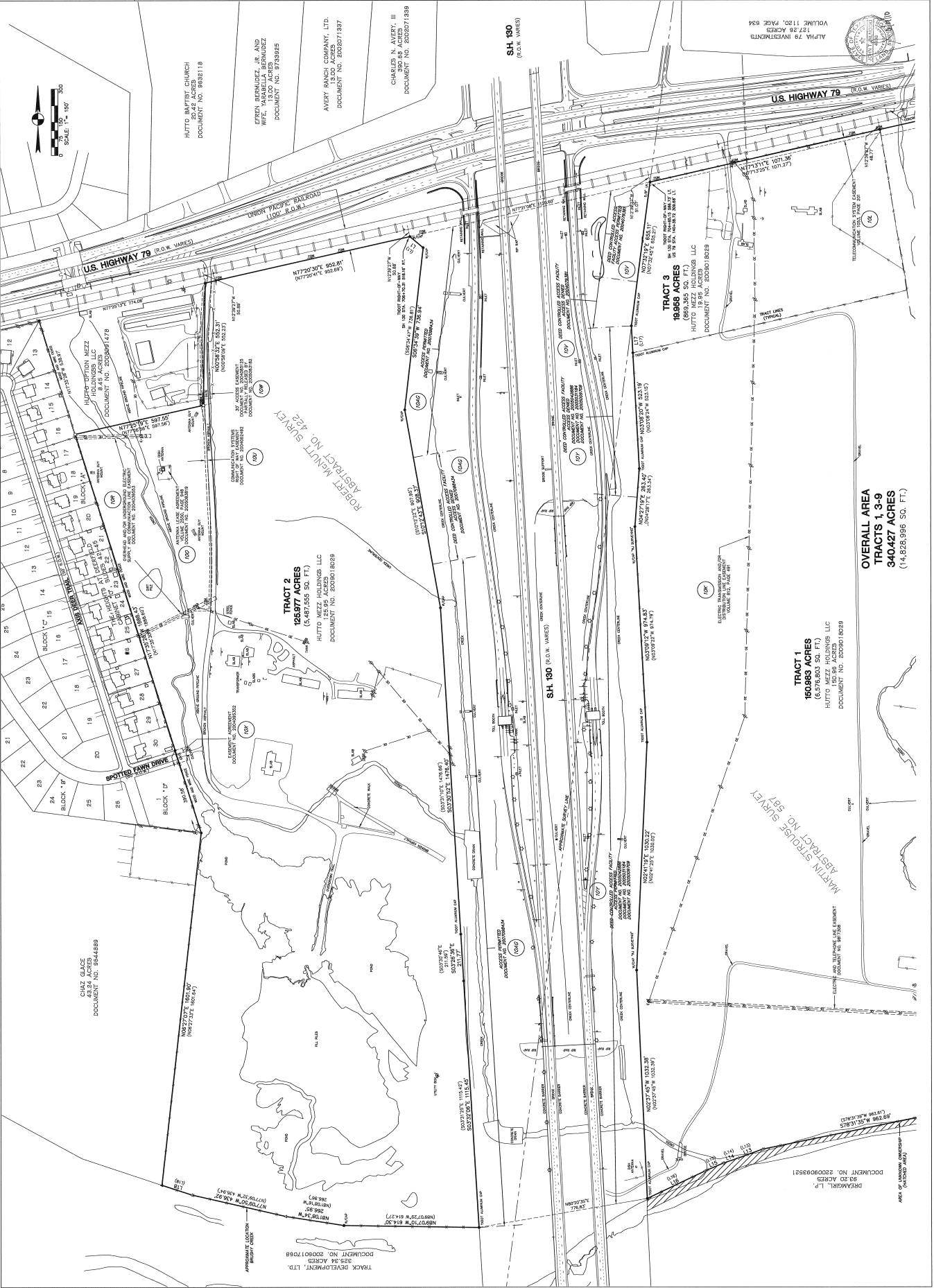
Scale: 1"=200'	DWG. NO. 10050-03
Drawn by: KRM	Approved by: JMB
Block: --- Cont'd H-173201	
File: H:\10050\01\10050011.dwg	

SUN BELT INVESTMENT PARTNERS I LP THE CROSSINGS OF CARMEL CREEK

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY

Bury+Partners
ENGINEERING SOLUTIONS
10000 N. 10th St., Suite 100
Phoenix, Arizona 85020-3018
Tel: (602) 998-0011 Fax: (602) 998-0055

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
19931543, 2004034265, 2004094951, 20050803815, 2006025189, 2006025193 AND 2007004452 OF THE
COUNTY, TEXAS BEING ALL OF THOSE CERTAIN TRACTS OF LAND RECORDED UNDER DOCUMENT NOS.
ABSTRACT NO. 422 AND MARTIN STROUSE SURVEY, ABSTRACT NO. 567, ROBERT MONTI SURVEY,
OF 466.04 ACRES OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT NO. 567, ROBERT MONTI SURVEY,
COUNTY, TEXAS BEING ALL OF THOSE CERTAIN TRACTS OF LAND RECORDED UNDER DOCUMENT NOS.



OVERALL AREA
TRACTS 1, 3-9
340,427 ACRES
(14,828,996 SQ. FT.)

TRACT 1
160,883 ACRES
HUTTO MIZZ HOLDINGS, LLC
18.95 ACRES
DOCUMENT NO. 2008018039

TRACT 2
128,977 ACRES
HUTTO MIZZ HOLDINGS, LLC
18.95 ACRES
DOCUMENT NO. 2008018039

TRACT 3
18,958 ACRES
HUTTO MIZZ HOLDINGS, LLC
18.95 ACRES
DOCUMENT NO. 2008018039

CHAZ GLAZE
43.24 ACRES
DOCUMENT NO. 3944888

TRACK DEVELOPMENT, LTD.
325.34 ACRES
DOCUMENT NO. 2008017068

DRZMAGILL, L.P.
8.50 ACRES
DOCUMENT NO. 2009089521

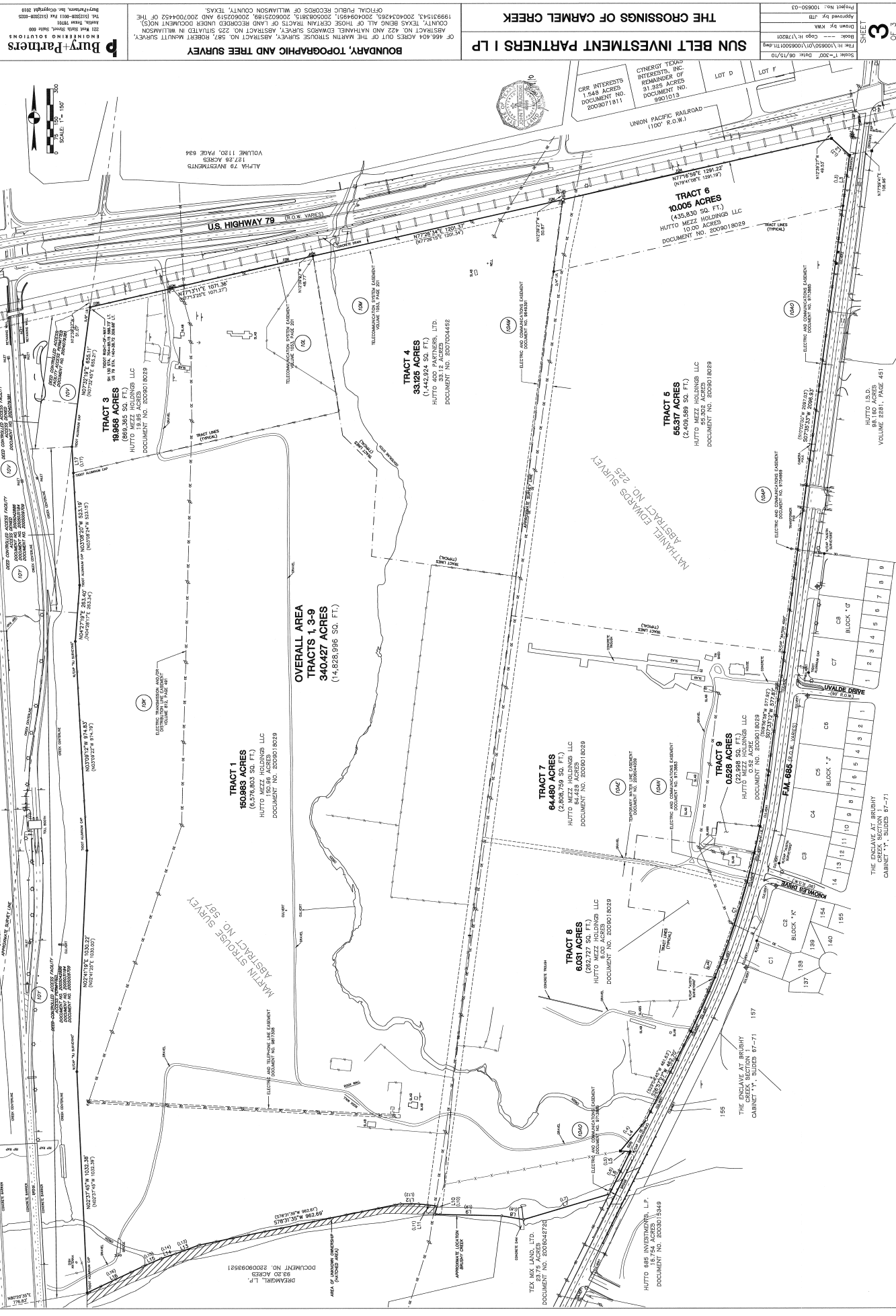


Exhibit B

Legal Description of existing concrete facility site

Exhibit C

Hutto Crossing Planned Unit Development

Hutto Crossing Planned Unit Development

April 16, 2013

Applicant's PUD Amendment: January 25, 2018

PUD Amendment #3: April 18, 2019

TABLE OF CONTENTS

1. GENERAL PROVISIONS

1.1. Title	1
1.2. Purpose and Intent	1
1.3. PUD Criteria.....	1
1.4. Compatibility with Gateway Overlay	1
1.5. Severability	2
1.6. Amendments to Ordinance	2
1.7. Definitions	3
1.8. Development Review Process	4
1.9. Vested Development Rights	4
1.10. Reviewing and Administration Parties.....	4
1.11. Interpretation	4

2. DEVELOPMENT PLAN

2.1. Permitted Uses in the PUD.....	5
2.2. Use Descriptions and Standards	6
2.3. Use Specific Design Standards	10
Exhibit A- PUD Development Plan	12

3. SITE DESIGN STANDARDS

3.1. General Standards.....	13
3.2. Site Design.....	17
3.3. Parking and Access	24
3.4. Architectural Design.....	37
3.5. Landscaping.....	69
3.6. Common Open Space	81
3.7. Fences and Walls	83
3.8. Outdoor Lighting	87
3.9. Signs	92

4. SUBDIVISION STANDARDS

4.1. Lot Division and Adjustment Processes	106
4.2. Plat Types	107
4.3. General Provisions	108
4.4. Assurances for Improvement Completion	113
4.5. Construction Standards	115
4.6. Lot Configuration	115
4.7. Parkland Dedication.....	116
4.8. Pedestrian and Bicycle Facilities	117
4.9. Street Classifications	119
4.10. Street Design.....	124
4.11. Street Grid, Circulation, and Connectivity	127
4.12. Driveways and Easements	131
4.13. Road Adequacy Standards	132

Attachment A – Use-specific Design Standards for Self-storage Facilities

Attachment B – Additional Permitted Uses and Design Standards for Development Area D

1. GENERAL PROVISION

1.1. Title

This ordinance is known as “Hutto 465 Ac Tract Planned Unit Development Ordinance”, and may be cited as “Hutto 465 Ac Tract PUD” , “this PUD” or “the District”.

1.2. Purpose and Intent

Hutto 465 Ac Tract PUD Ordinance is intended to encourage innovative planning and flexibility in land use, density, site planning and design for development of the 465-acre property. This PUD accommodates development with a mixed of uses, and allows a degree of flexibility in the application of standards and rules based the Unified Development Code of the City of Hutto.

Designation of a single use zoning district and application of standard development provisions would be too rigid for practical application on the unique and bifurcated property, challenged with difficult access constraints, including the abutting Union Pacific Railroad ROW, Brushy Creek and SH130.

This ordinance is enacted to promote the following:

- Promote good planning practice, design, architecture and urban design; and orderly land use
- Preserve open space and prevent overcrowding.
- Provide the physical infrastructure needed to serve city residents and visitors
- Secure safety from fire and other dangers, and provide for adequate sun, light and air.
- Merge rules governing land use and development into one accessible and comprehensible document for the property.

1.3. PUD Criteria

The PUD plan and development standards set forth in this Ordinance are consistent with the following criteria:

- The PUD would not adversely affect property near the site, and it achieves the benefits of an improved design
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value
- The PUD will give benefits through providing City parkland, open space, harmonious design, and energy efficient site design
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation
- Architectural design, landscaping, hardscaping and signage parameters set forth in this PUD give evidence of compatibility with adjacent development and internal consistency of design.

1.4. Compatibility with Gateway Overlay

Hutto 465 Ac Tract PUD Ordinance acknowledges the design principles and intent of the Gateway Overlay District as stated in the Gateway Overlay intent statement. The PUD recognizes that the Gateway Overlay District goals set forth below are to be reflected in the PUD standards:

- Coordinate with ongoing planning efforts for the Hutto Gateway and to further goals, policies and objectives outlined in the Comprehensive plan.

- Ensure the integrity of the ongoing planning process so public discourse can take place involving affected property owners and city residents while still ensuring individual development proposals are consistent with Comprehensive plan goals, policies and objectives.
- Ensure new development incorporates the following:
 - Pedestrian-friendly environment with wide sidewalks, tree-lined streets, active shopfronts, short blocks and variety of uses
 - Variety of public gathering places such as squares and civic greens
 - Naturally calmed streets, shaded by rows of trees that allow for on-street parking
 - Streets and sidewalks that form a connected network, providing a variety of pedestrian and vehicular routes to any single destination in and out of the development
 - Variety of compatible uses, allowing people the opportunity to live, work and play near one another, including, specifically, residential uses above ground floor commercial uses, as appropriate
 - Opportunities for housing choice and variety, including attached and detached homes available for both rental and ownership
 - Buildings placed close to the local or internal collector streets, oriented to the sidewalk and street front, providing easy access for pedestrian activity
 - Building facades that create visual interest through horizontal and vertical articulation with windows, multiple entrances facing streets and sidewalks, and no blank walls
 - Parking located to the rear or side of buildings (to the extent practical)
 - Central Texas native landscaping and trees in parking areas and along bordering walkways
 - Protection and enhancement of the natural features of the site, using them as the framework in creation of any site plans
 - Internal principal (“main”) street as part of the organization of development on the site
 - Development that does not turn its back on arterial streets (to the extent practical), but instead focuses on taming the street edge with element such as slip roads, landscaping and pedestrian-oriented features

1.4.1. General applicability and interpretation

Hutto 465 Ac Tract Planned Unit Development Ordinance applies to all regulations and other matters regarding land use and development of land within the PUD boundary, including zoning, subdivision, platting and urban design.

This ordinance is referenced to the “**Unified Development Code of the City of Hutto, Texas**” (amended 03-09-2012) in effect on the date of adoption of this ordinance, which may also be cited as the “UDC”. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.5. Severability

If a regulation, article, section, phrase, clause, term, word, or part of this PUD is considered invalid, it will not affect the applicability and enforceability of the remaining portions.

1.6. Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor deviations from the approved PUD. The Development Services Department may approve minor deviations if they promote flexibility in design and are consistent with the intent of the original PUD approval.

- An administrative approval is a ruling that would permit a practice that is not consistent with a specific provision of this Ordinance but is justified by the provisions of the Section 1.2 Intent and Purpose and Section 1.3 PUD Criteria above. The Development Services Department shall have the authority to approve or disapprove administratively a request for an administrative approval pursuant to regulations established by the Development Services Department and approved by the City Council. Where no specific criteria for granting of the modification are specified, an administrative approval may be granted only for a dimensional deviation of less than 10% of the specified standard.
- The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.7. Definitions

Definitions set forth in **Section 10.202 of the UDC**, including general abbreviations, terms, definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

Sign height: distance from the bottom of the sign face to the top of the sign.

Sign, PUD identification: sign identifying the name and/or logo of the Hutto PUD district without advertising individual developments within the PUD. A PUD identification sign is characterized by expressing a coherent character or features of the District and is distinct from a development sign internal to the PUD that identifies a neighborhood, apartment, residential subdivision or other development within the PUD.

Sign, wayfinding: sign which provides orientation, information, directions or wayfinding within or about the District. Wayfinding signs may be free standing (pole), kiosk, monument wall or other permitted sign type for the District.

Sign face area: area of the smallest rectangle enclosing the extreme limits of the sign lettering. The sign area calculated shall be measured on a single side. Sign face area does not include a supporting structure, monument, monument base, pole cover, or landscape feature unless used to convey a message.

Clear vision area: unobstructed view area at corner lots and curb cuts. The clear vision area is a triangle formed between points on flow lines following property lines 30 ft. from the point of intersection at a corner lot, and 20 ft. along a property line and a driveway edge of pavement at a curb cut.

Fence height: distance from the top of the fence or wall to the finish grade of the lot directly under it. Berms, walls or similar features constructed for increasing the height of a fence or wall are considered part of the fence or wall.

1.8. Development Review Process

The development review process for property within the boundary of this PUD shall comply with the **Section 10.203 the UDC**, except that applications under this PUD shall be eligible to utilize the following by right:

- Applications shall be processed with priority over those under the existing conventional zoning code or the UDC, including those with earlier filing dates.

1.9. Vested Development Rights

The effective date and expiration of vested development rights for property within the boundary of this PUD shall comply with **Section 10.204 the UDC**.

1.10. Reviewing and Administration Parties

The reviewing and administrative parties, their responsibilities and processes established in **Section 10.208 of the UDC** shall apply for development of this PUD.

Development Services staff as identified in this PUD shall include City of Hutto Planning, Engineering, Parks and Recreation and other City departments as appropriate.

1.11. Interpretation

Interpretation of this PUD shall follow the procedures established in **Section 10.209 of the UDC**.

Photos are not considered official, adopted parts of the PUD.

Photos and drawings used in this PUD are examples intended to explain certain design concepts. Some features shown in photos and drawings may not conform to other sections of this PUD. If there is a conflict of meaning or implication between the text of this PUD and any heading, drawing, table, figure or illustration, the text will control.

Images depicting a business are not considered an official endorsement.

2. DEVELOPMENT PLAN

2.1. Permitted Uses in the PUD

Permitted uses within the boundaries of the PUD are as follows:

2.1.1. Residential Uses

2.1.1.1. Single household detached, village, and zero lot line

The single household use is a setting for single household residential development of a medium density detached, village or zero lot line character, with support facilities and services that are compatible with single household residences. Density may range from four to eight dwelling units per acre, depending on the context of the development.

2.1.1.2. Two to four household

The two to four household use is a setting for two household, three household and four household residential structures of a medium density, suburban and village character, along with support facilities and services that are compatible with residential areas. Density may range from eight to 14 dwelling units per acre, depending on the context of the development.

2.1.1.3. Single Household attached (Townhouse and condominium)

The single household attached use is a setting for townhouse and condominium attached residential structures of a medium density character, along with support facilities and services that are compatible with a range of residential areas. Density may range from six to 20 dwelling units per acre, depending on the context of the development.

2.1.1.4. Multiple unit household

The multiple unit household use is a setting for development of multi-unit residential structures and developments, such as apartment and condominium complexes, garden and courtyard multifamily residential buildings, and residential loft buildings. Density may range from 14 to 25 dwelling units per acre, depending on the context of the development.

2.1.2. Commercial and retail use

2.1.2.1. Commercial and retail use

The commercial and retail use is a setting for low to mid intensity retail uses, offices and personal services intended to serve residents of a neighborhood and surrounding community. Additionally, commercial and retail use is a setting for development of a wide range of retail uses, offices and personal and business services. Commercial and retail use should be clustered at locations accessible to the community. Site and building design standards are intended to encourage high quality development, promote internal and external pedestrian connectivity, and prevent potential harm to adjacent residential uses.

2.1.3. Industrial Uses

2.1.3.1. Light industry

Light industry use is composed of land and structures used primarily to provide space for commercial enterprises involved in research and development, light manufacturing, packaging, warehousing, distribution, and skilled mechanical trades. Light industry uses should be grouped together in large, contiguous areas, close to transportation facilities, well separated or buffered from low density residential areas. See Attachment B for additional light industry uses and design standards limited to Development Area D, Attachment B is part of the Hutto Crossing PUD.

2.1.3.2. General Industry

General industry uses are limited to Development Area D. See Attachment B for general industry use description and design standards. Attachment B is part of the Hutto Crossing PUD.

2.1.3.3. Heavy Industry

Heavy Industry uses are limited to Development Area D. See Attachment B for heavy industry use description and design standards. Attachment B is part of the Hutto Crossing PUD.

2.1.4. Recreational Uses

2.1.4.1. Recreation use

The recreation use accommodates recreation and resort uses that take advantage of the land, encourages large outdoor recreation uses that could not easily be provided in the already urbanized portions of the area, and permits commercial and service uses connected with recreational activities. Recreation use should be generally separated or buffered from low density residential areas.

2.2. Use Descriptions and Standards

Refer to **Sections 10.306 – 10.311 of the UDC** for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses permitted in the PUD.

2.2.1. General performance standards

The general performance standards for property within the boundary of this PUD shall comply with **Section 10.312 the UDC**.

2.2.2. PUD uses

Permitted uses set forth in this section 2.2.2 in the PUD must conform to **Exhibit A, PUD Development Plan**.

2.2.2.1. Permitted Use table abbreviations

	Context
X	Permitted use permitted by right, subject to conditions and performance standards for the use. All permitted uses are subject to conditions set forth in Section 10.202 of the UDC .
-	Not a permitted use
*	Permitted use permitted by right within the designated overlay area and shown on Exhibit A – PUD Development Plan, subject to conditions and performance standards for the use. All permitted uses are subject to conditions set forth in Section 10.202 of the UDC

Permitted Uses

2.2.2.2 Residential Uses

Residential Uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Assisted living facility	X	X	X	X
Boarding and rooming house	-	-	-	-
Dwelling: live-work	X	X	X	X
Dwelling: accessory unit	X	X	X	X
Dwelling: manufactured	-	-	-	-
Dwelling: multiple unit	X	X	X	X
Dwelling: single household attached	X	X	X	X
Dwelling: single household detached	-	X	X	X
Dwelling: single household village	-	X	X	X
Dwelling: single household zero lot line	-	X	X	X
Dwelling: two to four household	-	X	X	X
Group home	-	-	-	-
Halfway House	-	-	-	-
Independent living facility	X	X	X	X
Manufactured home park	-	-	-	-
Nursing home	X	X	X	X

2.2.2.3 Commercial and Retail Uses

Commercial and retail uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Adult oriented use	-	-	-	-
Bakery: retail	X	X	X	X
Bank	X	X	X	X
Campground, recreational vehicle park	-	-	-	-
Car wash	-	-	-	-
Club/lodge facility	X	X	X	X
Convenience store	X	X	X	X
Convenience store: with gasoline sales	X	X	X	X
Day care: child (1-6 children)	X	X	X	X
Day care: child (greater than 6 children)	X	X	X	X

Hutto Crossing

April 16, 2013

PUD Amendment #3 March 18, 2019

7

Commercial and retail uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Day care: adult (1-4 persons)	X	X	X	X
Day care: adult (greater than 4 persons)	X	X	X	X
Day care: pet	X	X	X	X
Day labor agency	-	-	-	-
Entertainment facility, theater	X	-	X	X
Farm product sales	X	X	X	X
Food catering	X	X	X	X
Funeral home	X	-	X	X
Gas station	X	-	X	X
Grocery store	X	X	X	X
Indoor recreation facility	X		X	X
Instructional facility	X	X	X	X
Kennel	-	-	-	-
Large item sales and rental: class 1	X	-	X	X
Large item sales and rental: class 2	X	-	X	X
Lodging establishment	X	X	X	X
Lodging establishment: bed and breakfast	X	X	X	X
Manufactured home sales	-	-	-	-
Nightclub	X	-	X	X
Office: medical	X	X	X	X
Office: professional	X	X	X	X
Outdoor recreation facility	X	X	X	X
Personal and business service shop	X	X	X	X
Print shop	X	X	X	X
Restaurant, bar	X	X	X	X
Retail store (no more than 10,000 sq. ft.)	X	X	X	X
Retail store (greater than 10,000 sq. ft.)	X	-	X	X
Special services	-	-	-	-
Travel plaza, truck stop	-	-	-	-
Vehicle auction	-	-	-	-
Veterinary clinic	X	X	X	X
Enhanced architectural self-storage facilities		*	*	X

2.2.2.4 Industrial Uses

Industrial uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
General industrial use	-	-	-	X
Heavy industrial use	-	-	-	X
Junkyard	-	-	-	-
Light industrial use	-	-	X	X
Research laboratory	-	-	X	X
Self-storage facility	*	-	*	X
Trade use	X	-	X	X
Vehicle minor repair facility	X	-	X	X
Vehicle major repair facility	-	-	-	X
Vehicle storage facility	-	-	-	-
Warehouse and distribution facility	-	-	X	X

2.2.2.5 Institutional Uses

Institutional and civic uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Amenity center	X	X	X	X
Aquatic facility	X	X	X	X
Athletic facility	X	X	X	X
Cemetery	-	-	-	-
Community facility	X	X	X	X
Golf course	-	-	-	-
Hospital	X	-	X	X
Park	X	X	X	X
Park and ride lot (as principal use)	X	-	X	X
Place of worship or assembly	X	X	X	X
Public utility substation	X	X	X	X
School: no more than 5 students	X	X	X	X
School: at least 6 students	X	X	X	X
Transit station	X	-	X	-

2.2.2.6 Temporary Uses

Temporary uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Construction equipment storage lot	-	-	X	X
Construction field office	X	X	X	X
Garage sale	X	X	X	X
Model home / lot sales	X	X	X	X
Portable storage container	X	X	X	X
Temporary building	-	-	X	X

* A self-storage facility overlay area within Development Areas A and C extending south 300 feet from the northern property line adjacent to the Union Pacific Railroad and east within Development Area A to the private drive serving the commercial pad site uses fronting Chris Kelley Boulevard (see Exhibit A – PUD Development Plan). Within this overlay area, self-storage facilities are a permitted use.

2.2.2.7. Accessory uses

Accessory uses and structures are intended to allow property owners the full use of their property while maintaining the character of the surrounding area. Accessory uses and structures must be built and used only for purposes that are secondary and normal to the principal use of the property and must be placed on the same lot with the principal use.

Accessory uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Antenna, radio hobbyist $\leq$ max ht in district	X	X	X	X
Antenna, radio hobbyist $\geq$ max ht in district	-	-	-	-
Antenna, non-residential: $\leq$ 15 ft. above roofline	X	X	X	X
Antenna, non-residential use: other	X	X	X	X
Wireless facility: attached	X	X	X	X
Wireless facility: concealed	X	X	X	X
Wireless facility: freestanding	-	-	-	-
Donation drop-off box	X	X	X	X
Drive through facility	X	X	X	X
Home occupation	X	X	X	X
Residential accessory structure	X	X	X	X
Satellite dish	X	X	X	X
Swimming pool	X	X	X	X
Vending machine (outdoor)	X	X	X	X

Accessory uses	DevAreaA	DevAreaB	DevAreaC	DevAreaD
Free-standing cisterns	X	X	X	X
Wind energy system	X	X	X	X

2.2.3. Applicability and enforcement

2.2.3.1. New and undefined uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the city. To provide for contingencies, Development Services staff will consider the appropriateness of an undefined use in this PUD and may administratively approve such uses. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD
- The use is not similar in nature and impact to a use defined and listed as a prohibited use in the PUD, or prohibited in the PUD but permitted in a different district
- The use conforms to the intent of this PUD
- The interpretation does not lower the protection given to the public by this PUD
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas
- Performance standards and conditions for uses similar in nature and impact are also considered

If Development Services staff finds the proposed land use is not appropriate for the district, the applicant may appeal the decision to the City Council within 60 days of determination.

2.3. Use Specific Design Standards

2.3.1. Large item sales and rental (Class 1, 2, and 3)

2.3.1.1. Architecture

Separate structures (service building, car wash, used car sales building, etc.) on a site must share architectural detail and design elements similar or compatible to the host building to provide a cohesive project site.

Vehicle service areas and bays must be screened or sited so they are not visible from the street.

Garage doors cannot face the street.

Garage doors must be integrated into the overall design theme of the site with color, texture, and windows.

2.3.1.2. Parking, circulation, and stacking

Vehicle display parking and inventory areas are not exempt from site planning standards.

Large expanses of concrete or asphalt must be avoided. Unrelieved pavement in vehicle display areas and other areas often visited by customers must be limited by using landscaping, contrasting colors and banding or pathways of alternate paver material.

Vehicle/pedestrian conflict points must be clearly defined with textured and colored pavement or pavers.

Service areas must provide adequate stacking space that does not impede vehicle circulation through the site or result in vehicles stacking into the street.

2.3.1.3. Landscaping

Vehicle display parking and inventory areas are not exempt from landscaping standards.

Inventory cannot be stored, parked or displayed in landscape areas.

2.3.2. Vertical mixed use

2.3.2.1. Definition

A single building containing more than one type of land use; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary, cohesive whole. Vertical mixed use buildings are building where two or more different uses occupy the same building usually on different floors, for instance, retail on the ground floor and office and/or residential uses on the second and/or third floors.

2.3.2.2. Applicability

Vertical mixed use buildings and development containing residential uses permitted in table 2.2.2.2 and commercial and retail uses permitted in table 2.2.2.3 are permitted in designated areas conforming to **Exhibit A, PUD Development Plan.**

2.3.3 Self-storage facilities

Use specific design standards for self-storage facilities are set forth in Attachment A – Use-specific Design Standards for Self-storage Facilities and made a part of the Hutto Crossing PUD.

Exhibit A- PUD Development Plan



3. Site Design Standards

3.1. General Standards

3.1.1. Utilities

3.1.1.1. Utility lines

All new utility service lines must be placed underground. Transmission lines are exempted.

3.1.1.2. Utility boxes

- Utility boxes must be as small as practical.
- Utility boxes greater than 2 ft. tall cannot be placed in the clear vision area, or interfere with use of streets, alleys, sidewalks, and bicycle paths.
Utility boxes in the front yard on a block must be painted a uniform earth tone color.

3.1.2. Lot dimensions and area

Required lot dimensions and area are as follows:

	Single Family				Two-to-Four Unit	Single Family Attached	Multifamily	Vertical Mixed Use; Institutional	Commercial and Retail	Industrial
	Detached	Detached alley load, cul-de-sac or detached garage	Zero Lot Line	Village						
Lot area (min)	5,175 sq. ft.	5,500 sq. ft.	4,950 sq. ft.	4,500 sq. ft.	4,500 sq. ft.	1,500 sq. ft. per unit	20,000 sq. ft.	10,000sq. ft.	10,000sq. ft.	10,000 sq. ft.
Lot width at front setback line (min) *	45 ft.	45 ft.	45 ft.	45 ft.	45 ft.	20 ft.	100 ft.	75 ft.	75 ft.	75ft.

* except flag lots, which shall be 30 ft.

- Flag lots must have at least 30 ft. frontage along a public right-of-way.

3.1.3. Building envelope

3.1.3.1. General

If there is a conflict among the setback and landscape/buffer yard standards in this PUD when applied to a certain site, the setbacks set forth in this section will apply.

3.1.3.2. Primary and accessory structures

Default bulk standards for primary and accessory structures are as follows:

	Single Family			Two-to-Four Unit	Single Family Attached	Multifamily	Vertical Mixed Use; Institutional	Commercial and Retail	Industrial
	Detached	Zero Lot Line	Village						
Front yard (min)	15 ft.	15 ft.	15 ft.	15 ft.	15 FT	15 ft.	5 ft.	10 ft.	25 ft.
Front yard on loop lane (min)	15 ft.	10 ft.	10 ft.	n/a	n/a	n/a	n/a	n/a	n/a
Front yard: garage door (min)	20 ft.; 20 ft. side load yard	20 ft.; 20 ft. side load yard	20 ft.; 20 ft. side load yard	20 ft.	20 ft.; 20 ft. side load yard	25 ft.	20 ft.	25 ft.	25 ft.
Side yard (min)	5 ft.	0 ft. one side, 12 ft. other	5 ft.	5 ft.; 0 ft. for common walls	5 ft.; 0 ft. for common walls	15 ft.	0 ft. for common walls or 10 ft.; 50 ft. from existing residential uses	0 ft. for common walls or 10 ft.; 50 ft. from existing residential uses	0 ft. for common walls or 10 ft.; 50 ft. from existing residential uses
Rear yard (min)	15 ft.	10 ft.	15 ft. (house and garage)	15 ft.	15 ft.	25 ft.	25 ft.; 50 ft. from existing residential uses or building height	25 ft.; 50 ft. from existing residential uses or building height	25 ft.; 50 ft. from existing residential uses
Side and rear yard for accessory building (min)	5 ft.	5 ft.	5 ft.	5 ft.; 0 ft. for common walls	5 ft.	15 ft.	Same as main building	Same as main building	Same as main building
Spacing between buildings (min)	10 ft.	10 ft.	10 ft.	10 ft.; 0 ft. for common walls	10 ft.; 0 ft. for common walls	20 ft.	0 ft. for common walls or 20 ft.	0 ft. for common walls or 50% height of taller building, at least 20 ft.	0 ft. for common walls or 50% height of taller building, at least 20 ft.
Building height (max)	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 3 stories	3 stories	3 stories	3 stories; 5 stories along US 79, FM 685 and SH 130	3 stories; 5 stories along US 79, FM 685 and SH 130	5 stories*
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	80 ft *

	Single Family			Two-to-Four Unit	Single Family Attached	Multifamily	Vertical Mixed Use; Institutional	Commercial and Retail	Industrial
	Detached	Zero Lot Line	Village						
*Height of main or accessory structures, exclusive of appurtenances, such as railings, light fixtures and antennas, for permitted heavy industrial use in Development Area D may exceed maximum height limitations with administrative approval by Development Services staff. Accessory structures are prohibited between the front building line of the primary building and the public right-of-way, except for industrial uses permitted in Development Area D. The cumulative gross floor area of all accessory structures on the site may be no more than 25% of the yard where they are located, except for industrial uses in Development Area D. Accessory structures must be placed at least 10 ft. or a distance equivalent to their height from primary structures on a site, whatever is lesser, except for industrial uses in Development Area D. Building permitting and setback standards do not apply to accessory structures no more than 20 sq. ft. in area Required buffer yards may result in larger required setbacks.									

3.1.4. Riparian setbacks

Minimum structural setbacks from riparian areas (edge of 100-year floodplain or delineated wetlands), wherein structures are defined as substantial impervious cover improvements, are:

- Watercourses draining an area at least 0.5 square mile and having a defined bed and bank, designated 100-year flood plains, and Category 3 wetlands: 0 ft.
- Watercourses draining an area of 0.5-20 square miles, and Category 2 wetlands: 5 ft.
- Watercourses draining an area of greater than 20 square miles, and Category 1 wetlands: 10 ft.

3.1.5. Setback encroachment and exceptions

These uses and structures may encroach into a yard or required setback as follows:

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings	no more than 3 ft. into front, side or rear setback; may hang over easements	no more than 6 ft. into front, side or rear setback; may hang over easements; may hang over public ROW with approval of City Council
Backflow prevention devices	Any part of the side and rear yard	Any yard on the site
Bay windows, chimneys, entry vestibules less than 8 ft. wide and less than 33% of the wall length, overhanging eaves	no more than 3 ft. into any setback	
Newspaper vending boxes, pay telephones	n/a	Any yard on the site; property must be occupied by a principal building
Open deck and covered patio in which the finish grade is greater than 5 ft. above grade	at least 5 ft. into rear setback, if area underneath is left unscreened/unenclosed	n/a
Open deck and covered patios in which the finish grade is no more than 5 ft. above grade	No more than 10 ft. into rear setback	n/a
Ramps and other access devices required by the ADA.	Any yard on the site	
Retaining walls	Any yard on the site	
Satellite dishes at least 1m in diameter	Side and rear yard, at least 10 ft. from PL	

Encroachments across property lines, into the public right-of-way, or into utility, drainage, access, conservation or riparian easements are prohibited.

3.1.6. Buffer yard

3.1.6.1. Buffer yards between lots

Buffer yards planted and/or screened in conformance to landscape and/or fencing standards in this PUD, are required between adjacent lots as follows. A buffer yard shall be measured from property line of the adjacent development use. Sidewalks and internal walkways are a permitted use within a buffer yard. A public street and private drive may cross a buffer yard.

Proposed development	Adjacent development				
	Residential 1-4 Units	Residential 4+ Units	Vertical Mixed Use, Institutional	Commercial and Retail	Industrial
Residential: 1-4 Units	n/a	5 ft.	5 ft.	25 ft.	50 ft.
Residential: 4+ Units	5 ft.	n/a	n/a	n/a	50 ft.
Vertical Mixed Use, Institutional	10 ft.	10 ft.	n/a	n/a	25 ft.
Commercial and Retail	25 ft.	10 ft.	n/a	n/a	25 ft.
Industrial	50 ft. + 6 ft. min tall masonry wall or 6 ft. min tall earthen berm (both wall/berm and footage required)	50 ft. + 6 ft. min tall masonry wall or 6 min ft. tall earthen berm (both wall/berm and footage required)	25 ft.	25 ft.	n/a
A 6ft ht. min. tall masonry (brick, stone, decorative CMU, similar materials) wall or 6 ft. ht. min. tall earth berm may substitute for buffer yard up to 100 ft. in depth.					
Buffer yards must be landscaped per Section 3.5.					

3.1.6.2. Landscape buffer yards between parking lots and streets

Landscape buffer yards, planted per applicable landscaping standards in Section 3.5.3.4, are required between a parking lot and a street with the intent to screen prominent views of parking lots and streets from off-site views as follows:

- SH 130 and FM 685: 10 ft. buffer yard setback from right-of-way.
- Other streets: 5 ft. buffer yard setback from right-of-way.
- A landscape buffer yard is not required along the UP Railroad in Development Area D.

A 10 ft. landscape buffer yard shall be required in Development Area D along SH 130 right-of-way. In addition to a landscape buffer yard complying with this Section, the following buffering techniques meet the intent of a landscape buffer yard in Development Area D between parking lots and streets to SH 130: a 6 ft ht. min. tall masonry wall (brick, stone, decorative CMU or similar durable materials) or 6 ft. tall earthen berm. A landscape buffer yard, or its equivalent described in this Section, shall be provided to the extent practical and only to the extent that it is deemed functional and appropriate by Development Services staff. If the landscape buffer yard, or equivalent techniques described in this Section, does not achieve the intended objective of this Section, this requirement shall be administratively waived by Development Services staff.

3.1.6.3. Landscape buffer yards elsewhere

- Landscape buffer yards, planted per landscaping standards in Section 3.5, are required between a development perimeter wall along a street between wall and sidewalk or right-of-way edge: 5 ft. from sidewalk or right-of-way.

3.1.7. Residential adjacency

3.1.7.1. Loading area screening

Off-street loading areas must be screened from view, to the greatest extent practical, using one or more of the following: Wing walls, changes in building orientation, and/or other architectural elements, and/or landscape screening or earthen berms to buffer loading docks located less than 150 ft. from a residential use, lodging establishment, nursing home or assisted living facility.

3.1.7.2. Vehicle intensive use screening

One or more of the following: wing walls, changes in building orientation, and/or other architectural elements, and/or landscape screening or earthen berms must be used to the greatest extent practical to buffer drive-through aisles and mechanical commercial uses when they are located less than 150 ft. from a residential use, lodging establishment, nursing home or assisted living facility.

3.1.7.3. Vehicle service bays

Vehicle service bays and loading area garage doors located less than 150 ft. from a residential use must face away from residential uses, unless separated by a building, permanent architectural feature and/or landscape screening or earthen berms. Walls 6 ft. ht. min. separating service bays from a residential use must be masonry (stone, brick, decorative CMU, or similar solid and durable material) with limited openings shall satisfy this screening requirement.

3.1.7.4. Dumpster enclosures

Dumpster enclosures in nonresidential areas of the PUD must be located at least 50 ft. from a residential use.

3.2. Site Design

3.2.1. Siting and Orientation

3.2.1.1. One to Four Household, Attached Single Family Dwellings and Developments

3.2.1.1.1. Applicability

These standards apply to all development with residential uses other than multiple unit dwellings.

3.2.1.1.2. Building orientation

One and two household dwellings must be oriented where the front façade is parallel to and facing the street as much as possible, and not another dwelling on an adjacent lot. On corner lots, houses may face the corner of either fronting street.

3.2.1.2. Multiple Unit Household Development and Structures

3.2.1.2.1. Applicability

These standards apply to all residential development with multiple unit dwelling uses.

3.2.1.2.2. Building orientation

Buildings must be oriented towards the perimeter streets, or an internal drive or road network, rather than orientation only to internal parking lots.

3.2.1.2.3. Common open space

3.2.1.2.3.1. Common open space required

The minimum amount of common open space (as a percentage of net land area) for a multiple household development is 10%.

3.2.1.2.3.2. Common open space siting

Common open space must be amassed into meaningful, quality open spaces. Clustering of buildings is encouraged to minimize small, narrow, unassigned strips in front of and between buildings. Designated common open space may be in a natural, undisturbed state, landscaped for more formal courtyards or plazas, or developed for active or passive recreation.

Common open space land must be compact and contiguous to the maximum extent practicable, unless the land is used as a continuation of an existing greenway, trail, or other linear park, or unless specific topographic features require a different configuration.

Common open space must be reasonably accessible to all residents of the development.

3.2.1.2.3.3. Areas not considered as common open space

The following do not count towards required common open space:

- Private lots, yards, balconies and patios dedicated for use by a specific unit.
- Public right-of-way or private streets and drives.
- Parking areas and driveways for dwellings.

- Land covered by structures except ancillary structures associated with use of open space such as gazebos and picnic shelters.
- Designated outdoor storage areas.
- Land areas between buildings less than 30 ft., and land area between a building and parking lots or driveways less than 30 ft.
- Required rear and side yard setbacks. Detention/retention facilities, including drainage swales, unless for use as accessible and useable year-round community amenities for residents of the development (e.g., picnic areas, passive recreation areas, playgrounds, ponds for fishing and/or boating, walking trails, etc.).
- Wetlands that are saturated for greater than 50% of the year.

