



City of Hutto

Agenda

City Council Meeting

Thursday, August 3, 2023 at 7:00 PM

City Council Chambers

Hutto City Hall

500 W. Live Oak Street

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. PROCLAMATION

5.1. Hutto Farmer's Market Week - August 6 - 12, 2023

6. CITY MANAGER COMMENTS

7. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on August 3, 2023. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

8. PRESENTATION

8.1. Quarterly update from Chamber of Commerce (Joe Gonzalez)

8.2. Monthly Capital Improvement Projects Update Presentation (Matt Rector)

8.3. Budget Presentation (City Manager James Earp)

9. BOARDS AND COMMISSIONS ACTION

9.1. 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.

10. ORDINANCES

10.1. Consideration and possible action on Ordinance No. O-2023-052 creating a Stormwater

Management Program (Matt Rector)

- a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter.
- 10.2. Consideration and possible action on Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program (Matt Rector)
- 10.3. Consideration and possible action amending Chapter 8, Stormwater and Drainage Standards, of the Unified Development Code to provide for cost participation of stormwater and drainage improvements (Legal)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 10.4. Consideration and possible action amending Section 10.615, Road Adequacy Standards, of the Unified Development Code to provide for cost participation of transportation extensions (Legal)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 10.5. Consideration and possible action approving Ordinance No. O-2023-049 amending Chapter 9, Water & Wastewater Standards, of the Hutto Unified Development Code by adding section 10.905, Developer Cost Participation for extension of water and wastewater main utility extensions (Legal)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 10.6. Consideration and possible action approving Ordinance No. O-2023-050 amending Article 14.07, Discrimination, of the Hutto Code of Ordinances to prohibit discrimination based on gender identity or sexual orientation (First Reading) (Councilmember Dan Thornton and Mayor Pro Tem Peter Gordon)

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2023-175 appointing a Charter Review Commission and providing recommendations for the Charter Review Commission to review (Councilmember Randal Clark, Mayor Pro Tem Peter Gordon)

12. OTHER BUSINESS

- 12.1. Consideration and possible action relating to Texas Attorney General Opinion AC-0001 relating to whether, under Texas Constitution Article XVI, Section 40, a State employee receiving all or part of their compensation from State funds may also receive compensation as an elected member of the Hutto City Council (Legal)
- 12.2. Discussion and possible action to reschedule the October 5th City Council meeting (James Earp)

13. CONSENT AGENDA ITEMS

- 13.1. Consider and possible action approving Resolution No. R-2023-180 finding that Oncor Electric Delivery Company LLC's application to amend its distribution cost recovery factor and update generation riders to increase distribution rates within the City should

be denied; authorizing participation with the steering committee of cities served by Oncor; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (Legal)

- 13.2. Consideration and possible action on Resolution R-2023-168 approving an Economic Development Performance Agreement for Project Hutto Hospitality as approved by the Hutto Economic Development Corporation via Resolution R-2023-150 at their meeting on July 10, 2023 (Bob Farley)
- 13.3. Consideration and possible action relating to Resolution No. R-2023-174 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with Associated Construction Partners, Ltd. in the amount of \$119,894.39 related to the Frameswitch 20 Million Gallons per Day (MGD) Pumping Station and 3.0 Million Gallon (MG) Ground Storage Tank (GST) projects (CIP W-01 and W-03) (Matt Rector)
- 13.4. Consideration and possible action relating to Resolution No. R-2023-179 of the City of Hutto, Texas, approving housing reimbursement to the Interim Finance Director; and authorizing the City Manager to provide the reimbursement from budgeted funds and budget amendment (Legal)
- 13.5. Consideration and possible action on Ordinance No. O-2023-038 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Cross Creek Public Improvement District (Anne LaMere)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.6. Consideration and possible action relating to Ordinance No. O-2023-039 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Durango Farms Public Improvement District (Anne LaMere)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.7. Consideration and possible action on Ordinance No. O-2023-041 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Cottonwood Creek Public Improvement District (Anne LaMere)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.8. Consideration and possible action on Ordinance No. O-2023-042 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Mustang Creek Public Improvement District (Anne LaMere)
 - a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.9. Consideration and possible action on Ordinance No. O-2023-047 accepting and

approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Co-Op Public Improvement District (Anne LaMere)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

- 13.10. Consideration and possible action approving Resolution No. R-2023-177 approving the amendment to the Interlocal Agreement between Williamson County Radio Communication System (RCS) and the City of Hutto and other "RCS Parties" (Jeff Yarbrough)
- 13.11. Consideration and possible action approving Resolution No. R-2023-178 relating to amending the City Manager's Contract, including but not limited to, Section 12 of the Agreement (Mayor Mike Snyder)
- 13.12. Consideration and possible action on Ordinance No. O-2023-040 for the proposed Specific Use Permit request for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6) (Second Reading) (Ashley Bailey)
- 13.13. Consideration and possible action on approving the July 10 Special Called Joint Economic Development Corporation and City Council, July 20 Work Session, July 20 City Council, and July 22 Special Called City Council meeting minutes (Angela Lewis)

14. 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).

- 14.1. Consideration and possible action relating to Resolution No. R-2023-181 of the City of Hutto, Texas, authorizing the City Manager to negotiate and execute an agreement for a Wholesale Water Supply Contract for up to four (4) million gallons per day (MGD) of water supply
- 14.2. Consideration and possible action relating to Resolution No. R-2023-182 of the City of Hutto, Texas, authorizing the City Manager to execute a Groundwater Reservation Agreement to reserve up to five (5) million gallons per day (MGD) of Reserved Water from existing permitted groundwater rights from a Groundwater Source and negotiate a Groundwater Supply Contract from the same provider.
- 14.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

15. ACTION RELATIVE TO EXECUTIVE SESSION

- 15.1. Consideration and possible action on Executive Session Agenda Items

16. 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.

16.1. General Comments from City Council

16.2. Future Agenda Items

17. ADJOURNMENT

18. CERTIFICATION

I certify that this notice of the August 3, 2023 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on 7/31/23 before 6:00 P.M.



Angela Lewis
Angela Lewis

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 Angela.Lewis@huttotx.gov or call (512) 759-4033 for assistance.



A PROCLAMATION RECOGNIZING HUTTO FARMERS MARKET WEEK AUGUST 6TH-12TH, 2023

WHEREAS, HUTTO AREA FARMERS AND RANCHERS PROVIDE CITIZENS WITH ACCESS TO HEALTHFUL, LOCALLY, AND REGIONALLY PRODUCED FOODS THROUGH FARMERS MARKETS, WHICH ARE EXPANDING AND EVOLVING TO ACCOMMODATE THE DEMAND FOR A DIVERSE ARRAY OF AGRICULTURAL PRODUCTS, AND

WHEREAS, FARMERS MARKETS AND OTHER AGRICULTURAL DIRECT MARKETING OUTLETS PROVIDE INFRASTRUCTURE TO ASSIST IN THE DISTRIBUTION OF FARM AND VALUE-ADDED PRODUCTS, THEREBY CONTRIBUTING APPROXIMATELY \$9 BILLION EACH YEAR TO THE U.S. ECONOMY, AND

WHEREAS, FARMERS MARKETS SERVE AS SIGNIFICANT OUTLETS BY WHICH SMALL-TO-MEDIUM, NEW AND BEGINNING, AND VETERAN AGRICULTURAL GROWERS AND PRODUCERS MARKET THEIR AGRICULTURAL PRODUCTS, GENERATING REVENUE THAT SUPPORTS THE SUSTAINABILITY OF FAMILY FARMS AND THE REVITALIZATION OF RURAL COMMUNITIES LIKE HUTTO, AND

WHEREAS, THE CITY OF HUTTO RECOGNIZES THE IMPORTANCE OF EXPANDING AGRICULTURAL MARKETING OPPORTUNITIES THAT: ASSIST AND ENCOURAGE THE NEXT GENERATION OF FARMERS AND RANCHERS; EDUCATE OUR YOUTH ON THE IMPORTANCE OF FARMING; GENERATE FARM INCOME TO HELP STIMULATE BUSINESS DEVELOPMENT AND JOB CREATION; BUILD COMMUNITY CONNECTIONS THROUGH RURAL AND URBAN LINKAGES; AND MORE;

WHEREAS, THE HUTTO FARMERS MARKET RECOGNIZES THE IMPORTANCE OF CREATING A MORE INFORMED AND ENGAGED COMMUNITY THAT CARES ABOUT THE ENVIRONMENT AND THE PEOPLE WHO ARE SO DEEPLY CONNECTED TO IT.

NOW, THEREFORE, TO FURTHER AWARENESS OF FARMERS MARKETS' CONTRIBUTIONS TO **HUTTO** LIFE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, TX, DO HEREBY PROCLAIM THE WEEK OF AUGUST 6-12, 2023, AS HUTTO FARMERS MARKET WEEK, IN CONJUNCTION WITH THE OBSERVANCE OF NATIONAL FARMERS MARKET WEEK. WE CALL UPON HUTTO CITIZENS TO CELEBRATE FARMERS MARKETS WEEK WITH APPROPRIATE OBSERVANCE AND ACTIVITIES.

PROCLAIMED THE 3RD DAY OF AUGUST 2023

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR

AGENDA ITEM REPORT

8.1.



To: City Council
Subject: Quarterly update from Chamber of Commerce (Joe Gonzalez)
Meeting: Thursday, August 3, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None



CIP Progress Update
TRANSPORTATION, WATER & WASTEWATER

FM 1660 at Limmer Loop (HNTB) **T2**

Status

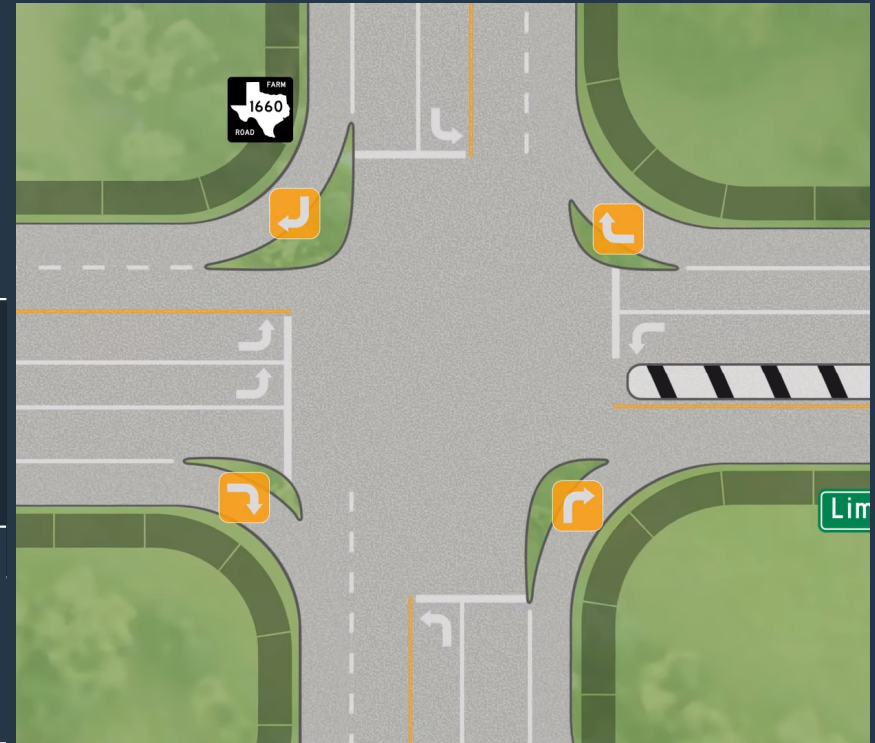
- Out for bidding

What's Next

- Bid opening 8/23/23
- Award Contract (ant. 9/7/23)
- TxDOT concurrence (ant. 9/25/23)
- Pre-construction (ant. 10/30/23)

Anticipated Timeline

- Design completion: CY23, Q2
- Bid start: CY23, Q3
- Construction start: CY23, Q4
- Completion: CY24, Q3