3.2.1.3. Non-Residential Sites of Structures

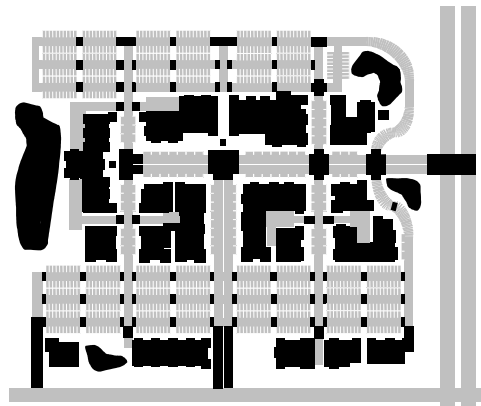
3.2.1.3.1. Applicability

These standards apply to all development with commercial and retail uses.

3.2.1.3.2. Orientation to streets

The primary façade and pedestrian entrance of a building must be oriented towards the public right-of-way when not facing an internal street or drive.

In shopping, commercial centers and developments with multiple buildings, buildings must be oriented towards either the perimeter streets or an internal drive or road network that orients buildings towards an internal street, rather than orientation only to internal parking lots.



Retail Village

3.2.1.3.3. Orientation to walkways

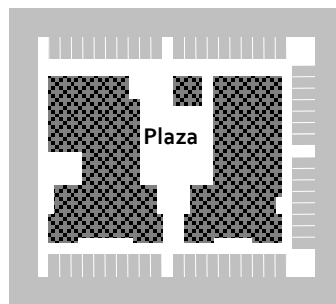
One building entrance must open directly onto a connecting walkway with pedestrian frontage. Sides of a principal building facing a public street must have one or more customer entrances.

3.2.1.3.4. Plazas

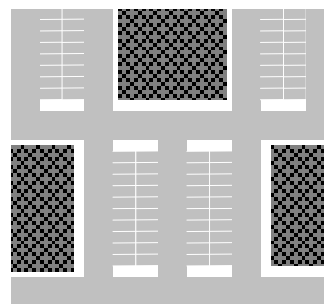
Commercial buildings 25,000 SF and larger must be placed in a way that creates plazas and/or pedestrian gathering areas that are large enough to encourage active pedestrian use and buffer pedestrians from street traffic .

3.2.1.3.5. Clustering

Clustering of buildings in larger master planned and multiple building developments is required, to the greatest extent practical.



Do this: cluster buildings to create plazas and pedestrian gathering areas



Don't do this : separate buildings with parking lots

3.2.1.3.6. Building perimeter wall spacing from driving surfaces

Building walls must be placed at least 5 ft. from drive aisles and parking areas. This buffer area may be breached for loading areas, drive-through windows, garage access and similar uses.

3.2.1.3.7. Solar orientation

When building orientation to the east and west is unavoidable, landscaping, canopies, arcades, roof overhangs, or similar features must be used to shade facades and building walls that face into the summer afternoon sun to the greatest extent practical.

3.2.2. Sidewalks

3.2.2.1. Sidewalks required

Sidewalks in conformance to Section 4.8 and Section 4.9 must be provided along both sides of public or private street frontages to promote an active pedestrian environment and reduce potential conflicts.

3.2.2.2. Sidewalks required for use change

Sidewalks in conformance to Section 4.8 and Section 4.9 must be constructed along the public right-of-way adjacent to any lot that changes use. A Certificate of Occupancy for new construction will not be issued until the sidewalk is constructed and accepted by the city.

3.2.3. Internal Pedestrian Circulation

3.2.3.1. Applicability

The following standards apply to all development with residential uses with multiple unit dwellings, and commercial, retail and industrial uses.

3.2.3.2. Internal walkways

Internal walkways must be provided along all façades featuring a customer entrance and along all façades abutting public parking areas. Internal walkways must be placed at least 4 ft. or more from the façade or wall along at least 30% of its length, to provide opportunities for beds for foundation landscaping, outdoor seating and patios, and building articulation (except for storefronts with a zero setback). Sidewalks are not required within service areas, loading docks and other non-customer areas.

3.2.3.3. Pedestrian connectivity

Connecting walkways, at least 5 ft. wide for a commercial development and at least 5 ft. for MF development, must link perimeter public sidewalks to primary building entries, including through parking areas, and to buildings on adjacent parcels, to the greatest extent practical. Circulation patterns must be as obvious and simple as possible. All likely pedestrian routes must be considered to minimize shortcuts to the extent practical through parking and landscape areas.

3.2.3.4. Conflict points

Internal pedestrian walkways must be distinguished from driving surfaces by textured and colored pavement or similar contrasting technique, to emphasize conflict points and enhance pedestrian safety.



Well-defined conflict point

3.2.3.5. Aggregation of plazas

Pedestrian areas and plazas shall be aggregated in high activity areas to the greatest extent practical, and not distributed in low impact areas such as building peripheries, areas behind blank walls.

3.2.3.6. Orientation of plazas

Pedestrian areas and plazas shall be oriented to views of activities, architectural landmarks or useable open space wherever possible.

3.2.4. Public transit facilities

Commercial and residential developments that could generate high volumes of transit use must accommodate the potential for public transit facilities. If the development is in an existing transit service area, it must provide for an appropriately scaled transit facility; otherwise, the development must make accommodations for a potential future public transit facility.

Transit routes, access points and shelter locations should be addressed along city adopted transit streets in and on the perimeter of nonresidential projects. Bus stop areas and bus shelters within a city adopted transit service area must be placed close to significant clusters of buildings.

There must be an uninterrupted durable pedestrian path connecting transit stops and/or shelters with the nearest sidewalk or pedestrian path.

3.2.5. Service Areas

3.2.5.1. Applicability

These standards apply to all development with multiple unit residential dwellings, commercial, retail and industrial uses. Uses in Development Area D shall comply with requirements set forth in this Section to the extent practical.

3.2.5.2. Orientation

Service entrances, loading docks, waste disposal areas and similar uses, also referred to as 'back of house uses' must be oriented toward service roads and drives internal to the development to the greatest extent practical and away from the public right-of-way and residential areas, unless adequately screened to the extent practical. It is recognized that uses in Development Area D will inherently contain a large amount of back of house uses that do not require screening within Area D. Screening and orientation of back of house uses shall comply with requirements set forth in this Section to the extent practical from prominent views from SH 130. The following screening techniques meet the intent of this Section in Development Area D between back of house use to SH 130: landscape buffer screening as set forth in Section 3.1.6.2, a 6 ft ht. min. tall masonry wall (brick, stone, decorative CMU or similar durable materials) or 6 ft. tall earthen berm. Orientation and screening, as described in this Section, shall be provided to the extent practical and only to the extent that it is deemed functional and appropriate by Development Services staff. If back of house orientation or screening described in this Section does not achieve the intended objective of this Section, this requirement shall be administratively waived by Development Services staff.

Service areas may not be located where they will be readily visible from primary facades of adjacent buildings without appropriate screening to screen service area views from the primary facades of adjacent or where they will harm important or identified view corridors. This requirement does not apply to service area orientation to primary facades of adjacent buildings within Development Area D.

3.2.5.3. Screening

Service entrances, loading docks, waste disposal areas and similar uses must be screened from public streets, pedestrian gathering areas and primary building entrances with fencing, walls and/or landscaping, with design elements compatible with the architectural theme of the host building. Uses in Development Area D shall comply with screening requirements set forth in this Section to the extent practical.



Effective use of wing wall used to screen loading dock

3.2.5.4. Coordination of service area locations

Service area location must be coordinated with adjacent developments wherever possible to promote use of shared service drives.

3.2.5.5. Access routes

Service circulation in a development must be designed to provide safe movement for anticipated vehicles.

Fire lanes and routes for service, emergency and utility access must be clearly marked.

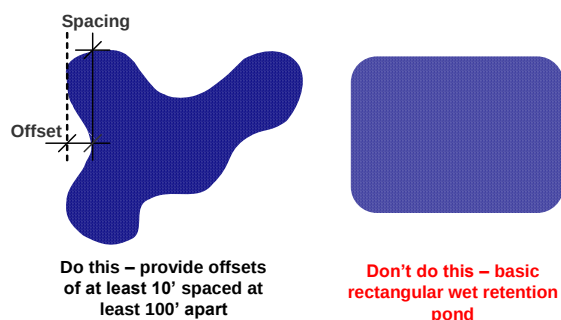
3.2.5.6. Gas tank bed pipes

Tank vent pipes must be screened, placed in an inconspicuous location and painted a dark color, or integrated into or adjacent to the building.

3.2.6. Water Bodies and Retention Areas

3.2.6.1. Shape

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having edge alignment offsets to the greatest extent practical.



3.2.6.2. Project incorporation

Natural and manmade water bodies at least 20,000 sq. ft. that are located next to a public right-of-way must be integrated into the overall design of a development in one of the following ways:

- Provide a walkway at least 5 ft. wide, with native tall trees on average 30 ft. centers and a bench and/or picnic table next to the water body every 150 ft.
- Provide a plaza or pedestrian gathering area at least 200 sq. ft. with a bench and/or picnic table close to the water body.

3.2.6.3. Slope

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line.

Fenced retention basins will be approved administratively by City Engineer staff, only in extreme situations, and may be placed to the side and/or rear of the parcel as far from a public street as possible.

3.2.6.4. Fencing

Metal decorative fences may be used to fence manmade water bodies and retention basins.

3.2.7. Land Disturbance

New development should respect and maintain the natural topography on a site through sensitive site organization and minimizing land disturbance. Layout of new development should follow and respect the natural topography of the site to the maximum extent possible. Over lot grading to create a large level lot or site shall be limited to disturbed sites and in all cases minimized to the extent practical.

Extensive grading or unusual site improvements (e.g. large retaining walls) to force a preconceived design onto a particular piece of property is strongly discouraged. Berms, channels, swales, and similar man-made changes to the landscape must be designed and graded to be an integral part of the natural landscape and to provide a smooth transition in changes of slope.

3.3. Parking and Access

3.3.1. General standards

3.3.1.1. Applicability

Parking, access and design standards apply to all uses, unless otherwise stated. Vehicle display and storage areas at vehicle dealers, vehicle repair businesses and vehicle storage facilities, and areas intended for the storage or movement of vehicles on industrial sites in Development Area C are not exempt. Parking, access and design standards for customer and visitor parking in Development Area D shall comply with requirements set forth in this Section to the extent practical; however, it is recognized that permitted uses in Development Area D typically have limited customers and visitors and therefore will have limited application. Circulation in industrial uses in Development Area

D shall prioritize functionality, operations, safety and efficiency of heavy vehicle circulation, storage and loading. Parking, access and design standards for industrial equipment and industrial use vehicles do not apply in Development Area D.

3.3.1.2. Large vehicles and equipment

Outdoor storage or overnight parking of semi-trucks, semi-trailers, and other vehicles having a gross vehicle weight rating of at least 17,000 pounds is prohibited in residential and commercial use areas, except within commercial service or storage yards and loading areas. Exceptions are pickup trucks, personal recreational vehicles not being used for habitation, and vehicles associated with a business on a commercial site. Construction equipment may only be stored on lots in residential and commercial use areas while construction is permitted.

3.3.2. Access

3.3.2.1. Shared access

- Shared and master planned access, rearage roads and/or access easements across parcels are permitted and encouraged and will be required where considered necessary by Development Services staff and/or city engineer, with administrative approval, to minimize potential congestion, decrease accident potential and reduce the number of curb cuts and conflict points along a street.
- Commercial and individual development must be designed to provide for shared access with adjacent commercial and industrial parcels to the greatest extent practical. Provisions must be made for connection of pedestrian and vehicle circulation systems with adjacent parcels.
- Property owners cannot block access to parking lot connections on adjacent parcels.
- Vehicular access easements from one lot to adjacent lots and for private driveways within a lot may be provided on the subdivision plat or by separate recorded instrument. Such access easements may be specifically defined or blanket access easements.

3.3.2.2. Curb cuts

- Curb cuts and ramps must be placed at convenient and safe locations. Curb cuts must be limited to the fewest necessary to provide adequate circulation and workable access to a parking area.
- Commercial and industrial driveway connections to public streets shall be designed to align with opposing driveways or be offset a minimum of 80 feet, measured from face of curb or edge of pavement to face of curb or edge of pavement on undivided streets.

- Curb cuts must be spaced at intervals of at least 250 ft., or at least 500 ft. along major arterials, unless this would prevent access to a separate property (not an outparcel) and a rearage road is not possible.
- When a parcel fronts on two different streets, or a street and a rearage road, the curb cut must be from the street with the lower functional classification unless otherwise administratively approved by Development Services staff.
- Curb cuts and ramps must avoid crossing or funneling traffic through loading areas, drive-through aisles and outdoor trash storage and collection areas.

3.3.2.3. Driveway throats

- Driveway throats to parking areas serving <50,000 sq. ft. of commercial, industrial or civic GFA accessing non-arterial streets must be at least 20 ft. long.
- Driveway throats to parking areas serving at least 50,000 sq. ft. of commercial, industrial or civic GFA, and those accessing arterial streets, must be at least 30 ft. long.
- Driveway throat length is measured from the right-of-way line.

3.3.2.4. Entry orientation

Entrance drives should align with focal points in a development such as landmark towers or landscape features, whenever practical.

3.3.2.5. Emergency access

Site design elements must reasonably accommodate access standards of emergency vehicles and services.

3.3.2.6. Service functions

Service functions must be integrated into the circulation pattern in a way that minimizes interaction with customer vehicles and pedestrians.

3.3.2.7. Connectivity for multi-family residential development

Multifamily residential development must not be planned as “pods”, isolated from surrounding development, but instead must be integrated into the larger grid of public streets and internal access driveways. Residential development with multiple unit dwellings must have pedestrian and vehicular connections to adjacent residential and commercial development.

3.3.3. Circulation

3.3.3.1. Circulation routes

- Circulation and parking areas in a development must be designed to be safe, efficient and attractive, considering use by all modes of available transportation.
- Parking lots must provide well-defined circulation routes for vehicles, bicycles and pedestrians that minimize conflicts to the greatest extent practical.
- Circulation routes must focus on main entries and exits, and provide for secondary access points to the greatest extent practical.
- Redundant circulation cannot reduce land available for landscaping or walkways.

- Vehicle circulation paths must be designed and sited to calm traffic where practical without the required need for vertical deflection devices such as speed bumps and humps. Horizontal deflection and psychological traffic calming (traffic circles, corner neckdowns, chicanes, tapers, landscape medians, small turn radii, decorative paving) is encouraged.

3.3.3.2. Safety and conflict points

Circulation areas must be designed so vehicles can proceed safely without posing a danger to pedestrians or other vehicles, and without interfering with parking areas. Standard traffic control devices and signs must be used to direct traffic where necessary.

To the maximum extent practicable, pedestrians and vehicles must be separated through walkways or sidewalks. Where complete separation of pedestrians and vehicles is not possible, landscaping, bollards, decorative paving, lighting and other permanent methods must be used to delineate pedestrian areas and other conflict points.

3.3.4. Parking Aisles

3.3.4.1. Aisle and curb cut dimensions

Access drive lanes and aisles must have the following widths (excluding added width from curb return areas) at the gutter line:

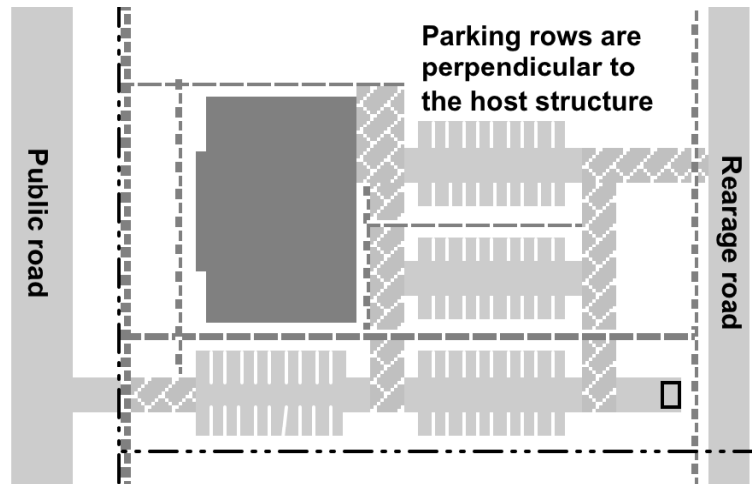
- Residential driveway: 8 ft. - 24 ft.
- Residential parking lot: 10 ft. - 14 ft. one way, 20 ft. - 24 ft. two-way
- Nonresidential parking lot to 99 spaces: 10 ft. - 14 ft. one way, 20 ft. - 24 ft. two-way
- Nonresidential parking lot 100 spaces or more: 10 ft. - 24 ft. one way, 24 ft. - 36 ft. two-way
- Service access driveways: drive width sized for adequate vehicular access and turning movement

Parking area aisles must have these minimum widths:

- Angle 0° / parallel to aisle: at least 12 ft. one way, at least 20 ft. two-way.
- Angle 30°: at least 11 ft. one way, at least 20 ft. two-way.
- Angle 45°: at least 13 ft. one way, at least 21 ft. two-way.
- Angle 60°: at least 18 ft. one way, at least 23 ft. two-way.
- Angle 90°: at least 24 ft.

3.3.4.2. Aisle orientation

In large parking lots, parking aisles must be oriented perpendicular to buildings where practical in order to minimize the need for pedestrians to walk parallel to moving cars and across landscaped areas.



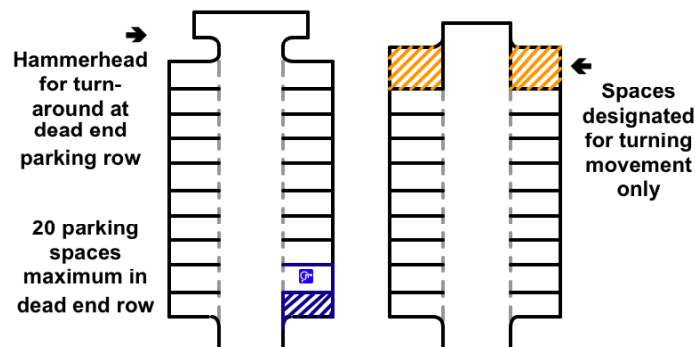
3.3.4.3. Mixture of angles and one-way and two-way aisles

Mixture of one-way and two-way parking aisles, or different degrees of angled parking in a parking area is prohibited, except when individual parking areas are separated by a landscape buffer at least 5 ft. wide.

3.3.4.4. Dead end aisles

Dead end aisles must be avoided wherever possible. Where a dead end aisle is unavoidable, adequate space for unimpeded turn-around must be provided.

Dead end aisles may contain no more than 20 parking spaces.



3.3.4.5. Head-in/head-out and parallel parking from the public right-of-way

Parking areas larger than 12 spaces fronting on residential local street or lower must be designed so vehicles can leave without backing or fronting out onto a public street, or having to reenter a public street to access another aisle on the same lot. Driveways for single household dwelling units are exempted.

3.3.5. Stacking/Queuing Areas

3.3.5.1. Drive-through aisles

Minimum length of off-street stacking lanes for drive-through aisles must be provided as follows:

Bank teller window, ATM: at least 50 ft. measured from teller, window or ATM.

Restaurant drive-through: at least 50 ft. measured from order box, at least 30ft. between order box and first payment or pick-up window.

Other uses with drive-through windows (pharmacy, dry cleaners, etc.): at least 50 ft. measured from window.

Drive-through aisles must be physically separated from parking and circulation areas, and:

- Cannot interfere with the on-site parking and circulation for other vehicles on the site.
- Cannot interfere with on-site parking.
- Cannot result in traffic queuing into a drive aisle, adjacent property or street.

Drive-through aisles must be 10 ft. - 12 ft. wide.

Drive-through aisles and pickup windows cannot be on a street-facing side of the building.

Reduction of minimum length of queuing length may be approved by Development Services staff if it can be demonstrated that it is necessary and feasible.

3.3.5.2. Gas pumps

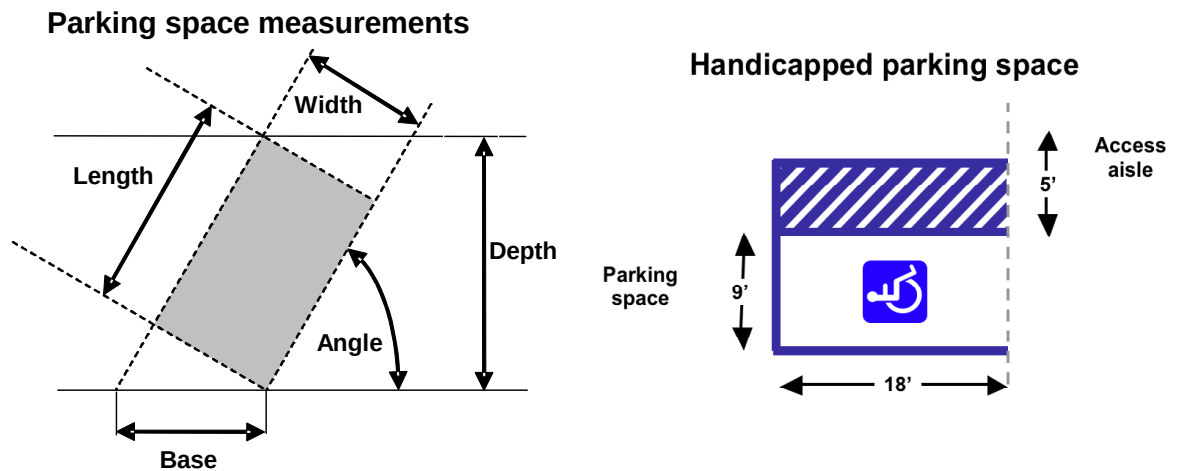
There must be at least 20 ft. space for one vehicle stacked behind the vehicle at the far end of a row of gas pumps, and room for other vehicles to bypass stacked vehicles at fueling areas.

3.3.6. Parking and Loading Space Bulk Standards

3.3.6.1. Parking space dimensions

Parking spaces must have the following dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket; an enclosed bicycle locker; a three point bicycle rack; or a fenced, covered, locked or guarded bicycle storage area.



3.3.6.2. Parking space location

3.3.6.2.1. Lots and Parcels Fronting along FM 685, Carl Stern Boulevard and SH 130 in Development Area C

Parking for non-residential buildings on non-corner lots must have at least 50% of the parking spaces placed behind the front building line.

Parking for non-residential buildings on corner lots must have at least 30% of the parking spaces placed behind the front building line.

Parking for non-residential buildings larger than 50,000 sf. is exempt from this parking space location requirement.

3.3.6.2.2. Lots and Parcels Fronting along internal streets

Parking for non-residential buildings on non-corner lots must have at least 70% of the parking spaces placed behind the front building line.

Parking for non-residential buildings on corner lots must have at least 50% of the parking spaces placed behind the front building line.

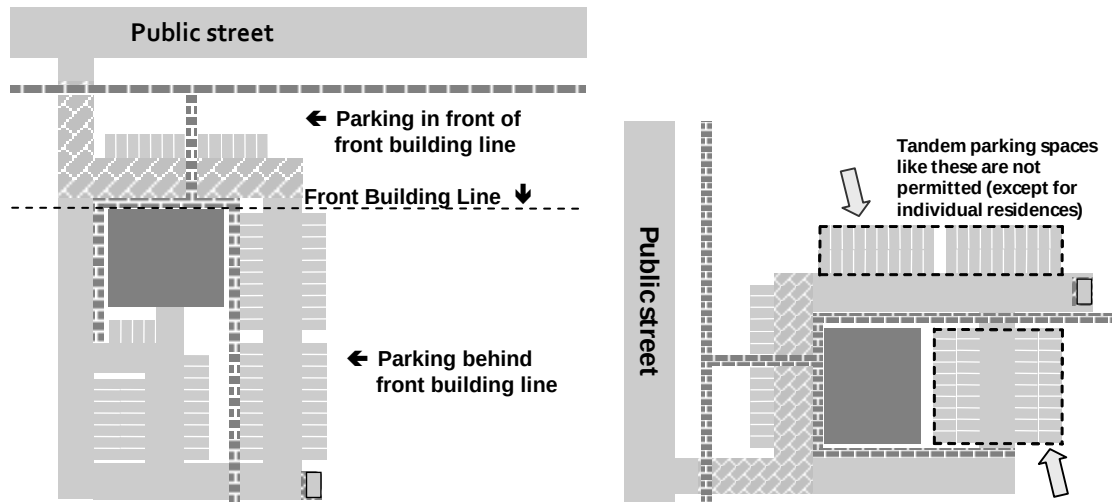
Parking for retail, commercial and industrial uses in buildings larger than 50,000 sf. is exempt from this parking space location requirement.

3.3.6.2.3 Lots and Parcels Fronting along UP Railroad Right-Of-Way and SH 130 in Development Area D

Parking for non-residential uses may be located without limitation, provided that landscape screening is provided along the UP Railroad right-of-way and the SH 130 ROW in Development Area D that comply with requirements set forth with Section 3.1.6.2 Landscape buffer yards between parking lots and streets.

3.3.6.3. Tandem parking

Tandem parking spaces, where the only access to a parking space is from another parking space, are permitted only for individual residential units.



Parking for non-residential buildings

3.3.7. Parking and Loading Space Number Standards

3.3.7.1. Required parking spaces

Uses should offer only the minimum amount of parking that is necessary to meet anticipated normal demand. The number of required off-street parking and truck loading spaces for a use is as follows.

Residential use classification	Required spaces (minimum)	Maximum spaces	Required loading spaces (minimum)
Dwelling unit: single household	2 per dwelling	n/a	n/a
Dwelling unit: single household + accessory unit, at least 2 units	1.5 per dwelling	n/a	n/a

Commercial use classification	Required spaces (minimum)		Required loading spaces (minimum)
Multi-tenant retail buildings (shopping centers); indoor recreation facility	1 per 400 sq. ft. GFA	n/a	1 per tenant; may be administratively waived by Development Services staff
Restaurant, bar/tavern, adult oriented use (live entertainment), nightclub, club/lodge	1 per 150 sq. ft. GFA	n/a	1
Retail uses, including: art studio, performing; art studio, visual; bank; bakery, retail; convenience store; funeral home; gas station; grocery store; instructional facility; large item sales and rental; personal and business service shop; print shop; retail store; vehicle minor repair.	1 per 400 sq. ft. GFA	n/a	1 per tenant; may be administratively waived by Development Services staff
Office uses, including medical office, professional office, veterinary clinic	1 per 400 sq. ft. GFA	n/a	1 per building
Child day care facility, pet day care and boarding, elderly day care facility	1 per employee + 3 (n/a for child day care in a home)	n/a	n/a
Lodging establishment (all) (restaurants, bars, nightclubs and other accessory uses computed separately)	1.2 per guest room + 1 per 100 sq. ft. GFA meeting/banquet room	n/a	1 + 1 per 5000 sq. ft. GFA meeting room area
Entertainment facility: theater	1 per 4 seats	n/a	1
Farm product sales, flea market, kennel, plant nursery, greenhouse	No requirements	n/a	n/a
Enhanced architectural self-storage facilities	1 per 2,500 sq. ft. GFA	n/a	1 per building

Industrial use classification	Required spaces (minimum)		Required loading spaces (minimum)
Light industrial use, trade use, vehicle major repair	1 per 1000 sq. ft. GFA in Development Area C No set requirement in Development Area D	n/a	1 per 2500 sq. ft. GFA or 2 per user/tenant, whatever is more in Development Area C No set requirement in Development Area D
Research laboratory	1 per 400 sq. ft. GFA in Development Area C No set requirement in Development Area D	n/a	1 per building in Development Area C No set requirement in Development Area D
Warehouse and distribution facility	1 per 2000 sq. ft. GFA in Development Area C No set requirement in Development Area D	n/a	1 per 5000 sq. ft. GFA in Development Area C No set requirement in Development Area D
General industry use	No set requirement		No set requirement
Heavy industry use	No set requirement		No set requirement
Self-storage facilities	1 per 1,000 sq. ft. GFA	n/a	1 per 10,000 sq. ft. GFA
Vehicle storage facility	1 per 400 sq. ft. GFA office space + 1 per stored vehicle	n/a	n/a

Note: parking space count and off-loading space count for industrial uses in Development Area D shall be based on the intended use and as necessary to meet the normal day-to-day needs of the use and administratively approved.

Institutional use classification	Required spaces (minimum)		Required loading spaces (minimum)
Community facility, amenity center	1 per 500 sq. ft. GFA	n/a	n/a
Hospital (excluding general medical office space)	0.5 per bed + 1 per 500 sq. ft. GFA inpatient treatment area + 1 per 400 sq. ft. GFA outpatient treatment area	n/a	1 per 20,000 sq. ft. GFA
Place of worship or assembly	1 per 5 seats in primary sanctuary or assembly area	n/a	Required for accessory uses (school, etc.)
School: elementary, middle and high	1 per 10 seats in auditorium/cafatorium	n/a	1 per cafeteria + 1 per gymnasium + 1 per assembly hall + 1 bus per 2 classrooms

Temporary use classification	Required spaces (minimum)	Maximum spaces	Required loading spaces (minimum)
Christmas tree lot, carnival, construction equipment field storage lot, vehicle sales-off site	No set minimum; parking plan requires approval by CD staff	No set maximum n/a	No set minimum; parking plan requires approval by CD staff
Construction field office	3 per facility	n/a	n/a
Garage sale, lot sales office, model home	No requirements	No requirements	No requirements

Accessory use classification	Required spaces (minimum)	Maximum spaces	Required loading spaces (minimum)
Agricultural activity, antenna-radio hobbyist, antenna-non-residential use, boat house, CMRS facility (attached), dock, home occupation, satellite dish, swimming pool	No requirements	No requirements	No requirements
CMRS facility (freestanding), public utility substation	No requirements	No requirements	1 per site
Drive-through facility	Refer to queuing area standards	n/a	n/a

3.3.7.2. Variance to minimum parking requirements and parking space location

Reducing minimum parking requirements may be approved by the Board of Adjustment if it can be demonstrated that the parking space location or required minimum number of spaces are not necessary to meet the normal day-to-day needs of a proposed use. Reducing any established minimum parking and off-street loading space requirements in Development Area D may be approved administratively if it can be demonstrated that the parking space location or required minimum number of spaces are not necessary to meet the normal day-to-day needs of a proposed use.

3.3.7.3. Handicap designated parking spaces

Handicapped designated parking spaces must be placed on the shortest possible accessible route of travel to an accessible building entrance. The number of handicapped designated parking spaces required for nonresidential uses is:

Total spaces	<25	36-50	51-75	76-100	101-150	151-200	201-300	301-400	401-500	501-1000	greater than 1000
Handicapped spaces	1	2	3	4	5	6	7	8	9	2%	20 + 1 per additional 100 total spaces

3.3.7.4. Motorcycle parking spaces

One or more motorcycle parking spaces must be provided for every 100 standard vehicle parking spaces provided for non-residential uses, when the parking lot has greater than 50 spaces.

3.3.7.5. Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses. Bicycle parking design must follow standards recommended by the Association of Professional and Bicycle Professionals.

3.3.7.6. Shared parking facilities

Agreements which share parking between uses with non-conflicting parking demands (eg. a church and a bank) are encouraged as a means to reduce the amount of land area devoted to parking if the applicant can demonstrate that shared parking is feasible. Where different uses create staggered parking demand periods, shared parking calculations among adjacent parcels is permitted to justify reducing the amount of required parking.

3.3.7.7. On-street parking

Designated on-street parking spaces no more than 200 ft. from the main entrance of a building with a commercial use may be counted towards the required amount of parking spaces for commercial and retail use. These spaces do not count towards the permitted parking space location requirements. Designated on-street parking spaces no more than 100 ft. from the entrance of a building may be counted towards the required amount of parking spaces for residential use with multi-unit dwellings. On-street parking being counted towards the required amount of parking spaces for any use or business, other than a residential amenity center, recreation use, common open space use, or parkland must not encroach into single family detached residential areas.

3.3.7.8. Building or use enlargement

When a building or use is enlarged 25% or more, additional parking and loading spaces, in compliance with Section 3.3.7, minimum required parking, must be provided based on the building area associated with the enlargement.

3.3.7.9. Space computation and fractions

Fractional results will be rounded up when computing the number of required parking and loading spaces.

3.3.8. Landscaping Areas

3.3.8.1. Applicability

These standards do not apply to single household dwellings, two to four household dwellings, single family attached dwellings, parks and common open space, or industrial uses in Development Area D.

Specific plant material standards are detailed in the landscaping standards in this chapter. Parking setback and buffer yard standards are detailed in the bulk standards section in this PUD.

3.3.8.2. Parking lot interior landscaping

Landscape areas must consist of at least 10% of the interior area of a parking lot. Landscaped islands may be clustered or evenly distributed.

3.3.8.3. Parking lot entrances

Landscape islands at least 10 ft. wide must be used to define primary parking lot entrances.

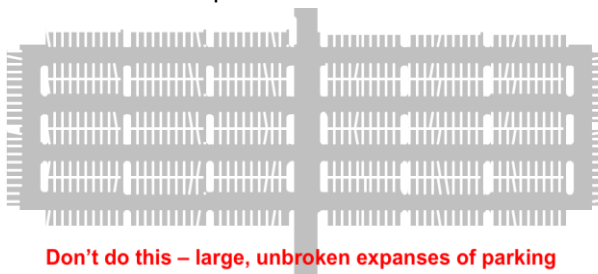
3.3.8.4. Parking rows

Landscape islands of at least 180 sq. ft. must be placed at both ends of a parking row.

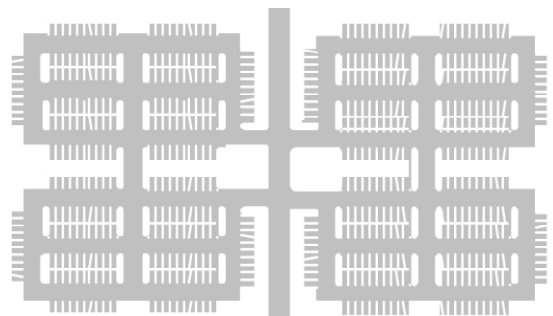
Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 180 sq. ft.

3.3.8.5. Division of large parking lots

Large parking lots must be visually and functionally segmented into smaller lots with no more than 150 parking spaces, by landscape islands at least 10 ft. wide, to the greatest extent practical.



Don't do this – large, unbroken expanses of parking



Do this – divide large parking areas into a series of connected lots.

3.3.8.6. Connecting walkways

The landscape area following a connecting walkway within a commercial center must be at least 5 ft. wide.

3.3.8.7. Parking overflow to landscape areas

Parking cannot overflow onto areas outside of the designated parking area that does not meet the minimum pavement standards for the use. Parking and vehicle display on pedestrian and landscaped areas is prohibited.

3.3.8.8. Street corners

A corner landscape area must be provided if parking or a drive aisle is between a building and the street corner. Parking spaces and drive aisles must be at least 30 ft. from the intersection point of property lines at the corner.

3.3.9. Development Standards

3.3.9.1. Surface standards and paving materials

3.3.9.1.1. Permanent surfacing

- Parking and loading areas must have a permanent surface of asphalt, concrete, brick, paver blocks or a solid surface of similar or better durability and performance characteristics. Designated office facilities and designated customer and visitor parking areas in Development Area D shall have permanent surfacing.
- Porous pavement and concrete may be used for individual parking spaces and lightly used drive aisles. Porous pavement and concrete is discouraged for busy drive aisles, service drives and truck/freight loading areas. Porous pavement cannot be used for handicapped parking spaces.
- Parking and loading areas for heavy use and industrial vehicles ~~in heavy~~ serving industrial uses in Development Area D may be surfaced with ~~consist of~~ compacted gravel, which is not considered a permanent surfacing. Compacted gravel yards shall be fenced, to the extent practical and only to the extent that it is deemed functional and appropriate by Development Services staff. If the fencing described in this Section does not achieve the intended objective of this Section, this requirement shall be administratively waived by Development Services staff.

3.3.9.1.2. Permanent surfacing exception: single and two-household dwellings

- Porous pavement may be used as a parking surface for single and two household dwellings.
- Driveways may have a "Hollywood driveway" design, where the driving surface is broken up into paved tracks at least 2.5 ft. wide for the wheels, separated by a planted strip.
- Driveway width shall be no wider than a 2-door garage at property line; driveways for 3rd garage door must flare out.
- Parking on an unpaved surface is prohibited.



Separated Hollywood driveway strips

3.3.9.1.3. Permanent surfacing exception: temporary uses

Permanent parking surfaces are not required for temporary uses. A parking plan must be approved for temporary uses, subject to Development Services staff review.

3.3.9.2. Grading and drainage

Parking and loading areas must be graded and drained to dispose of all surface water, in conformance to the approved drainage plan for the site.

3.3.9.3. Markings

Parking spaces, aisles, entryways, loading spaces and queue spaces surfaced in permanent materials must be marked to show their location.

Handicapped parking spaces must be marked with the international symbol of accessibility on the space and on a sign at the head of the parking space.

Motorcycle parking spaces must be marked with a sign at the head of the space, from 3 ft. and 5 ft. above the parking surface.

Parking space markings for one, two and three household dwellings are not required.

3.3.10. Shopping cart return areas

Shopping cart return areas must be defined by curbs and landscaping.

3.4. Architectural design

3.4.1. Single Household and Two- to Four-Household Residence Design

3.4.1.1. Mandatory homeowner association

A mandatory homeowner association shall be created and maintained for all single household and two-to-four-household residential development.

3.4.1.2. Required elements

Single household and two to four household dwellings must include at least one of the following elements:

- Side, detached, rear or alley-loaded garage
- Masonry (brick, stone) wainscot at least 4 ft. on front and side exterior walls, if the side walls are not those materials
- One story scaled entries recessed or covered with a porch, canopy, or other shading device
- Functional front porch at least 72 sq. ft.
- One of the following green building certifications:
National Association of Home Builders National Green Building Program: ANSI ICC 700-2008 National Green Building Standard, Bronze, Silver, or Gold.

U.S. Green Building Council Leadership in Energy and Environmental Design (LEED): Certified, Silver, Gold or Platinum.

3.4.1.3. Exterior Wall Standards:

- Exterior surface area (all stories) of primary buildings shall consist of un-painted clay brick, ledge stone, fieldstone, cast stone, granite, tile, painted or tinted stucco, glass façade, glass block (or alternative glazing e.g. Kalwall) and factory tinted (not painted) split faced concrete masonry unit, cementitious-fiber planking (not panels) or similar material approved by the Development Services staff.
- Solid wood planking, decorative cementitious-fiber panels and other materials approved by the Development Services staff may be used for accent features.
- A minimum of fifteen percent (15%) of the front primary building façade for buildings shall consist of window or door openings.
- All building fronts shall have at least four different design features to break the wall plane. The following are examples of the types of design features that meet this requirement: horizontal off-sets, recesses or projections, porches, breezeways, porte-cocheres, courtyards, awnings, canopies, alcoves, recessed entries, ornamental cornices, display or other ornamental windows, vertical "elevation" off-sets, peaked roof forms, arches, outdoor patios, architectural details such as tile work or moldings integrated into the façade, integrated planters or wing walls, accent materials, varied roof heights, premium roofing materials such as tile or standing seam metal, or similar design features approved by the Development Services staff. Windows shall have a maximum exterior reflectivity of twenty percent (20%).
- Design elements and detailing, including the presence of windows and window treatments, trim detailing, and exterior wall materials, must be continued around the structure. The percentage of design elements and detailing are not required to be consistent on all facades.



Façade with elevation design features, first floor articulation and detached rear garage



Example of façade with elevation design features, individual garage doors (projecting), and articulation of first story



Example of façade treatment through first and second floor articulation, elevation design features, color selection of garage doors (projecting)



Example of elevation design features



Example of elevation design features, first floor articulation, and individual garage doors (flush)



Avoid - flat and boxy 2-story facade with low-pitched roof and lacking elevation design features



Avoid – façade with flat pitch roof, lack of pedestrian-scaled entry and elevation design features

3.4.1.4. Facades - corner

Houses on corner lots shall be articulated on both street facades; continue siding material palette on both street-facing facades and incorporate architectural elements such as side porches, bay windows, gable roofs and similar design elements and detailing on side street facing façade. The percentage of design elements and detailing are not required to be consistent on both facades.



Corner lot/street facing facades - example of elevation detailing continued on both façades



Corner lot/ street facing facades – continuation of elevation design features



Avoid: Side street facing façade that lacks elevation design features



Avoid: Side street-facing facade that lacks elevation design features

3.4.1.5. Garages

3.4.1.5.1. Front-loaded garages

A front-loaded garage may occupy no more than 70% of the house frontage.

3.4.1.5.2. Garage doors - articulation

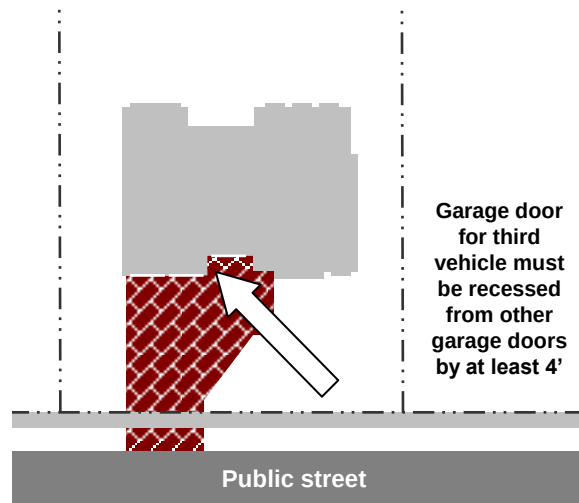
- Garage doors articulation shall include detailing and/or relief in the surface using wood or wood-like finished materials, windows are a preferred element
- Paint colors and/or stain for garage doors shall be compatible with the color palette of the building elevation on which the garage door is located
- Individual garage doors are preferred on street facing facades; garage doors are limited to 2-car garage size.
- The use of 3 garage doors on a street facing facade is discouraged; At least one of the 3 garage doors must be side facing or recessed a minimum of 4 ft. from the other garage doors.



Detailing of the wooden garage door provides required garage door articulation on street facing facades



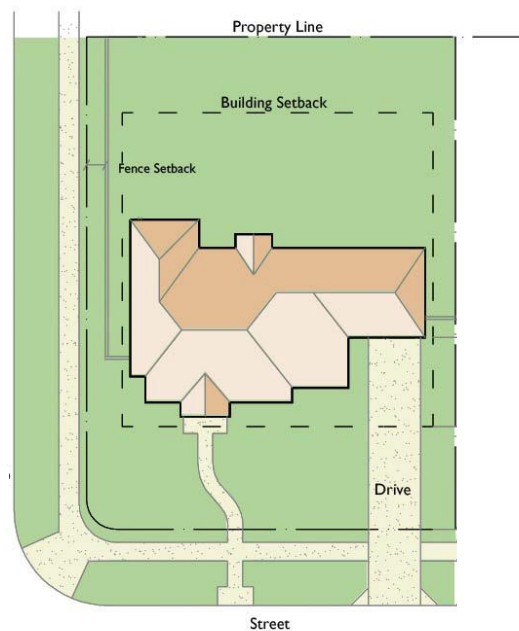
Three-car garage with detailed, individual garage doors; note required recess of two doors on right



Driveway flares out are required from the property line to accommodate the 3 garages

3.4.1.5.3. Orientation: corner lots and open space lots

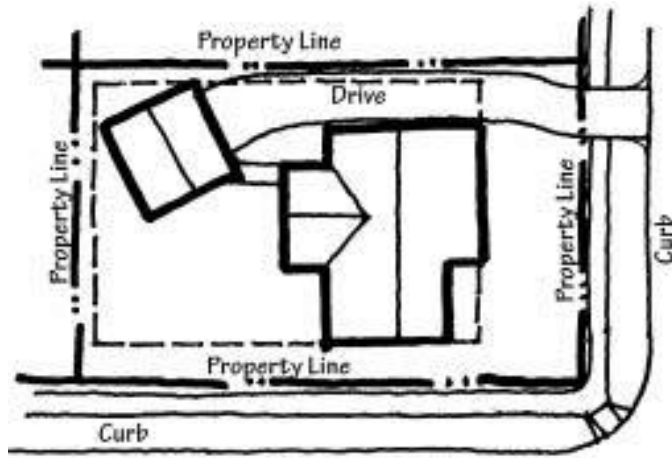
Garages for one and two household dwellings accessed from the fronting street must be located on the interior lot line side of the lot, opposite from the corner or open space lot.



Corner lot: locate garage/driveway away from the corner

3.4.1.5.4. Types of garages

3.4.1.5.4.1. Garage – detached rear



A detached rear garage is a permitted garage type.



Example of detached rear garage



Example of detached rear garage



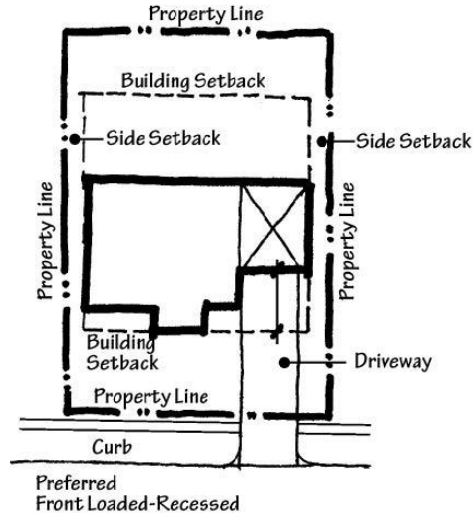
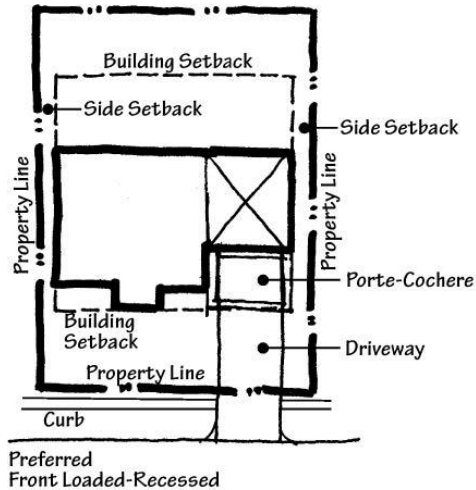
Example of detached rear garage



Example of detached rear garage

3.4.1.5.4.2. Garage - recessed

A garage door recessed from the face of the front façade is a permitted garage type. An overhead eave is a preferred detail element above the garage



Street facing garage with a large eave and individual garage doors



Recessed, tandem garage with individual garage door and detailing above



Recessed front garage creates a shadow line and emphasis on the rest of the facade

3.4.1.5.4.3. Garage - flush with façade

Garage doors flush with the street facing façade require detailing on the façade to de-emphasize the visual impact of the garage, including the following:

Trim or banding around the garage door

Garage door relief detailing and windows are a preferred element

Coordinated color selection to de-emphasize the garage door

Individual garage doors are preferred



Avoid - flush garage with completely flat 2- car garage door, no detailing or relief, highlight paint color on door inadvertently attracts attention, lack of trim around door, lack of first floor façade articulation above garage

3.4.1.5.4.4. Garage – projecting

Garages projecting in front of the street facing façade may protrude in front of the façade provided that detailing is provided on all exposed garage facades to de-emphasize the visual impact of the garage. Windows and individual garage doors are preferred element.

The following are required on projecting garage:

- Integrated trim or banding around the garage door that matches the residential building
- Detailing and articulation of the door facade
- Color selection that does not emphasize the garage door
- An architectural top to the garage, such as a gabled roof



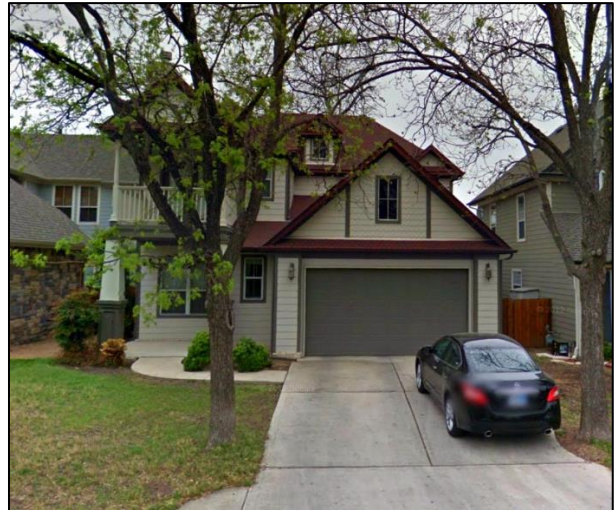
Projecting garage- example of integration of matched house/garage siding, trim detailing above, garage door detailing, accent colors, articulation of first floor level above garage, and use of gable above



Projecting garage – example showing windows on door, detailing and trim and good color selection



Projecting garage – example integration of masonry siding matching façade, good detailing, trim and color selection (note: garage door lacks adequate detail)



Projecting garage- example of integration of siding on garage trim, accent lights, accent colors, articulation of first story level, detailing on garage door, gable and centered window above

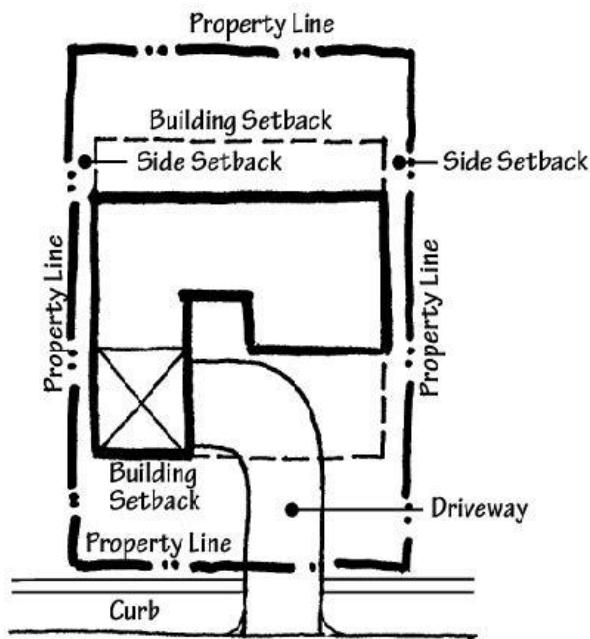


Avoid - projecting garage with completely flat 2-car garage door, no detail, paint color not complimentary to house façade. Light color masonry poor selection choice as it highlights the garage

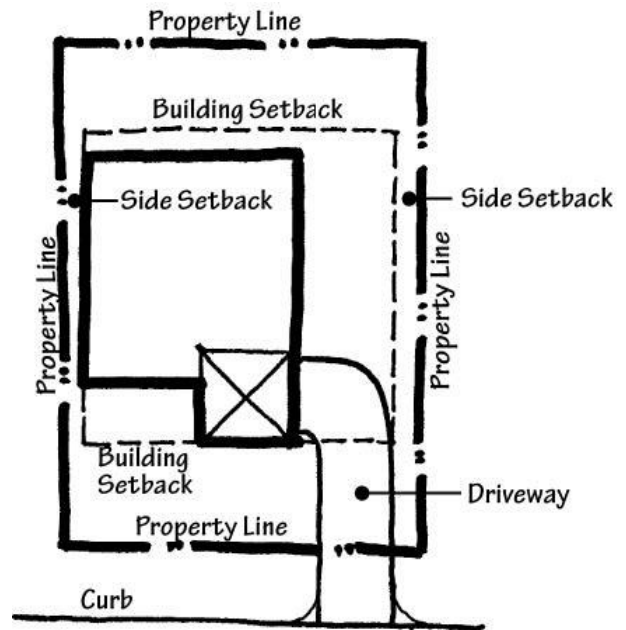
3.4.1.5.5. Garage - side-loaded

Garages that are side-loaded (in relation to the street) are a preferred and permitted garage type provided the following requirements are incorporated:

- Garage door articulation requirements are incorporated
- Placement of driveway pavement meets setback restrictions
- Driveway pavement is limited to the minimum necessary for safe vehicular movement



Inside Swing Side Loaded



Outside Swing Side Loaded



Side-loaded garage with individual doors and windows

3.4.1.5.6. Garage – Rear alley loaded

Alley loaded garages is a permitted garage type. Alley loaded garages may be attached or detached from the home.

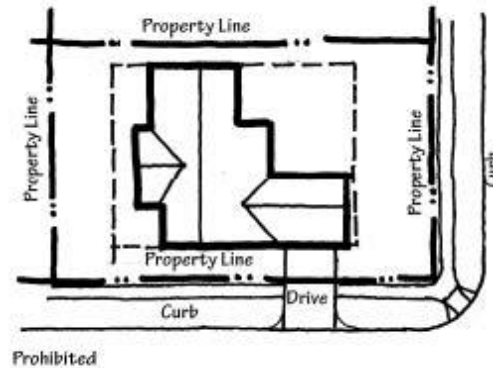
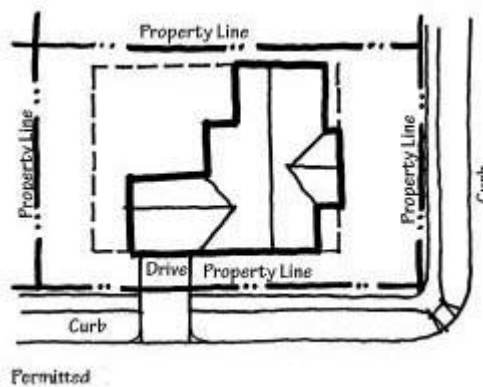


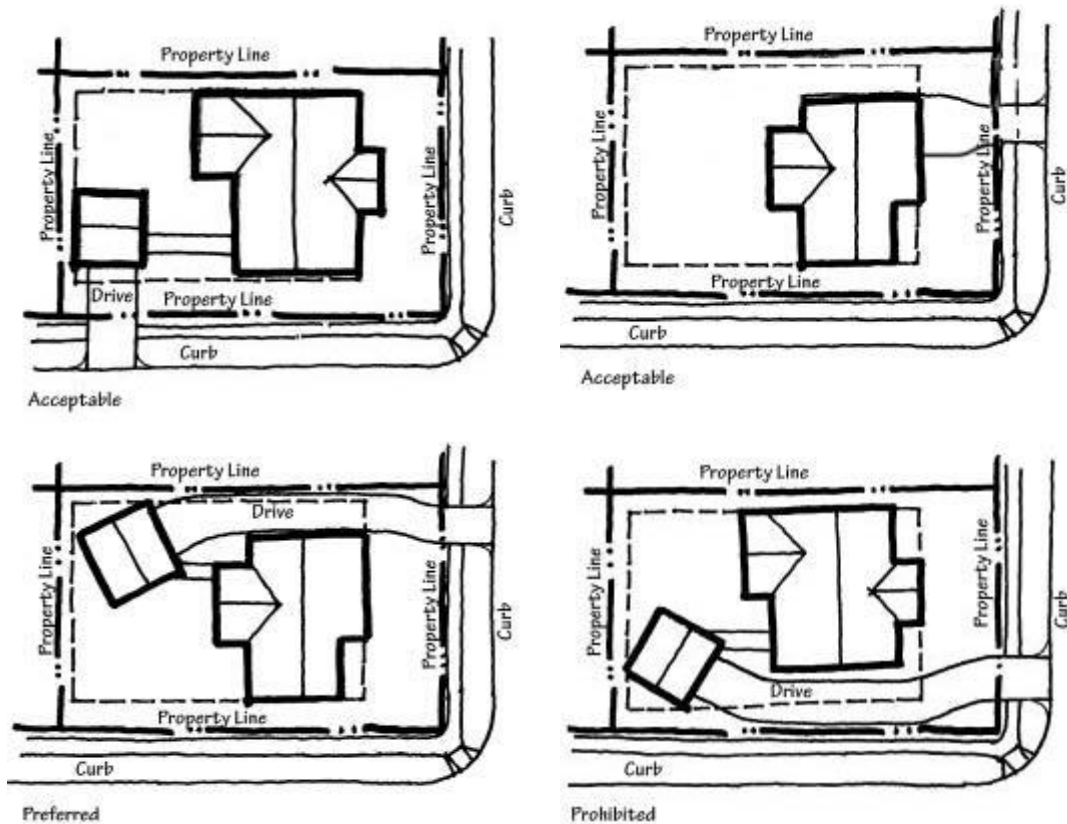
Garages access from rear alley

3.4.1.5.7. Corner lot garage placement

Minimize the visual prominence of garage and driveway placement on corner lots by incorporating the following:

- Avoid garage placement/driveway access from a side street that is:
 - Centered on an approaching street. It is visually prominent
 - Placed close to the street corner
- Avoid garage placement/driveway access from the fronting street that is:
 - Placed close to the street corner



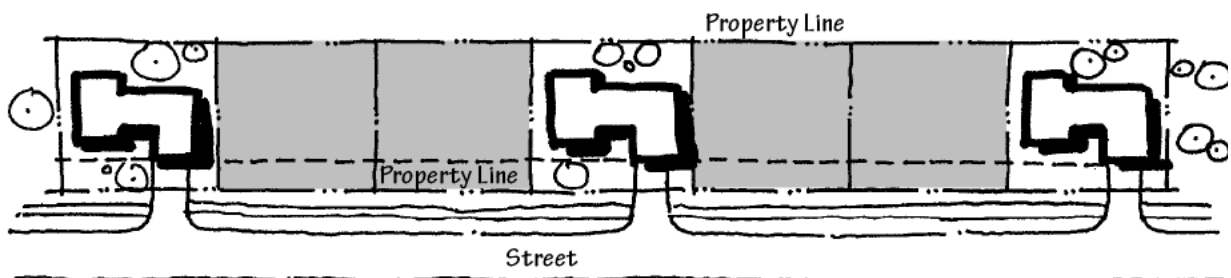


3.4.1.6. Plan spacing and repetition

No two elevations of the same style and plan type are permitted side-by-side within a given block face. Developments with single household and two household dwellings must adhere to the following minimum standards:

3.4.1.6.1. Same plan, different elevation, same side of the street

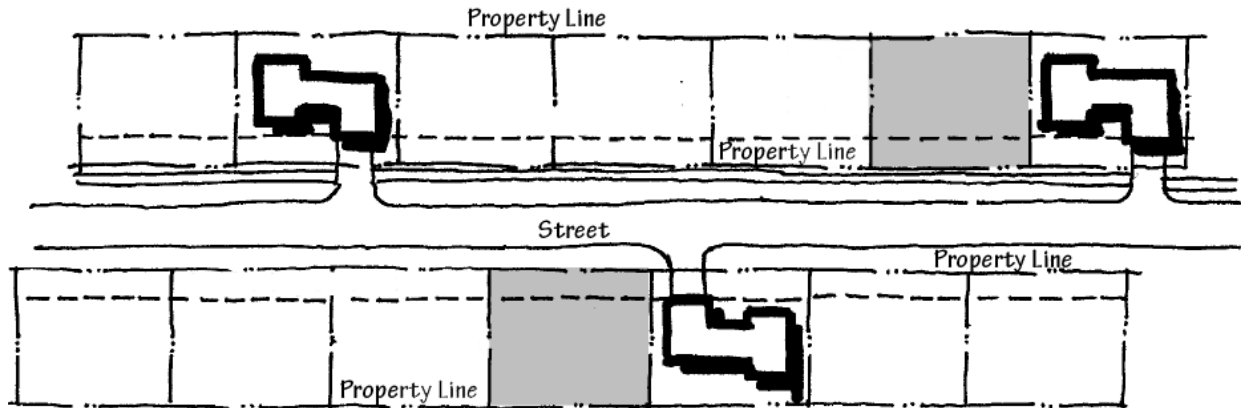
When building different elevations of the same plan on the same side of the street, two lots must be skipped and the home (same plan, different elevation) shall be placed on the third lot.



Same Plan, Different Elevation, Same Side of the Street

3.4.1.6.2. Same plan, different elevation, opposite side of the street

When the same plan, different elevation is on the opposite side of the street, the lot fronting the property, and the one beside it shall be skipped, for a total of two skipped lots, and the home (same plan, different elevation) shall be placed on the third lot. The lot fronting the subject lot is defined as a lot that has one or more side property lines directly across the street from the subject lot.

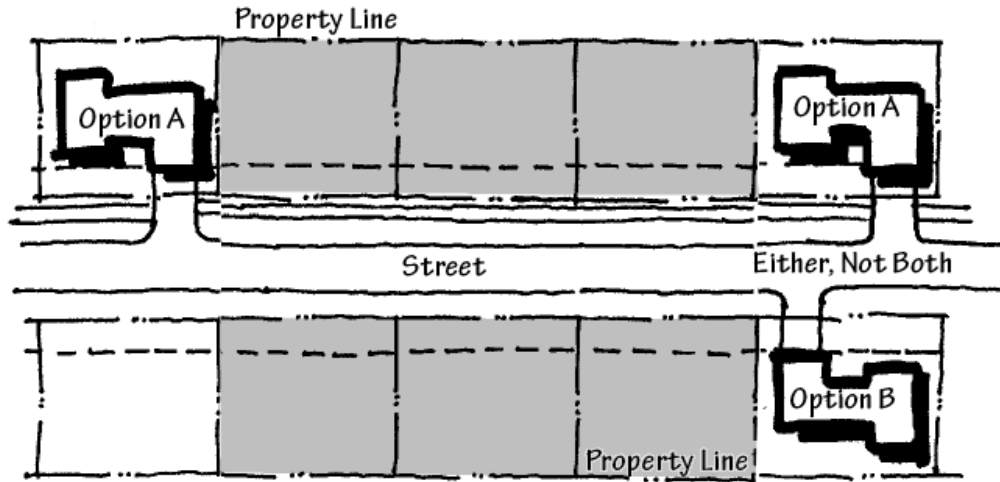


Same Plan, Different Elevation, Opposite Side of Street

3.4.1.6.3. Same plan, same elevation, same or opposite side of the street

When the same plan, same elevation is on the same side of the street, three lots shall be skipped and the home (same plan, same elevation) shall be placed on the fourth lot.

When the same plan, same elevation is on the opposite side of the street, the lot fronting the property shall be counted as the first lot, then count an additional two lots and place the home (same plan, same elevation) on the fourth lot. The lot fronting the subject lot is defined as a lot that has one or more side property lines directly across the street from the subject lot.



Same Plan, Same Elevation, Same or Opposite Side of Street



Same elevation on non-adjacent lots (2 lots must be skipped)



Diversity in elevations (even within the same architectural style), no duplicate elevations adjacent

3.4.1.7. Roofs

On buildings with pitched roofs, the minimum roof pitch is 6:12. Pitched roofs shall be clad in 25-year minimum composition shingles or low reflectivity galvanized metal roofing materials.

3.4.1.8. Mechanical equipment screening

Rooftop mechanical equipment is prohibited unless placed where they are not visible from the public ROW.

Ground mounted mechanical equipment (air conditioning units, utility boxes, etc.) must be hidden or screened with architecturally integral wing walls or landscape screening material that will grow to the same height as the equipment being screened, or placed where they are not readily visible from a public street, to the greatest extent practical.

Solar panels and rain collection tanks are exempt from mechanical equipment screening standards.

3.4.2. Single Household Attached and Multiple Unit Household Residence Design

3.4.2.1. Architectural style

Distinct groups of buildings on a site must share common, identifiable, complementary design elements and/or detailing in a multiple household residential development. This includes non-residential structures in the development such as amenity centers, laundry and maintenance buildings, garages, carports, and dumpster enclosures.

3.4.2.2. Form and mass

A single, large, dominant building mass should be avoided.

Multiple household residential building designs should incorporate visually heavier and more massive elements, details or colors at the building base, and visually lighter elements, details or colors above the base.

Changes in mass or form should be related to entrances, the integral structure and/or the interior space organization, and not just for cosmetic effect.

3.4.2.3. Exterior walls

3.4.2.3.1. Pattern

Facades must be articulated with bays, insets, balconies, porches, stoops or other similar design elements related to entrances and windows.

3.4.2.3.2. Four-sided design

All walls viewed must include materials and design characteristics consistent with those on the front. Lesser quality materials for side or rear walls are prohibited.

3.4.2.3.3. Long walls and facades

- The maximum length of a multiple household residential building is 200 ft.
- Wall and roof planes must have offsets or setbacks with a differential in horizontal plane of at least 2 ft. every no more than 50 ft.
- Up to six townhouse units may be attached in a single row.

3.4.2.3.4. Building entries

- Common balconies on perimeter walls providing access to two or more units are prohibited.
- Building entries next to a public street, private drive or parking area must be articulated to provide an expression of human activity or use in relation to building size through the use of doors, windows, entranceways, and other design features such as corners, setbacks, and offsets can be used to create articulation.

3.4.2.3.5. Garage doors

Front loading garage doors on multiple household residential building must include the following elements:

- Front-loaded garage doors may comprise no more than 50% of the total length of the front façade of a multiple residential building's front façade. Every two single-bay garage doors or every double garage door must be offset by at least 4 ft. from the plane of an adjacent garage door,
- Garage doors must integrate into the overall building design with color, texture or other similar design elements.

3.4.2.3.6. Windows and transparency

- All walls and elevations on all floors of multiple household buildings must include windows, except when necessary to assure privacy for adjacent property owners.
- Exterior windows should be located to promote occupant surveillance of entryways and common areas.

3.4.2.3.7. Building roofs

- On buildings with pitched roofs, the minimum roof pitch is 6:12.
- Roof forms must be designed to correspond and denote building elements and functions such as entrances and arcades
- On buildings where flat roofs are the predominant roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall façade. Exceptions to the parapet standards may be administratively approved by Development Services staff if it can be demonstrated that the building design character meets the intent of this Section.
- On buildings where sloping roofs are the predominant roof type, each building must have a variety of roof forms

3.4.2.4. Materials and color

3.4.2.4.1. Building materials

- Building exterior materials must be high quality and durable. Masonry, stone and/or brick must be used as exterior materials for at least 40% of exterior facades, excluding doors, windows and trim. Wood, fiber-cement siding, corrugated metal, and stucco are suitable examples of appropriate secondary exterior materials.
- Deviations up to 10% to building material standards may be administratively approved by Development Services staff if it can be demonstrated that the building material meets the design intent of this Section.
- T-1-11 and other plywood-based siding materials are prohibited.
- Prefabricated and pre-engineered buildings are prohibited.

3.4.2.4.2. Roof materials

- Roof materials must be high quality and durable. Acceptable roof materials include concrete tile, architectural asphalt shingles, metal shingles and split seam metal.
- Flat roofs may utilize any roofing material but must include a parapet.

3.4.2.4.3. Material or color changes

- Material or color changes must only occur at a change of plane or reveal line.
- Exceptions to location of material or color change standards may be administratively approved by Development Services staff if it can be demonstrated that the location meets the design intent of this Section.
- Piecemeal embellishment and frequent material changes are prohibited.

3.4.2.4.4. Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Mechanical equipment must be located where their acoustics will not be disruptive to abutting residential dwelling units.

Solar panels and rain collection devices are exempt from mechanical equipment screening standards.

3.4.3. Commercial, Office, Public, Institutional and Mixed-Use Building Design

3.4.3.1. Architectural style

Attached or distinct group of buildings on a site must share common identifiable, complementary design elements and/or detailing. This includes accessory structures such as freestanding canopies, accessory and maintenance buildings, and dumpster enclosures.

A building must have a single definitive, consistent style; mixing of various architectural styles on the same building is discouraged.

3.4.3.2. Form and mass

A single, large, dominant building mass must be avoided in new building additions involving changes to the mass of existing buildings. Changes in mass should be related to entrances, tenant spaces, the integral structure and/or the interior space organization and activities.

3.4.3.3. Exterior walls

3.4.3.3.1. Base and top

Façades and walls must have a recognizable base, with design examples achieving this criteria including (but not limited to):

- thicker walls, ledges or sills;
- integrally textured materials such as stone or other masonry;
- integrally colored and patterned materials such as smooth-finished stone;
- lighter or darker colored materials, mullions or panels; or
- planters;
- wainscoting or plinth course

Façades and walls must have a recognizable top, with design examples achieving this criteria including (but not limited to):

- cornice treatments, other than colored stripes or bands alone, with integrally textured materials such as stone or other masonry or differently colored materials;
- sloping roof with overhangs extending a minimum of 18 inches;
- stepped parapets.



Example of sloping roofed building with recognizable base and top.



Example of flat roofed building with recognizable base and top.

3.4.3.3.2. Four-sided design

All walls must include use materials and general design characteristics consistent those on the front.



Example of four sided design

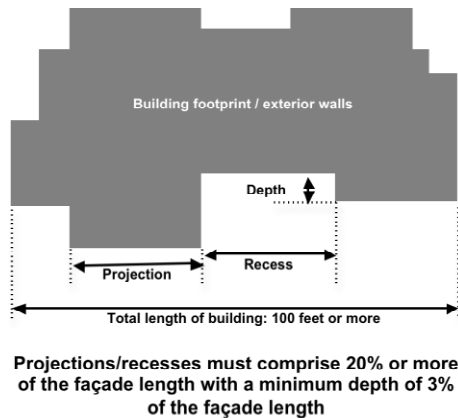


Example of four-sided design



3.4.3.3.3. Long walls and façade; projections and recesses

- Walls at least 100 ft. long must include wall plane projections or recesses having at least 3% depth of the façade length, and extending at least 20% of the façade length.
- Deviations up to 10% to wall plane projections or recesses may be administratively approved by Development Services staff if it can be demonstrated that the building wall design meets the design intent of this Section.



Large retail store with projections and recesses

3.4.3.3.4. Exterior walls

- Exterior walls cannot have a blank, uninterrupted length. greater than 50 ft. without including one or more of these the following design features: change in plane, change in texture or masonry pattern, windows, or other equivalent element(s) that subdivide the wall into human scale proportions. Side or rear walls may include false windows and door openings defined by frames, sills and lintels, or similarly proportioned modulations, only when actual doors and windows are not possible because of the building use. Deviations up to 10% to side or rear wall articulation may be administratively approved by Development Services staff if it can be demonstrated that the building wall design meets the design intent of this Section.

3.4.3.3.5. Primary building entrances

Primary building entrances must be clearly defined and shall be recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather.



Well-defined building entrance

3.4.3.3.6. Retail building entrances

Anchor stores (defined as a retail building containing greater than 25,000 sf), and freestanding, single-use buildings, must have a clearly defined, highly visible customer entrance with four or more of the following elements (but not limited to):

- Arcades
- Arches
- Canopies or porticos
- Details such as tile work and moldings integrated into the building structure and design
- Display windows
- Integral planters or wing walls that include landscaped areas and/or places for sitting
- Outdoor patios
- Overhangs
- Peaked roof forms
- Raised corniced parapets over the door
- Recesses and/or projections
- Clinging vines
- Bas-relief artwork or mosaics
- Trellis

At least 25% of the additional stores in a shopping center must have two or more of the elements listed above.



Projections, arches, raised cornice parapet, integrated tile work and molding



Outdoor patio, display windows



Peaked roof form, canopy, display windows, projections



Peaked roof form, projections, arcade, display window, arches

3.4.3.3.7. Awnings

Awnings may only be used in detached increments above individual windows, doors and entries.



Separate awnings above individual windows

3.4.3.3.8. Transparency in commercial buildings

At ground level floors, buildings must have a high level of transparency: façades and walls that face a public street, plaza, or primary customer parking areas (excluding the building rear and side facades and service areas) must be transparent between 2 ft. and 7 ft. above the grade or walkway along at least 50% of its length along the front facade, except where the internal arrangement of a building makes it impractical to provide transparency along a portion of a wall. In these conditions, a combination of sculptural, mosaic, or bas-relief artwork and transparent window areas or displays may substitute for 25% of required transparent areas, except when fronting on plaza areas.



Good door and window coverage on prominent elevations

3.4.3.3.9. Garage doors

- Garage bay doors fronting on a public street: design elements shall include the following: doors must be segmented, with windows covering at least 25% of the garage surface. Roll-up garage doors are prohibited. Garage doors must be recessed at least 2 ft. behind the building façade. Garage bay doors must be integrated into the overall design of the host building with color, texture, windows and similar or compatible design elements. Bay doors may not be visible from a residential use.
- Vehicle service areas and bays must be screened or sited so visibility from a public street is as low as possible: landscape screening shall comply with requirements set forth with Section 3.5.3.4 Parking lot and vehicular use screening.
- Roll-up garage doors are permitted in vehicle service areas and bays.



Garage doors integrated into building architecture

3.4.3.4. Building roofs

3.4.3.4.1. Roof form design

Roof forms must correspond to and denote building elements and functions such as entrances, arcades and porches. Roof forms should relate to adjacent buildings to the greatest extent practical.

3.4.3.4.2. Required features

Sloping roofs must have one of the following features:

- Overhanging eaves, extending at least 1.5 ft. past the supporting wall or facade.

- Sloping roofs that do not have an overhanging eave, or with an eave less than 1.5ft past the supporting wall or facade must have an average slope of at least 1 ft. of vertical rise for every 3 ft. of horizontal run and no more than 1 ft. of vertical rise for every 1 ft. of horizontal run.

3.4.3.4.3. Roof lines

The continuous plane of a roof line must be no more than 100 ft. unless it can be demonstrated it meets the intent of this Section. Exceptions may be administratively approved by Development Services staff.



Example of varied roof line plane

3.4.3.4.4. Drive through facilities

Drive through facilities must be architecturally integrated into the host structure.

Drive through facilities must be located to minimize or avoid conflict with internal pedestrian routes. Pedestrian paths must be distinguished from vehicular driving surfaces by textured and colored pavement or other contrasting design element to emphasize conflict points and enhance pedestrian safety.



Drive-through architecturally integrated into host structure

3.4.3.5. Canopies

3.4.3.5.1. Architectural integration

Canopies must include design elements found on the main building, such as color, exterior materials and/or roof pitch.

3.4.3.5.2. Canopy support poles

Canopy support poles must include design elements consistent with the overall architectural theme of the primary building, or pole covers at least 18 in. in diameter or width, with a similar surface material and architectural treatments as the dominant material on the host building.

3.4.3.5.3. Canopy fascia

Canopy fascia must be the same color as the dominant color of the host building. Striping and banding on canopies is prohibited.



Canopy design integrated into site

3.4.3.6. Materials and color

3.4.3.6.1. Building materials

- Predominant building exterior materials must be high quality and durable. Masonry (stone, brick, decorative CMU and similar materials) must be used as exterior materials for at least 40% of exterior facades, excluding doors, windows and trim. Wood, fiber-cement siding and textured concrete/EIFS are examples of appropriate secondary exterior materials.
- Corrugated metal is an acceptable material. Corrugated metal and ACM panels are examples of acceptable accent materials, and may have a cumulative surface area of no more than 30% of the area of all exterior walls on a building.
- Building-integrated photovoltaics (BIPV) may substitute for any amount of predominant and secondary exterior materials.
- Smooth-faced concrete block, painted masonry, and tilt-up and precast concrete panels are prohibited.
- T-1-11 and other plywood-based siding materials are prohibited.
- Prefabricated metal buildings and panels are prohibited.

3.4.3.6.2. Roof materials

- Roof materials must be high quality and durable. Acceptable roof materials include concrete tile, architectural asphalt shingles, metal shingles, split seam metal, photovoltaic roof tiles and shingles, and solar panels.
- Planted green roofs are permitted and strongly encouraged.
- Flat roofs may utilize any roofing material but must have a continuous parapet.

3.4.3.6.3. Building colors

- Building colors must be low reflecting, muted and neutral or earth toned. Roof colors should be muted and compatible with the dominant building color.
- High intensity colors, metallic colors, black, fluorescent colors, single color schemes and groups of stripes are prohibited as the predominant building color or color scheme.
- High intensity colors, and black or grey, may be used on building trim and accents.

3.4.3.6.4. Material or color changes

- Material or color changes must occur only at a change of plane or reveal line, unless when administratively approved by Development Services staff.



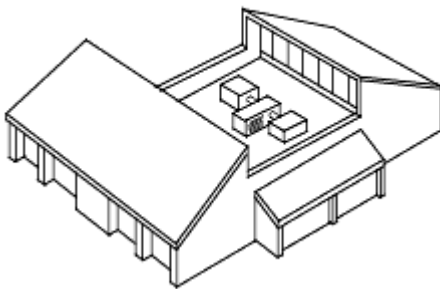
Change in materials at a change in plane.

3.4.3.7. Mechanical equipment screening

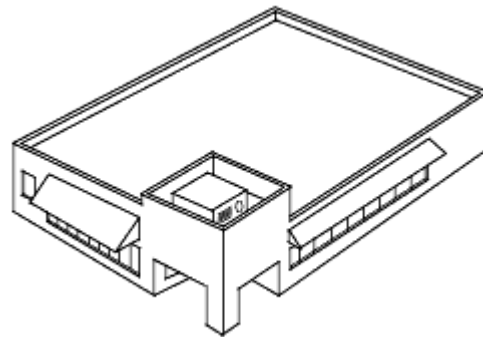
Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at a height least as high as the equipment to be screened. Makeshift equipment screens, such as wood or plastic fences, are prohibited.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping to the greatest extent practical.

Solar panels and rain collection tanks are exempt from mechanical equipment screening standards.



Example of appropriate screening for rooftop mechanical equipment



Example of appropriate screening for rooftop mechanical equipment

3.4.3.8. Utility equipment screening

Electrical meters, switch boxes, panels, conduit, and related utility equipment must be placed in the most inconspicuous location practical.

Utility equipment must be painted or coated to match the color of the mounting surface, to the greatest extent practical.

Utility equipment located in an area that may be frequently seen by the general public must be screened to the extent practical with landscape screening or a wing wall architecturally integrated into the host building structure.



Utility equipment at back of building painted to match wall



Utility equipment in more visible location screened by wing wall

3.4.3.8.1. Cobranded uses

Cobranded uses such as restaurants and convenience stores must be well integrated into the host structure. Using disharmonious architectural elements, such as a non-compatible façade materials or disharmonious roof pitch from the host building structure is prohibited, unless it can be demonstrated that it meets the intent of this Section.



Cobranded uses with harmonious architectural elements

3.4.4. Industrial building design in Development Area C

3.4.4.1. Intent

This section shall not apply to industrial structures over 200,000 sq. ft. in area.

3.4.4.2. Character and image

In industrial developments located on a single site, each building must include compatible building design characteristics shared by all buildings in the development, such as façade materials and colors, so the development forms a cohesive place.

Distinct groups of buildings on a site must share a common, identifiable, complementary design or style. This includes accessory structures such as freestanding canopies, accessory and maintenance buildings, and dumpster enclosures.

3.4.4.3. Form and mass

A single, large, dominant building mass should be avoided in new buildings and, as much as possible, in projects involving changes to the mass of existing buildings. Changes in mass must be related to entrances, the integral structure and/or the organization of interior spaces and activities and not merely for cosmetic effect.

3.4.4.4. Exterior walls and facades

3.4.4.4.1. Pattern

Façades and walls must include a repeating pattern with an expression of architectural or structural bays through a change in plane, such as an offset, reveal, pilaster, projecting ribs, fenestration patterns, or piers; and any of the following elements:

- color change
- texture change
- material module change

Design elements must repeat at intervals of no more than 60 ft. Deviations up to 10% to the interval repetition may be administratively approved by Development Services staff.

3.4.4.4.2. Four-sided design

All façades and walls must include materials and design characteristics consistent with those on the front façade. Inferior or lesser quality materials for side or rear walls are prohibited.

3.4.4.4.3. Garage doors

Bay doors must be screened using wing walls, carefully placed berms on the site, or other effective screening and site planning techniques, or otherwise sited so visibility from the public streets is minimized. Bay doors must be integrated into the overall design of the host building with color, texture, windows and similar or compatible design elements. Segmented garage bay doors with windows are preferred to roll-up garage doors.

3.4.4.4.4. Primary building entrances

Primary building entrances must be clearly defined and recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather.

3.4.4.5. Building roofs

3.4.4.5.1. Planted green roofs

Planted green roofs, solar panels and rain collection tanks are strongly encouraged

3.4.4.6. Materials and color

3.4.4.6.1. Building colors

- Building colors must be low reflecting, muted and neutral or earth toned. Roof colors must be muted and compatible with the dominant building color.
- High intensity colors, metallic colors, fluorescent colors, single color schemes and groups of stripes are prohibited as the predominant building color or color scheme.
- Brighter colors, and black or grey, may be used on building trim and accents.
- An exception to the color standards may be administratively approved by Development Services staff if it can be demonstrated that the color selection meets the design intent of this Section.

3.4.4.6.2. Building materials

Durable, high quality building materials must be used. Brick, stone, split-face CMU, EIFS, detailed tilt-up concrete panels, and building-integrated photovoltaics (BIPV) are examples of appropriate building materials.

- T-1-11 and other plywood-based siding materials are prohibited.
- Prefabricated and pre-engineered metal buildings and panels are prohibited.

3.4.4.6.3. Material or color changes

- Material or color changes must occur only at a change of plane or reveal line.
- An exception to the location of material or color change standards may be administratively approved by Development Services staff if it can be demonstrated that the location meets the design intent of this Section.
- Piecemeal embellishment and frequent material changes are prohibited.



Industrial building design: appropriate



Industrial building design: appropriate



Industrial building design: appropriate



Industrial building design: appropriate

3.4.4.7. Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at a height at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping to the greatest extent practical.

Solar panels and rain collection tanks are exempt from mechanical equipment screening standards.

3.4.4.8. Utility equipment screening

Electrical meters, switch boxes, panels, conduit, and related utility equipment must be placed in the most inconspicuous location practical.

Utility equipment must be painted or coated to match the color of the mounting surface to the greatest extent practical.

Utility equipment located in an area that may be frequently seen by the general public must be screened to the extent practical with landscape screening or with a wing wall architecturally integrated into the host building structure.

3.5. Landscaping

3.5.1. General standards

3.5.1.1. Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections.

3.5.1.2. Utilities

Tree trunks must be placed at least 10 ft. from streetlights and 5 ft. from wet utilities. Tree trunks must be placed at least 4 ft. from gas lines.

3.5.1.3. Clear zone at intersections

Trees in tree lawns must be at least 15 ft. from the curb return corner at street intersections.

3.5.2. Required landscaping: single and two-household dwellings

3.5.2.1. Tree number

Lots with single household and two household dwellings must have at least the following number of trees:

- Street tree - one native tall tree shall be installed per 25 ft. - 30 ft. of linear street frontage within the tree lawn area provided trees are set back from utilities. Required street trees may be installed in the front yard only if inadequate tree lawn area is available to meet the street tree frontage requirements. It is the responsibility of the installer to insure there are no conflict with utilities and complies with clear vision area

requirements. Intersection clear zones and curb cut visibility areas are not included in the street frontage calculations.

- One native tall tree or two native short trees for every 3,000 sq. ft. of lot area.

Existing native tall and short trees conforming to Section 3.18.3.3 may be used to meet minimum tree planting requirements.

3.5.2.2. Shrub number

Lots with single household and two household dwellings must have one or more native shrubs for every 1,000 sq. ft. of lot area. All of the required shrubs must be placed in the front half of the lot. Lots at least 50,000 sq. ft. do not need more than 100 shrubs.

3.5.2.3. Tree and shrub size

Native tall trees must have a trunk of at least 2 in. caliper and 10-12 ft. ht. Native short trees must have a caliper of at least 1.5 in. and 8-10' ht. Planted shrubs must have at least 1-gallon container or be at least 2 ft. tall, and grow to a height of at least 2 ft.

3.5.2.4. Groundcover

Groundcover must be planted on areas of developed parcels that are not part of an impervious surface, covered with porous paving, occupied by shrubbery or gardens, or under a tree drip line.

3.5.3. Required landscaping: non-residential and 3+ household residential development

3.5.3.1. Landscaping areas

Parcels with a non-residential use or 3+ household residential structures must be landscaped as follows. Additional plants may be required per buffer yard standards in Section 3.1.6, and mechanical equipment screening requirements.

Street tree - one native tall tree shall be installed per 25 ft. - 30 ft. of linear street frontage within the tree lawn area provided trees are set back from utilities. Required street trees may be installed in the front yard only if inadequate tree lawn area is available to meet the street tree frontage requirements. It is the responsibility of the installer to insure there are no conflict with utilities and complies with clear vision area requirements. Intersection clear zones and curb cut visibility areas are not included in the street frontage calculations.

Planting requirements set forth in this Section shall comply with standards set forth in Section 3.5.1. Minor deviations to the standards set forth in this Section may be administratively approved by Development Services staff if it meets the intent of this Section.

3.5.3.2. Minimum percentage

A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

- Commercial uses: 15%

- Commercial pad sites: 5%
- Multifamily dwellings: 20%
- Office and professional uses: 15%
- Institutional and civic uses: 15%
- Industrial or manufacturing uses in Development Area C: 10%
- Light and general industrial or manufacturing uses in Development Area D: 5%
- Heavy industrial uses in Development Area D: 2%

3.5.3.3. Tree and shrub requirement

For every 500 square feet of landscaping required, or portion thereof, at least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

3.5.3.4. Parking lot and vehicular use screening ~~—non-industrial uses~~

The perimeter of all vehicular use areas including parking areas, drive aisles, and loading areas shall be screened as follows:

- Vehicular use areas shall be screened from all abutting rights-of-way, including the UP Railroad and SH 130, by a continuous landscaped area not less than 10 ft. deep, as described in Section 3.1.6.2.
- Vehicular use areas shall be screened from all abutting residential property by a continuous landscaped area not less than 8 ft. deep.
- Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.
- In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area. This requirement does not apply to Development Area D.
- Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat. This requirement does not apply to Development Area D.
- Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island. This requirement does not apply to Development Area D.
- Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs. This requirement does not apply to Development Area D.
- Driveways and entry throats accessing lots from public streets shall contain at least one (1) large tree and five (5) shrubs on each side.
- Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 3.5.3.2.