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**Building
the Future**

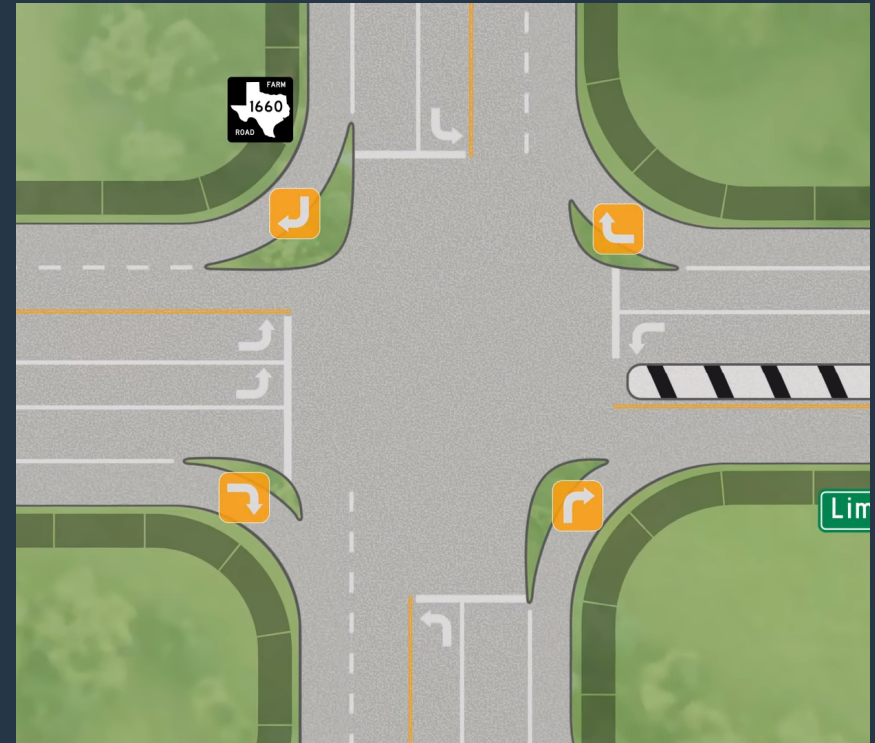


FM 1660 at Limmer Loop (HNTB)

cont. **T2**

FY 23 CIP Budget	\$5,374,400
Encumbered FY 23	\$59,741
Spent to Date FY 23	\$1,441,202
FY 23 Budget Remaining (Budget- Encumbered)	\$3,873,457
Five Year CIP Estimate	\$7,440,100
Prior Year Expenditures	3,612,884*
Project Total Encumbered	4,427,267*
Project Total Spent	5,338,279*

* Total budget can't be easily determined due to previous purchase order issuance and set up



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**Building
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CR 137 from FM 1660 to Brushy Creek (Garver) **T4**

Status

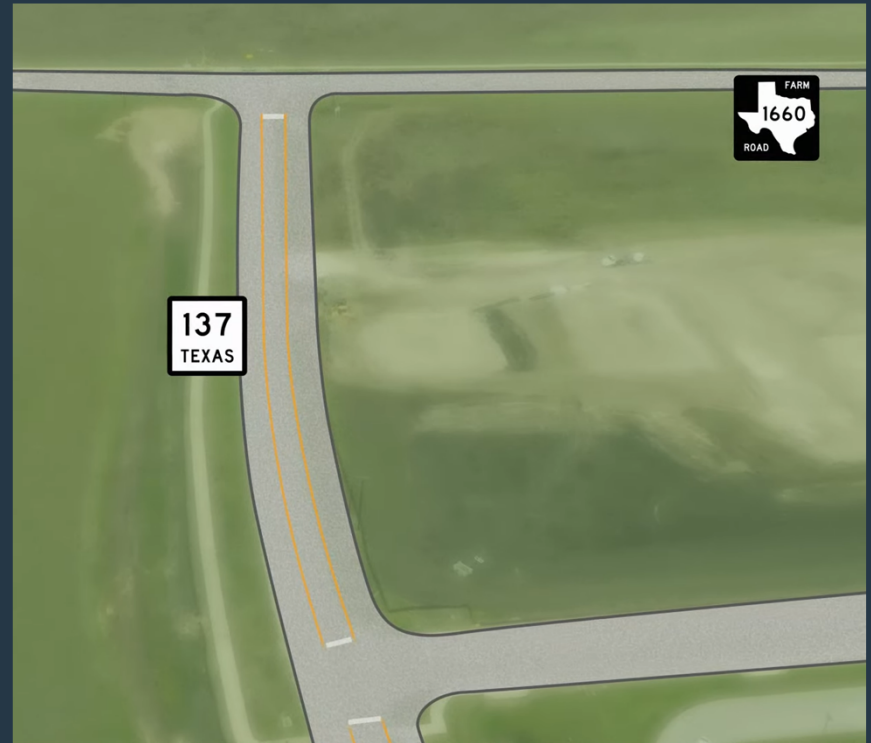
- In discussion with TxDOT about intersection improvements

What's Next

Proceed with 60% Design

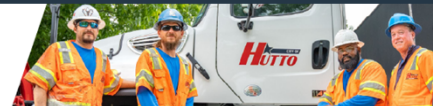
Anticipated Timeline

- Design: CY22, Q4
- Public Meetings Completed
- Bid: CY23, Q4 or CY24, Q1
- Construction Start: CY24, Q1
- Completion: CY25, Q3



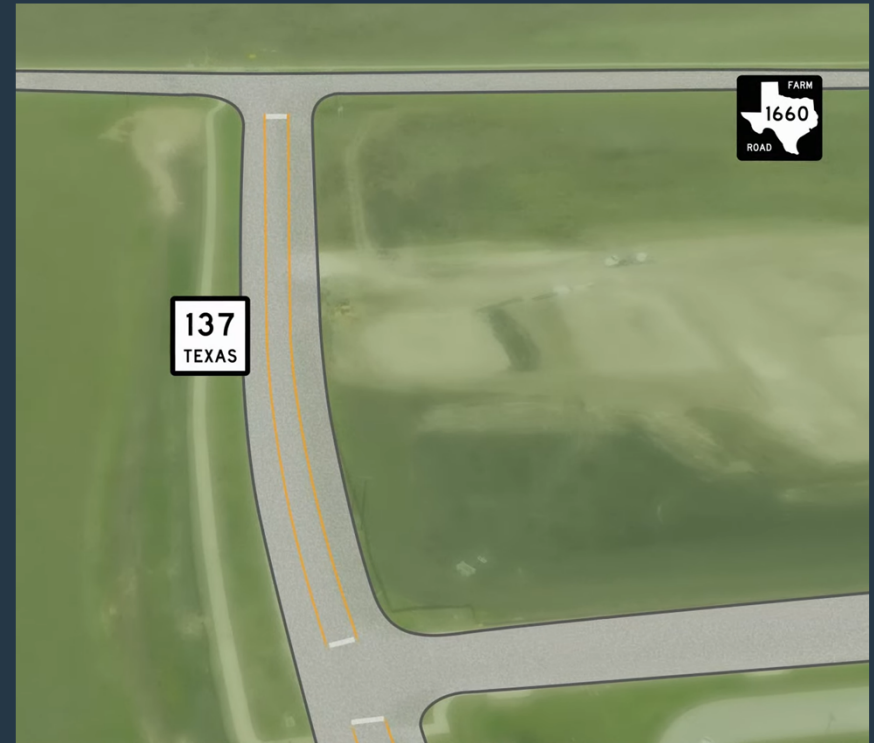
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**Building
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CR 137 from FM 1660 to Brushy Creek (Garver)*cont.* **T4**

FY 23 CIP Budget	\$776,000
Encumbered FY 23	\$743,307
Spent to Date FY 23	\$335,794
FY 23 Budget Remaining (Budget- Encumbered)	\$32,963
Five Year CIP Estimate	\$4,976,000
Prior Year Expenditures	\$0
Project Total Encumbered	\$743,307
Project Total Spent	\$335,794



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**Building
the Future**



CR 199 Repairs **T13**

Status

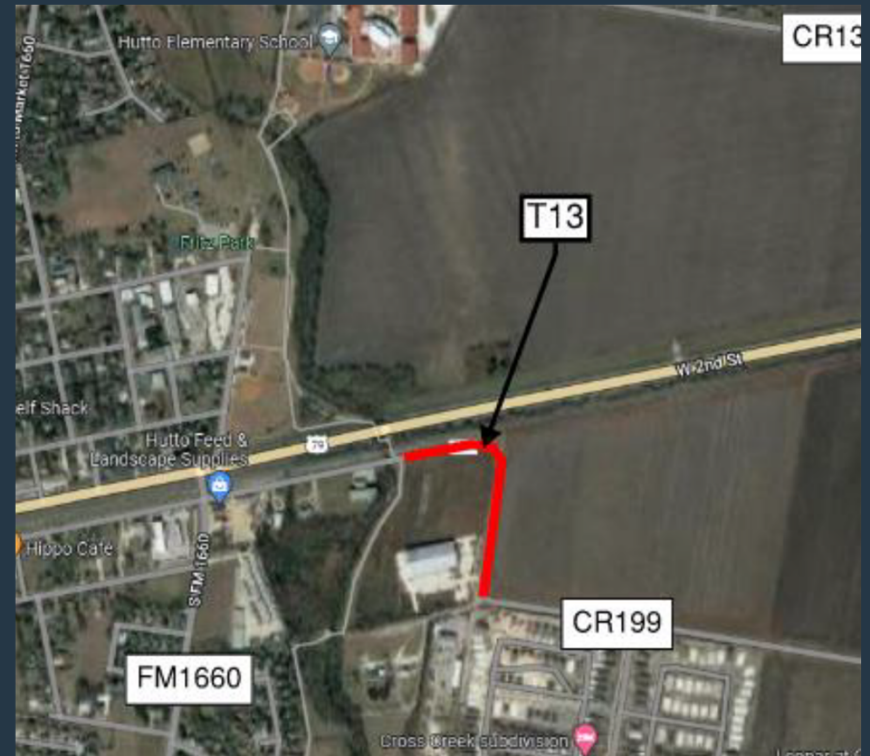
- Geotechnical field work complete
- Staff reviewing final Geotechnical report

What's Next

Staff is working on the bid package

Anticipated Timeline

- Design: CY23, Q3
- Bid: CY23, Q4
- Construction: CY23, Q4
- Completion: CY23, Q4



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CR 199 Repairs *cont.* **T13**

FY 23 CIP Budget	\$246,000
Encumbered FY 23	\$20,338
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$225,662
Five Year CIP Estimate	\$246,000
Prior Year Expenditures	\$0
Project Total Encumbered	\$20,338
Project Total Spent	\$0