3.5.3.5. Tree and shrub standards applicable to this Section

The following standards apply to trees and shrubs:

- Planting areas for each tree provided shall have a minimum undisturbed pervious area of at least 100 square feet and shall be planted or covered with grass, mulch, or other appropriate ground cover.
- Each development shall provide at least three (3) different species. No more than 50% of all trees, per development, shall be of the same species.

- Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

3.5.3.6. Tree and shrub size

Native tall trees must have a caliper of at least 2 in. and 10-12 ft. ht. Native tall trees used as street trees in tree lawns must have a caliper of at least 4 in. and 12-14 ft. ht. Native short trees must have a caliper of at least 1.5 in. and 8-10' ht. Planted shrubs must have minimum 1-gallon container or be at least 18 in. tall.

3.5.3.7. Tree and shrub placement

Trees and shrubs may be clustered in groups, to present a natural environment and ease maintenance. All trees must be placed on the parcel being developed, unless otherwise permitted. If Development Services staff finds that it is impractical to plant trees and/or shrubs on parcels being developed, those trees and/or shrubs may be planted elsewhere in the PUD. Minor deviations may be administratively approved by Development Services staff in cases where necessary due to site constraints.

3.5.3.8. Groundcover

Groundcover must be planted on areas on a developed parcel that are not part of an impervious surface, covered with porous paving, occupied by shrubbery or gardens, or under a tree drip line.

3.5.4. Materials, maintenance, and replacement

3.5.4.1. Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.5.4.2. Native tall trees

Native and adapted tall trees that can be planted or used to meet landscaping requirements include the following.

Anaqua	(Ehretia anacua)
Bald Cypress	(Taxodium distichum var. distichum)
Bigtooth Maple	(Acer grandidentatum)
Black Walnut	(Juglans nigra)
Blackjack Oak	(Quercus marilandica)
Bur Oak	(Quercus macrocarpa)
Cedar Elm	(Ulmus crassifolia)
Chinquapin Oak	(Quercus muhlenbergii)
Durand Oak	(Quercus sinuate)
Escarpment Live Oak	(Quercus fusiformis)
Lacebark Elm	(Ulmus parvifolia)
Monterey Oak	(Quercus polymorpha)
Montezuma Cypress	(Taxodium mucronatum)

Pecan	(Carya illinoensis)
Red Maple	(Acer rubrum)
Red Oak	(Quercus lobatae)
Sawtooth Oak	(Quercus acutissima)
Shumard Oak	(Quercus shumardii)
Southern Live Oak	(Quercus virginiana)
Texas Ash (female only)	(Fraxinus texensis)
Texas Red Oak	(Quercus texana)
Western Soapberry	(Sapindus drummondii)
Winged Elm (female only)	(Ulmus alata)
Yellow Buckeye	(Aesculus pavia var. flavescens)

Established deciduous and semi-deciduous (not coniferous or palm) canopy trees at least 30 ft. tall with a trunk of at least 4 in. caliper of other species, that are not on the nuisance tree list.

3.5.4.3. Native short trees

Native and adapted short trees that can be planted or used to meet landscaping requirements include the following.

American Smoke Tree	(Cotinus obovatus)
Anacacho Orchid Tree	(Bauhinia lunarioides)
Big Tooth Maple	(Acer grandidentatum)
Blackhaw Viburnum	(Viburnum prunifolium)
Carolina Buckthorn	(Frangula caroliniana)
Cherry Laurel	(Prunus caroliniana)
Chitalpa	(Chitalpa)
Crape Myrtle	(Lagerstroemia indica)
Desert Willow	(Chilopsis linearis)
Downy Serviceberry	(Amelanchier arborea)
Eve's Necklace	(Styphnolobium affine)
Evergreen Sumac	(Rhus virens)
Goldenball Lead Tree	(Leucaena retusa)
Kidneywood	(Eysenhardtia texana)
Lacey Oak	(Quercus laceyi)
Mexican Buckeye	(Ungnadia speciosa)
Mexican Plum	(Prunus Mexicana)
Mexican Poinciana	(Caesalpinia mexicana)
Mexican Redbud	(Cercis canadensis var. Mexicana)
Mountain Laurel	(Calia secundiflora)
Possumhaw Holly	(Aquifoliaceae Ilex decidua)
Red Buckeye	(Aesculus pavia)
Rough Leaf Dogwood	(Cornaceae Cornus drummondii)
Rusty Blackhaw Viburnum	(Viburnum rufidulum)
Saucer Magnolia	(Magnolia x soulangiana)
Smokeberry	(Cotinus coggygria)
Soapberry	(Sapindus drummondii)
Spicebush	(Lauraceae Lindera benzoin)
Texas Mountain Laurel	(Sophora secundiflora)
Texas Persimmon	(Diospyros texana)
Texas Pistachio	(Pistacia texana)
Texas Redbud	(Cercis canadensis var. texensis)
Western Soapberry	(Sapindus drummondii)

Yaupon Holly

(Ilex vomitoria)

Established deciduous and semi-deciduous trees 10 ft. to 30 ft. tall with a trunk of at least 3 in. caliper of other species, that are not on the nuisance tree list.

3.5.4.4. Native shrubs

Recommended native and adapted shrubs that can be planted or used to meet landscaping requirements include the following.

Abelia	(Abelia)
Agarita	Mahonia trifoliolata)
Agave	(Agavaceae)
American Beautyberry	(Callicarpa Americana)
Bamboo Muhly	(Muhlenbergia dumosa)
Barbados Cherry	(Malpighia glabra)
Beautybush	(Kolkwitzia amabilis)
Big Muhly	(Muhlenbergia lindheimeri)
Black Dalea	(Dalea frutescens)
Burford Holly	(Ilex cornuta 'Burfordii')
Bush Germander	(Teucrium fruticans)
Butterfly Bush	(Buddleja davidii, Buddleja marrubiifolia)
Caellia	(Camellia)
Cenizo/Texas Sage	(Eucophyllum frutescens)
Coralberry	(Symphoricarpos orbiculatus)
Cotoneaster	(Cotoneaste)
Deer Muhly	(Muhlenbergia rigens)
Dwarf Chinese Holly	(Ilex cornuta Rotunda)
Elaeagnus	(Elaeagnus pungens)
Flame Acanthus	(Anisacanthus quadrifidus)
Flowering Senna	(Senna corymbosa)
Forsythia	(Forsythia x intermedia)
Fragrant Mimosa	(Mimosa borealis)
Fragrant Sumac	(Rhus aromatica)
Germander	(Teucrium fruticans)
Gulf Muhly	(Muhlenbergia capillaris)
Inland Sea Oats	(Chasmanthium latifolium)
Japanese Barberry	(Berberis thunbergii)
Mexican Feather Grass	(Nassella tenuissima)
Mock Orange	(Philadelphus coronarius)
Mountain Sage	(Salvia regal)
Nandina	(Nandina domestica compacta)
Primrose Jasmine	(Jasminum mesnyi)
Rose of Sharon	(Hibiscus syriacus)
Sage	(Salvia)
Sideoats Grama	(Bouteloua curtipendula)
Skull Cap	(Leguminosae Scutellaris)
Sweet Mockorange	(Philadelphus coronarius)
Texas Dwarf Palmetto	(Sabal minor)
Texas Lantana	(Lantana horrida)
Texas Sage	(Leucophyllum frutescens)
Texas Sotol	(Dasylirion texanum)
Turk's Cap	(Malvaviscus arboreus)

Upright Rosemary	(Rosmarinus officinalis)
Viburnum (all)	(Viburnum)
Witch Hazel	(Hamamelidaceae Hamamelis
virginiana)	
Wooly Butterfly Bush	(Buddleia marrubiifolia)
Yellow Bells	(Tecoma stans)
Yucca	(Yucca)

3.5.4.5. Nuisance plants

Nuisance plants include the following. Nuisance plants may not be planted or used to meet the City's landscaping requirements, and are not protected by tree preservation, replacement, protection and removal standards.

Trees:

American Sweetgum	(Liquidambar styraciflua)
Arizona Ash	(Fraxinus velutin)
Bois d'arc	(Maclura pomifera)
Boxelder Maple	(Acer negundo)
Bradford Pear	(Pyrus calleryana bradfordii)
Brazilian Pepper	(Schinus terebinthifolius)
Chinaberry	(Melia azedarach)
Chinese Parasol Tree	(Firmiana simplex)
Chinese Tallow	(Sapium sebiferum)
Elephant Ear	(Alocasia spp., Colocasia spp.)
Eucalyptus (all)	(Eucalyptus)
Euonymus (all)	(Euonymus)
Hackberry	(Celtis occidentalis)
Honey Locust	(Gleditsia triacanthos)
Honeysuckle (all)	(Lonicera)
Japanese Zelkova	(Zelkova serrata)
Juniper (males)	(Juniperus)
Leland Cypress	(Cupressocyparis leylandii)
Lombardy Poplar	(Populus nigra)
Mesquite	(Prosopis glandulosa)
Mimosa, Silk Tree	(Albizzia julibrissin)
Monkey Puzzle	(Araucaria araucana)
Mulberry (all)	(Morus)
Olive	(Olea, Elenganus)
Paulownia	(Paulownia tomentosa)
Red-Tipped Photinia	(Photinia x fraseri)
Silver Maple	(Acer saccharinum)
Tree of Heaven	(Ailanthus altissima)
Vitex	(Vitex agnus-castus)

Shrubs:

Chinese Photinia	(Photinia spp.)
Common Privet	(Ligustrum sinense, L. vulgare)
Japanese Ligustrum	(Ligustrum lucidum)
Nandina (berrying varieties)	(Nandina domestica)
Photinia (all)	(Photinia)
Pyracantha, Firethorn	(Pyracantha spp.)
Russian Olive	(Elaeagnus angustifolia)

Wax Leaf Ligustrum

(Ligustrum japonicum)

Vines:

Cat's Claw Vine

(Macfadyena unguis-cati)

English Ivy

(Hedera helix)

Japanese Honeysuckle

(Lonicera japonica)

Kudzu

(Pueraria lobata)

Poison Ivy

(Toxicodendron radicans)

Vinca

(Vinca major, V. Minor)

Other:

Eurasian Watermilfoil

(Myriophyllum spicatum)

Giant Cane

(Arundo donax)

Hydrilla

(Hydrilla verticillata)

Johnson Grass

(Sorghum halepense)

Running Bamboo

(Phyllostachys aurea)

Water Hyacinth

(Eichhornia crassipes)

All plants listed in Texas Administrative Code Section 19.300 (Noxious and Invasive Plant List), and listed as Invasive and Noxious Weeds by the USDA Natural Resources Conservation Service, are also considered nuisance plants. Other plants may be prohibited at the discretion of Development Services staff on a case-by-case basis.

3.5.4.6. Low water use plants

Low water use trees, shrubs and groundcovers shall be used to the greatest extent practical.

3.5.4.7. Planting beds

Shrub and ground cover planting beds must be separated from turf grass with edging, and must have open surface areas covered with mulch or gravel.

3.5.4.8. Topsoil

Topsoil removed during construction activity must be conserved for later use on areas requiring re-vegetation and landscaping, to the maximum extent practicable.

3.5.4.9. Plant quality

Landscape plants must be free of defects, and of normal health, height, leaf density and spread appropriate to the species, as defined by American Association of Nurserymen standards.

3.5.4.10. Installation

Landscaping must be installed using sound horticultural practices, in a way that encourages quick establishment and healthy growth. Landscaping in each phase must either be installed or the installation must be secured with a letter of credit, escrow or performance bond for 150% of landscaping value before a certificate of occupancy for any building in a phase is issued.

3.5.4.11. Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

3.5.4.12. Replacement

Required landscape elements that are removed or dead must be promptly replaced.

3.5.5. Irrigation

3.5.5.1. Automatic irrigation required

All plants on newly developed parcels, except those developed for single household and two household dwellings, must be irrigated with underground or drip irrigation, with these exceptions:

- Plants that do not require irrigation for establishment.
- Mature xeriscape (drought tolerant) areas, with established plants that do not require irrigation for survival.
- Trees established for two years or more.
- Parkland or land designated for parkland in this PUD
- Xeriscape planting areas may be established with temporary irrigation for a period of no less than two years.

3.5.5.2. Irrigation plan required

An irrigation plan must be included in the landscape plan for site plan review, if applicable.

3.5.6. Tree preservation and removal

3.5.6.1. Tree preservation, removal and replacement: undeveloped and redeveloped sites

3.5.6.1.1. Nuisance trees

Nuisance trees, as defined in Section 3.6.4.5, may be removed from a developed or undeveloped lot anytime. Replacement of nuisance trees is not required.

3.5.6.1.2. Diseased, dangerous and dead trees

Diseased, dangerous and dead trees of all species may be removed from an undeveloped lot anytime. Replacement of removed diseased, dangerous and dead trees is not required.

3.5.6.1.3. Healthy, protected trees (native, tall, and small trees)

Protected trees (trees with a DBH of at least 18 in. which are not nuisance trees) that are healthy and located on a vacant parcel or redevelopment site may only be removed when the parcel is developed or redeveloped. A tree inventory and survey, showing the location, size, species and condition of existing protected trees on a lot, must be submitted and approved with a preliminary subdivision, site plan or building permit for a development, whichever comes first.

Site features must be designed to minimize disturbance to protected trees. Tree wells or cut areas may be used to preserve the original grade around an existing tree to the extent practical.

At least 50% of the total number of healthy protected trees must remain on the site or be relocated on a site within the PUD. Gross DBH loss of protected trees to be removed must be replaced at a 1:1 ratio. Replacement trees must be planted either on the development site or elsewhere in the PUD, in areas approved by Development Services staff. Replacement trees must have a DBH of at least 2 in.

A protected tree may be designated for removal if it meets one of the following criteria.

- It is in an existing or proposed easement or stormwater management system and cannot practically be saved.
- It is located where it will create a potential safety or health hazard, or a nuisance to existing or proposed structures or vehicle or pedestrian routes.
- It is located where it interferes with the installation, delivery, or maintenance of existing utility services to the site.

3.5.6.2. Tree preservation, removal, and replacement: developed lots

3.5.6.2.1. Nuisance trees

Nuisance trees may be removed from a developed lot anytime. Replacement of nuisance trees is not required.

3.5.6.2.2. Diseased, dangerous, and dead trees

Diseased, dangerous and dead trees of all non-nuisance species may be removed from a developed lot anytime.

3.5.6.2.3. Healthy, protected trees (native, tall, and small trees)

Healthy native tall and small trees with a DBH of 2.5 in. or more that cannot be considered diseased, dangerous or dead may be removed from a lot if the gross DBH loss is replaced at a 1:1 ratio (1 in. replaced for every 1 in. lost of caliper inches DBH). At least 50% of the total number of replacement caliper inches must be planted on the lot, to the extent practical, or may be planted elsewhere within the PUD as approved by Development Services staff. Required mitigation trees planted elsewhere in the PUD shall be noted on the site plan, as well as the other site plan, and may not be counted towards future mitigation tree requirements on the other site plan.

3.5.6.3. Tree removal and replacement: signs

Healthy trees of all species and sizes, except species defined as nuisance trees, may not be removed with the intent of increasing the visibility of an existing sign, unless with administrative approval of Development Services staff.

3.5.6.4. Tree replacement conditions

3.5.6.4.1. Replacement plant types

Replacement trees may be any combination of native tall and short trees that keeps or brings the site in conformance with minimum required landscaping standards.

3.5.6.4.2. Replacement trees

Replacement trees must be placed on site, or in areas approved by Development Services staff within the PUD.

3.5.6.4.3. Landscape requirements

Existing and replacement trees may be used to meet landscape requirements. After tree removal and replacement, the number and placement of trees on a parcel must continue to conform to landscaping requirements.

3.5.6.4.4. Maintenance

Replacement trees must be maintained in good condition for one year after planting. In that year, the property owner must guarantee survival.

3.5.6.4.5. Unauthorized removal

The gross DBH loss of trees that are removed in violation of this section by the property owner, developer or any party acting on their behalf must be replaced at a 2:1 ratio (2 in. replaced for every 1 in. lost of caliper inches) with native tall trees. For illegal vegetation clearance to increase the visibility of signs per Section 3.5.6.3, replacement native tall trees must be planted in the cleared area, with 1 in. DBH for every 10 sq. ft. cleared.

3.5.6.5. Tree protection during construction

3.5.6.5.1. Tree protection zone

During construction, perimeter fencing must be erected around protected trees, at least at one-half of the drip line to the greatest extent practical, to establish a tree protection zone, unless otherwise approved by Development Services staff. Large parcels with protected trees that are separated from construction or land clearing areas, street rights-of-way and utility easements may be "ribboned off," by placing post stakes at least 50 ft. apart and tying ribbon or rope from stake to stake along the perimeter. Storage or movement of equipment, material, debris or fill in the tree protection zone is prohibited.

3.5.6.5.2. Storage near trees

During construction, equipment cleaning or storage or disposal or waste material such as paints, oils, solvents, asphalt, concrete, motor oil or other material harmful to trees cannot be placed in the drip line of protected trees or group of trees.

3.5.6.5.3. Attachment to trees

Damaging attachments, wires, signs or permits cannot be fastened to protected trees.

3.5.6.5.4. Trenching

Trenches or footings must be outside the inner one-half of the dripline, to the greatest extent practical. Under the drip line of protected trees, no cut or fill may exceed 4 in. unless a qualified arborist or forester evaluates and approves the disturbance. When trenching for utilities, tunneling under roots greater than 8 in. diameter is required to prevent root damage. The developer is responsible for coordination with utility companies when trenching near protected trees, to the extent practical.

3.5.6.5.5. Root preservation

During grading, roots at least 1 in. in must be cut off cleanly with a handsaw about 12 in. behind the line of excavation. Exposed roots must be protected with moist backfill soil.

3.5.6.5.6. Grades

Raising the grade more than 6 in. around tree trunks is prohibited. This can cause trunk rotting, and serious damage or death to the tree. Finished grades must slope away from trunks to avoid water concentrated at tree bases.

3.5.7. Required site furniture

A parcel with a non-single family residential and a non-industrial use must have the following furniture installed, provided the condition(s) described in this Section exist on the site. Furniture must be functional. All amenities located on a site shall be owned, operated and maintained by the private property owner.

- Internal walkways: (choose 1 of the following) 1 bench, 1 trash can, 1 bike rack, or 1 masonry planter per 150 ft. linear walkway.
- Plazas: 1 bench per 50 sq. ft. and 1 trash can per 100 sq. ft. plaza area.
- Colonnades, loggias: 1 bench and 1 trash can per 50 ft.
- Bus stops: 2 benches and 1 trash can per stop (applicable to city adopted transit streets only).

3.6. Common Open Space

3.6.1. Required common open space

The PUD shall provide for a collection of privately owned, common open space lots set within a street system with access to the Brushy Creek park land. Common open space will be designed to (i) serve the recreational needs of the residents (ii) provide places and opportunities for interaction within the community and (iii) provide opportunities for interaction with the natural environment.

A minimum of 5 acres of land located within the Carmel Creek 100-year floodplain shall be established and maintained as common open space. An additional 15 acres of common open space shall be established within the PUD at locations within or adjacent to residential areas.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA) or other responsible entity approved by the Director. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

Each lot designated as common open space shall include at least six thousand (6,000) square feet. The area of the common open space lot shall be measured and calculated to the property line of the affected lot.

Parking for common open space uses within the PUD may be provided with adjacent on-street parking. Off-street parking may also be provided within a common open space lot, at the option of the Developer. On-street parking will be credited toward the required parking spaces of the affected lot.

Except for undisturbed and reestablished native landscape areas, common open space shall be maintained by one of the following watering methods: an underground irrigation system; a drip irrigation system; or a hose attachment within two hundred (200) feet of all landscaping. Watering may be suspended in times of drought.

Common open space may include detention ponds that are primarily earthen, planted with plants, and functionally serve as an aesthetic and/or recreational amenity for residents. Such elements may include trails on the pond lot, water aeration fountains, shade trees and other plantings and seating. Such detention or wet ponds do not require screening.

3.6.2. Access

Common open space must be reasonably accessible to all residents of the PUD. Convenient pedestrian and vehicular access to open space must be provided. Green links and trails must be provided to common open space not readily accessible to a public street.

3.6.3. Common open space design

Common open space must be configured as a meaningful and functional space. Common open space land must be compact and contiguous to the maximum extent practicable, unless the land is used as a greenway or other linear park. Small, narrow, or unassigned strips behind or between buildings is unacceptable. Designated common open space may be in a natural, undisturbed state, landscaped for more formal, open play areas, or developed for active and/or passive recreation.

Common open space lots shall include park improvements, such as trails, lighting, seating, landscape planting, irrigation and accessory buildings and shade structures that are appropriate for the intended use and site conditions of that site. Access for police, fire or ambulance emergency providers shall be provided to private and common open spaces.

3.6.4. Areas not considered as common open space

The following do not meet the requirement for common open space:

- Private lots or yards not available for common use
- Public right-of-way or private streets and drives.
- Land covered by structures except ancillary structures associated with use of open space such as gazebos, picnic shelters or meeting rooms
- Detention/retention facilities, including drainage swales, unless designed for use as accessible and useable year-round community amenities by the residents of the development (e.g., picnic areas, passive recreation areas, playgrounds, ponds for fishing and/or boating, walking trails, etc.).

Good Open Space Examples	Open Space Examples to Avoid
--------------------------	------------------------------

 Functional common open space, including shade trees, jogging trail, sports court, and irrigated grass turf fronting on a public street	 Avoid - expansive, unmaintained area with scattered play structures, lack of shade, trees and walking paths and perimeter fence separating residents from open space
 Wide concrete trail graded for bike and pedestrian use within linear open space area accessible from street, undisturbed wooded and natural area and perimeter stone wall	 Avoid - left over strip of land between street ROW and perimeter fence, lack of tree cover and perimeter fence separating residents from open space
 Concrete trail, native tall trees, natural wooded area, play area, seating, planted trees, and neighborhood pool and pool house	 Avoid - expansive area with limited improvements, lack of shade trees, poorly located bike parking

3.7. Fences and Walls

3.7.1. General standards

3.7.1.1. Placement

3.7.1.1.1. Public right-of-way

Fences and walls cannot be placed in the public right-of-way.

3.7.1.1.2. Tree preservation

Fences must be placed where they will not threaten significant vegetation.

3.7.1.2. Materials

3.7.1.2.1. Finished side out

Fences with an unfinished or rough side and a finished or smooth side must be placed so the finished or smooth side faces out.

3.7.1.2.2. Prohibited materials

Materials not originally intended for use in constructing a fence are prohibited as fencing and screening materials. Examples of prohibited materials include plywood, particleboard, corrugated metal sheets (not incorporated into a frame), railroad ties, tires, door panels, and other makeshift materials.

3.7.1.2.3. Barbed wire and electric fences

Electrically charged, barbed wire and razor wire fences are prohibited. Exceptions are fences used to enclose livestock on farms, serve a public or quasi-public institution for public safety or security purposes, and temporarily securing construction vehicles and materials on a construction site.

3.7.1.2.4. Columns

Columns, pilasters, piers, finials and posts may be no more than 6 in. taller than the fence it joins.

3.7.1.3. Maintenance

3.7.1.3.1. General maintenance

Fences and adjacent landscaping must be maintained by their owners in good structural condition and repair. This includes general maintenance, painting and staining, and the replacement of broken, warped or missing portions with materials of equal or better quality that are consistent in design. Fences, walls and hedges must be vertically aligned and maintained upright; and in good structural or living condition. Angled or non-vertical fence support posts are prohibited.

3.7.1.3.2. Development perimeter walls

Individual property owners cannot alter development perimeter walls that are owned or controlled by a property owner's association without prior permission of the property owner's association.

3.7.1.4. Landscaping

Landscaping at a fence or wall may be required per landscape requirements in Section 3.5.

3.7.2. Permitted fences, walls, and hedges

The following fence, wall and hedge types are *permitted* and optional. Minor deviations to the fence standards set forth in this Section may be administratively approved by Development Services staff.

Permitted fence Area / purpose	Height	Fence transparency	Acceptable types/materials
Agricultural use	no more than 5 ft.	at least 50% along at least 50% of height, excluding columns; at least 75% along entire height in clear vision area	Wire (smooth, high-tensile, woven, mesh, hog wire, cable rail) Chain link Pipe Ornamental (metal, plastic) Picket (wood, plastic) Ranch (wood, plastic) Masonry (stone, brick, similar materials) Shrubby hedge
Residential front yard	no more than 3 ft. (36 in.)	At least 75% along entire height in clear vision area	Wood frame wire Ornamental (metal, plastic) Picket (wood, plastic) Ranch (wood, plastic) Masonry (stone, brick, similar materials) Shrubby hedge
Residential side and rear yard	no more than 6.0 ft. (72") except that 8.0 ft. permitted on rear and side fences: 1) to stair step in height to finish grade at the base of the fence or slope changes and 2) where adjacent to a commercial or other non-single family use.	at least 25%, excluding columns, when next to trail or park; otherwise, may be solid	Wood frame wire Chain link (plastic coated; no slats. Ornamental (metal, plastic) Picket (wood, plastic) Ranch (wood, plastic) Privacy (wood, plastic) Masonry (stone, brick, similar materials) Shrubby hedge
Tennis / basketball court	no more than 15 ft.	at least 50%	Ornamental (metal, plastic) Chain link (plastic coated only)
Cannot substitute for other fence types when forming a boundary fence.			
Perimeter security fencing (Industrial and recreational uses only)	no more than 8 ft., except that 12 ft. permitted for industrial uses	at least 75%, excluding columns in front yard; may be solid for industrial uses	Ornamental (metal) Masonry (stone, brick, split face CMU, similar materials)
	Outdoor storage area fencing requirements apply to equipment storage yards and similar areas visible from a street. Outdoor storage areas shall be fenced, to the extent practical and only to the extent that it is deemed functional and appropriate by Development Services staff. If the fencing described in this Section does not achieve the intended objective of this Section, this requirement shall be administratively waived by Development Services staff.		
Temporary perimeter security fencing (construction sites only)	no more than 8 ft., except that 12 ft. for industrial uses	Any	Wire (smooth, high-tensile, woven, mesh, hog wire, cable rail) Ornamental (metal, plastic) Picket, lattice (wood, plastic) Ranch (wood, plastic) Privacy (wood, plastic) Chain link
	The fence must be removed when construction ends.		

Permitted fence Area / purpose	Height	Fence transparency	Acceptable types/materials
Park, open space	no more than 4 ft. 5 ft. for dog park	at least 25%, excluding columns	Wood frame wire Ornamental (metal, plastic) Picket, lattice (wood, plastic) Ranch (wood, plastic) Masonry (stone, brick, decorative CMU, similar materials) Shrubby hedge Chain link (plastic coated, for dog parks and athletic fields only)
	Outdoor storage area fencing requirements apply to equipment storage yards and similar areas visible from a street.		
Parking area: non-residential and 3+ household residential development	no more than 3.5 ft. (42 in.)	at least 75% along entire height in clear vision area	Wood frame wire Ornamental (metal, plastic) Picket, lattice (wood, plastic) Ranch (wood, plastic) Bollard and chain Masonry (stone, brick, decorative CMU, similar materials) Shrubby hedge
Retention and detention pond or basin	no more than 6 ft.	at least 50%, excluding columns	Ornamental (metal)
Development perimeter walls along SH 130, FM 685 and UP Rail Road	6 ft. to 12 ft.	may be solid	Masonry (stone, brick, split face CMU, similar materials) or Shrubby hedge

3.7.3. Required fences, walls, and hedges

The following fence, wall and hedge types are required. Minor deviations to the fence standards set forth in this section may be administratively approved by Development Services staff.

Required fence Area / purpose	Height	Fence transparency	Acceptable types/materials
Swimming pool	4 ft. - 6 ft.	at least 50%	Wood frame wire Ornamental (metal, plastic) Picket, lattice (wood, plastic) Chain link (but not at a public pool)
	Openings or gaps in the fence must be no more than 4 in. If the perimeter fencing on the lot meets these standards, an added fence surrounding the swimming pool is not required. Construction of fence must comply with ICC Building Code requirements, as adopted.		
Outdoor storage area (for industrial uses, required fencing applies to screen prominent	6 ft. - 8 ft.; may be taller if it screens tall objects.	no more than 25%; must be solid when next to or visible from residential use	Privacy (plastic) Masonry (stone, brick, decorative CMU, similar materials)

Required fence Area / purpose	Height	Fence transparency	Acceptable types/materials
views from US 79 and SH 130 rights-of-ways)	Should include the same, similar or compatible materials, finishes and detailing as the host structure, except for industrial uses in Development Area D. Masonry (stone, brick, decorative CMU, similar materials) is required when the storage area is visible from a residential use. Outdoor storage areas shall be fenced, to the extent practical and only to the extent that it is deemed functional and appropriate by Development Services staff. If the fencing described in this Section does not achieve the intended objective of this Section, this requirement shall be administratively waived by Development Services staff.		
Vehicle inventory area next to residential districts	6 ft. - 8 ft.	Must be solid	Masonry (stone, brick, decorative CMU, similar materials)
	Should include the same materials, finishes and detailing as the host structure.		
Residential development RV storage area	8 ft. - 10 ft.	Must be solid; gate may have transparency	Masonry (stone, brick, decorative CMU, similar materials)
	Must include the same materials, finishes and architectural detailing as the development perimeter wall; otherwise, must conform to development perimeter wall design standards.		
Dumpster and utility area	7 ft. - 8 ft.	Must be solid	Masonry (stone, brick, decorative CMU, similar materials)
	Must include the same, similar or compatible materials, finishes and detailing as the host structure, except for industrial uses in Development Area D. Gates must be visually and structurally solid; must be metal. Dumpsters and compactors cannot be unscreened, unless they are used for a construction or demolition project on the site, or on an industrial site outside prominent views from US 79 and SH 130 in Development Area D.		
Loading area wing wall, not required for industrial uses, except for prominent views from US 79 and SH 130, per Section 3.1.6.2 Landscape buffer yard for requirements in Development Area D	Up to the building parapet; height determined in site plan review	Must be solid	Masonry (stone, brick, decorative CMU, similar or compatible materials)
	Must include the same, similar or compatible materials, finishes and detailing as the host structure, except for industrial uses in Development Area D.		
Utility substation or facility	6 ft. - 12 ft., or sufficient to conceal the substation or height required by the utility provider.	Must be solid	Masonry (stone, brick, decorative CMU, similar or compatible materials)
Development perimeter wall	6 ft. min. 8 ft. max. 4ft. max.(or 6 ft. ht. max with 10% fence transparency) when adjacent to open space, except for industrial uses in Development Area D	Any	Ornamental (metal) Masonry (stone, brick, decorative CMU, similar or compatible materials) Ornamental metal or combination metal and wood must be used in areas adjacent to common open space to promote views. Precast concrete walls (h-post and single panel) may only be used to replace existing stockade fence-based perimeter walls, except for industrial uses in Development Area D.

Required fence Area / purpose	Height	Fence transparency	Acceptable types/materials
	Required for residential subdivisions with more than one double frontage or corner lot, where the adjacent street at the rear or side of the lots is a minor arterial or major arterial street. Walls must include masonry columns at least 18 in. x 18 in. at no more than 50 ft. intervals, and turning and end points of the wall. A development perimeter wall is not required for industrial uses in Development Area D		

Fencing may also be required under buffer yard requirements in Section 2.3.5.

3.7.4. Gated communities

Gated communities are prohibited.

3.8. Outdoor Lighting

3.8.1. General Standards

3.8.1.1. Display levels and light pollution

Lighting must be designed to minimize light pollution and spillage on adjacent properties and adjacent rights-of-ways. Dark sky lighting that prevents or minimizes uplighting is encouraged to the greatest extent practical.

Illumination at the property line in Development Areas A-C and the boundary line of Development Area D must be no more than 5 lux for non-cut-off lights, and no more than 15 lux for cut-off lights. Streetlights are exempted.

Illumination spillover onto adjacent residential used properties must be no more than 5 lux. Streetlights are excepted

Streetlights in public right-of-way shall be solar-powered wherever possible.

3.8.1.2. Shielding

Outdoor lighting must be shielded. Shielding is achieved when light rays are not emitted above the horizontal plane of a fixture. The cone of illumination must be at least 30° downward from the horizontal plane to the greatest extent practical.

3.8.1.3. Illumination of background and foreground spaces

Background spaces such as parking lots must be illuminated as unobtrusively as possible to meet the functional needs of circulation, security and safety.

Foreground spaces, such as building entrances and plaza seating areas, must use proximate lighting that defines the space without glare to the extent practical.

3.8.1.4. Confusion with warning devices

Lighting devices that may be confused with warning, emergency or traffic signals are prohibited.

3.8.2. Permitted on-site light sources

The following light sources are permitted:

- Incandescent. Fluorescent. Warm white and natural lamps must be used to reduce detrimental effects.
- Metal halide. Light must be filtered with a glass, acrylic or translucent enclosure of the light source.
- High-pressure sodium. Must be color corrected.
- Light-emitting diode. Warm white and natural lamps must be used to reduce detrimental effects.
- Glass tubes filled with neon, argon, or krypton. Limited decorative lighting only.

Types of light sources must be compatible throughout a commercial center lot, to the extent practical.

Street light source shall be consistent throughout each development within the PUD, to the extent practical and as permitted by the utility provider.

3.8.3. Prohibited lighting

The following light sources are prohibited:

- Laser source light.
- Strobe light.
- Flashing, blinking, or variably intense light, intentional or resulting from a defect.
- Search lights
- Unshielded exposed bulbs

Exceptions are:

- Traditional holiday lighting not used to draw attention to a sign.
- Flashing or blinking lights required by law.
- Beacon or searchlight, including temporary display. Beacons are permitted on structures where the Federal Aviation Administration requires them.

3.8.4. Light poles

3.8.4.1. Height

Maximum light pole heights are as follows: Streetlight light pole height shall be coordinated with the utility provider.

Parking areas: 20 ft.

Pedestrian areas and drive aisles: 16 ft.

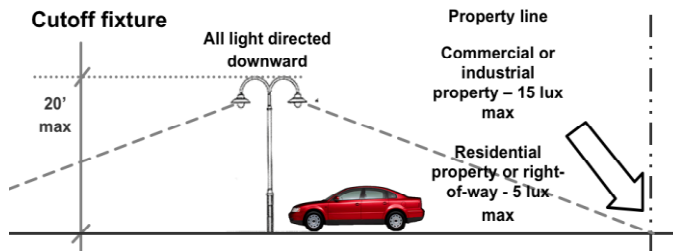
Sports fields and industrial uses in Development Area D: 50 ft.

Temporary lighting at construction sites: 50 ft.

Alley: 12 ft.

Street-local and collector: 16 ft.

Street-arterial: 24 ft.



3.8.4.2. Design

Light poles should have a base, middle and top. This requirement does not apply to industrial uses in Development Area D.

Light pole design must be consistent or compatible with the style and character of the building design on the site. This requirement does not apply to industrial uses in Development Area D.

Cobra head light poles are prohibited on pedestrian-oriented commercial streets, unless required by the utility provider. Cobra head street light poles may be used on arterial streets, and streets and private drives in vehicle-oriented commercial and industrial areas. Where used, cobra head street light poles must incorporate a supplemental non-cobra style light mounted at a 12 ft. - 14 ft. height to illuminate the sidewalk, to the extent practical and as permitted by the utility provider, except in industrial areas in Development Area D where this requirement is waived.

Bare metal poles are prohibited, except in industrial areas in Development Area D.

Elevated form bases greater than 4 in. above grade are prohibited, except in industrial areas in Development Area D.

Light poles must be placed in landscape areas wherever practical. Light poles must not obstruct sidewalks or bicycle paths.

The maximum lumen output for any light fixture serving industrial uses in Development Area D is 47,000 lumens, where their use is limited to meet functional needs of circulation, operations, security and safety.

3.8.5. Attached light features

3.8.5.1. Sconces

Sconces or gooseneck lighting fixtures may be used to illuminate areas near building walls. Sconces must direct light downward against the building wall and immediately adjacent areas.

Light fixture design must be compatible with the style and character of the host structure.



An example of contemporary gooseneck lighting.

3.8.5.2. Wall packs

Wall packs may only be used on industrial buildings to light security areas. They cannot be used to draw attention to the building or provide general building or site lighting, except for security or safety lighting on industrial sites. Wall packs must illuminate as unobtrusively as possible to meet the functional needs of circulation, security and safety

Wall packs must be fully shielded to direct the light downward.

Source output per wall pack must be no more than 1500 lumens, except for industrial uses for security, operations or safety purposes, where they are limited to 47,000 lumens.

Wall packs must be fully shielded or provided with sharp cut-off ability, to minimize uplight, spill-light and glare beyond the Development Area D boundary line.

3.8.5.3. Awnings

Awnings and canopy fascia cannot be internally illuminated.

3.8.6. Gas station canopies

3.8.6.1. Design

Lighting fixtures, including lenses, must be completely recessed into to the canopy ceiling if it is flat or no lower than 1 ft. above the lowest point of the canopy roof or fascia if it is sloped.

Source output per fixture must be no more than 3750 lumens.

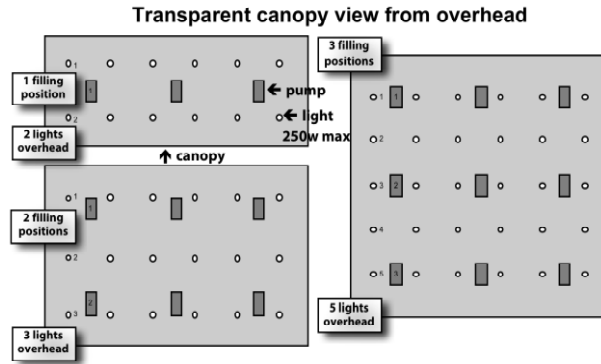
Canopy fascia cannot be illuminated, except logo signs permitted by sign requirements in Section 3.9.

3.8.6.2. Number

Canopies one pump deep may have up to two lighting fixtures per filling space.

Canopies two pumps deep may have up to three lighting fixtures per two filling spaces.

Canopies three pumps deep may have up to five lighting fixtures per three filling spaces.



3.8.7. Flood lights

Floodlights may be used only to light sports fields, outdoor recreation areas, construction sites and industrial uses only where necessary to illuminate as unobtrusively as possible to meet the functional needs of circulation, operations, security and safety. Source output per floodlights in Development Area D must be no more than 47,000 lumens.

Floodlights must be fully shielded or provided with sharp cut-off ability, to minimize uplight, spill-light and glare beyond the Development Area D boundary line.

3.8.8. Accent lighting

Bottom-mounted lights used to illuminate landscaping and water features, or provide visual accents, are permitted.

Pole mounted accent lighting greater than 1 ft. tall is prohibited.

Roof-mounted and rooftop accent lighting is prohibited except for industrial uses in Development Area D, where their use is limited to meet functional needs of circulation, operations, security and safety.

Banding of building plane changes (cornices, building corners, column edges, etc.) with neon or other illumination is prohibited.

3.8.9. Signs

Signs may be illuminated internally.

Ground mounted lights may illuminate a monument sign. Lighting should not spill over the edge of the sign wall face and must be shielded from oncoming traffic.

Exposed bulbs that outline a sign are prohibited.

Blinking, chasing, or other changes in illumination intensity, color, or direction, intentional or not, are prohibited. This includes electronic message centers.

Open faced neon channel letters are prohibited.

3.8.10. Alternative conformance

Development Services staff may administratively approve an alternative lighting plan. Alternative lighting plans must clearly identify and discuss modifications, proposed alternatives, and how the alternative plan will meet the intent of this section better than a plan conforming to this section. Development Services staff will consider whether the proposed alternative lighting design protects natural areas from light intrusion, enhances neighborhood continuity and connectivity, and shows innovative and creative design.

3.9. Signs

3.9.1. Permitted signs

3.9.1.1. Undeveloped parcels

The following signs are permitted on lots with agricultural uses, and vacant or undeveloped parcels:

Type		Number	Maximum sign face area	Maximum height	Minimum setback
Temporary: real estate	Freestanding (pole) or attached (wall)	1 per 1,000 ft. of street frontage	64 sq. ft. per sign	Freestanding: 10 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
Temporary: Wayfinding	Freestanding (pole, monument or attached (wall)	50 ft. min. separation	32 sq. ft. per sign	Freestanding: 6 ft.	n/a
Temporary: property for sale or rent	Freestanding (pole) or attached (wall)	1 per 1,000 ft. of street frontage	64 sq. ft. per sign	Freestanding: 10 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
Temporary displays	As permitted in Section 3.9				

3.9.1.2. Residential uses

The following signs are permitted on lots with residential uses:

Type		Number	Maximum sign face area	Maximum height	Minimum setback
Permanent: PUD identification	Freestanding (pole, monument or integrated into entry feature)	2 per entrance into the PUD and 1 along each PUD property frontage	128 sq. ft. per sign	12 ft.; 40 ft. ht if integrated into entry feature, sculpture, monument wall, fountain, etc.)	n/a
Permanent: development	Freestanding (pole, monument or attached (wall))	1 per each entrance into the development	32 sq. ft.	6 ft.	n/a
Permanent: Wayfinding	Freestanding (pole, monument or attached (wall))	50 ft. min. separation	32 sq. ft.	6 ft.	n/a
Temporary: property with construction	Freestanding (pole) or attached (wall)	1 per street frontage	4 sq. ft. per sign	Freestanding: 6 ft. Attached – below roofline	Freestanding: 5 ft. from property lines
Temporary: property for sale or rent	Freestanding (pole) or attached (wall)	1 per street frontage	4 sq. ft. per sign	Freestanding: 6 ft. attached: below roofline	Freestanding: 5 ft. from property lines
Temporary: property with model home	Freestanding (pole)	1 per house	16 sq. ft. per sign	4 ft.	5 ft. from property lines
Temporary: new residential development	Freestanding (pole) or attached (wall)	1 per each entrance into the development	32 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
	Freestanding (pole)	1 per 50 linear feet of frontage; up to 6 for the development	12 sq. ft. per sign	4 ft.	5 ft. from property lines
Temporary: Wayfinding	Freestanding (pole, monument or attached (wall))	50 ft. min. separation	32 sq. ft. per sign	6 ft.	n/a
Temporary displays	Only for multiple unit household dwelling developments, subject to Section 3.9				

3.9.1.3. Institutional and civic uses

The following signs are permitted on lots with institutional and civic uses.