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CIP
TRANSPORTATION

FM 1660 North at US 79 (HNTB) T1

Status

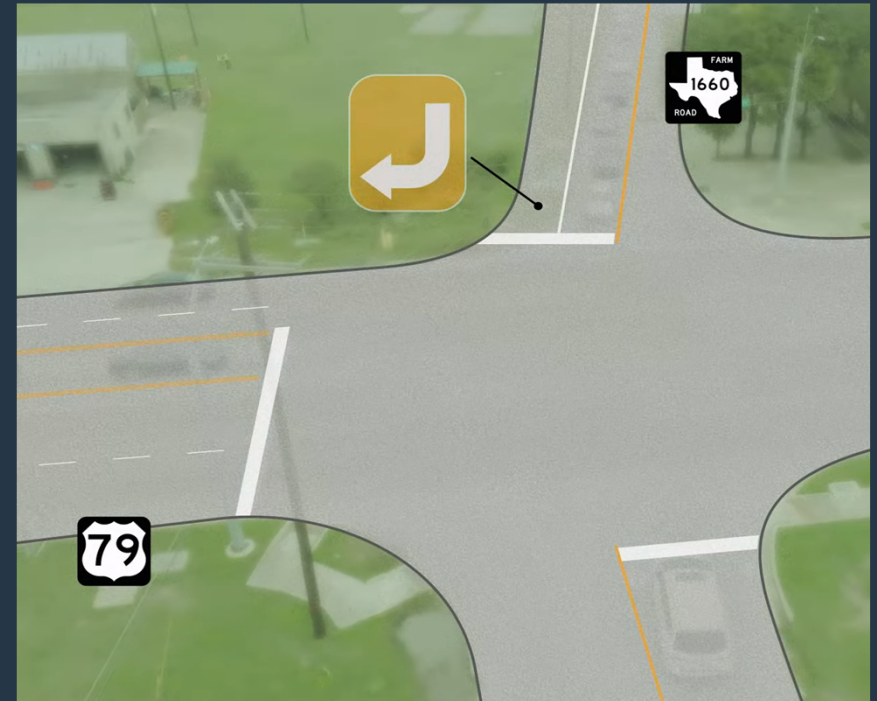
- In Construction

What's Next

- Construction Completion

Anticipated Timeline

- Construction Start: CY23, Q2
- Completion: CY23, Q4



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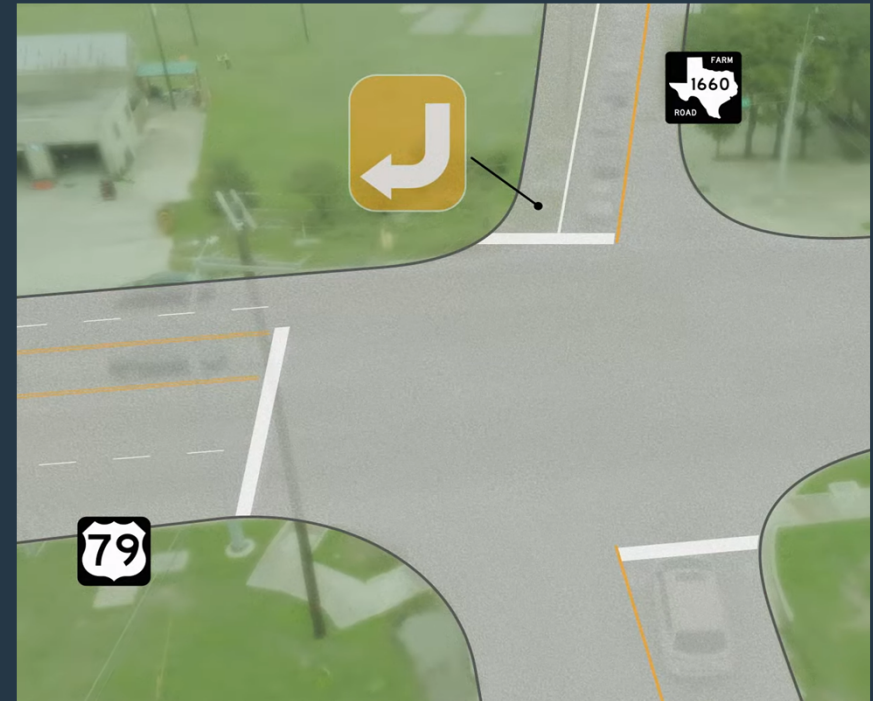
**Building
the Future**



FM 1660 North at US 79 (HNTB) *cont.* **TI**

FY 23 CIP Budget	\$646,610
Encumbered FY 23	\$637,042
Spent to Date FY 23	\$143,857
FY 23 Budget Remaining (Budget- Encumbered)	\$9,568
Five Year CIP Estimate	\$671,610
Prior Year Expenditures	3,612,884*
Project Total Encumbered	4,427,267*
Project Total Spent	5,338,279*

* Prior years had all HNTB projects on a single PO so determining the actuals for individual projects is not possible.



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**Building
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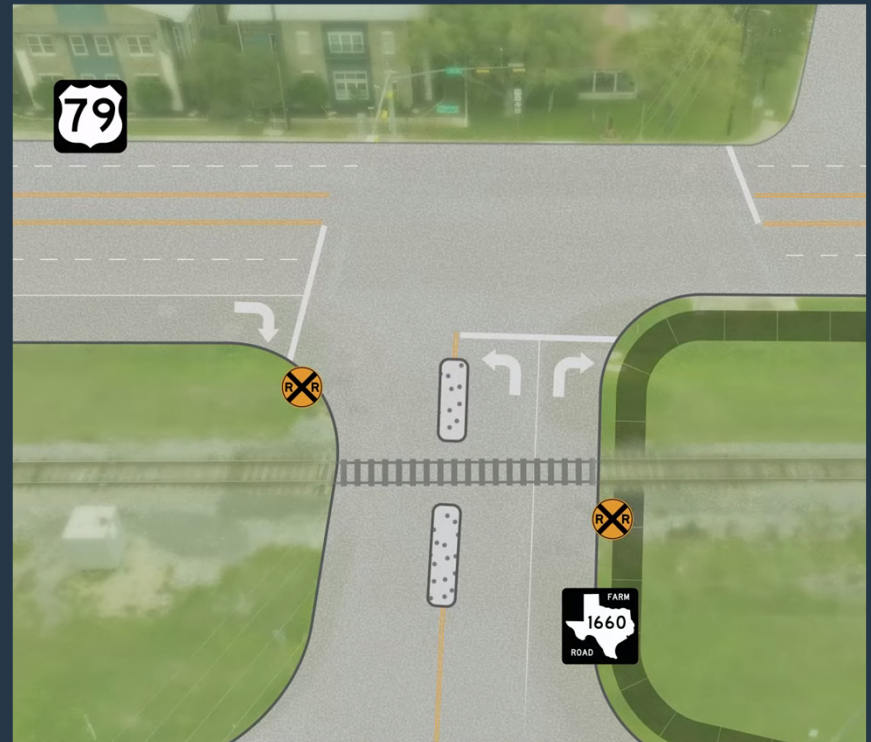
FM 1660 South at US 79 (HNTB) **T3**

Status 95% plans are in review.

What's Next Prepare 100% Plans. Completion of CMA between TxDOT and UPRR

Anticipated Timeline

- Design 90% Complete
- Bid: CY24, Q1
- Start Construction: CY24, Q2
- Completion: CY25, Q2



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**Building
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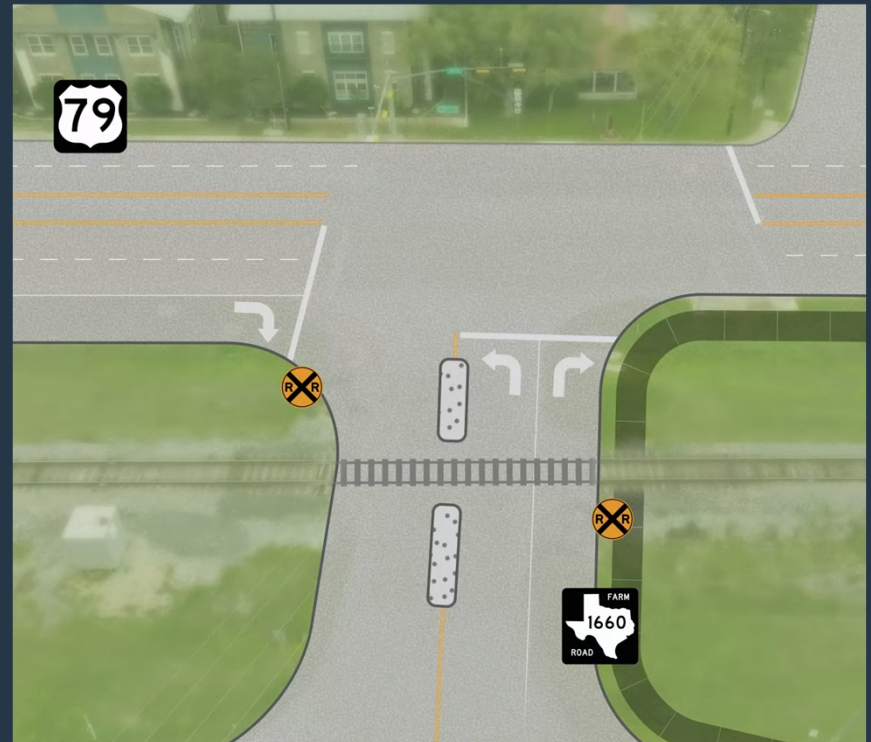


FM 1660 South at US 79 (HNTB) *cont.*

T3

FY 23 CIP Budget	\$117,600
Encumbered FY 23	\$117,600
Spent to Date FY 23	\$140,336
FY 23 Budget Remaining (Budget- Encumbered)	\$0
Five Year CIP Estimate	\$3,716,230
Prior Year Expenditures	3,612,884*
Project Total Encumbered	4,427,267*
Project Total Spent	5,338,279*

* Total budget can't be easily determined due to previous purchase order issuance and set up



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**Building
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Lakeside Estates Sidewalks Phase 2 (Freese Nichols) **T5**

Status

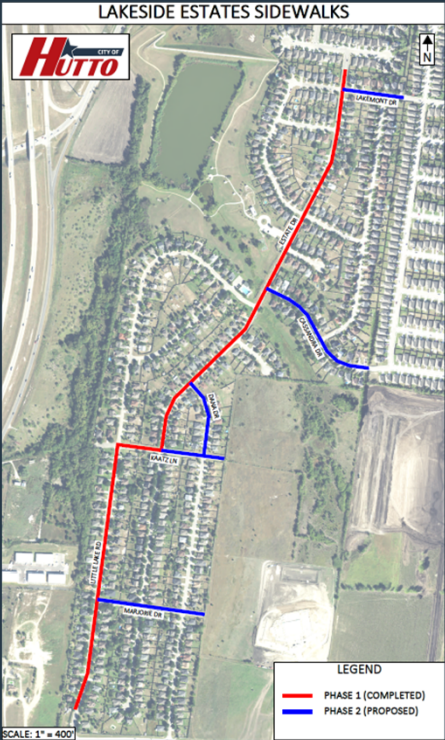
Construction

What's Next

Completion

Anticipated
Timeline

- Design: CY23, Q2
- Bid: CY23, Q3
- Construction Start: CY23, Q3
- Completion: CY23, Q4



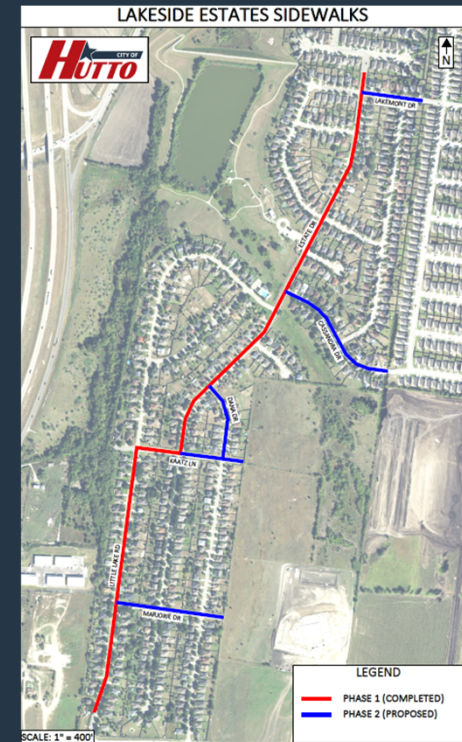
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**Building
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Lakeside Estates Sidewalks Phase 2 (Freese Nichols)*cont.* **T5**

FY 23 CIP Budget	\$975,000
Encumbered FY 23	\$625,231
Spent to Date FY 23	\$25,209
FY 23 Budget Remaining (Budget- Encumbered)	\$349,769
Five Year CIP Estimate	\$3,162,010
Prior Year Expenditures	\$697,245
Project Total Encumbered	\$1,322,476
Project Total Spent	\$697,245



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**Building
the Future**



CR 132 Overpass at US 79 (Garver) **T6**

Status

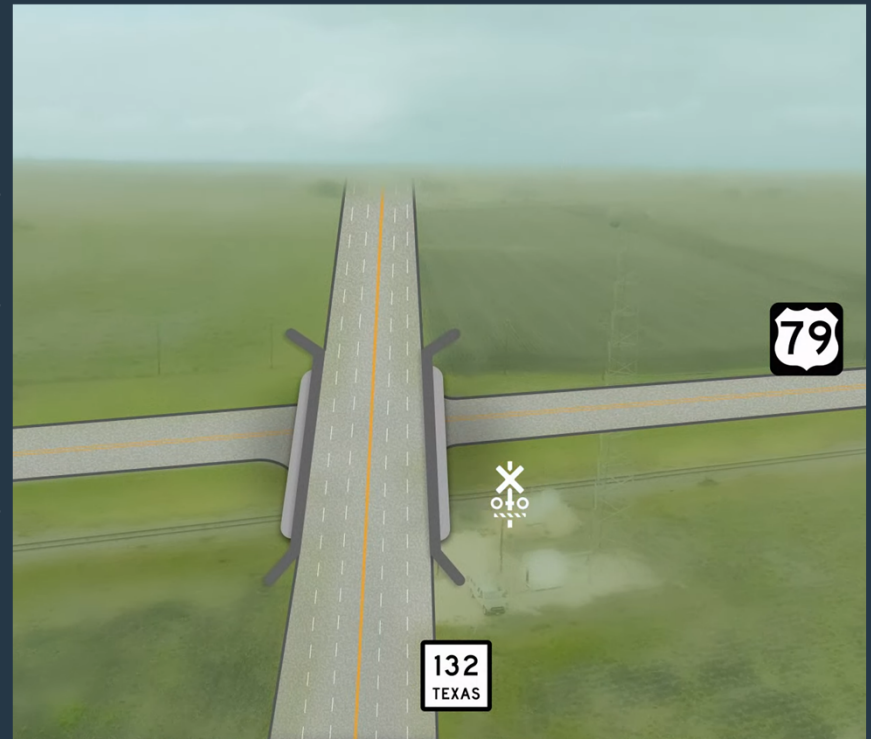
- Preliminary Geotech in review
- In depth analysis on 3 options