Type		Number	Maximum sign face area	Maximum height	Minimum setback
Permanent	Freestanding (pole, monument)	1	32 sq. ft.	6 ft.	5 ft. from property lines
	Attached (awning, canopy, projecting, wall, window)	2 per wall	Building total = 0.5 sq. ft. per façade frontage ft.	Below roofline	n/a
Temporary: property with construction	Attached (wall) or freestanding (pole)	1 per street frontage	12 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline.	Freestanding: 5 ft. from property lines
Temporary: property for sale or rent	Attached (wall) or freestanding (pole)	1 per street frontage	12 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline.	Freestanding: 5 ft. from property lines
Temporary: Wayfinding	Freestanding (pole, monument or attached (wall))	50 ft. min. separation	32 sq. ft. per sign	Freestanding: 6 ft.	n/a
Temporary displays	Subject to Section 3.9				

3.9.1.4. Commercial, retail and industrial uses.

The following signs are permitted on lots with commercial, retail and industrial uses:

Type		Number	Maximum sign face area	Maximum height	Minimum setback
Permanent: PUD identification	Freestanding (monument, pole or integrated into project entry feature)	2 per entrance into the PUD and 1 along each PUD property frontage	128 sq. ft. per sign	12 ft.; 40 ft. if integrated into entry feature (wall, architectural or sculptural feature, fountain, etc.)	n/a
Permanent	Freestanding (monument): single use/building sites and outparcels	1, or 2 (1 per street frontage) if on corner lot	64 sq. ft. per sign	8 ft.	n/a 100 ft. from other freestanding signs on the site.
	Freestanding (monument): multi-tenant building/commercial or industrial center <100,000 sq. ft. GFA	1 per street frontage and 1 per 500 ft. of property frontage	96 sq. ft. per sign	12 ft.	n/a 100 ft. from other freestanding signs on the site.
	Freestanding (monument): multi-tenant building/retail commercial or industrial center ≥100,000 sq. ft. GFA	1 per street frontage and 1 per 1000 ft. of linear frontage	128 sq. ft. per sign	18 ft.	n/a 100 ft. from other freestanding signs on the site.
	Attached (awning, canopy, projecting, wall and window): single use/building sites	Any, up to maximum permitted area for the wall	Front/façade: 1.0 sq. ft. per linear wall frontage ft. Side and rear walls: 0.50 sq. ft. per linear wall frontage ft. 32 sq. ft. minimum signage allocation	Below roofline	n/a
	Attached (awning, canopy, projecting, wall and window): multi-tenant building/shopping center sites	Any, up to maximum permitted area for the tenant frontage of the wall where the signage will be placed	Same permitted area as single use/building sites, allocated by tenant frontage for an individual façade or wall. May be further restricted by master sign plan	Below roofline	n/a
	Attached (gas station canopy; in addition to freestanding signs)	1 on each side	no more than 32 sq. ft. per sign, (including logo)	n/a	n/a

Type		Number	Maximum sign face area	Maximum height	Minimum setback
	Attached (sculptural)	1 per building or tenant space	no more than 64 sq. ft. (height at tallest point x width at widest point)	at least 50% of sculpture height below roofline or parapet wall	n/a
Permanent: Wayfinding	Freestanding (pole, monument or attached (wall))	50 ft. min. separation	32 sq. ft.	6 ft.	n/a
Temporary: property with construction	Freestanding	2 per vehicle entrance	32 sq. ft. per sign	6 ft.	5 ft. from property lines
Temporary: Wayfinding	Freestanding (pole) or attached (wall)	50 ft. min. separation	48 sq. ft. per sign	Freestanding: 6 ft.	n/a
Temporary: property for sale or rent	Attached (wall) or freestanding (pole)	1 per street frontage	1 sq. ft. per 1,000 sq. ft per sign, 32 sq. ft. per sign minimum allocation, not to exceed 128 sq. ft. per sign.	Freestanding: 8 ft. Attached: below roofline.	Freestanding: 5 ft. from property lines
Temporary displays	Subject to provisions of Section 3.9				

3.9.1.5. Open space and recreational uses.

The following signs are permitted on common open space lots and lots with recreational uses.

Type		Number	Maximum sign face area	Maximum height	Minimum setback
Permanent	Attached (wall) or freestanding (monument, pole), within open space lot and recreational uses	1 per street frontage	32 sq. ft.	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
Permanent: District-oriented	Freestanding (pole) or attached (wall)	Unlimited; 50 ft. min. separation	32 sq. ft.	6ft.	n/a
Temporary: Wayfinding	Freestanding (pole) or attached (wall)	50 ft. min. separation	32 sq. ft.	6ft.	n/a
Temporary: property with construction	Freestanding (pole) or attached (wall)	1 per street frontage	32 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
Temporary displays	Allowed only for open space or recreational uses Subject to Section 3.9				

3.9.2. Exempted signs, not requiring a sign permit

These signs are permitted in all development areas, unless noted. A sign permit is not required for exempt signs provided the sign complies with the standards set forth in this Section 3.9:

Wayfinding signs

A-frame signs, up to 12 SF in area

Address numbers and family name identification on residences.

City-owned/operated signs. On and Off-site directional kiosk signs authorized by the City of Hutto.

Directional sign: one freestanding sign per curb cut in commercial, retail and industrial uses. Signs may be no more than 6 ft. tall and no more than 18 sq. ft. in area.

For sale, for rent and for lease signs on vehicles, boats, trailers and other personal property.

Garage sale signs: up to three signs, each no more than 4 sq. ft., may be displayed only while the garage sale is in progress. Garage sale signs must be placed outside of the right-of-way and public property. Garage sale signs may be placed within City of Hutto right-of-way (not County or State right-of-way) if written permission from an adjacent property owner is attached to said sign. Said garage sale sign must be removed before 5:00 PM on the last day

of the sale. This amendment supersedes Chapter 8, Article 8.05 of the City of Hutto Code of Ordinances.

Hippopotamus statues no more than 3 ft. tall painted with the name, logo and/or trademark colors of the business or sponsor displaying them.



Native hippopotamus statue

Historical markers, plaques, grave markers, cornerstones and commemorative tablets.

Works of fine art that in no way identify or advertise a product or business.

National, state, local and decorative non-commercial flags, each no more than 50 sq. ft. in area, flown for their intended purpose under generally accepted flag protocol, on a flagpole or building mounted staff no taller than the maximum permitted building height in the underlying zoning district, and not acting as a form of advertising.

Open house signs: up to three signs may be used, displayed outside the public right-of-way and public property. Open house signs may be placed within City of Hutto right-of-way (not County or State right-of-way) if written permission from an adjacent property owner is attached to said sign. Said open house sign shall be displayed only while the open house is in progress or for 16 hours in a one-week period, whichever is shorter. The sign must be removed immediately after the open house. Signs may be no more than 4 sq. ft. in area, and no more than 4 ft. tall.

Public Information Signs, provided such signs are removed no more than 3 days after event.

Public utility warning and underground utility identification signs.

Religious symbols (cross, Star of David, star and crescent, etc.). Signs where the shape of a religious symbol is an integral part of the sign design are not exempted.

Signs manufactured as a standard, integral part of a mass-produced product accessory to a commercial, public or semi-public use, including telephone booths, mail and newspaper boxes, vending machines, automated teller machines, gas pumps and vacuums.

Signs, notices, placards, certificates and official papers authorized or required by statute, government agency or court.

Signs for rest rooms, accepted credit cards, business organization membership (Chamber of Commerce, Better Business Bureau, etc.), meetings of civic groups, and business hours, displayed at a business.

Signs identifying zones in parking lots, no more than 6 sq. ft. in area.

Signs on concessions and rides at special events such as fairs and festivals.

Signs painted on vehicles and trailers that are operating and registered, used in everyday business activities, parked in areas appropriate for their use as vehicles normally used during business hours, and not being used only for attracting business.

Temporary decorations and displays that are clearly associated with a national, local, or religious holiday or celebration, provided there are no fire, traffic, or pedestrian hazards.

3.9.3. Prohibited signs

The following signs are prohibited in all areas of the PUD, unless noted.

Off-premise signs, except for directional kiosk signs.

Signs with changing light, color or motion effects, intentional or resulting from a defect. This prohibition includes, but is not limited to:

- Blinking, flashing, chasing, strobe and alternating color lights, integrated into a sign or not.
- Electronic message centers.
- Signs incorporating “eye catchers” and similar shiny devices designed to reflect light and create a glimmering or flashing effect.
- Signs with animated or rotating parts.
- Signs emitting flame, smoke, steam or other visual matter.

This prohibition does not apply to:

- Electronic changeable copy/message board/variable message signs whose message portion is enclosed with glass, plastic, or other durable material and who provide an auto-dimming feature based on natural ambient light conditions. Auto-dimming feature must not allow any changeable copy/message board to exceed a brightness of 7,000 NITs in daylight or 500 NITs for night use. Such signs also cannot be animated; messages must remain static for at least sixty seconds, and display no more than four colors any one time in a static pattern.
- Signs with flashing or chasing lights on concessions and rides at special events such as fairs and festivals.
- Holiday decorations and light strings displayed during November, December and January. Light strings cannot outline or highlight a sign.
- Rotating barber poles at a legitimate barber or beauty shop.
- Rudimentary time and temperature displays that are not potentially distracting to drivers.

- Warning signs and markers placed by, or authorized by and on behalf of government agencies.

Temporary signs placed in or over the public right-of-way or public property require a sign permit. Permanent signs are not permitted in the right-of-way. The city may remove signs installed without a sign permit that are located in the public right-of-way or on public property. Temporary signs placed in or over the public right-of-way or public property are permitted with an approved R.O.W. permit and City license agreement.

This prohibition does not apply to:

- Signs placed by government authorities.
- Banners placed on a light pole, utility pole, or over a street, as part of a special event of general civic interest.
- Kiosk signs.
- Wayfinding signs.
- Temporary garage sale and open house signs in compliance with Section 3.22.4 and this PUD.
- Signs placed on vehicles and trailers that are parked and used primarily as a sign.
- Signs and posters placed on trees, fences, light poles and utility poles, except parking lot zone signs on light poles.
- Banners, pennants, balloons, streamers, and other temporary signs, except on a temporary basis as permitted in Section 3.22.4.

Attached signs placed on a roof or above a parapet wall of a building. This prohibition does not apply to sculptural signs.

Attached domed, bullnose and bubble-style awning signs.

Freestanding signs placed where they might obscure a clear view of traffic on intersecting streets, and traffic warning and control signals and signs.

Signs that closely resemble or imitate official signs and traffic control devices.

Signs blocking doors, windows, vents, stairs and ramps.

Signs built and displayed without a sign permit, if a sign permit is required.

Signs built from materials usually used for temporary signs (cloth, thin plastic, corrugated plastic, etc.) displayed as permanent signs, except for no more than 30 days or less in place of a damaged, removed or permitted but unbuilt sign

Portable signs, including signs originally built as portable signs permanently mounted on a building or the ground.

Snipe, spam, and bandit signs.

Large objects such as motor vehicles, boats, aircraft, engine blocks, home appliances, heavy equipment, industrial machinery, and similar objects used as or included in signs.

Signs not expressly permitted in this section or elsewhere in this PUD.

3.9.4. Temporary signs and displays

3.9.4.1. Temporary displays

Temporary displays may include these items:

- Banners, no more than 32 sq. ft.
- Banners placed over the street to identify special events of general civic interest. The banners cannot be used for commercial advertising. Sponsor identification may be displayed on no more than 25% of the banner face area.
- Pennants, streamers, and small (no more than 12 in. diameter) balloons.
- Balloons and other inflatable objects no more than 12 ft. in height. Balloons and inflatable objects cannot be placed on top of a building. Inflatable objects cannot have flailing or animated elements.
- New development marketing flags.
- A business may have up to six temporary displays in a calendar year, with a time of no more than 30 days for each display.

3.9.4.2. Construction sign display time

Temporary signs on property under construction must be removed in 7 days after construction is complete.

3.9.4.3. Real estate sign display time

Temporary signs on property for sale or rent must be removed in 7 days after the lease or sale of the identified property.

3.9.4.4. Temporary development sign display time

Temporary signs within the PUD may be displayed as long as the sign is maintained in good repair and has a valid sign permit for up to 2 years, at which time a new permit application must be submitted.

Temporary development signs at rental communities may be displayed as long as the sign is maintained in good repair and has a valid sign permit for up to 2 years, at which time a new permit application must be submitted.

3.9.5. Substitution of non-commercial message

Noncommercial copy may be substituted for commercial copy on any permitted sign. If noncommercial copy is substituted, the resulting sign will continue to be treated as the original commercial sign under this code and will not be treated as an outdoor advertising display. Content of noncommercial copy on a sign otherwise permitted by this code may be changed without complying with provisions required for sign copy or design approval.

3.9.6. Sign design

3.9.6.1. Color

Colors for permanent on-site sign frames and supports must match, compliment or be compatible with the primary finish and colors of buildings on the site.

3.9.6.2. Illumination

Illumination must be shielded so there is no glare in the public right-of-way and adjacent properties, and directed so it does not point towards the sky.

Illumination must be steady and even over the entire sign face, to the greatest extent practical. The full number of lighting elements must be kept in working condition.

3.9.6.3. Materials

Internally lit channel letters and halo lit letters are preferred for attached signs. Domed, bullnose and bubble-style awning signs, and internally illuminated box signs, are prohibited as attached signs.

The sign base of permanent freestanding signs must match, compliment or be compatible with the dominant surface material of the main building on the site.

3.9.6.4. Attached sign placement

Attached signs cannot overlap features such as cornices, eaves, window and door frames, columns and other decorative elements, except with administrative approval of Development Services staff.

Signs must be placed at least 3 ft. from the vertical edge of a wall and other attached signs.

3.9.6.5. Attached sign height

Attached signs must be placed entirely below the lowest point of a building's parapet wall, except signs on water towers and smokestacks.

The lowest point of a projecting or awning sign must be at least 8 ft. above the sidewalk.

3.9.6.6. Window sign area

Window signs may cover no more than 25% of a window area.

Window signs are not considered in measuring the overall sign face area on a wall.

3.9.6.7. Free-standing sign placement

Freestanding signs cannot be placed where they obscure important architectural features such as entrances, display windows or decorative elements when seen from the public right-of-way.

Freestanding signs cannot be placed in or project over the public right-of-way, or create a visual obstruction in a vertical space between 3 ft. and 10 ft. above the curb in the clear vision area of a public street.

3.9.6.8. On-site free-standing sign landscaping

Landscaping must form a cluster or massing at the base of freestanding signs, in an area at least 25% of the sign height around the footprint, except with administrative approval of Development Services staff.

3.9.6.9. A-frame signs

A-frame signs must be secured in place, to the extent practical.

3.9.6.10. Sign master plans

A Sign Master Plan is not required for the PUD, provided signs comply with provisions of this Section 3.9. If a lot contains multiple businesses and uses, the applicant may submit a Sign Master Plan. The plan shall be submitted with a site development plan permit for a parcel or site. Sign type, color, scheme, size and illumination of the signs being submitted for approval must be coordinated and compatible with the architectural character on the site.

3.9.7. Sign permits

3.9.7.1. Sign permit required

Sign permits are required for the following sign types:

- New permanent signs, excluding window signs.
- New development signs.
- New real estate, construction and temporary development signs at least 12 sq. ft.
- Temporary displays.
- Expansion to the face area or height, or change in the dimensions of an existing sign
- Change in the location of an existing sign.
- Change in the logo, name or message displayed on an existing sign, except altering the copy on changeable copy faces.

3.9.7.2. Sign permit and specific use permit approval required

Specific use permit review and approval, and a sign permit, is required for a sculptural sign.

3.9.7.3. Sign permit not required

Sign permits are not required for the following sign types:

- Wayfinding signs
- Exempted signs
- Window signs

3.9.7.4. Revocation

Sign permits will be revoked if there is any violation of this code or misrepresentation of any information in the permit application.

3.9.7.5. Pending violations

Sign permits will not be issued for businesses or locations where existing signs violate this PUD, except to replace an illegal sign with a legal sign.

3.9.7.6. Expiration

Sign permits expire six months after permit issuance, if the signs are not built.

3.9.8. Sign maintenance

3.9.8.1. Building code conformance

Signs must be built and maintained in conformance to structural, electrical and safety standards of the most current International Building Code, as adopted by the City.

3.9.8.2. Condition

Signs must be kept clean and in good repair, visually and structurally. Braces, bolts, clips, fastenings and supporting frames must be securely affixed to the support structure or wall. Signs must be kept free of rust, rot, insect infestations, bird nests and other deterioration.

3.9.8.3. Blank signs

Sign faces that are unreadable, not maintained, or removed, leaving only the shell or support structure, must be replaced in 30 days or the sign must be removed. This is not an exception to the prohibition of nonconforming sign replacement.

3.9.8.4. Unsafe signs

Signs that are unsecured, unsafe or in danger of falling; or damaged, destroyed, taken down or removed for any purpose other than copy change, must be removed or repaired to conform to this PUD.

3.9.8.5. Removal

When sign removal is required, the entire sign, supporting structure and any exposed foundation must be removed.

Signs painted directly on an exposed masonry wall must be removed by a process that strips the entire sign from the wall, not by painting over the sign. Signs declared historic by the Historic Preservation Commission are exempt.

3.9.9. Non-conforming and abandoned signs

3.9.9.1. Non-conforming signs

Provisions for nonconforming and abandoned signs are in **Section 10.206 of the UDC**.

3.9.9.2. Abandoned signs

Signs are considered abandoned if they:

Advertise or identify an object, person, institution, business, product, service, event or location that no longer exists or is no longer relevant; or

Abandoned signs must be removed by the sign owner, property owner or the city at the owner's expense. Abandoned signs cannot be reused. Signs declared historic by the Historic Preservation Commission are exempt.

3.9.10 On-premise signs

All permanent and temporary signs located within the PUD shall be considered on-premise signs.

4. SUBDIVISION STANDARDS

4.1. Lot Division and Adjustment Processes

4.1.1. Amended plat

4.1.1.1. Applicability

The amended plat process may be used for the following in the PUD:

- Adjust or relocate the boundary or lot lines between one or more adjacent lots on an approved plat, where the number of lots will not increase.
- Join two or more adjacent lots on an approved plat, where the entire plat will not be vacated.
- Correct an error or omission on an approved plat.
- Show monuments set after death, disability, or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.
- Show the proper location or character of monuments that have been changed in location, character, or shown incorrectly on an approved plat.

4.1.1.2. Criteria and process

The amended plat process and review criteria are described in **Section 10.203.2 of the UDC**. Submittal material requirements and internal review procedure is determined by Development Services staff, and will be consistently applied for all similar projects.

4.1.2. Major subdivision

4.1.2.1. Applicability

A major subdivision permits the division of a parcel into two or more lots and/or tracts. The major subdivision process may be used to subdivide legal lots, if the subdivision is not eligible for the short form subdivision process.

4.1.2.2. Criteria and process

The major subdivision process and review criteria are described in **Section 10.203.7 of the UDC**. Submittal material requirements and internal review procedure is determined by Development Services staff, and will be consistently applied for all similar projects.

4.1.2.3 Private drive as an acceptable alternative street type in Development Area D

A private drive that is open to public use is approved as an acceptable alternative street type instead of a public street dedicated to the City of Hutto in Development Area D. A private drive that meets design criteria acceptable to Development Services shall satisfy all City of Hutto subdivision requirements for a public street with regard to approval of a major subdivision.

4.1.2.4 Legal lots fronting on a private drive in Development Area D

Lots fronting on an approved private drive in Development Area D that meet the lot standards set forth in Section 3.1.2 shall satisfy the City of Hutto subdivision requirements for a legal lot.

4.1.3. Short form subdivision (short form final plat, minor subdivision)

4.1.3.1. Applicability

A short form subdivision provides for the timely review of proposed land division that does not discernibly impact surrounding properties, environmental resources, city character or public facilities. The short form subdivision process may be used for the following land divisions:

- Division of existing legal uses with separate utilities, except nonconforming billboards. This process cannot be used to divide accessory uses from principal uses or create an opportunity for more principal uses.
- Division of an unplatted lot into four lots or less, with no new streets, with the condition that further subdivision must be approved through the major subdivision process.
- Divisions of land for public utilities, open space, schools or other public uses.

4.1.3.2. Criteria and process

The short form subdivision process and review criteria are described in **Section 10.203.14 of the UDC**. Submittal material requirements and internal review procedure is determined by Development Services staff, and will be consistently applied for all similar projects.

4.1.4. Plat vacation

4.1.4.1. Applicability

Plat vacation provides for the vacation of an entire subdivision plat if development will not occur consistent with the approved plat.

4.1.4.2. Criteria and process

The plat vacation process and review criteria are described in **Section 10.203.11 of the UDC**. Submittal material requirements and internal review procedure is determined by Development Services staff, and will be consistently applied for all similar projects.

4.1.5. Right-of-way vacation

4.1.5.1. Applicability

Right-of-way vacation permits the vacation of rights-of-way and easements that are no longer needed. Subject to review criteria, City Council may grant a right-of-way or easement vacation for any right-of-way or easement of record where the city has jurisdiction. Right-of-way vacation results in a new lot configuration, and also requires an amended plat.

4.1.5.2. Criteria and process

The right-of-way vacation process and review criteria are described in **Section 10.203.13**. Submittal material requirements and internal review procedure is determined by Development Services staff, and will be consistently applied for all similar projects.

4.2. Plat Types

4.2.1. Preliminary plat

4.2.1.1. Purpose

A preliminary plat provides detailed graphic information and associated text showing property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land. The preliminary plat includes the location of required by this article and other applicable city ordinances, codes and policies. Preliminary plats cannot be recorded or used as a plat of record.

4.2.1.2 Acceptance of private drive and legal lot for a preliminary plat in Development Area D

A private drive that is open to public use may substitute for a public street in Development Area D. A private drive that meets design criteria acceptable to Development Services shall satisfy all requirements for a public street with regard to approval of a Preliminary plat. Lots fronting on an approved private drive design that meet the lot standards of Section 3.1.2 shall satisfy the requirements for a legal lot in Development Area D.

4.2.1.2. Criteria and process

Information required for preliminary plat submittal is described in the **City of Hutto Development Administrative Guide Manual**.

4.2.2. Final plat

4.2.2.1. Purpose

A final plat provides detailed graphic information and associated text showing property boundaries, easements, streets, utilities, drainage, and other information required for the maintenance of public records of the subdivision of land. Final plats are recorded and used as a plat of record, subject to the regulations in this chapter.

4.2.2.2. Criteria and process

Information required for final plat submittal is described in the **City of Hutto Development Administrative Guide Manual**.

4.2.2.3 Acceptance of private drive and legal lot for a final plat in Development Area D

A private drive that is open to public use may substitute for a public street in Development Area D. A private drive that meets design criteria acceptable to Development Services shall satisfy all requirements for a public street with regard to approval of a final plat. Lots fronting on an approved private drive design that meet the lot standards of Section 3.1.2 shall satisfy the requirements for a legal lot in Development Area D.

4.3. General Provisions

4.3.1. Required improvements

4.3.1.1. Required features

The developer or applicant must make all of the following improvements:

- Dedicate right-of-way necessary to achieve the width required by applicable transportation-related plans for streets, or private drives in Development Area D, adjoining the property.
- Reserve, but not dedicate, right-of-way for controlled access highways.
- Pave and install curbs and gutters along streets, or private drives in Development Area D, adjoining the property. An 18-inch ribbon curb may be permitted instead of curb and gutter on private drives in Development Area D, if approved by Development Services.
- Install sidewalks and pedestrian pathways.
- Install street/private drive signs.
- Install street/private drive lighting.
- Install development perimeter walls, if walls are required.
- For residential development, provide open space and recreational facilities.
- Install all utilities underground, excluding transmission lines.
- Provide landscaping, drainage, fire protection required for the project.

4.3.1.2. Developer responsibilities

All improvements which the developer is required to make shall be made at the developer's expense without reimbursement by the City, except as provided otherwise in this PUD or related development agreement. The City may contract with a developer to construct public improvements relating to the development in accordance with **Chapter 212, Subchapter C of the Texas Local Government Code**, as amended.

4.3.2. Timing and inspection of improvements

Unless otherwise stated, a subdivider developer cannot begin construction activities in the PUD, including clearing and/or rough grading, before first obtaining all city approvals required by this chapter.

4.3.3. Phasing plan requirements

Projects to be developed in multiple phases must meet all the following requirements unless otherwise approved by the Development Services staff.

If requested in the original application, a major subdivision may be considered for approval for phased development.

Phasing plans must be included in the first submittal and are reviewed by Development Services staff and/or other city staff and evaluated as part of the overall development plan.

Each phase of a development needs to be "stand alone" for utilities, fire protection, streets and stormwater management. Phase lines must follow reasonable and logical boundaries, such as terminating at intersections or following topographical breaks.

Phases must be constructed in the approved manner to ensure orderly and planned development.

Phases must be planned to ensure the efficient construction of adjacent future phases (phases immediately next to the subject phase, sharing a common boundary line), and to ensure that phased development is contiguous.

Lot numbers shall not be duplicated in different phases of the same subdivision.

Each proposed phase must, at a minimum, include the transportation, utility, and other public/private infrastructure shown on the proposed phasing plans, so each phase is independent of later phases.

Right-of-way and/or easements for public infrastructure servicing the respective phase must be recorded with the first plat.

Water and sewer extension permit applications for each individual phase of the project are required after plan approval.

4.3.4. Construction plans submission

4.3.4.1. Submittal

Subdivision improvement construction plans shall be submitted for review and approval by the City Engineer for all development for which public improvements are required.

4.3.4.2. Developer must retain engineer

The developer must retain the services of an engineer registered in the state of Texas, whose seal shall be placed on the subdivision improvement construction plans in accordance with the Texas Engineering Practice Act. The engineer shall be responsible for the services described in City Standards. The services performed by the engineer shall be as designated in the latest edition of the "Manual of Professional Practice – General Engineering Services," published by the Texas Society of Professional Engineers, and shall include both design and inspection as defined in this code.

4.3.4.3. Submittal content

Except as provided in this code, after preliminary plat approval, subdivision improvement construction plans may be submitted to the City Engineer for approval. The subdivision improvement construction plans submittal shall include all of the information specified in the Development Administrative Guide.

4.3.4.4. State review

All subdivision improvement construction plans must comply with the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation (TDLR) and the Americans with Disabilities Act of 1990, as amended. The developer shall submit applicable portions of the subdivision improvement construction plans to TDLR for review. Upon the completion of construction, the developer shall request inspection of all pedestrian facilities by the TDLR and pay all necessary fees. The City will not accept the public improvements until the developer provides evidence that the plans have been reviewed and approved by TDLR and that payment of the required inspection fees has been made.

4.3.4.5. Expiration of approval subdivision improvement construction plan

The subdivision improvement construction plans will expire 2 years from the date of approval by the City Engineer if construction has not commenced. Even after construction has commenced, the approved subdivision improvement construction plans will expire 3 years from the date of approval. If approved subdivision improvement construction plans expire, the plans shall be resubmitted for review and approval to ensure compliance with the current design and construction standards.

4.3.4.6. Pre-construction conference

After the approval of the subdivision improvement construction plans, a pre-construction conference shall be required to commence construction of the public improvements. Said conference shall be held with the City Engineer and include the following persons: developer, developer's contractor, developer's engineer, and other parties as determined by the City Engineer.

4.3.5. Construction of public improvements

4.3.5.1. Requirement

All public improvements required by these regulations shall be installed and constructed by the developer, or his successors in title, within 3 years from the approval of the subdivision improvement construction plans. All improvements shall conform to the provisions of this PUD and approved plans.

4.3.5.2. Failure to complete improvements

Where public improvements are not completely installed and constructed within 3 years, the City may do the following:

- Where an additional fiscal surety was required, obtain the funds to complete the public improvements using a third party selected by the City; and/or
- Exercise any other rights available under the law.

4.3.5.3. Sidewalk construction

- Sidewalks for single-family and two-family lots

Except as provided in this PUD, a developer shall install sidewalks on the rear of double frontage lots, on the side of a corner lot, and where shown on the subdivision improvement construction plans.

- Sidewalks for single family attached, multifamily, and non-residential lots

A developer shall install sidewalks for single family attached, multifamily, and non-residential lots that abut a public street or private drive and where shown on the subdivision improvement construction plans. A subdivision shall not be accepted until

the sidewalk has been constructed in accordance with the regulations of this PUD and has been inspected and approved by the City Engineer.

- Deferment of sidewalk construction

Sidewalks shall be installed in accordance with this section except under the following circumstances, as determined by the City Engineer:

- Where the existing cross-section of street makes immediate construction of a sidewalk impractical;
- Where a non-residential subdivision abutting an existing street is isolated from any other sidewalk by a distance of twice the frontage of the subdivision; or
- Where construction or reconstruction of the road where a sidewalk is to be placed is imminent and the sidewalk would be destroyed if constructed.

The City may require a cash payment by the developer in lieu of construction of the sidewalk if the Planning and Zoning Commission determines that the sidewalk should not be built within the 3-year period of the construction plans. The cash payment shall equal the cost of constructing and installing the sidewalk at the time of acceptance of the public improvements. The developer shall pay the cash payment prior to the acceptance of the public improvements by the City.

- State review

All sidewalks must comply with the Texas Accessibility Standards administered by the Texas Department of Licensing and Regulation (TDLR) and/or with the Americans with Disabilities Act of 1990, as amended, whichever is more restrictive. The developer shall submit its sidewalk plans to TDLR for review and, upon completion of its construction, for inspection. The City will not accept public improvements until the developer provides evidence that the sidewalk plans have been reviewed and approved by TDLR. The developer is responsible for all fees associated with the State plan review and inspection, and must submit to the City evidence of payment of all required inspection fees.

4.3.5.4. Benchmarks

- *Designation*

A permanent benchmark shall be designated with each addition or subdivision. Benchmarks shall be located on public property in a location acceptable to the City Engineer. Benchmarks are considered public improvements and shall consist of a brass disk, approved by the City Engineer, set in a concrete structure of such mass and dimensions and constructed on an unyielding foundation that, in the opinion of the City Engineer, will ensure the integrity of the benchmark.

- *Installation*

Prior to the acceptance of the public improvements, benchmarks shall be installed by

the developer. The elevation, horizontal datum, and description of each benchmark installed shall be certified by a surveyor and submitted to the City Engineer. In the event that public improvements are not required, benchmarks shall still be installed by the developer and the certification and description provided to the City Engineer prior to plat recordation.

- *Modification*

The City Engineer may modify the benchmark requirement if he/she determines one of the following:

- The requirement would create needless redundancy of benchmarking because of an established public benchmark exists in the immediate vicinity, is readily accessible, and will not be removed or made inaccessible by construction associated with the addition or subdivision;
- The requirement creates undue hardship on the developer;
- There is no feasible opportunity to install a brass disk in a suitable structure. In this case, the City Engineer may approve a permanent benchmark established in conformance with generally accepted surveying and engineering practices; or lack of development within the subdivision or addition

4.3.6. Restrictions on certificate of occupancy

City staff cannot issue certificates of occupancy for development until staff certifies the developer or subdivider has installed all improvements in conformance to the requirements of this section and the approved final plat and construction drawings. All improvements must be functional and under the warranty period for maintenance.

4.3.7. Construction traffic and alternative routes

Construction traffic from the development of new subdivisions and/or site plans shall be required to use a reasonable alternative route until 75% of the total certificates of occupancy are issued in the new development boundary as identified with the associated subdivision/site plan. If no reasonable alternative route exists, existing public streets may be used.

4.3.8. Street signs

Street/private drive name signs conforming to city design standards must be placed at street/private drive intersections. The subdivider or developer must install the signs before city acceptance of required improvements. Street signs are included in improvements where fiscal surety may be submitted instead of completed improvements. The subdivider or developer is required to replace or repair street signs that are damaged during construction.

4.3.9. Street lights

The property owner or developer must install street lighting along proposed public and/or private streets, private drive in Development Area D and along existing streets or private drives adjoining the property. Development Services and Public works staffs approve street light location and design. Illumination must conform to lighting regulations in Section 3.22. The subdivider or developer is required to replace or repair lights that are damaged during construction.

4.4. Assurances for Improvement Completion

4.4.1. Improvements or surety instrument before final plat recording

On approval of a final plat by City Council, but before recording, the applicant must:

Hutto Crossing

April 16, 2013

PUD Amendment #3 March 18, 2019

118

Construct all improvements as required by this chapter, and provide a surety instrument guaranteeing their maintenance as required in this code; or

Provide a surety instrument in accordance with this PUD guaranteeing construction of all improvements required by this article and in this PUD and other applicable regulations.

4.4.2. Completion of improvements

Before the final plat is recorded, the developer must:

Complete all improvements required by this article according to the approved construction plans and subject to the City Engineer's approval and the City's acceptance, except as otherwise provided.

Construct all sidewalks in common areas and at street/private drive corners as shown on the approved final plat and according to the City's regulations or the City's standard details and specifications. Sidewalks must be constructed and approved for each lot before a certificate of occupancy is issued.

4.4.3. Fiscal security

A developer must post fiscal security with the City prior to a request for recordation of the final plat if the public improvements have not been accepted by the City and provided that the subdivision improvement construction plans have been approved by the City Engineer.

4.4.3.1. Amount

The amount of fiscal security posted by the developer shall equal the estimated cost plus ten percent to complete the public improvements that have not been accepted. The developer's engineer must provide the City Engineer with a sealed opinion of the probable cost for his approval.

4.4.3.2. Types

- A developer may post as fiscal security:
- A performance bond; or
- A letter of credit, approved by the City Attorney.

4.4.3.3. Return of fiscal security

The City shall return the fiscal security to the developer when the City accepts the public improvements.

4.4.3.4. Expenditures of fiscal security

The City may draw on the fiscal security and pay the cost of completing the public improvements if it determines that the developer has breached the obligations secured by the fiscal security or the 3-year time period for the installation of the required public improvements has expired. The City shall refund the balance of the fiscal security, if any, to the developer. The developer shall be liable for the cost that exceeds the amount of fiscal security, if any.

4.4.4. Inspection and acceptance
4.4.4.1. Entry and inspection

The City Engineer and other City employees shall have the right to enter upon the construction site for the purpose of conducting inspections. The City Engineer shall conduct inspections of the public improvements during construction to ensure general conformity with plans and specifications as accepted. If the City Engineer finds, upon inspection, that any of the public improvements have not been constructed in accordance with City ordinances, then the developer shall be responsible for making the necessary changes to insure compliance.

Upon completion of the public improvements, the developer shall arrange with the City Engineer for a final inspection to determine that the public improvements have been installed in conformity with the approved subdivision improvement construction plans. The developer shall pay all necessary inspection fees prior to the acceptance of the public improvements by the City.

4.4.4.2. Acceptance of improvements

Request acceptance of improvements

Upon completion of the construction of the public improvements, the developer shall request that the City accept the improvements for maintenance. Concurrent with the request for acceptance of the public improvements for maintenance, the developer shall submit all information required for acceptance of improvements specified in the Development Administrative Guide.

4.4.5. Maintenance of improvements

The developer shall be responsible for the maintenance and repair of all public improvements for 2 years after acceptance of said public improvements by the City. Prior to acceptance of improvements by the City pursuant to Section 4.4.4.2, a 2-year maintenance guarantee, in favor of the City, shall be provided by the developer by means of a warranty bond, subject to approval of the City.

4.5. Construction Standards

4.5.1. General

Construction for streets and drainage must conform to the City of Hutto Standard Details and the City of Georgetown Construction Specifications and Standards.

Construction standards and specifications for electrical and gas utilities must be in conformance to the standards of the approved utility provider.

4.6. Lot Configuration

4.6.1. Lots

4.6.1.1. General standards

Size, shape, and location of lots must be established considering topographic conditions, contemplated uses, and the character of the surrounding area.

Lot sizes and building setback lines must conform to the minimum lot area, minimum lot width, and minimum yard standards required in the PUD.

Lots that front on more than one street other than corner lots, resulting in the need for a large development perimeter wall facility, should be minimal or avoided.

Side lot lines must be substantially at right angles or radial to street alignments.

4.6.1.2. Lot width

Lot width at the street right-of-way line at the end of a cul-de-sac or the outside of a sharp curve must be at least 20 ft., to accommodate driveways, drainage facilities and utilities.

4.6.1.3. Lot shape

Lots should be as rectangular as practicable. Sharp angles between lot lines should be avoided.

4.6.1.4. Lot numbering

Lots must be numbered consecutively in each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner approved on a preliminary plat.

Blocks must be numbered consecutively in the overall plat and/or sections of an overall plat as recorded.

4.6.2. Easements

Easements must be dedicated for dry and wet utilities, drainage ways, and access paths where necessary, and may be required across parts of lots (including side lines) if in the opinion of the city, they are needed.

Utility easements should be located where they will not prevent tree planting in tree lawns.

4.7. Parkland Dedication

4.7.1. Dedication procedure

4.7.1.1. Parkland Dedication

Parkland dedication requirements set forth in this Ordinance shall satisfy all parkland requirements of the City with respect to the PUD. A minimum of 26.9 acres of land within the Brushy Creek 100-year floodplain within the PUD, as generally depicted **Exhibit A, PUD Concept Plan**, shall be dedicated to the City as parkland.

With the consent of the City, parkland may be conveyed to a third party for later conveyance to the City of Hutto, provided no additional costs are incurred by the developer.

Except as provided herein, no parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for the PUD. The area to be dedicated must be shown on the preliminary plat and final plat; and must be included in the dedication statement. Dedicated parkland must meet the requirements and guidelines of this section.

4.7.1.2. Parkland trail improvement

The developer shall be responsible improving the parkland with a 10 ft. wide concrete shared use trail that is consistent with the City of Hutto Parks, Recreation, Open Space and Trails Master Plan. The 10 ft. trail shall be located in the Brushy Creek 100-year floodplain and extend from the FM 685 ROW to the SH 130 ROW. The alignment of the trail shall be approved by the Parks and Recreation Director prior to construction. The trail improvements must be shown on a detailed exhibit accompanying the final plat of the parkland.

At the City's option, the trail may be constructed by the developer and conveyed to the City upon acceptance, or cash may be paid to the City in lieu of the trail construction. The cash amount will be based on a construction estimate of the trail. If constructed by the developer, the trail construction must be constructed and accepted at a date mutually agreed upon by both the developer and Parks and Recreation Director. Maintenance of the trail shall be the responsibility of the City of Hutto upon City acceptance.

4.7.1.3. Dedication required before plat recording

Land requirements must be met before the plat is recorded.

4.7.1.4. Dedication by warranty deed

Parkland must be dedicated to the city by general warranty deed, and acceptable evidence of clear title and payment of all taxes must be provided to the city.

4.7.1.5. Improvements by park site

The subdivider or developer is responsible for installation of public improvements next to the park site including, but not limited to, curb and gutters, streets, sidewalks, and storm drainage facilities made necessary by the development.

4.7.2. Nature of parkland

4.7.2.1. Access

Convenient pedestrian and vehicular access to park land must be provided. In areas of parkland not fronting a public street, access by frequent green links or public paths must be provided.

4.8. Pedestrian and Bicycle Facilities

4.8.1. Sidewalks

4.8.1.1. Location

Sidewalks must be installed on both sides of all public streets, except limited access highways and loop lanes.

Sidewalks must be placed inside the public right-of-way as close to the outer edge of the right-of-way as possible, to provide a tree lawn at least 5 ft. deep to the extent practical, except that sidewalks may be placed in an access easement on private property. Development Services staff may administratively approve exceptions to the tree lawn requirement and sidewalk location where conditions warrant, such as provision for accessible routes.

Sidewalks may meander to avoid trees, utility poles and boxes, and other obstacles; for aesthetics and to meet universal accessibility requirements.

4.8.1.2. Timing of sidewalk construction

The builder or developer of a site must build a sidewalk when the adjacent site is developed. When streets are built, the subdivider or developer must also build sidewalks along streets adjacent to amenity centers, open space, easement rights-of-way, and land dedicated for parks and other purposes.

Sidewalks located along collector and arterial streets must be built at when the thoroughfare is constructed.

All required sidewalks must be built before a certificate of occupancy is issued.

4.8.1.3. Connectivity

Sidewalks must connect to existing adjacent sidewalks, or be designed and placed to allow connection to future adjacent sidewalks. Required sidewalks serving non-residential lots must connect to parking in the lot and to primary building entrances. Required connections may include street crosswalks but may not span distances of at least 50 ft. without an improvement to protect pedestrians from vehicles.

Sidewalks must be installed to provide all residential areas with direct access to all neighborhood facilities, including schools, parks and playgrounds, places of worship and assembly, shopping centers, amenity centers, and public transit stops, wherever possible.

4.8.1.4. Pedestrian crossing

Pedestrian crossings must be made safer for pedestrians whenever possible by shortening crosswalk distance with curb extensions, reducing sidewalk curb radii, and eliminating free right-turn lanes, where practical. Signals allowing longer crossing times

in shopping districts, mid-block crossings in high-pedestrians use areas, corner neckdowns, textured pavement, and medians must be provided as appropriate.

Adequate signs and street markings must be provided for all crosswalks

4.8.1.5. Easements

Easements for sidewalk connections to adjacent required sidewalks not yet built are required. Easements for all accessways are required.

Easements must be established to provide public access for sidewalks, pedestrian paths/ trails / greenbelts, or bicycle trails identified in applicable city plans.

4.8.2. Bicycle paths and lanes

4.8.2.1. Location

Bicycle lanes must be incorporated in the design of arterial streets located within residential areas of the PUD, and wide outside lanes must be incorporated in the design of major collector streets. On local streets and residential collectors low traffic speeds and volumes allow bicyclists and motorists to safely share the street and bike lanes, therefore, are not required.

4.8.2.2. Construction standards

Design and construction of all bicycle facilities must meet or exceed standards in the "Guide for Development of Bicycle Facilities" published by the American Association of State Highway and Transportation Officials (AASHTO). Signing and pavement markings for such facilities must conform to the Manual on Uniform Traffic Control Devices (MUTCD).

4.8.3. Multi-use paths

While not encouraged to substitute for a good system of on-street facilities, multi-use paths may be used to enhance pedestrian and bicycle travel where the existing circulation system does not serve these patrons well or provide corridors free of obstacles. Paths must connect to the street and sidewalk system safely and conveniently, and must meet the following requirements and those in city design standards.

Path connections must be well signed with destination and directional signing.

Paths must be located in corridors that serve origin and destination points such as residential areas, schools, shopping centers, and parks.

Paths must be built in locations that are visible and easily accessible, for the personal safety of users.

Whenever possible, paths must be designed so motor vehicle crossings are removed or significantly minimized. Where crossings exist, they must be carefully designed to ensure the safety of the users. Where multi-use paths are proposed to run parallel with streets, they must be offset at least 6 ft. from the back of the curb.

Paths must be constructed of durable, low-maintenance materials, with sufficient width and clearance to allow users to walk or bike at reasonable speeds. Paths must be at least 8 ft. wide.