What's Next

- TxDOT coordination
- 30% design

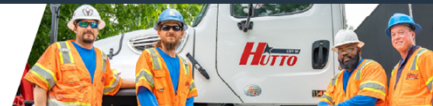
Anticipated Timeline

- Design: CY23, Q2
- Bid: TBD
- Construction: TBD
- Completion: TBD



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**Building
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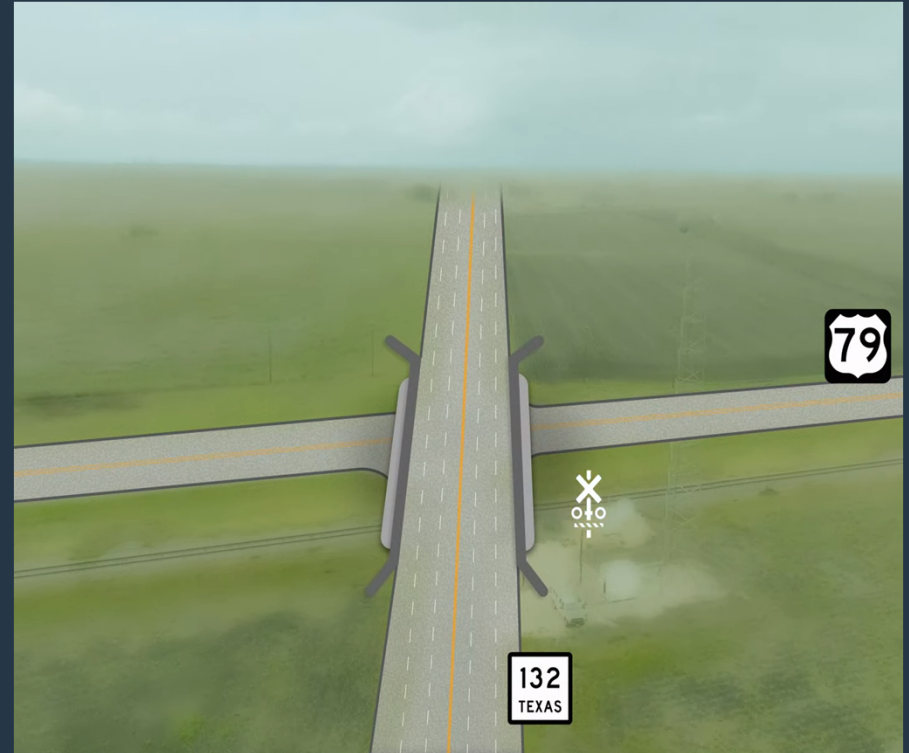


CR 132 Overpass at US 79 (Garver)*cont.*

T6

FY 23 CIP Budget	\$1,700,000
Encumbered FY 23	\$927,921
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$772,079
Five Year CIP Estimate	\$45,200,000
Prior Year Expenditures	\$1,106,514*
Project Total Encumbered	\$2,627,920*
Project Total Spent	\$1,106,514*

* Total budget can't be easily determined due to previous purchase order issuance and set up



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**Building
the Future**



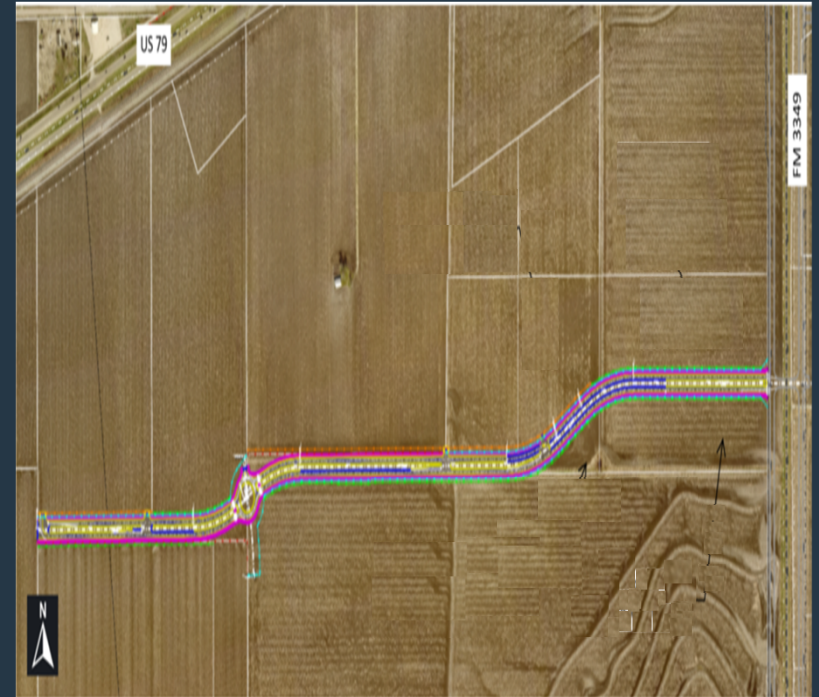
Megasite East-West Arterial (K Friese) T7

Status 60% Design Complete

What's Next • 90% Design

Anticipated Timeline

- Design: CY23, Q3
- Bid: CY23, Q4
- Construction Start: CY23, Q4
- Completion: CY24, Q3



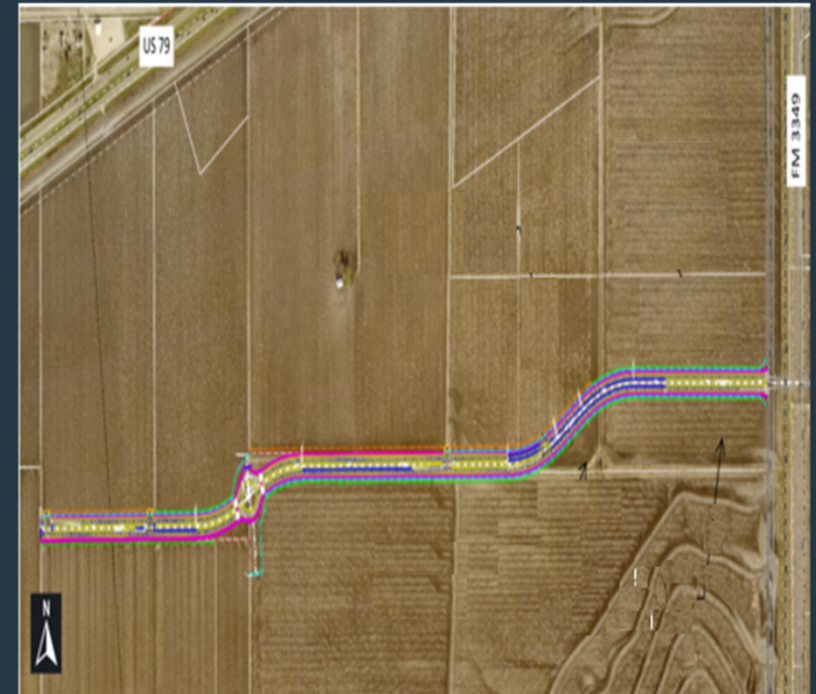
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**Building
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Megasite East-West Arterial (K Friese) *cont. T7*