Where multiple uses are intended (e.g., shared pedestrian and bicycle traffic) the path should be 8 ft. wide whenever possible.

4.9. Street Classifications

4.9.1. Alley

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys are required for all residential lots fronting on a Residential Lane
- Alleys are required in Non-Residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets and are subject to block length criteria included in this PUD.

Alleys shall be dedicated to the public.

4.9.2. Green lane

A green lane has no road surface, but rather takes the form of a park or pedestrian plaza fronted by single household dwellings, two to four household dwellings, and/or townhouses or rowhouses.

- Green lanes cannot access arterial streets
- Facades and front porches (if any) of dwellings on lots fronting green lane must face the lane, not the alley

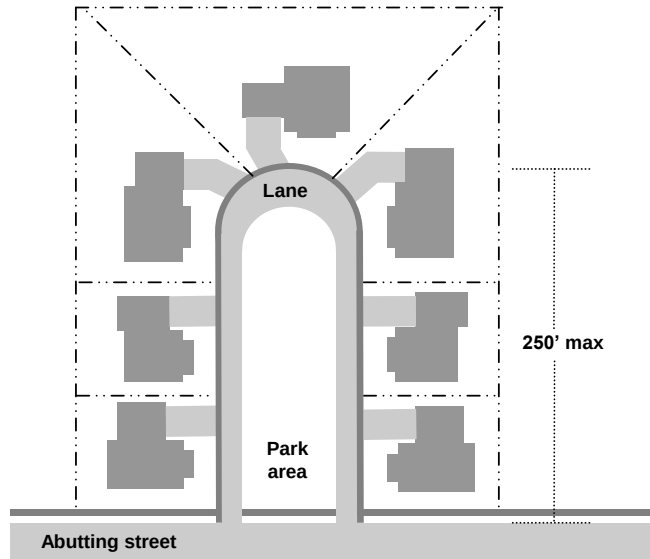
A homeowner association shall maintain the groundcover and vegetation of the green lane.

4.9.3. Loop lane

A loop lane is an alternate street design that offers a turnaround in place of a cul-de-sac. A loop lane provides open space instead of the expanse of asphalt paving found in a standard cul-de-sac.

- Loop lanes may not access arterial streets.
- The lane must be dedicated to the city.
- A homeowner association shall maintain the green space.
- A sidewalk is not required inside the interior green space.

Utilities and water detention may be located in the green space.



4.9.4. Residential lane

A residential lane serves up to 80 dwelling units is expected to carry less than 800 vehicles per day.

- On-street parking, where provided, shall be provided in additional bays.
- Continuous sidewalks and street trees at regular intervals are required on both sides of the residential lane

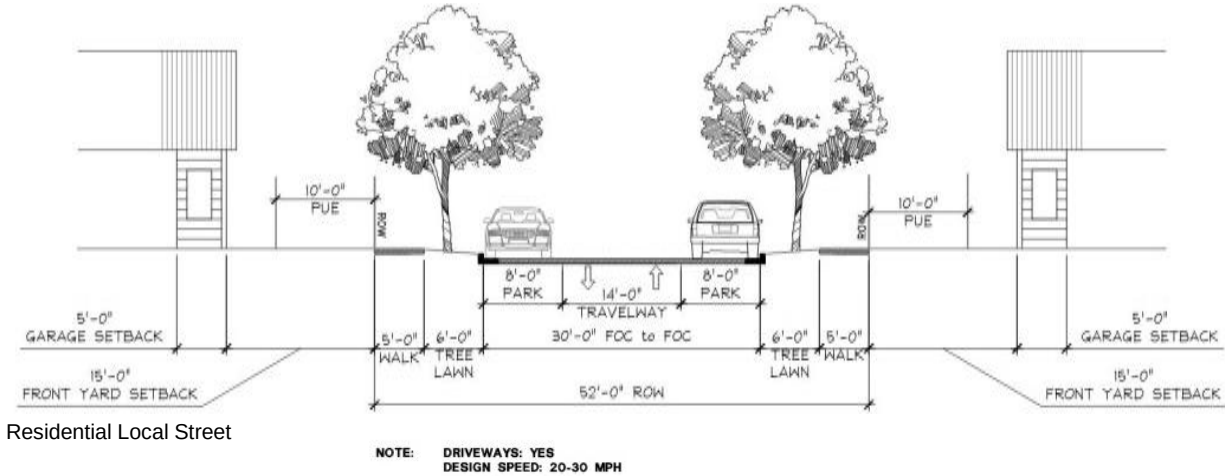


Street Trees in the tree lawns

4.9.5. Residential local street

A Residential Street generally serves up to 80 dwelling units and is expected to carry less than 800 vehicles per day.

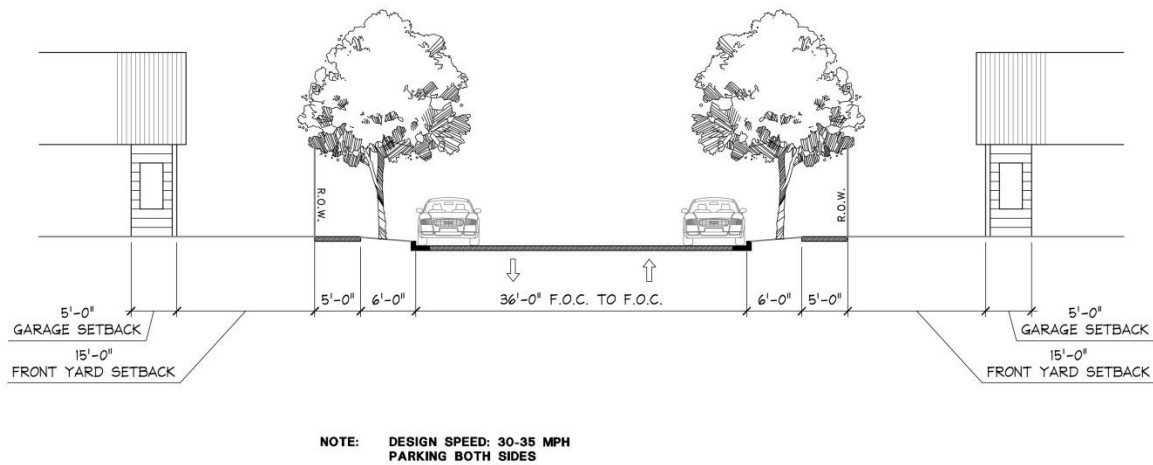
- Continuous sidewalks and street trees at regular intervals are required on both sides of a residential street
- Driveway access to residential units is permitted.
- Alleys are permitted in conjunction with Residential Streets, but are not required.
- On local streets, no driveway is permitted closer to a corner than 50 feet, except that if a lot is less than 50 ft. in width, then the driveway must be placed as close as possible to the property line opposite the street right of way line.



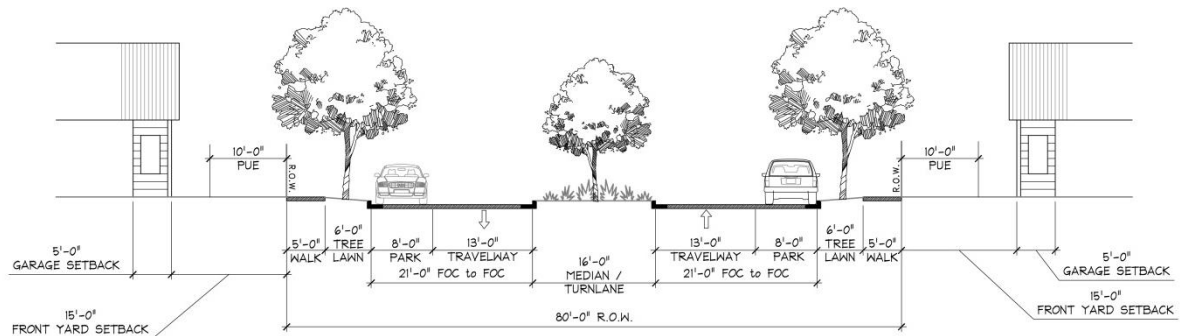
4.9.6. Residential collector

A Residential Collector and Divided Residential Collector is a street type that has an actual or anticipated traffic flow of 800 average daily trips (ADT) or greater.

- Continuous sidewalks and street trees at regular intervals are required on both sides of a residential collector.
- A Residential Collector may provide access to any type of residential unit.
- A Residential Collector shall provide two-through lanes for traffic
- A Residential Collector shall provide parking on both sides of the roadway.
- Driveway access to single-family or two-family dwelling units is permitted when spaced no less than 50 feet apart measured from center to center.
- On collector streets, no driveway is permitted closer to a corner than 100 feet.
- Planted medians are permitted on a Divided Residential Collector.



Residential Collector



Divided Residential Collector

4.9.7. Major collector street

A Major Collector is a street that has an actual or anticipated traffic flow of 2500 ADT or greater.

- A Major Collector is generally shown in the City's Comprehensive Plan, however; they may be required in other locations based on the size and density of development.
- A Major Collector shall provide access to all types of commercial and industrial uses.
- A Major Collector shall provide for two through lanes with parking on each side or four through lanes.
- No driveway access to single-family or two-family dwelling units is permitted.
- Medians may be allowed with approval of City Staff.
- Continuous sidewalks and street trees at regular intervals are required on both sides of a major collector street.

4.9.8. Minor arterial street

A Minor Arterial is a street whose main purpose is to serve as a major route through and between different areas of the City.

- A Minor Arterial is generally shown in the City's Comprehensive Plan, however; they may be required in other locations based on the size and density of development.
- Minor Arterials have two through lanes in each direction separated by a median.
- No parking is permitted.
- No driveway access to single-family or two-family dwelling units is permitted.
- Continuous sidewalks and street trees at regular intervals are required on both sides of a minor arterial street.

4.9.9. Major arterial street

A Major Arterial is a street, including Interstate Highway Service Roads, whose main purpose is to serve as a major route into, out of or across the City.

- These streets are generally shown in the City's Comprehensive Plan, however; they may be required in other locations based on size and density of development.
- Major Arterials have at least three lanes in each direction separated by a median.
- Interstate Highway Service Road standards are established by the Texas Department of Transportation and do not include a bicycle lane within the street Section.
- No parking is permitted.
- Continuous sidewalks and street trees at regular intervals are required on both sides of a major arterial street.

4.9.10. Private interior drive

Development within the PUD, including multifamily and single family uses, may be organized to include private interior drives which serve residents. Private interior drives, if any, shall be maintained by the Property Owners Association (POA) and shall comply with all City fire and emergency regulations. All private interior drives shall be a minimum pavement width of twenty (20) feet.

4.9.11 Private drive – Development Area D

A Private Drive is an alternative street type in the PUD whose main purpose is to serve permitted industrial and commercial uses in Development Area D.

- A private drive shall be 30 feet wide and open to the public.
- The design speed is 25 – 30 mph.
- An 18-inch ribbon curb may be permitted instead of curb and gutter, if approved by Development Services.
- Sidewalks, street lights and street signs shall be required for a private drive accessing lots in Development Area D.
- A minimum of two private drives shall provide ingress and egress for Development Area D.

- A gated emergency access may be provided at Spotted Fawn Drive at the western property boundary if required by Development Services.

4.9.11. Street classification standards

Standard	Alley	Green Lane	Loop Lane	Residential Lane	Residential Local	Residential Collector	Divided Residential Collector	Major Collector	Minor Arterial	Major Arterial
ADT (Avg Daily Traffic)	---	--	<150	< 800	< 800	> 800	>800	> 2500	> 12,500	> 24000
Min. ROW (Right of Way)	20	50	90	49	52	58	80	66	110	135
FOC – FOC (Face of curb to Face of curb)	--	--	20	24	30	36	2 @21	44	82	106
Length	--	< 250	< 250	#	#	#	#	#	#	#
Lanes	1	n/a	1	2	2	2	2	2-4	4	6
Lane Width	20	36-40	11-12	10-12	8-14 (includes parking)	10	10	10-12	12	12
Median Width	---	---	---	---	---	---**	16'	---**	24	24
Design Speed	---	---	15	20-25	20-25	25-30	25-30	30-35	35-45	35-45
Driveways	Yes	Alley	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Parking	No	#	Yes	Yes*	Both Sides	Both Sides	One Side, Each Way	Both Sides***	No	No
Tree Lawn	No	No	No	5', both	6', both	6', both	6', both	6', both	6', both	6', both
Sidewalks	No	4', both	4', both	4', both	5', both	5', both	5', both	5', both	5', both	5', both
Commercial Driveway Spacing for City / County Controlled Roadways and State System Highways										
Posted Speed (MPH)					Driveway Spacing (Feet)					
< 30					200					
35					250					
40					305					

45					360					
50					425					

Unless otherwise specified, all width dimensions are in feet and speeds are in mph.

Refer to standards defined elsewhere in this chapter

* On-street parking, where provided, shall be provided in additional bays

** Median allowed with approval of City Staff

*** 2 Lane Roadways Only

4.10. Street Design

4.10.1. Right-of-way width measurement

Right-of-way width is measured from front lot line to front lot line of opposite lots.

4.10.2. Geometry

4.10.2.1. Horizontal alignment

Maximum deflection in alignment permitted without the use of a curve shall be ten degrees.

4.10.2.2. Arterial street curves

Curves in arterial streets shall be designed in accordance with design speed standards found in AASHTO manual, with exceptions to this standard granted only by the Final Approval Authority.

4.10.2.3. Collector street curves

Curves in collector streets shall be designed in accordance with design speed standards found in AASHTO manual, with exceptions to this standard granted only by the Final Approval Authority.

4.10.2.4. Local street curves

Curves in local streets shall be designed in accordance with design speed standards found in AASHTO manual. The requirement for local streets exempts 90-degree or 'elbow' curves provided a radius of 50 ft is provided.

4.10.2.5. Reverse curves

Reverse curves shall be separated with a minimum tangent of 100 feet.

4.10.2.6. Vertical curves

Vertical curves shall be designed in accordance with AASHTO standards.

4.10.2.7. Cul de sacs and temporary turnarounds

- Cul-de-sac bulbs or turnarounds must have a paved radius of at least 50 ft. for single household and two-household use, and at least 60 ft. for other uses. A landscape island located in the center of the bulb is permitted.

- No more than 200 projected average daily trips (using ITE standards) shall be allowed for any cul-de-sac longer than 200 feet.
- Temporary turnarounds meeting the requirements outlined in the most recently adopted IFC shall be provided at the end of streets more than 100 feet long that will be extended in the future. The following note should be placed on the plat: "Crosshatched area is temporary easement for turn-around until street is extended (give direction) in a recorded plat." No temporary dead-end street in excess of 400 feet may be created unless no other practical alternative is available. A sign must be posted at the turnaround stating the street may be extended in the future.

4.10.2.8. Reserve strips

Reserve strips or "spite strips" at the end of streets are prohibited.

4.10.3. Intersections

4.10.3.1. Intersection angle

Streets must generally intersect at a 90° angle, except that variations of greater than 10° on collector and local streets and greater than 5° on major and minor arterials must be approved by the city engineer.

4.10.3.2. Radius at corners

Local and collector street corners must have a 10 ft. - 15 ft. radii; acute corners must have a 20 ft. - 25 ft. radii.

Arterial street corners must have a 20 ft. - 25 ft. radii.

Buildings, signs or parking is prohibited in the area between the corner curves and the chord connecting the ends of the curves except as approved by planning staff or the city engineer.

Street intersections with one or more residential collector level and higher classified streets must include 25 ft. right of way flares/cutbacks. The flare/cutback is measured along tangents from the point of intersection of the two right of way lines.

4.10.3.3. Center line tie with existing streets

New streets intersecting with or extending to meet existing streets must be tied to the existing street on centerline with dimensions and bearings to show relationship.

4.10.3.4. Partial or half streets

Partial or half streets are strongly discouraged. Partial or half streets may be provided only where the city finds a street should be located on a property line, where the proposed road has a center median.

4.10.4. Traffic calming

4.10.4.1. Horizontal deflection improvements

Traffic calming improvements that use horizontal deflection, including traffic circles, corner neckdowns, chicanes, tapers, landscape medians, are permitted. Horizontal deflection improvements may encroach into the required paved area for a street type described in this Ordinance, if reasonable access is not obstructed. The city engineer and Development Services staff must approve the design and implementation of horizontal deflection improvements.

4.10.4.2. Vertical deflection improvements

Traffic calming improvements that use vertical deflection, including speed bumps, speed humps, speed cushions, and speed tables, are strongly discouraged. The city engineer and Development Services staff must approve the design and use of vertical deflection improvements.

Speed tables, if used, should be integrated into pedestrian crossings at intersections and green links.

Speed humps and speed cushions, while strongly discouraged, are preferable to speed bumps.

4.11. Street Grid, Circulation, and Connectivity

4.11.1. General alignment

The precise alignment of thoroughfares included in the Plan may be varied to allow adjustments that increase the compatibility of the right-of-way with natural or manmade features such as steep slopes, waterways, wildlife habitats, neighborhoods, historic structures or existing roadways.

4.11.2. Street arrangement and internal connectivity

4.11.2.1. Conformity to plan

Width and location of streets must conform to the underlying concept plan and the transportation element of community, neighborhood and other applicable land use and development plans.

4.11.2.2. Topography

The street system must have a logical relationship to the natural topography of the ground.

4.11.2.3. Street Connectivity

The street network in a residential development must be strongly promoted, unless Development Services staff finds it impractical due to creek and drainageways, existing right-of-way, and/or natural features. If this requirement is administratively waived, 5 ft. wide pedestrian trails in at least 15 ft. green links must link cul-de-sacs and provide

through-block access where Development Services staff finds pedestrian connectivity is needed.

4.11.2.4. Collector street connectivity

All collector-designated streets shall connect on both ends to an existing or planned collector or higher-level street.



4.11.2.5. Blocks

4.11.2.5.1. Maximum block length

Residential local street block lengths shall be no more than 600 ft., excepting along SH 130, the Union Pacific railroad right-of-way, 100 year floodplain and streets crossing a transmission line easement. Block lengths shall be measured along the block face from intersecting curb to intersecting curb. Block lengths for Development Area D shall be determined at time of platting.

4.11.2.5.2. Block depth

Blocks should have sufficient width to allow two tiers of lots of appropriate depth. Alleys giving access to the rear of lots on a block is strongly encouraged.

4.11.2.5.3. Single-tier blocks and double-frontage lots

- Residential blocks with one tier of double frontage lots are strongly discouraged. Alternative block configurations not relying on single tier blocks or long stretches of double frontage lots to separate residential development from through traffic and arterials, or placement of higher density multiple household residential development along arterial streets, is encouraged.
- For residential double frontage lots, there must be an easement at least 10 ft. deep abutting a traffic arterial or other disadvantageous use, dedicated to the appropriate governmental entity, with no right of cross

access. There must also be at least a 10 ft. deep tract or easement on the other side of the property line abutting a traffic arterial or other disadvantageous use, for a development perimeter wall and landscaping buffer.

4.11.2.6. Mid-block green lengths

Except for perimeter block frontages along SH130, UP railroad and FM 685, green links at least 12 ft. wide including a sidewalk that is at least 5 ft. wide must be placed near the center and entirely across blocks that are greater than 800 ft. long, to give convenient pedestrian circulation through the development. Green links must be landscaped in conformance to landscaping standards for connecting walkways in this PUD, and maintained by the underlying homeowner association.

4.11.2.7. Circulation

- Each subdivision shall provide for the continuation of all arterial streets and highways as shown on the City's Comprehensive Plan. Arterial streets should be located on the perimeter of the residential neighborhood.
- Collector and local streets should be designed to provide access to each parcel of land within the residential neighborhood and within industrial areas. They should be planned so that future urban expansion will not require the conversion of minor streets to arterial routes.
- Collector streets should be designed to provide a direct route from other minor streets to the major street and expressway system and to provide access to public facilities within the neighborhood; however, collector streets should not be aligned in a manner that will encourage their use by through traffic.
- Collector-designated streets must connect on both ends to an existing or planned collector or higher-level street.

Permitted alternatives to cul-de-sacs include loop lanes and T-streets, and any similar alternative approved by the City Engineer.

4.11.2.8. Required subdivision access points

- To the extent practical, subdivisions with <100 residential units must provide vehicular access to two or more existing or planned public streets
- To the extent practical, subdivisions with 100 to 199 residential units must provide vehicular access to three or more existing or planned public streets.
- To the extent practical, one or more additional access points must be provided for each 100 lots exceeding 199 lots.
- Development Services staff may reduce the required number of access points due to topography, natural features, or the configuration of adjacent developments, or other constraints including SH130, Brushy Creek floodplain, and Union Pacific railroad.
- Access points must be shown on the plat and construction plans for the development. Construction of the street may be postponed to a later phase of development. The Planning and Zoning Commission may require the construction of any access point when the final plat is approved.

4.11.2.9. Relation to adjoining street systems

To provide connectivity to other neighborhoods existing streets in adjacent or adjoining areas shall be continued in the new development, in alignment therewith. Whenever connections to anticipated or proposed surrounding streets are required by this Section, the right-of-way shall be extended and the street developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. The permit-issuing authority may also require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency or service vehicles. Notwithstanding the other provisions of this subsection, no temporary dead-end street in excess of 400 feet may be created unless no other practical alternative is available.

- *Street jogs*
Offsets in street alignment are permitted, provided the distance between center lines is not less than 125 feet.
- *Large lot subdivision*
If the lots in the proposed subdivision are large enough to suggest re-subdivision in the future, or if part of the parent tract is not platted, consideration must be given to possible future street openings and access to future lots which could result from such re-subdivision.
- *Through traffic*
Local streets shall be designed so as to meet the local street connectivity requirements of Section 4.12.2.3.
- *Half streets*
No half streets shall be platted or constructed except for arterial streets.
- *Dead-end streets*
Dead-end streets shall be prohibited except short stubs to permit extension. Temporary turnarounds shall be required where the street stub exceeds one lot or 100 feet in length, whichever is greater. The developer shall provide a sign at the stub declaring that the particular street will connect with future development.
- *Topography*
The street system shall bear a logical relationship to the natural topography of the ground.
- *Private streets*
 - Private streets are prohibited.
 - All streets shall be constructed to City standards for public streets. Common access easements may be required.
- *Unpaved street rights-of-way*
The portion of the street right-of-way between a private lot line and the curb or pavement edge shall be designed and constructed to meet the requirements of the City's Construction Standards and Specifications for Roads, Streets, Structures and Utilities.

- Access to public streets from private property
 - No person shall cut a curb or gutter Section nor pave a street right-of-way without first obtaining a permit from the City, and complying with City Codes. Where no curb and gutter street construction is permitted, no person shall construct or pave the borrow ditch street Section without first obtaining a permit from the City and complying with City Code.

No temporary utility service will be provided to the building lot or site until a curb cut, street right-of-way permit has been issued and no permanent utility service will be provided until the work authorized by permit is satisfactorily completed and approved by the City.

4.11.2.10. Intersections

- Sight triangle

According to the following requirements, a sight triangle shall be established at all intersections.

 - On local streets the sight triangle shall be based on the back of the curb, on all other streets it shall be based on the right-of-way.
 - The sides of the sight triangle shall extend for 25 feet along the right-of-way/curb from the projected intersection of said right-of-way/curb. Where the right of-way/curb curves as the intersection is approached, the tangents at the points of beginning for the corner curve shall be projected to determine the origination of the sides of the sight triangle.
 - No construction, planting or grading shall be permitted to interfere with the sight triangle between the heights of three and seven feet as measured from the crowns of the adjacent streets.
- Angle of intersection

Except where existing conditions will not permit, all streets, major and minor, shall intersect at a 90 degree angle. Variations of more than ten degrees on minor streets and more than five degrees on major streets must first be approved by the City Engineer.
- Radius at corners
 - All local and collector street corners shall have 15 foot radii and shall meet required fire apparatus access, except acute corners which shall have a radius of 25 feet. Arterial streets shall have a minimum corner radius of 25 feet. No buildings, sign or parking shall be allowed in the area between the corner curves and the chord connecting the ends of the curves.
 - All street intersections containing one or more residential collector level and above streets shall include 25 foot right of way flares/cutbacks. The 25 foot flare/cutback will be measured along the tangents from the point of intersection of the 2 right of way lines.

- Center line tie with existing streets

Each new street intersecting with or extending to meet an existing street shall be tied to the existing street on center line with dimensions and bearings to show relationship.

4.12. Driveways and Easements

4.12.1. Easements

4.12.1.1. Utility easements

All easements must be dedicated to the City and their locations shall be clearly denoted on plat documents.

- Uniform and continuous easements shall be provided along lot lines for utility service. The City may approve a location other than along a lot line.
- Easements for water, sewer, and storm sewer lines shall be at least 20 feet in total width if between lots. 10-foot public utility easements should be included along all street rights-of-way.

Other utility easements (for other than water, sewer, and storm sewer lines) shall be a minimum of five feet in width when abutting the street lot lines and at least three feet in width when abutting interior lot lines.

4.12.1.2. Emergency access easements

Emergency access easements shall be defined by the local fire code as amended. Emergency access easements shall not be divided by lot lines.

4.12.2. Driveway spacing from intersections

4.12.2.1. No driveway is permitted closer to a corner than the driveway separation standard provided in Section 4.7.12.

4.12.2.2. Driveway spacing shall be measured from the edge of the street to the center of the driveway.

4.12.2.3. Any request to deviate from these standards may be submitted to the City Engineer.

4.12.3. Design requirements and standards

4.12.3.1. Additional access

The City Engineer may require more than one access point onto a collector or arterial street for a single parcel during Site Plan review provided that the number and location of access points onto local streets and the additional access points onto collector and arterial streets must be approved by the highway authority having jurisdiction over the roadway from which access is being taken.

4.12.3.2. Width of access

The width of access driveways shall be determined by the highway authority having jurisdiction over the roadway from which access is being taken. However, in no case shall an individual driveway width be greater than 35 feet. Where a highway authority has not

established driveway width requirements and standards, the standards and requirements of the Texas Department of Transportation shall apply.

4.12.3.3. Closure or relocation of existing access points

The City Engineer, in conjunction with the highway authority having jurisdiction over the roadway from which access is being taken, shall have the authority to require the closure or relocation of existing access points where multiple access points to the site are available.

4.12.3.4. Curb cuts at intersections

A curb cut for a corner parcel at the intersection of any streets shall be located the maximum practical distance from the center of the intersecting streets, without intrusion into any required buffer. The number and location of the curb cut must be approved by the highway authority having jurisdiction over the street from which access is being taken. Where a highway authority has not established curb cut requirements and standards, the standards and requirements used by the Texas Department of Transportation shall apply.

4.13. Road Adequacy Standards

4.13.1. Street naming

Proposed street names must appear on a preliminary plat. Street names become official with the city after the following takes place:

- The plat is recorded; and Williamson County 911 Addressing accepts the street name.

4.13.2. Traffic impact analysis, when required

The TIA shall conform to the requirements set forth in **Section 10.515.4 of the Hutto UDC**. A Traffic Impact Analysis shall be required with any application for a subdivision or plat approval, Site Plan approval, or other procedure for which the proposed development generates traffic in excess of 2,000 average daily trips, based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. In the event that specific land uses for the development are not specified at the time of subdivision or plat application, the daily trip generation rate for the most intensive land use from the ITE Manual for the land use classification of the application shall be used to compute the estimated average daily trips.

4.13.3. Stormwater and drainage standards

Except as set forth in this Section 4.14.3, the stormwater and drainage standards established in **Section 10.701 of the UDC** shall apply to development of this PUD.

4.13.3.1. Stormwater drainage system

- Drainage channels and detention ponds that are to be maintained by the public shall be contained within drainage lots. Adequate room for access shall be provided for drainage channels and detention ponds. Ramps no steeper than 5 feet horizontal to 1 foot vertical shall be provided at appropriate locations to allow access to drainage channels and detention ponds. The minimum bottom width for any channel with vegetative side slopes shall be 8 feet, except that drainage channels associated with streets have no minimum width. If required, a 5-inch thick reinforced concrete trickle

channel shall be provided in all newly constructed channels and from detention pond inlets to outlets. The area adjacent to trickle channels shall slope at a minimum of 2 percent.

- Open drainage sections:
Minor collectors (draining less than 20 acres) shall be constructed using best practices for stormwater drainage to the greatest extent practical. Surface conveyance may be utilized if it can be established to the satisfaction of the City Engineer that it is physically feasible and preferred to storm sewers. Open ditches may be used, provided that such ditches are lined with permanent materials accepted by the City Engineer.

4.13.4. Grading

Grading of lots with existing slopes of 1 percent or greater will not be required, provided it is demonstrated to the satisfaction of the City Engineer that there are no existing or proposed features that will prevent the lots from adequately draining.

4.13.5. Water and wastewater standards

The water and wastewater standards established in **Section 10.801 of the UDC** shall apply to development of this PUD.

Attachment A – Use-specific Design Standards for Self-storage Facilities

2.3.3 Self-storage facilities

2.3.3.1 Architectural theme

Building design must conform to architectural design standards for commercial uses in Section 3.4, except that contemporary architectural design and massing, material use, articulation, color use and theming, as expressed in the enhanced architectural self-storage buildings set forth and graphically depicted in this section, are also permitted and encouraged.

Enhanced architectural self-storage buildings are defined as self-storage buildings that have a commercial appearance and character, two or more stories in height, where a minimum of 80 percent of the individual storage units are accessed from a common entry and comply with design standards set forth and depicted in this section.

Colors with a high intensity may not be used as a primary building color element but are permitted as accent areas on building facades and visible interiors as a part of an integrated design element.

Prefabricated and pre-engineered metal buildings are prohibited.

2.3.3.2 General architectural standards

Buildings must include design elements such as columns, ribs or pilasters, piers, quoins, and fenestration patterns to prevent a utilitarian, industrial, warehouse-like appearance, except that contemporary building massing, material use and design features included in enhanced architectural self-storage buildings as set forth and depicted in this section are permitted.

Maximum length of a building on the site perimeter is 60 ft, except enhanced architectural self-storage buildings as set forth and depicted in this section shall have a maximum length of 250 feet.

Unit doors must be screened or sited so they are not visible from the street or residential properties, except that unit doors located within interior corridors that are visible are permitted, provided that the unit doors are integrated into the overall building design using color, articulation, rhythm or other design elements.

Unit doors must be integrated into the overall architectural design theme of the building through design elements such as color, texture, rhythm and articulation.

2.3.3.3 Roof design

Buildings must include a roof pitch of at least 30°, with roofs incorporating a high quality surface such as architectural shingles, split seam metal or clay tile. Flat roofs are permitted, provided a parapet of at least 12 inches is incorporated into the building design.

2.3.3.4 Parking, circulation and stacking

Drive aisles must be at least 24 ft. wide. Drive aisles and unit access points must be surfaced in impervious or permeable pavement.

Units and drive aisles must be sited so a vehicle parked at a unit cannot trap another vehicle and prevent it from leaving the facility.

Parking spaces cannot be located in the street yard, except that parking for enhanced architectural self-storage buildings shall comply with commercial parking standards.

2.3.3.5 Landscaping

Landscaping must conform to landscaping standards in Section 3.5.

Landscaping and/or berming must screen storage buildings from an adjacent public right-of-way and adjacent residential buildings, except that landscaping for enhanced architectural self-storage buildings shall comply with commercial landscape standards.

Landscaping outside a perimeter fence visible from a public street must conform to landscape standards in this code. Inside a perimeter fence visible from a public street, at least 10% of the surface area must be a groomed permeable surface (grass, xeriscape ground cover, turf block), with at least 50% of that surface next to the perimeter fence.

One or more native tall trees for every ten units must be provided inside the perimeter fence, with trees placed inside the perimeter fence and at the ends of buildings runs. Shrubbery forming a dense cluster is required at the base of building walls at least 10 ft. long without doors. This requirement does not apply to enhanced architectural self-storage buildings.

2.3.3.6 Fencing and screening

Fencing must conform to fence and wall standards in Section 3.7.

Perimeter fencing, security fencing, and entry gates must be constructed of materials that are compatible with the design and materials used throughout the site. Acceptable fencing types include masonry (brick, stone, decorative CMU), decorative metal and wrought iron.

2.3.3.7 Outdoor lighting

Lighting must conform to lighting standards in Section 3.8.

Exterior lights at self-storage facilities located next to residential and lodging uses must be designed, installed and maintained to comply with Section 3.8.1.1 Display levels and light pollution, 3.8.1.2 Shielding and 3.8.1.3 Illumination of background and foreground spaces.

2.3.3.8 Signs

Signs must conform to sign standards in Section 3.9. Attached signs are permitted only on the main office, and are prohibited on storage unit buildings, except that signs on enhanced architectural self-storage buildings shall comply with commercial sign standards.

2.3.3.9 Examples of enhanced architectural self-storage buildings



Interior unit doors integrated into overall building design theme. Contemporary building façade materials. First floor articulation at office entry.



Contemporary use of traditional stone masonry façade treatment, architectural massing, window design and overhanging eaves. Overall building façade composition and varied articulation and building massing.



Well-articulated common entry, material use of metal and glass siding color use and rhythm of building massing. Overall building façade composition and varied articulation.



Overall building façade composition and varied articulation. Contemporary material use of articulated glass and metal. Use of high intensity color as accent and integrated into the overall façade composition. Interior unit doors integrated into overall building design theme.



Building with flat roof incorporating a parapet. First story articulated with metal eave overhang. Façade articulation.



First floor articulation at office entry. Contemporary material use of articulated glass and metal and rhythm of building massing.

Attachment B

Additional Permitted Industrial Uses and Design Standards for Development Area D

2.1.3 Industrial uses in Development Area D

2.1.3.1 General Intent

By their inherent character, industrial uses and their built environment must be utilitarian and functional. Additionally, the public infrequently visits industrial sites. Therefore, site development standards for industrial uses within Development Area D are less restrictive than permitted industrial uses located in Development Area C. These less restrictive standards include architectural, site and other development standards. Conversely, these standards set forth a high-quality standard for development within Hutto Crossing east of SH 130.

Public visibility of Development Area D from US 79, located north of the UP RR, is limited. Grades changes along the main lanes of SH 130 and its frontage road limit views to Development Area D. Adjacency to existing residential uses west of Development Area D are factored into the development standards for Development Area D. Building facades and site areas directly fronting along the northern boundary line of Development Area D fronting the UP RR and the northern end of the eastern boundary (SH 130) provide for standards that reflects positively on Hutto and its businesses.

2.1.3.2 Light industrial use

2.1.3.2.1 Intent

Light industrial uses provide for a wide variety of nuisance-free industrial uses and compatible related uses. The area, height, yard and other site requirements are designed to maintain long-term quality and economic vitality of development and uses that may accommodate the public.

2.1.3.2.2 Definition

Light industry use is composed of land and structures used primarily to provide space for light manufacturing, commercial enterprises involved in research and development, packaging, microbrewing facilities, warehousing, distribution and skilled mechanical trades. Light industrial uses also provide for a mix of office park, flex-space with limited retail and service uses that may also serve industrial development. Light industrial use includes custom manufacturing for on-site production of goods using hand tools, domestic mechanical equipment, kilns, and the incidental sale of those goods. This use includes examples such as candle-making shops and custom jewelry manufacturing. Examples of permitted uses also include equipment and event rentals, self-storage facilities, cabinet/carpenter shop, auto sales and repair, wrecker services, can recycle collection station, lumber yard and building materials, mobile vending base operations, machine shop, tree service and moving companies.

2.1.3.3 General industrial use

2.1.3.3.1 Intent

General industrial is composed of land and structures used primarily to accommodate fabrication, manufacturing and industrial uses. The general industrial district accommodates areas of heavy and concentrated fabrication and manufacturing and industrial uses which are suitable based on the character of adjacent development. This use is intended to provide for all types of industrial uses, with area, height and yard requirements designed to accommodate major industries and other uses whose operating characteristics require utilitarian sites and infrequented by the public.

2.1.3.3.2 Definition

Examples of permitted general industrial uses include manufacturing of many types, including abrasives, food and drug, motor and transit vehicles, recreational vehicles and watercraft, vehicle parts (excluding tires), trailers, modular and manufactured buildings, manufactured homes/oversized vehicles sales, sand and gravel storage and sales, auto & light truck auction, service and storage, bottling plants, and breweries.

2.1.3.4 Heavy industrial use

2.1.3.4.1 Intent

Heavy industrial use is composed of land and structures used primarily to provide for all types of industrial uses, with area, height and yard requirements designed to accommodate major industries and other uses that typically generate very high volumes of truck traffic and whose operating characteristics require very utilitarian and functional sites which very rarely accommodate the public.

2.1.3.4.2 Definition

Examples of heavy industrial use include use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or engaged in storage of, or manufacturing processes using flammable materials, or storage or manufacturing processes that may generate high volumes of truck traffic. Heavy industry uses also includes work processes involving solvents, recycling establishments, and transport terminals (truck and rail terminals, container storage). Permitted heavy industrial use include ready-mix facilities, concrete plants and asphalt plants.

Design standards for industrial uses in Development Area D:

2.1.3.5 Contemporary agricultural industrial building character for light industrial use and facilities

Contemporary agricultural industrial buildings are defined as buildings clad with architectural designed corrugated metal siding that embodies the character of Hutto's agricultural past as represented in the Coop redevelopment. This building character is

intended to both recall and reflect positively on Hutto. The architectural theme incorporates articulated glass and metal siding and windows. The use of corrugated metal siding as a primary material in a contemporary design that has an appealing appearance and character that is distinctive characteristic of Hutto.

More traditional materials of stone and concrete are primarily used as accent materials. Overhangs and rhythm of material use are other building characteristics indicative of contemporary agricultural industrial buildings. Pictorial examples are depicted below in this section. Façades and walls of these buildings are appropriate for light industrial uses facing US 79 and SH 130 in Development Area D.

2.1.3.5.1 Examples of contemporary agricultural industrial buildings



Hutto Crossing
April 16, 2013
PUD Amendment #3 March 18, 2019

2.1.3.6 Industrial Facilities Character

2.1.3.6.1 Standard light and general industrial exterior walls and facades

2.1.3.6.1.1 Wall and façade pattern

Façades and walls facing US 79 and must include a repeating pattern with an expression of architectural or structural bays through a change in plane, such as an offset, reveal, pilaster, projecting ribs, fenestration patterns, or piers; and any of the following elements:

- color change
- texture change
- material module change

Design elements must repeat at intervals of no more than 60 ft. Deviations up to 10% to the interval repetition may be administratively approved by Development Services staff.

These standards do not apply to contemporary agricultural industrial buildings or heavy industrial facilities.

2.1.3.6.1.2 Building design

All façades and walls facing US 79 must include consistent materials, or a rhythm of various materials and forms, designed in a unified, cohesive pattern. Inferior or lesser quality materials for facades and walls are otherwise permitted. This standard does not apply to heavy industrial facilities.

2.1.3.6.1.3 Garage doors

Bay doors facing US 79 must be screened using wing walls, landscape screening, berms, or other effective screening and site planning techniques, or otherwise sited so visibility is minimized.

2.1.3.6.1.4 Primary building entrances for light industrial buildings

Primary building entrances must be clearly defined and recessed or framed by a sheltering element such as an awning, arcade or portico to provide shelter from the sun and inclement weather. This standard does not apply to general industrial facilities or heavy industrial facilities.

2.1.3.6.2 Building roofs

2.1.3.6.2.1 Planted green roofs

Planted green roofs, solar panels and rain collection tanks are encouraged.

2.1.3.6.3 Materials and color

2.1.3.6.3.1 Building colors

- Building colors must be low reflecting, muted and neutral or earth toned. Roof colors must be muted and compatible with the dominant building color. This standard does not apply to heavy industrial facilities.
- High intensity colors, metallic colors, fluorescent colors, single color schemes and groups of stripes are prohibited as the predominant building color or color scheme.
- Brighter colors, and black or grey, may be used on building trim and accents.
- An exception to the color standards may be administratively approved by Development Services staff if it can be demonstrated that the color selection meets the design intent of this Attachment A.

2.1.3.6.3.2 Building materials

Durable, high quality building materials must be used. Brick, stone, split-face CMU, corrugated metal, metal and glass, EIFS, detailed tilt-up concrete panels, and building-integrated photovoltaics (BIPV) are examples of appropriate building materials for light and general industrial buildings. This standard does not apply to heavy industrial facilities.

- T-1-11 and other plywood-based siding materials are prohibited.
- Prefabricated and pre-engineered metal buildings and panels are permitted for general industrial and heavy industrial facilities.

2.1.3.6.3.3 Material or color changes for light industrial buildings

- Material or color changes must occur only at a change of plane or reveal line. This standard does not apply to heavy industrial facilities.
- An exception to the location of material or color change standards may be administratively approved by Development Services staff if it can be demonstrated that the location meets the design intent of this Section.
- Piecemeal embellishment and frequent material changes are prohibited. This standard does not apply to heavy industrial facilities.



Appropriate standard light and general industrial building design



Appropriate standard light and general industrial building design



Appropriate standard light and general industrial building design



Appropriate standard light and general industrial building design

2.1.3.6.4 Mechanical equipment screening for industrial uses

Rooftop mechanical equipment must be hidden or screened from public view from US 79 and SH 130 to the greatest extent practical with architecturally integral elements at a height at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping to the greatest extent practical. This standard does not apply to general industrial or heavy industrial facilities.

Solar panels and rain collection tanks are exempt from mechanical equipment screening standards.

2.1.3.6.5 Utility equipment screening

Electrical meters, switch boxes, panels, conduit, and related utility equipment must be placed in the most inconspicuous location practical, if frequently seen by the general public. This standard does not apply to heavy industrial facilities.

Utility equipment must be painted or coated to match the color of the mounting surface to the greatest extent practical. This standard does not apply to heavy industrial facilities.

Utility equipment located in an area that may be prominently seen by the general public must be screened to the extent practical with landscape screening or with a wing wall architecturally integrated into the host building structure, per the requirements set forth in Section 3.1.6.2. This standard does not apply to heavy industrial facilities.

Tex-Mix Land, Ltd.

July 12, 2021

City of Hutto
Planning & Development Services
c/o Ashley Lumpkin
500 W. Live Oak Street
Hutto, TX 78634

Re: Zoning Change Request for 1200 Chris Kelley Blvd in Hutto, TX

Ms. Lumpkin,

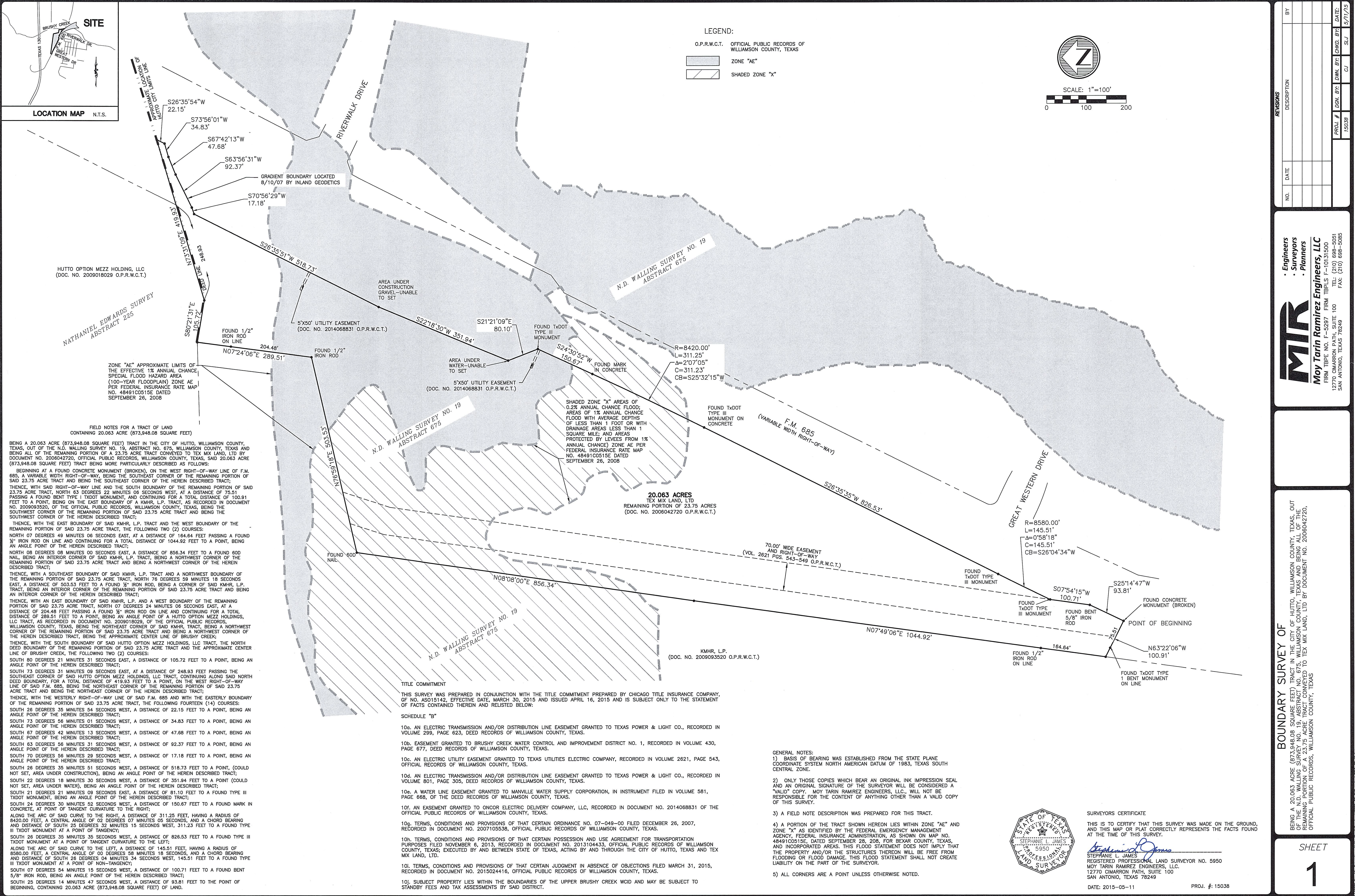
Thank you for the opportunity to rezone our property at 1200 Chris Kelley Blvd. We look forward to working with the City of Hutto in this process.

The reason for this zoning change request for B-2 Commercial is to redevelop a site that was previously an industrial ready-mix plant into a commercial/retail center along one of Hutto's most travelled thoroughfares. We believe this will benefit the City of Hutto, and provide useful services to the nearby neighbors.

Thank you for your time and consideration of this zoning change request. We look forward to working with you and the City of Hutto to achieve the approval of this application.

Sincerely,

Greg Gitcho
Archer Creek, LLC
greg.gitcho@archercreek.com
512-698-6019



REVISIONS

NO.	DATE	DESCRIPTION	BY

PROJ. # 15038 DGN. BY: CU DWG. BY: CHKD. BY: DATE: 5/11/15

Engineers
Surveyors
Planners

MTR

Moy Tarin Ramirez Engineers, LLC
FIRM TYPE NO. F-5957 FIRM TBPLS F-10131500
12770 CIMARRON PATH, SUITE 100
SAN ANTONIO, TEXAS 78248
TEL: (210) 688-5051
FAX: (210) 688-5085

BOUNDARY SURVEY OF

BEING A 20.063 ACRE (873,948.08 SQUARE FEET) TRACT IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE REMAINING PORTION OF A 23.75 ACRE TRACT CONVEYED TO TEX MIX LAND, LTD BY DOCUMENT NO. 2008042720, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

SHEET 1

ORDINANCE NO.

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 APPROXIMATELY 20.063 ACRES, LOCATED AT 1200 CHRIS KELLEY BOULEVARD, 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 3rd day of August, 2021, and;

WHEREAS, on the 2nd day of September, 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) Consistency (or lack thereof) with the Comprehensive Plan; and
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter to now be designated as B-2 (General Commercial) Zoning District.

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 **2nd** day of **September, 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 first reading of ordinance this **2nd** day of **September, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holy Nagy, City Secretary



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

PLANNING & ZONING COMMISSION ON: **AUGUST 3, 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 zoning change request for the property located at **1200 Chris Kelley Boulevard**, 20.063 acres, more or less, of land, from SF-1 (Single Family Residential) to B-2 (General Commercial) use.

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.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property located at **1200 Chris Kelley Boulevard**, 20.063 acres, more or less, of land, from SF-1 (Single Family Residential) to B-2 (General Commercial) use.

Name:

Matthew I. Broder

Address:

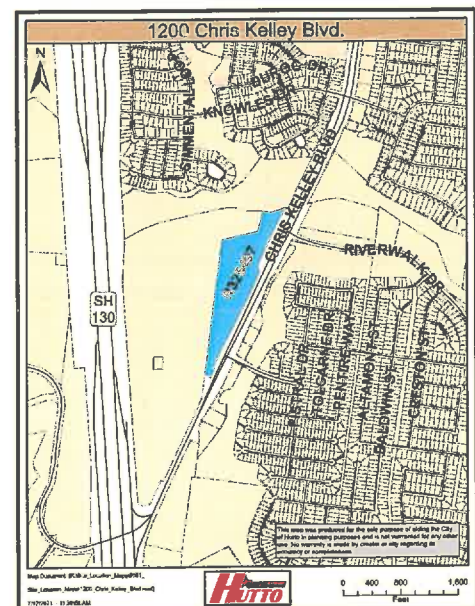
1401 Chris Kelley Blvd

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



From: [Candle Carmichael](#)
To: [Planning](#)
Subject: Planning and Zoning Commission on August 3
Date: Saturday, July 31, 2021 8:21:26 AM

Hello,

I am writing in response to a notice on the proposed zoning change request for the property located at 1200 Chris Kelley Boulevard, agenda item 4.9 scheduled for the August 3rd meeting. As the property owner of 424 Pentire Way (within 600 ft of the property up for rezoning), I am curious as to what is being requested to be built there that would prompt the proposed request to change from an SF-1 to B-2? If this is just a blind request in hopes to bring in economic growth then I would have to object to the change. To make a truly informed decision can you possibly tell me what company is trying to enact the change from an SF-1 to B-2 and what would the commission do to alleviate the traffic at the Great Western/Chris Kelly Blvd light?

Respectfully,

Candle L Carmichael
424 Pentire Way
Hutto Tx 78634
832-257-4276

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-054 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, September 2, 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 Resolution No. R-2021-138 approving a Memorandum of Understanding by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Cities") and the County of Williamson ("County") to proceed with identifying and evaluating the services currently being provided by the Williamson County and Cities Health District.

Meeting: Thursday, September 2, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Wilco MOU - 07.20.2021
2. R-2021-138 Resolution Approving MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Cities”) and the County of Williamson (“County”).

RECITALS

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code, authorizes the establishment of public health districts by a majority of the governing bodies of a county and one or more municipalities in a county for the purpose of providing and furnishing health programs (the “Act”); and

WHEREAS, the County and the Cities (collectively the “Member Governments”) comprise the Williamson County & Cities Health District (the “District”) established under the Act; and

WHEREAS, the District is governed by a public health board pursuant to the Act and a Cooperative Agreement previously approved, and subsequently amended, by the Member Governments; and

WHEREAS, the Member Governments intend to enter into an Amended and Restated Cooperative Agreement modifying the composition of the Board and clarifying provisions of the Agreement; and

WHEREAS, prior to the establishment of the District, public health services were provided by a Williamson County Health Department; and

WHEREAS, it is the goal of the Member Governments to provide the best quality health services to the residents of Williamson County and determine the best structure for providing said services; and

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments to proceed with identifying and evaluating the services currently being provided by the District, categorizing which provided services are mandatory functions of the District and which are discretionary, and determining the best process for any modification or transition of services, as necessary;

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein to identify and evaluate the services and the structure for the provision of said services currently being provided by the District.

ARTICLE I.

The Member Governments agree that upon approval of the Amended and Restated Cooperative Agreement, the District intends to take the following actions:

- 1) Draft and publish a Request for Qualifications (“RFQ”) for a professional consultant to identify and evaluate the services provided by the District, specifically the cost, quality, effectiveness, necessity, and structure of said services. The RFQ is estimated to be issued no later than **August 31, 2021**;
- 2) Review the responses to the RFQ and select a professional consultant to complete the District’s requested Scope of Services, estimated to be no later than **October 31, 2021**;
- 3) Receive the findings of the professional consultant, estimated to be no later than **December 31, 2021** or by a later date mutually agreed upon by the District and the professional consultant; and
- 4) Review the findings of the professional consultant and make a determination as to whether any modification or transition of services will provide the best quality health services to the residents of Williamson County, and initiate appropriate actions regarding the District’s determination no later than **sixty (60) days after receipt of findings of the professional consultant**.

ARTICLE II.

LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2021.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell Jr., County Judge

Date: 07.20.2021

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____

RESOLUTION NO. R-2021-138

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITIES OF CEDAR PARK, GEORGETOWN, ROUND ROCK, TAYLOR, HUTTO, LEANDER, AND LIBERTY HILL AND THE COUNTY OF WILLIAMSON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Memorandum of Understanding by and among the cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill and the County of Williamson, and authorize the Mayor 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 Mayor to execute the Memorandum of Understanding, 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 2nd day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-139 approving an Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill under Chapter 121, Subchapter E of the Texas Health and Safety Code.
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Wilco Coop Agr - 07.20.2021
2. R-2021-139 Resolution Approving Cooperative Agreement

STATE OF TEXAS

§
§
§
§
§
§
§

AMENDED AND RESTATED

COOPERATIVE AGREEMENT

WILLIAMSON COUNTY AND CITIES

COUNTY OF WILLIAMSON

PUBLIC HEALTH DISTRICT

This Amended and Restated Cooperative Agreement (this “Agreement”) is made by and between the County of Williamson (“County”) and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Member Governments”), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the “Code”), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in 1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the “Act”), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the “Original Members”), and re-designated as the Williamson County & Cities Health District (hereinafter the “District”); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a “Cooperative Agreement,” which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the “New Member Cities”); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the “Member Governments”; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to reflect modifications relating to the composition of the Board and to clarify certain provisions; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the “Board”). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners’ Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District’s territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December 31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed by the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General.* The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson.* The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a new Chairperson.

2.4. *Secretary.* The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide “Essential public health services” as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board.

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for

which there is no conflict of interest. For matters relating solely to their own Member Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. The District's fiscal year shall be January 1 through December 31.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall

maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law (Section 121.024 of the Texas Health and Safety Code).

8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.

8.3. The Board may in some years grant a cost-of-living increase to each District employee, except that the size of the increase shall not exceed the cost-of-living increase granted by the Williamson County Commissioners' Court to each county employee for that fiscal year. District employees shall not be granted an automatic pay raise based on longevity alone. Instead, the Board may, as resources permit, authorize the Executive Director to grant merit increases to an employee based on job performance and/or promotion in job responsibility.

IX. MISCELLANEOUS

9.1. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. A Member Government may withdraw from this Agreement by giving written notice to the other Member Governments and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to date of withdrawal.

9.3. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.4. This Agreement shall remain in effect unless modified or cancelled by a majority of the Member Governments.

9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government) _____ day of _____, 2021 (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell Jr., County Judge

Date: 07.20.2021

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____

RESOLUTION NO. R-2021-139

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDED AND RESTATED COOPERATIVE AGREEMENT BY AND BETWEEN THE CITIES OF CEDAR PARK, GEORGETOWN, ROUND ROCK, TAYLOR, HUTTO, LEANDER, AND LIBERTY HILL AND THE COUNTY OF WILLIAMSON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Amended and Restated Cooperative Agreement by and between the cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill and the County of Williamson, and authorize the Mayor 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 Mayor to execute the Amended and Restated Cooperative 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 2nd day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-137 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)
Meeting: Thursday, September 2, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-137 Resolution Approving Durango Second Amended DA

RESOLUTION NO. R-2021-137

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MA DURANGO, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the 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, 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 Second Amended and Restated Development 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 2nd day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-131 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. (D.Palumbo)
Meeting: Thursday, September 2, 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
4. Hutto Durango Farms.Financing Agreement.for Council Approval 9 2 21

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 contractors' 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..

(SEAL)

Notary Public, State of Texas

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.

(SEAL)

Notary Public, State of Texas

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-Benefitted 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

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;

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

[See attached]

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 2 of 3

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 1/2-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 1/2-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 1/2-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 1/2-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 described herein, a distance of 220.17 feet to a 1/2-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 1/2-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;

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

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 3 of 3

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



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Exhibit "B-2"
COMMERCIAL PARCEL

~~[See attached]~~

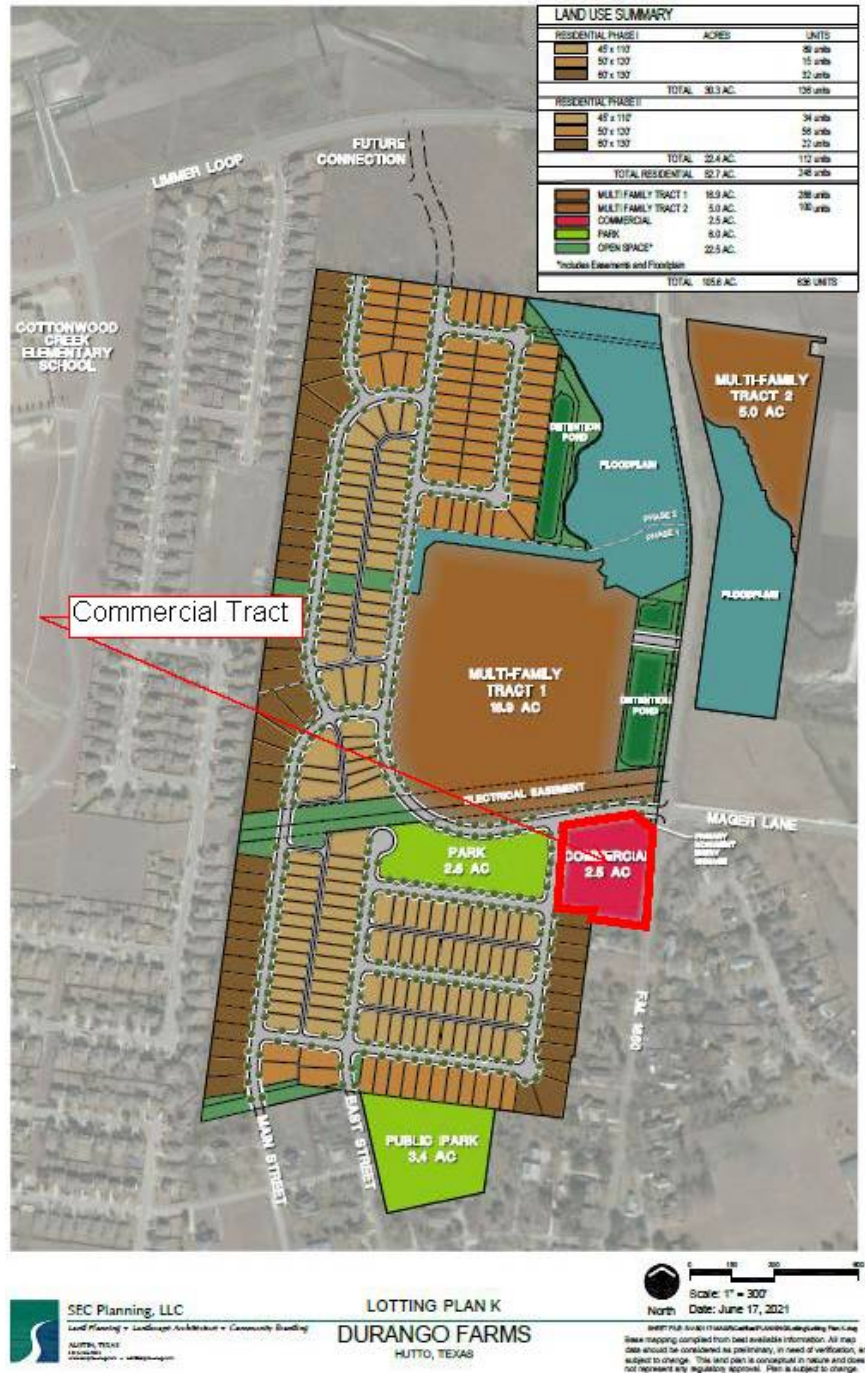


Exhibit "C"
CONCEPT PLAN

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. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B 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

[illegible]

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D 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[†] 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", as may be modified by Section 5.014 of the Texas Property Code.
2. A Builder ¹for 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.

~~[†] 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 \$
1, 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~~ 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:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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 contractors' 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 Bonds 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).

(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 certificate of occupancy 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 certificate of occupancy 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 certificate of occupancy 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..

(SEAL)

Notary Public, State of Texas

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.

(SEAL)

Notary Public, State of Texas

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-Benefitted 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

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;

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

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 2 of 3

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 ½-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



Exhibit "B-2"

COMMERCIAL PARCEL

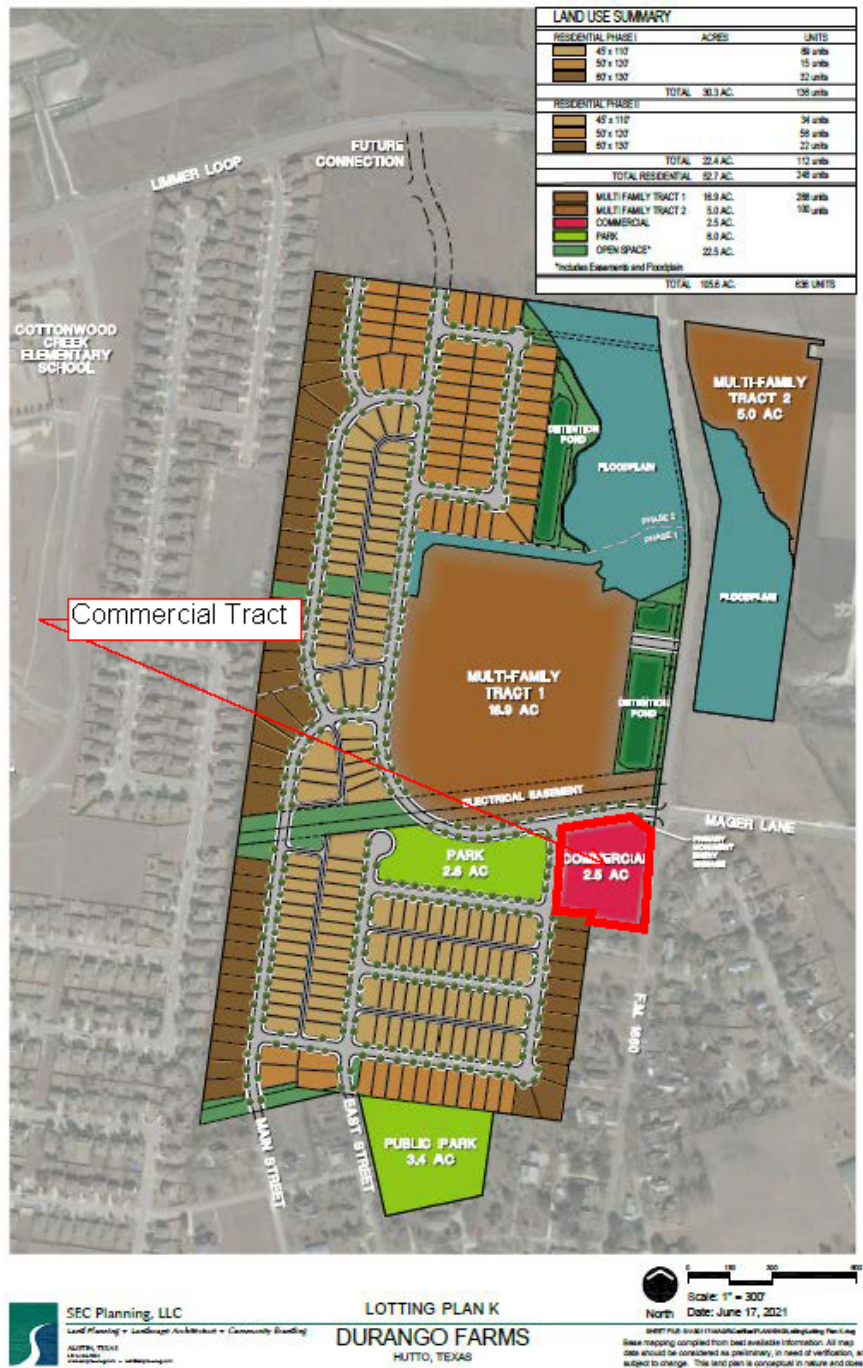


Exhibit "B-3" MULTIFAMILY PARCEL

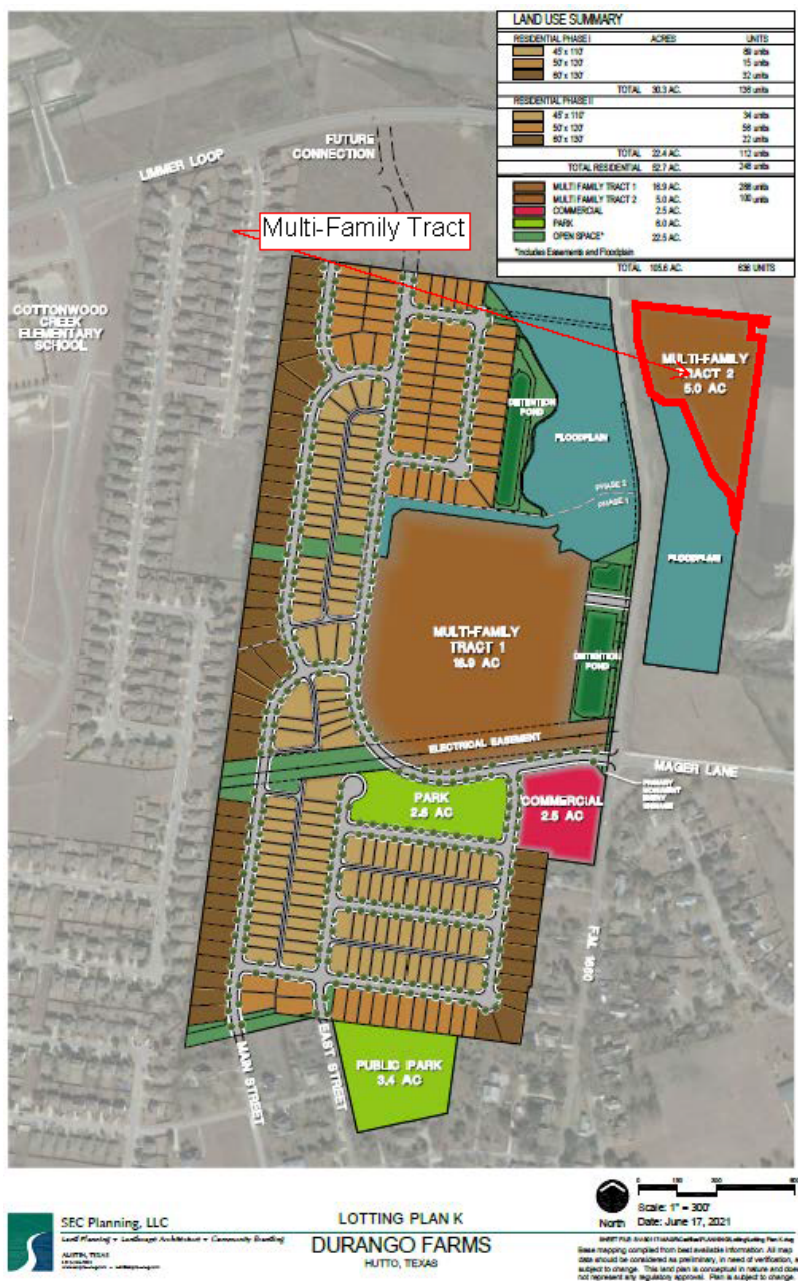


Exhibit "C"

CONCEPT PLAN

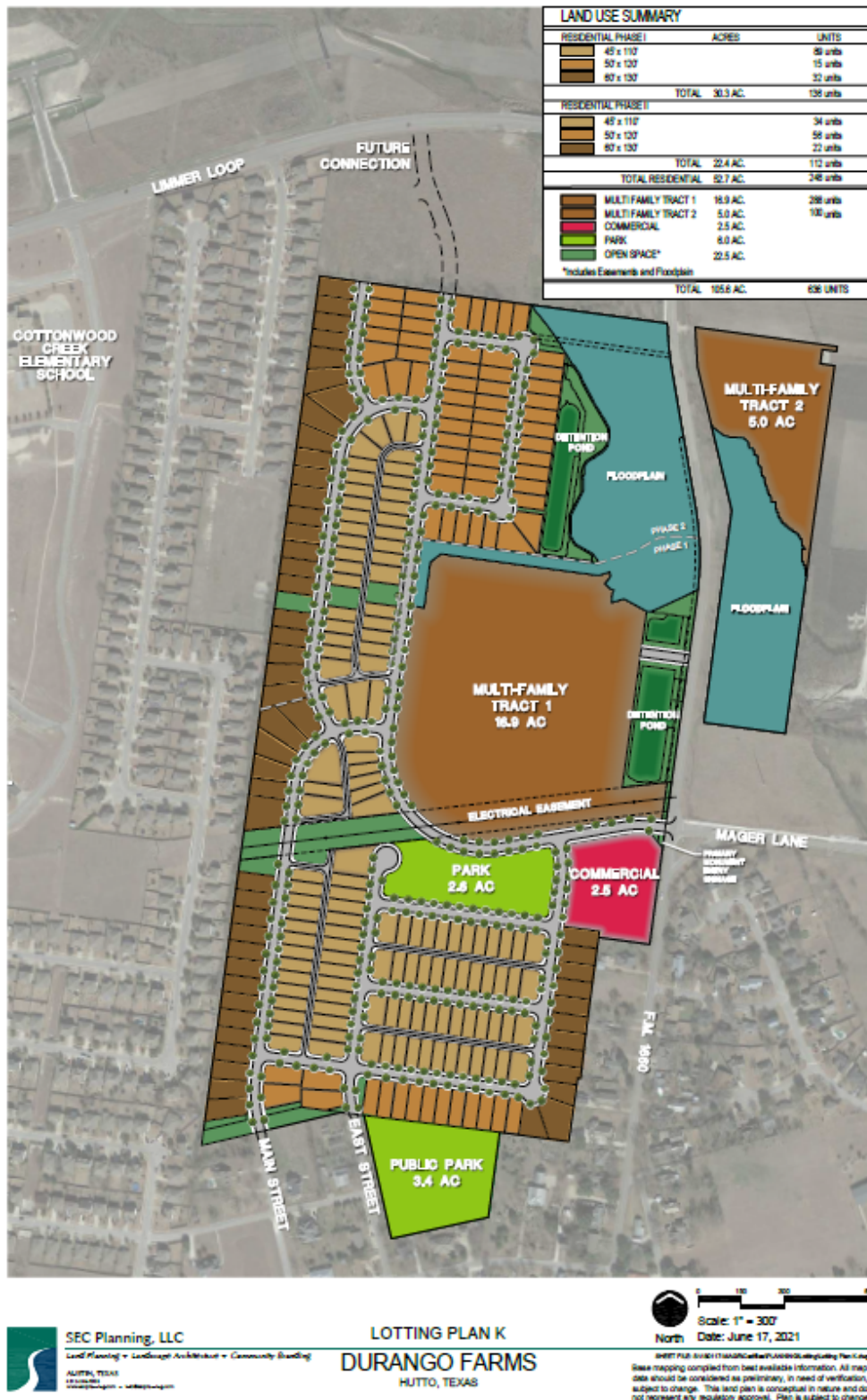


Exhibit "D"

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. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B 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]

ATTACHMENT D 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 Builder¹ 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: _____

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 21.1 acres, and Owner owning approximately 67.4 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 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 contractors' 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).

(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 a building permit 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 Authorized Improvements associated with F.M. 1660 that are identified in the SAP 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 that are identified in the SAP to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City. For the purposes of this Agreement, “accepted by the City” means the recording of a final approved plat for the Future Phase 2 Subdivision.

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 or any other homebuilder 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: _____

Title: _____

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..

(SEAL)

Notary Public, State of Texas

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.

(SEAL)

Notary Public, State of Texas

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: Elliot Jones

Title: Vice President, Land Acquisition

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 2.5 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-Benefitted 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

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;

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

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 2 of 3

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 ½-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;

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 3 of 3

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



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

COMMERCIAL PARCEL

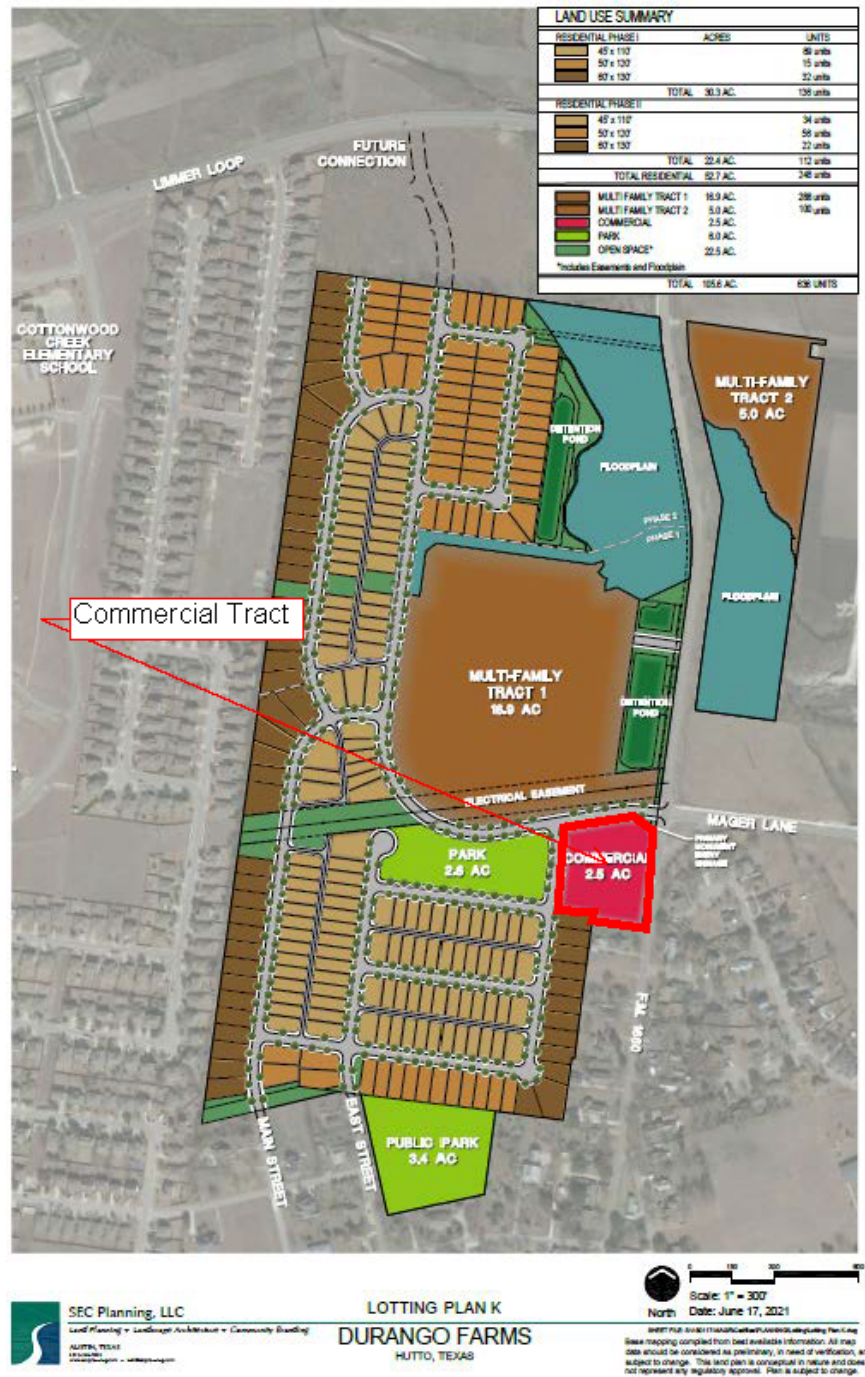


Exhibit "B-3"

MULTIFAMILY PARCEL

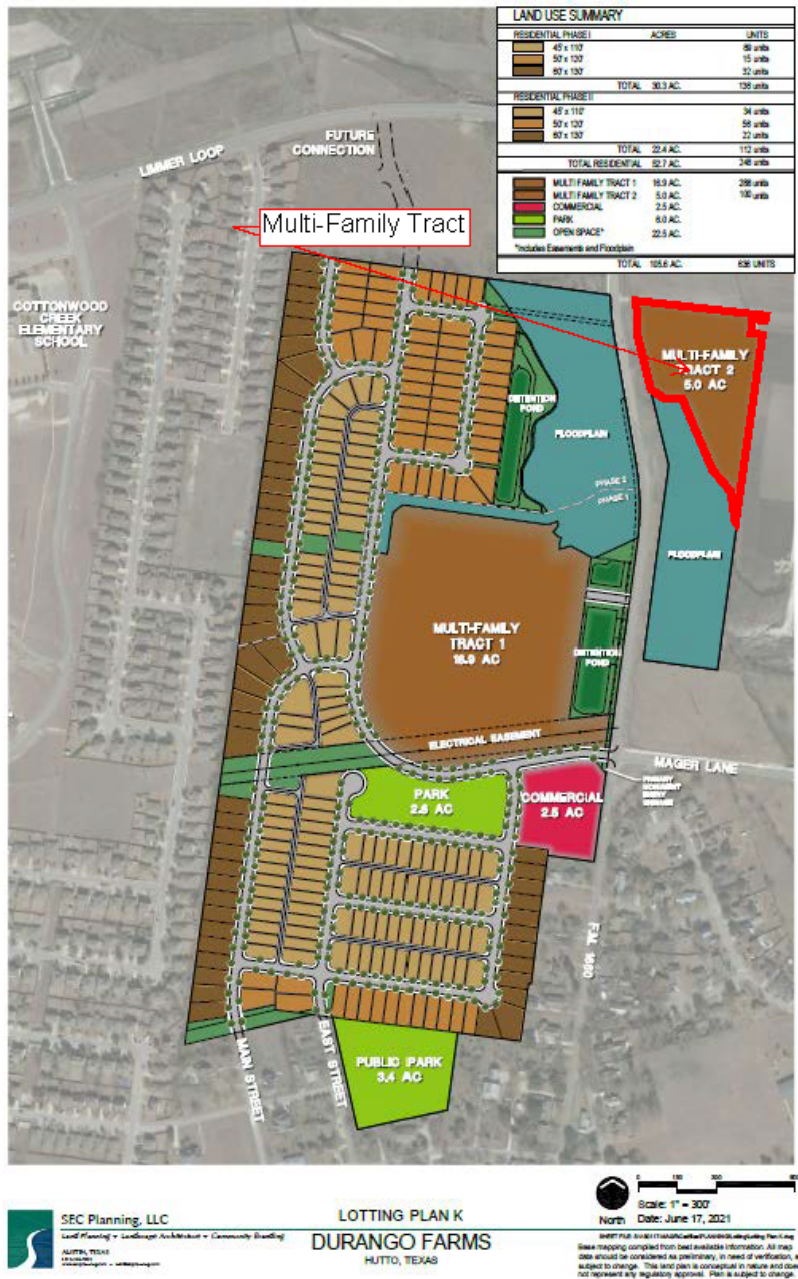


Exhibit "C"

CONCEPT PLAN

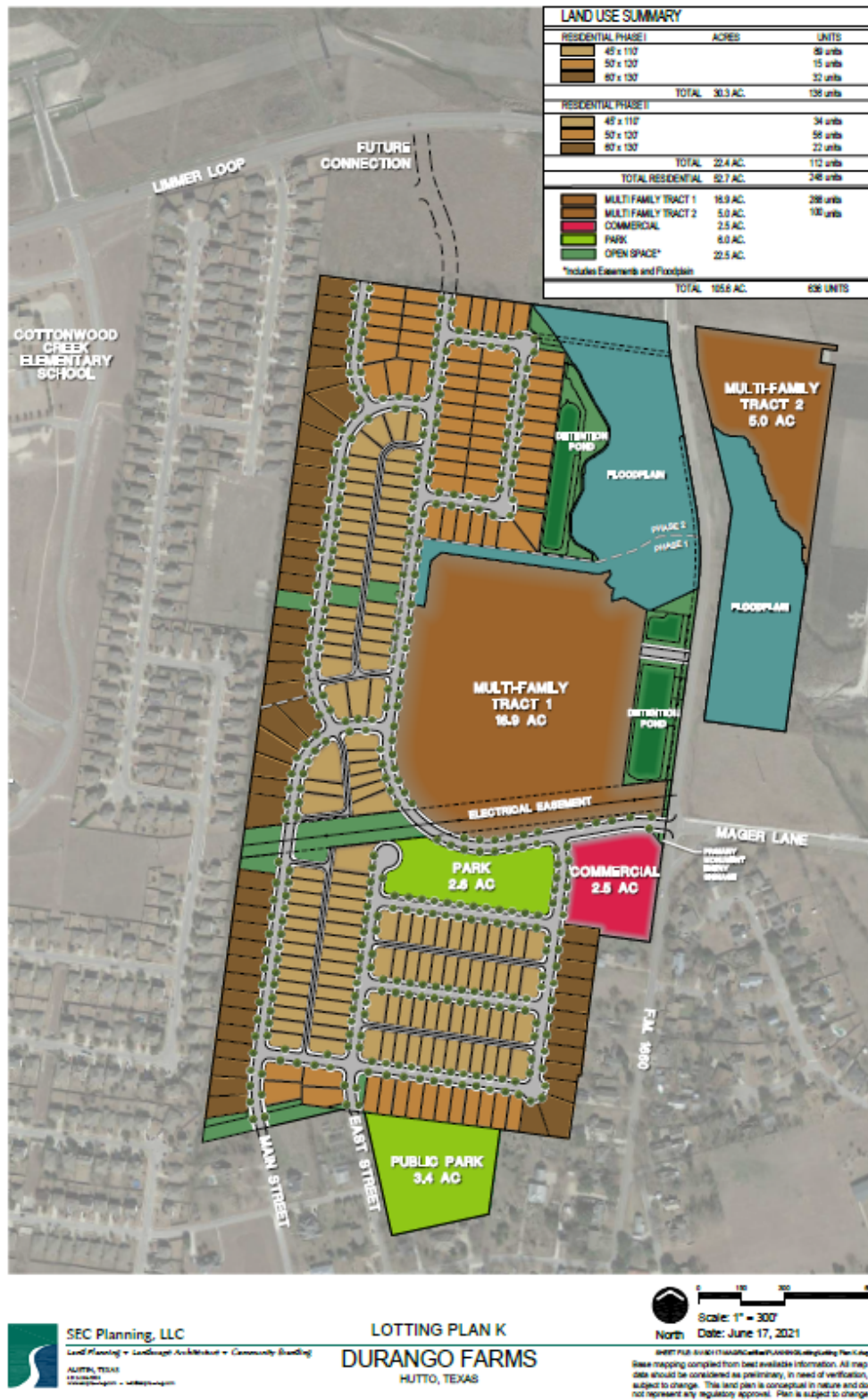


Exhibit "D"

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. Terms not defined herein have the definition given in the SAP:

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.

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. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B 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]

ATTACHMENT D 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 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. In the event state law conflicts with the form of notice provided herein, state law shall control.
2. A Builder¹ 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

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT TYPE 1 PRINCIPAL ASSESSMENT: []

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

AGENDA ITEM REPORT



To: City Council
Subject: Discussion and possible action on Resolution No. R-2021-140 authorizing the City Manager to execute an Impact Fee Credit or Reimbursement Agreement with Meritage Homes for the Cross Creek Development.(D.Palumbo)
Meeting: Thursday, September 2, 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: Discussion and possible action related to HNTB Master Services Agreement Supplemental Agreement No. 3 for ongoing Road Bond Projects.
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. City of Hutto Bond Program_City Council

A woman with long dark hair, wearing a dark patterned shirt, is looking down at a tablet computer she is holding. The background is a blurred city street at night, with lights creating a bokeh effect. The entire image has a blue tint.

CITY OF HUTTO BOND PROGRAM

PROJECT PROGRESS REVIEW

PROJECT HISTORY

- **Bond program work orders are first contracted by city on January 18, 2019**
- **Three task orders follow, each with supplemental agreements:**

Task Order 1

- **Preliminary Engineering and Development of Conceptual Designs, ROW Needs, and Costs Estimates for Five Projects:**
 - **FM 1660 at Limmer Loop**
 - **FM 1660 North of US 79**
 - **FM 1660 South of US 79**
 - **CR 132 US79/UPRR Overpass**
 - **Extension of Co-Op Boulevard to Carl Stern Boulevard**

PRELIMINARY ENGINEERING WORK ORDER 1 - LIMMER LOOP



PRELIMINARY ENGINEERING
WORK ORDER 1 - FM 1660 NORTH



PRELIMINARY ENGINEERING

WORK ORDER 1 - FM 1660 SOUTH



PROJECT HISTORY

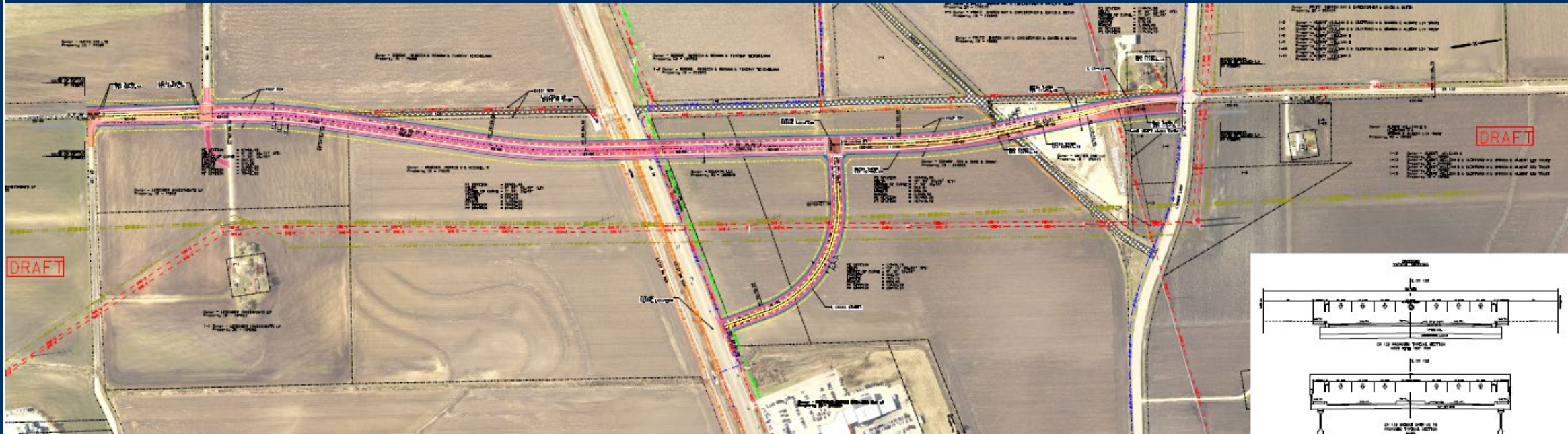
TASK ORDER 2 - County Road (CR) 132 US 79/UPRR Overpass

- **Evaluate Overpass Conceptual Approach**
- **Evaluate Big Picture Purpose & Need for CR 132**
- **Initiate Plans Specifications and Estimates (PS&E) Construction Documents**

Note: PS&E is an acronym used by engineers to identify plans that are being prepared for construction

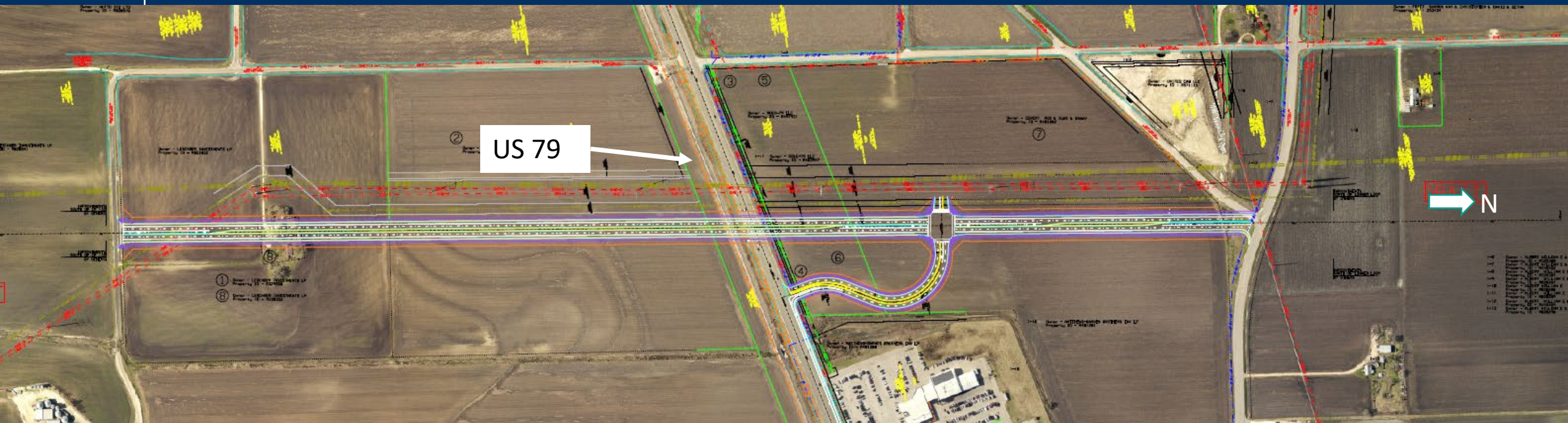
WORK ORDER 2 – CR 132 OVERPASS AT US 79 & UPRR

OPTION 1



WORK ORDER 2 – CR 132 OVERPASS AT US 79 & UPRR

OPTION 2



Project History

- **WORK ORDER 3**
- **PS&E Construction Documents for:**
 - **FM 1660 at Limmer Loop**
 - **FM 1660 North of US 79**
 - **FM 1660 South of US 79**

Current Work Order Status

- **WORK ORDER 1**

- **FM 1660 at Limmer Loop → Completed**
- **FM 1660 North of US 79 → Completed**
- **FM 1660 South of US 79 → Completed**
- **CR 132 US79/UPRR Overpass → Completed**
- **Extension of Co-Op Boulevard to Carl Stern Boulevard → Partially Completed and Abandoned at City Request**

Current Work Order Status

- **WORK ORDER 2**
 - **PS&E for County Road (CR) 132 US 79/UPRR Overpass and Realignment Partially Completed**
 - **Project Placed on Hold at City Request**

Current Work Order Status

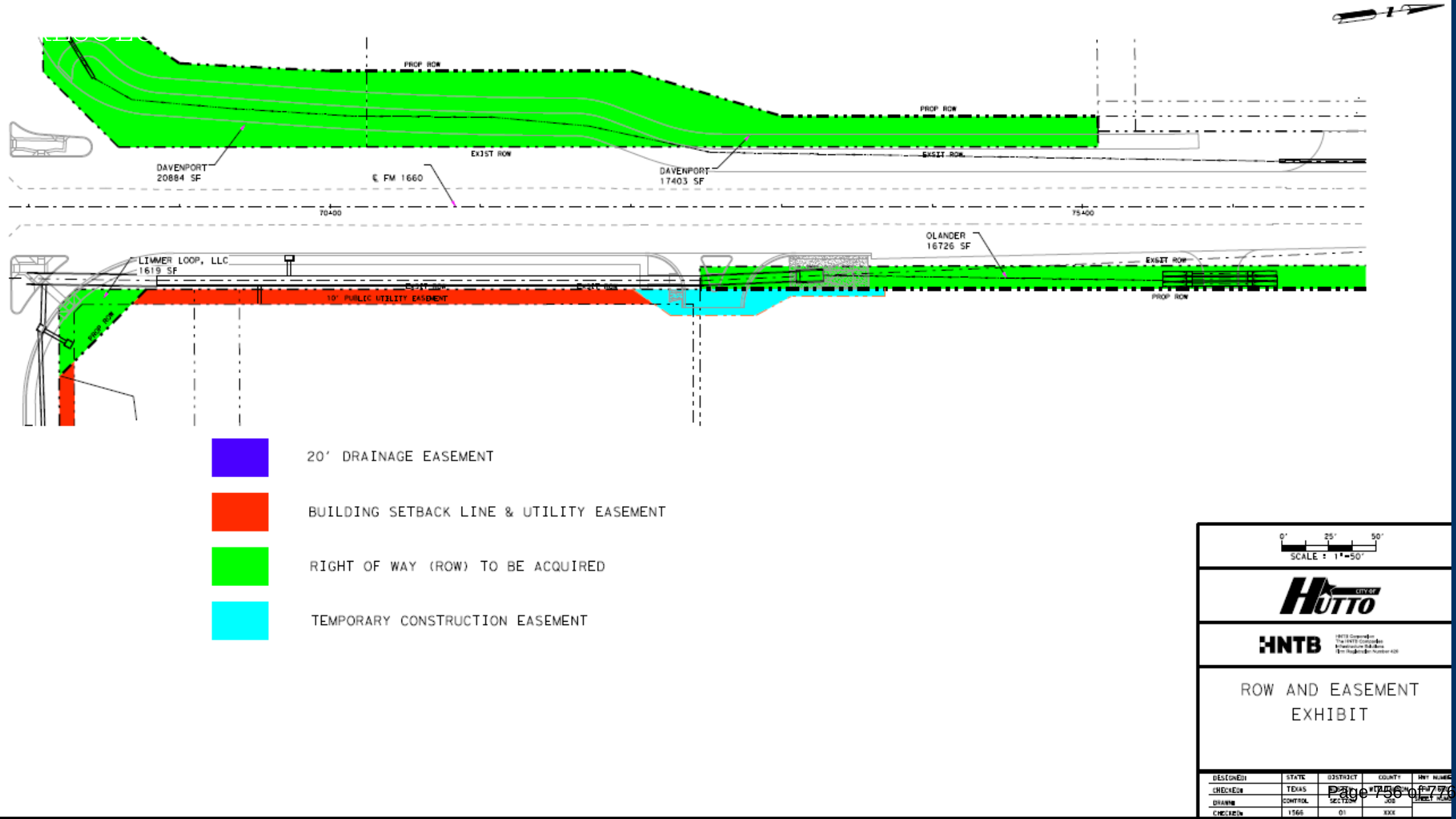
WORK ORDER 3 - FM 1660 AT LIMMER LOOP

❖ Completed to 90% PS&E

❖ Project Currently On Hold:

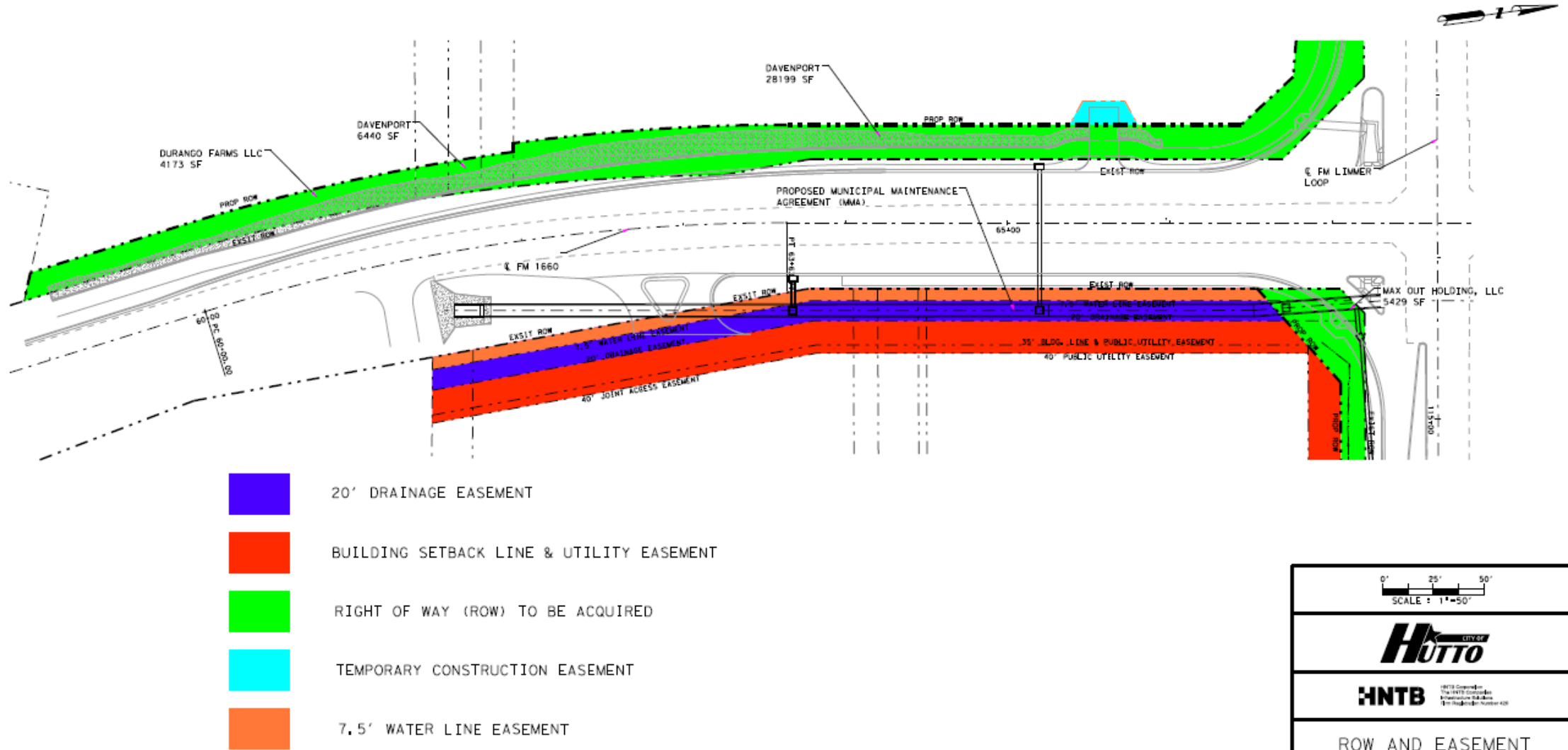
- Pending Utility Easement/Relocation Clear**
- Pending ROW Appraisals**
- Pending ROW Clear**
- Pending Advanced Funding Agreement**
- Resolution of Issues Above for Plan Resubmittal to TxDOT**

FM 1660 - Limmer Loop ROW & Utility Items Pending Resolution



FM 1660 - Limmer Loop

ROW & Utility Items Pending Resolution



0' 25' 50' SCALE: 1"=50'				
HNTB HNTB Corporation The HNTB Companies Infrastructure Solutions 1101 Highway 66, Suite 400				
ROW AND EASEMENT EXHIBIT				
DESIGNED	STATE	DATE	BY	APP. BY
CHECKED	TEXAS	DATE	BY	APP. BY
DRAWN	CONTROL	SECTION	JOB	SHEET NUMBER

Current Work Order Status

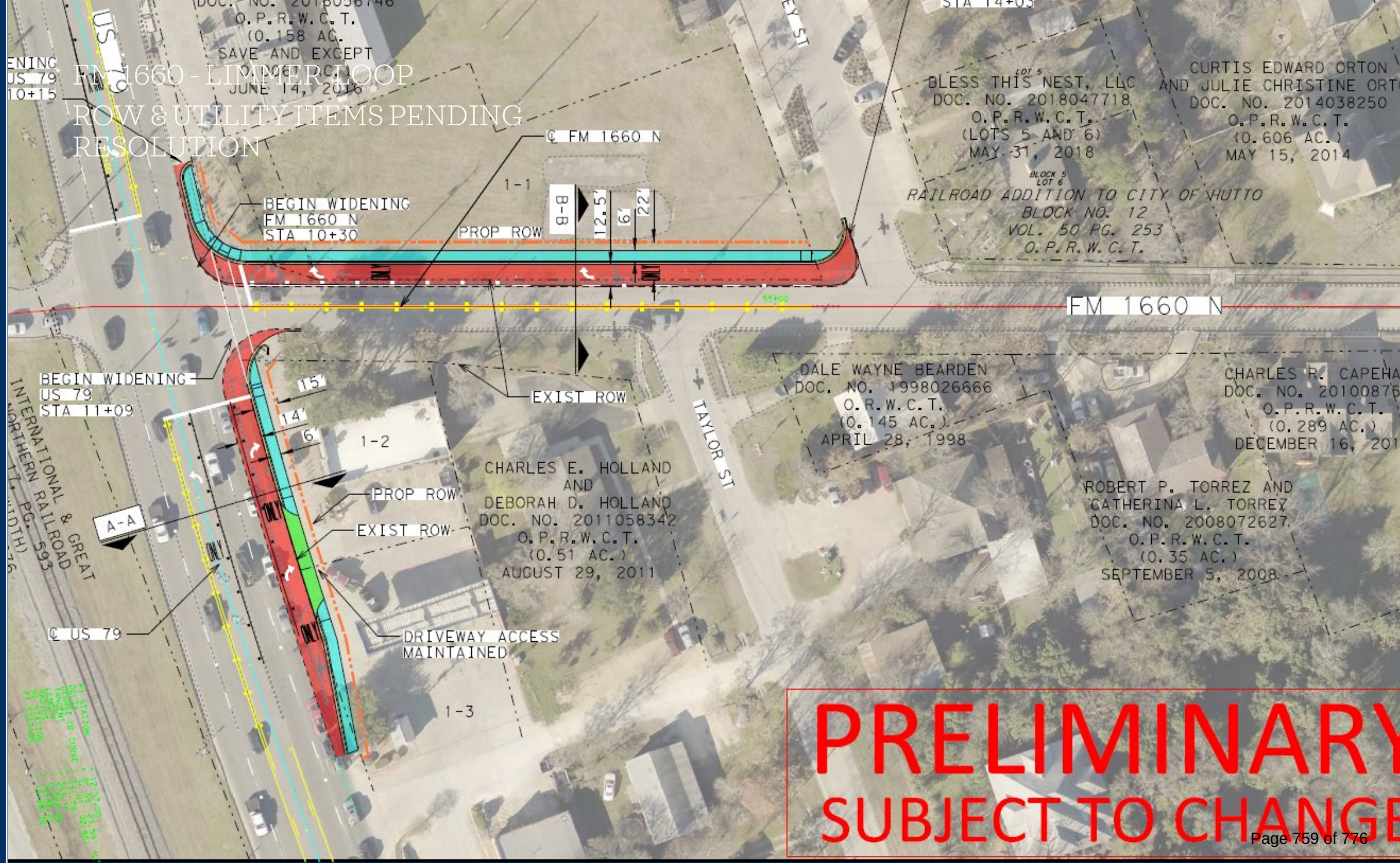
WORK ORDER 3 - FM 1660 North of US 79

❖Completed to 100% PS&E

❖Project Currently On Hold at City Request

- Pending Removal of US-79 Right-Turn Lane to FM 1660 North**
- Pending ROW Appraisals**
- Pending ROW Clear**
- Pending Advanced Funding Agreement**
- Resolution of Issues Above for Plan Resubmittal to TxDOT**

Right-Turn Lane Removal Pending Resolution



Current Work Order Status

WORK ORDER 3 - FM 1660 South of US 79

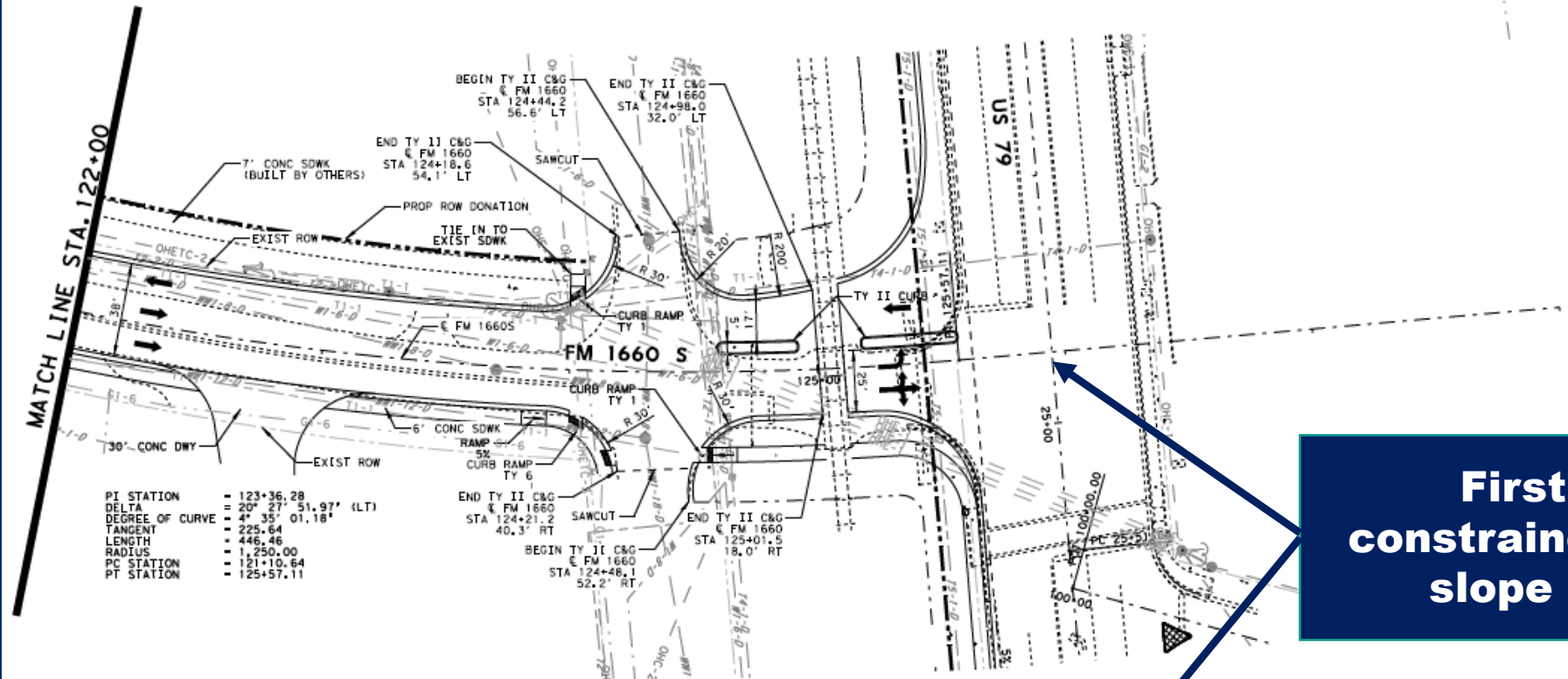
❖ Completed to 60% PS&E → 90% Plans Initiated

❖ Project Placed on Hold by City to Address UPRR Request to Improve FM 1660 Crossing over RR.

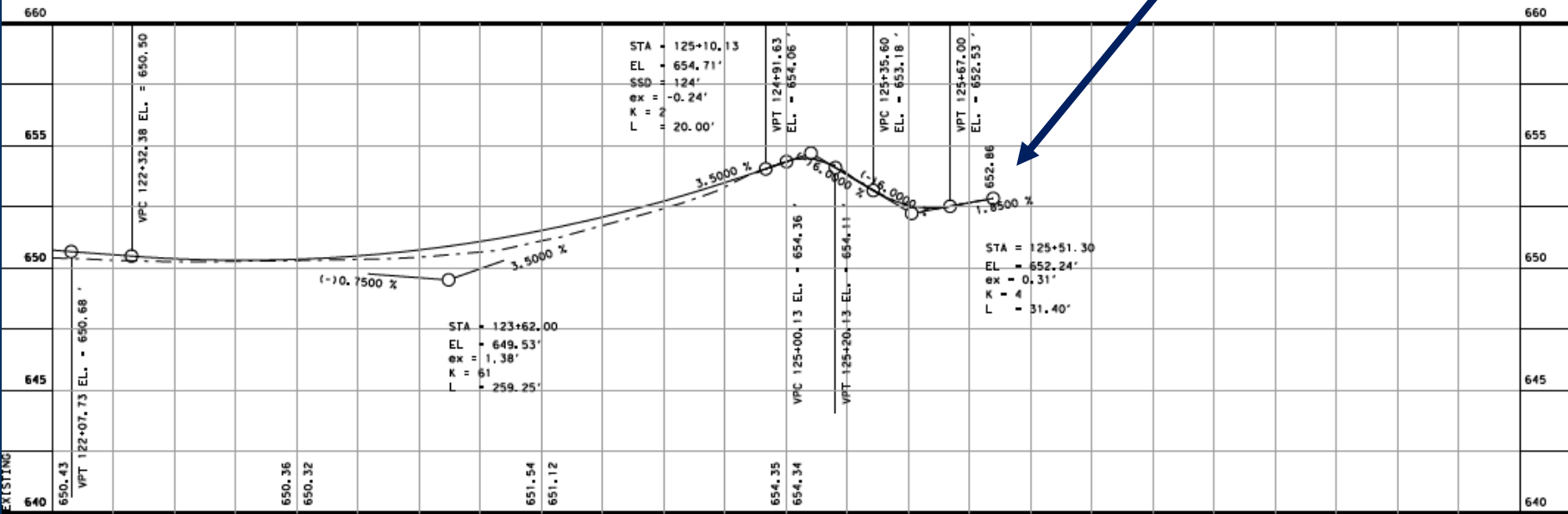
- Requires Redesign of Union Pacific Railroad Crossing (UP/City request)**
- Project has been awarded a Consolidated Rail Infrastructure and Safety Improvements Grant (CRISI Grant)**
- FRA / TxDOT to share 39% of Engineering and Construction Costs with City**

FM 1660 South of US 79

Railroad Crossing Improvements

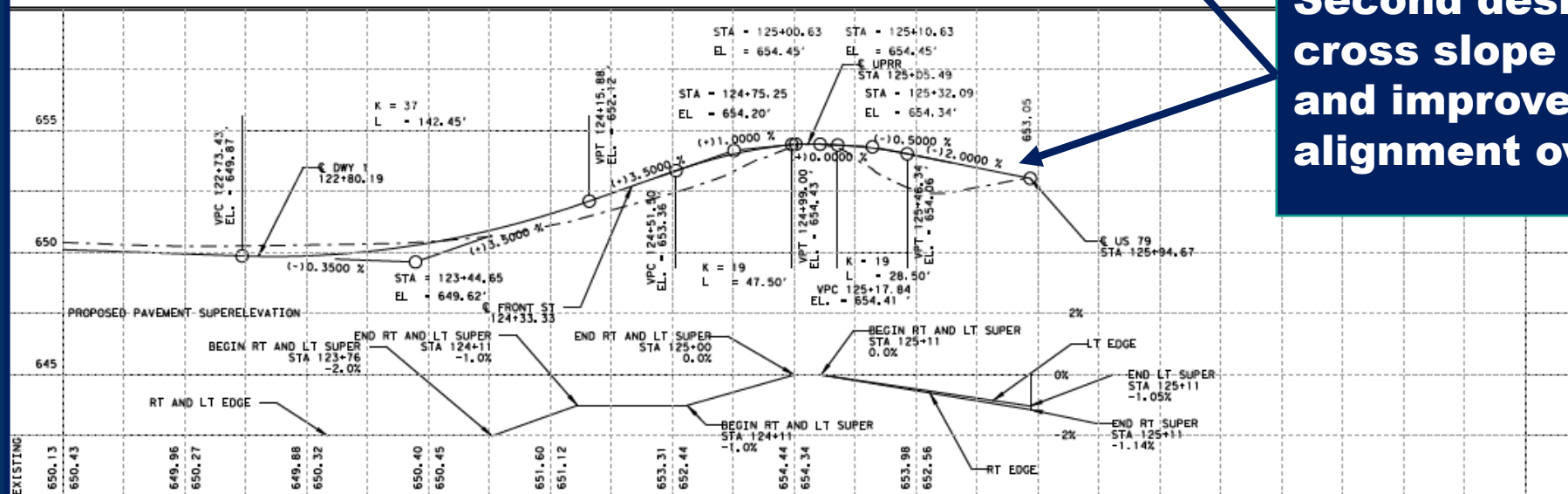
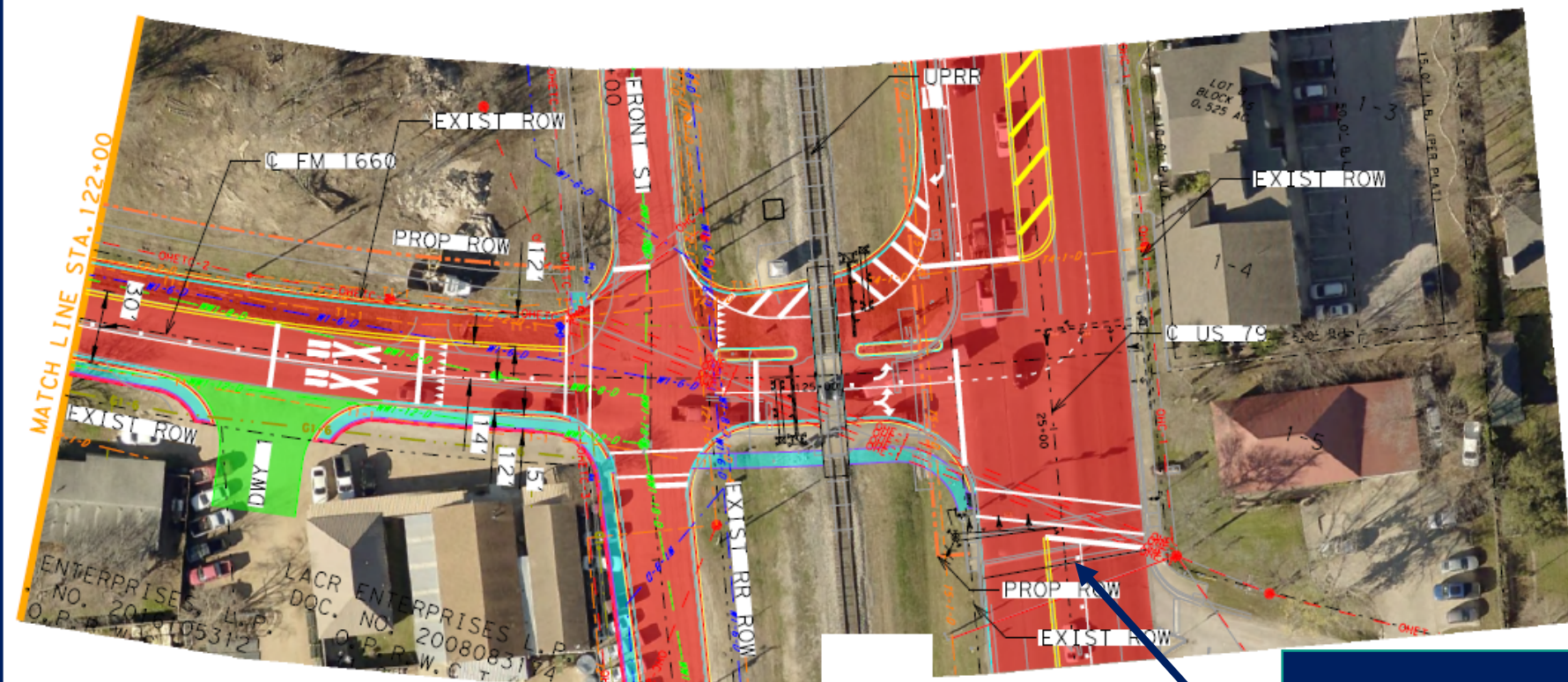


**First design
constrained by cross-
slope of US 79**



FM 1660 South of US 79

Railroad Crossing Improvements

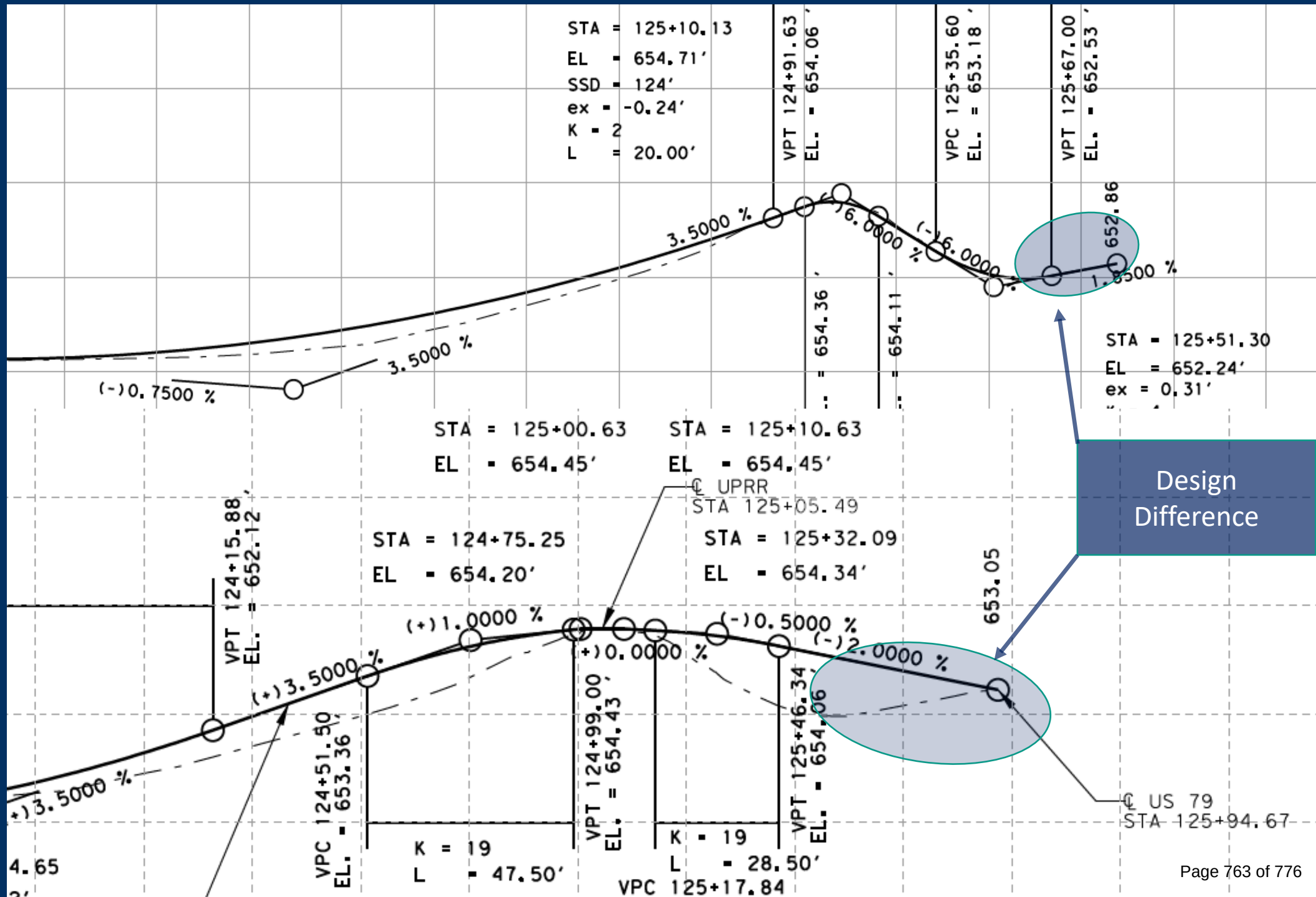


Second design reverses cross slope of US 79 and improves vertical alignment over RR

INTERIM REVIEW ONLY	
CONCEPTUAL EXHIBIT	
HNTB	
HNTB Corporation The HNTB Companies Infrastructure Solutions Plan Registration Number 400	
FM 1660 SOUTH	
CONCEPTUAL EXHIBIT	
PLAN SCALE: 1"=50'	PROFILE SCALE: 1"=5'
DESIGNED: [Signature]	STATE: TEXAS
CHECKED: [Signature]	AUSTIN
	WELLSAMSON
	FM 1660S
	133557 NUMBER

FM 1660 South of US 79

Railroad Crossing Improvements



What is Next?

- **CITY COUNCIL APPROVAL IS NEEDED TO PROCEED FORWARD WITH DESIGN ALTERATIONS FOR ALL THREE PROJECTS:**
 - **Limmer Loop**
 - **FM 1660 North of US 79**
 - **FM 1660 South of US 79**
- **CITY COUNCIL APPROVAL IS NEEDED TO USE REMAINING BUDGETED FUNDS TO CONTINUE ENGINEERING DESIGN EFFORTS**

SUPPLEMENTAL AGREEMENT

Supplemental Agreement No. 3 to Work Order No. 3				
SUMMARY BY PROJECT				
	TASK	OVERALL		
		Labor	Expenses	Total
ENGINEERING & ROW CLEAR	Engineering - Limmer Loop	\$241,868.41	\$85,585.60	\$327,454.01
	Engineering - FM 1660 North of US 79	\$173,281.03	\$10,803.20	\$184,084.23
	Engineering - FM 1660 South of US 79	\$475,425.79	\$10,698.20	\$486,123.99
	Total Engineering	\$890,575.23	\$107,087.00	\$997,662.23
SUPPORT SERVICES	Overall Project Management	\$122,593.62		\$122,593.62
	Survey Coordination	\$32,197.11		\$32,197.11
	Utility Engineering	\$28,319.78		\$28,319.78
	Public Involvement	\$60,485.92		\$60,485.92
	Total Support Services	\$243,596.43	\$0.00	\$243,596.43
	Grand Total -->	\$1,241,258.66		

AVAILABLE BOND DOLLARS

Bond Program Budgeted Funds			
	Contracted Amount	Work Order Dollars Used or Committed	Remaining \$ in W.O. or Master Contract
City of Hutto / HNTB Master Contract for Engineering Services (Not to Exceed Amount)	\$6,500,000.00	\$0.00	N/A
Work Order 1 (Includes S. A. No. 1 & 2)	\$814,416.23	\$814,416.23	\$0.00
Work Order 2 (Includes S. A. No. 1 & 2)	\$3,111,931.85	\$1,106,511.34	\$2,005,420.51
Work Order 3 (Includes S.A. No. 1 & 2)	\$2,348,207.48	\$2,348,207.48	\$0.00
Uncommitted Master Contract Funds	\$225,444.44	\$0.00	\$225,444.44
Budgeted Funds Available for Additional Engineering Services			\$2,230,864.95
Supplemental Agreement No. 3 to Work Order No. 3 for Additional Engineering Services for Limmer Loop, FM 1660 North, FM 1660 South			\$1,241,258.66
Remaining Uncommitted Dollars in Master Contract after S.A. is Approved -->			\$989,606.29

SCHEDULE

Project Timeline																
City of Hutto Bond Program	Jan-Mar 2019	Apr-June 2019	Jul-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020	Jul-Sept 2020	Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	Jul-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	Jul-Sept 2022	Oct-Dec 2022
Master Contract Signed	1/18/2019															
Work Order 1	2/18/2019				10/1/2019											
Supplemental Agreement No.1 to W.O. #1							7/27/2020		6/23/2021							
Supplemental Agreement No.2 to W.O. #1							10/1/2020									
Work Order 2			8/15/2020 (*)						11/12/2020							
Supplemental Agreement No.1 to W.O. #2				10/25/2019					11/12/2020							
Work Order 3			9/4/2019													
Supplemental Agreement No.1 to W.O. #3					3/10/2020											
Supplemental Agreement No.2 to W.O. #3							8/19/2020									
Supplemental Agreement No.3 to W.O. #3											??					

QUESTIONS

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action amending an Ordinance on school zones.
(Councilmember Villarreal Salvo)
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

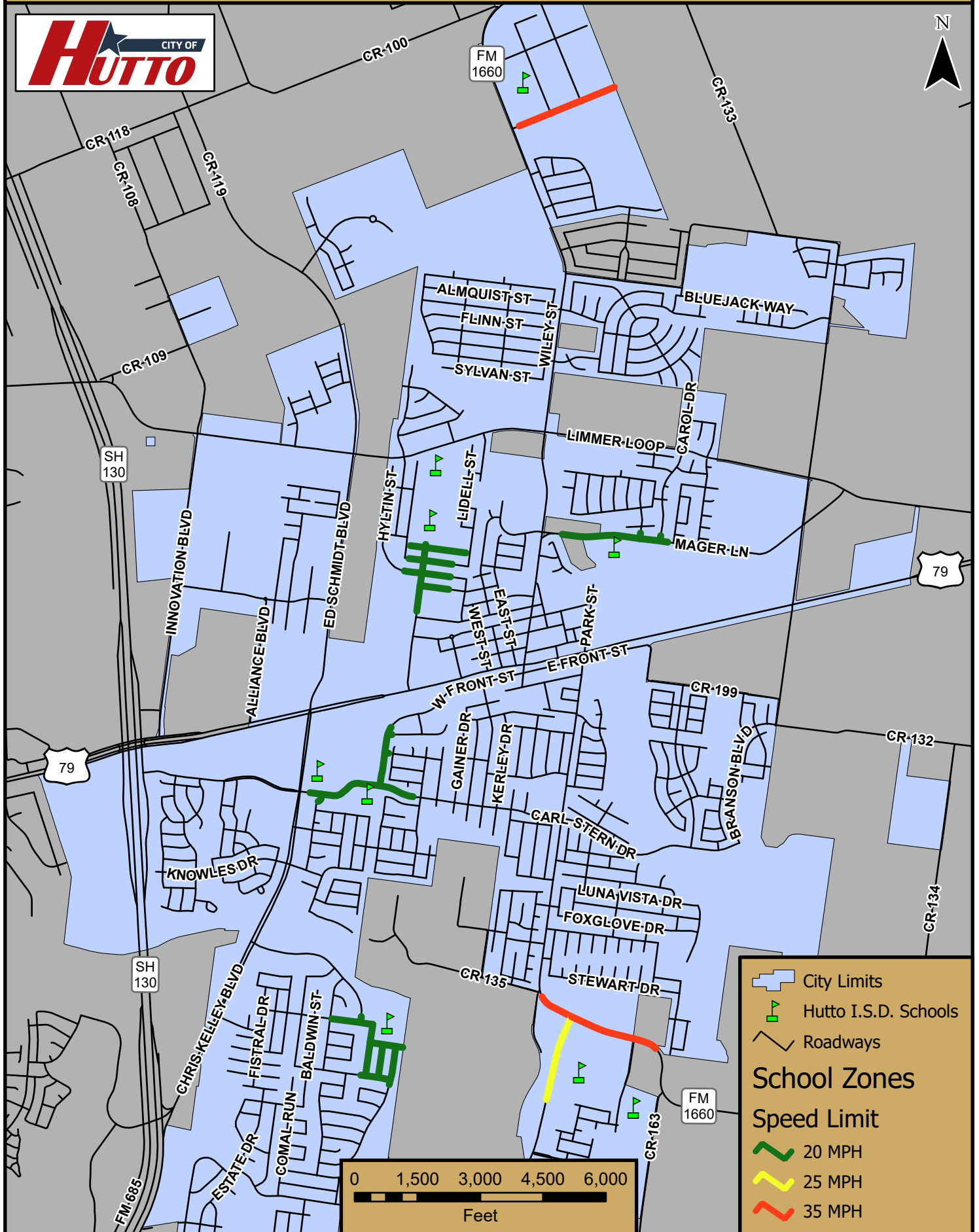
FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021_School_Zones_Ordinance

School Zones Ordinance



AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action regarding filing a notice on the Electronic Municipal Market Access website, a service of the Municipal Securities Rulemaking Board, regarding past actions by City Officials and Administrators involving bond issuances and expenditure of bond proceeds. (D.Palumbo)
Meeting: Thursday, September 2, 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, Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government, and Advisory Committees.
Meeting: Thursday, September 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 8-27-21

BOARDS AND COMMISSIONS MASTER LIST as of 8/27/21					
			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	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	Deborah	McPherson	Member	8/19/21	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
Place 3	Robert	Balcer	Member	8/19/21	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	Kelly	Lewis	Member	8/19/21	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	Cheney	Gamboa	Member	8/19/21	6/30/23
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	Vacant		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