FY 23 CIP Budget	\$2,120,000
Encumbered FY 23	\$1,239,275
Spent to Date FY 23	\$623,707
FY 23 Budget Remaining (Budget- Encumbered)	\$880,725
Five Year CIP Estimate	\$16,770,000
Prior Year Expenditures	\$0
Project Total Encumbered	\$1,239,275.19
Project Total Spent	\$623,707



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**Building
the Future**



Live Oak Street Pavement Reconstruction (Hejl, Lee pending Scope) **T9**

Status	• Survey Complete • Prelim Base Map and dry trench in review
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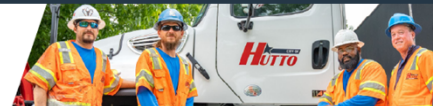
What's Next	• Finalize Base map • Finalize dry trench
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Anticipated Timeline	• Design Restart: CY23, Q2 • Bid: CY 24 Q3 • Construction: CY 24 Q3 • Completion: CY 25 Q2
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**Building
the Future**



Live Oak Street Pavement Reconstruction (Hejl, Lee pending Scope) *cont.* **T9**

FY 23 CIP Budget	\$1,055,000
Encumbered FY 23	\$384,397
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$670,603
Five Year CIP Estimate	\$1,055,000
Prior Year Expenditures	\$503,185
Project Total Encumbered	\$887,582
Project Total Spent	\$503,185



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**Building
the Future**



Ed Schmidt – Safety and Operational Improvements (Garver) **T10**

Status

- Final report has been reviewed

What's Next

Update final report with Staff comments

Anticipated Timeline

- Design: Begin CY 23 Q2
- Bid: TBD
- Construction: TBD
- Completion: TBD



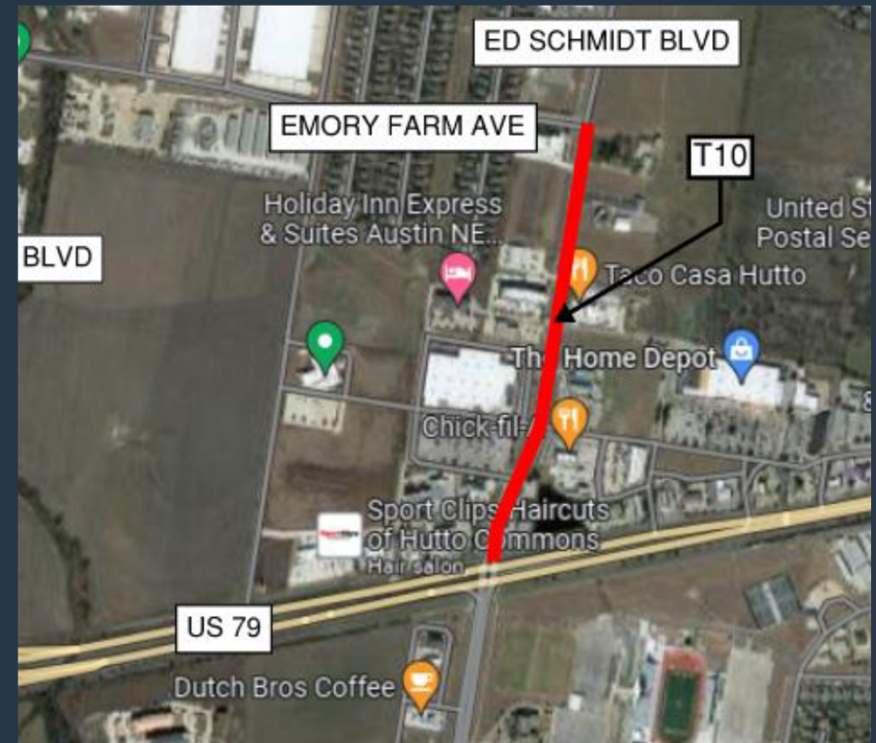
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**Building
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Ed Schmidt – Safety and Operational Improvements (Garver) *cont.* **T10**

FY 23 CIP Budget	\$100,000
Encumbered FY 23	\$46,418
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$53,582
Five Year CIP Estimate	\$767,000
Prior Year Expenditures	\$0
Project Total Encumbered	\$46,418
Project Total Spent	\$0



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**Building
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Emory Farms Intersection (Studio 16:19) **T14**

Status

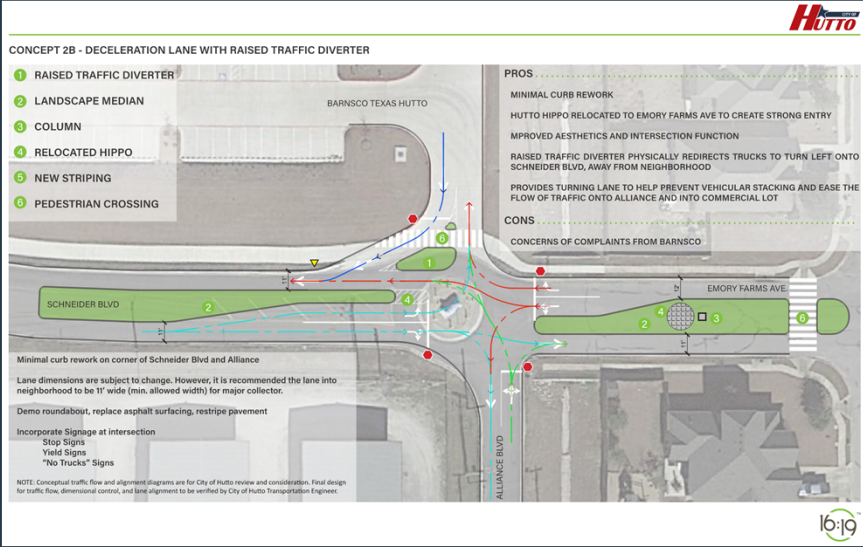
- Contract amendment awarded on 7/6/23

What's Next

- Design

Anticipated Timeline

- Design: CY23, Q2
- Bid: TBD
- Construction: TBD
- Completion: TBD



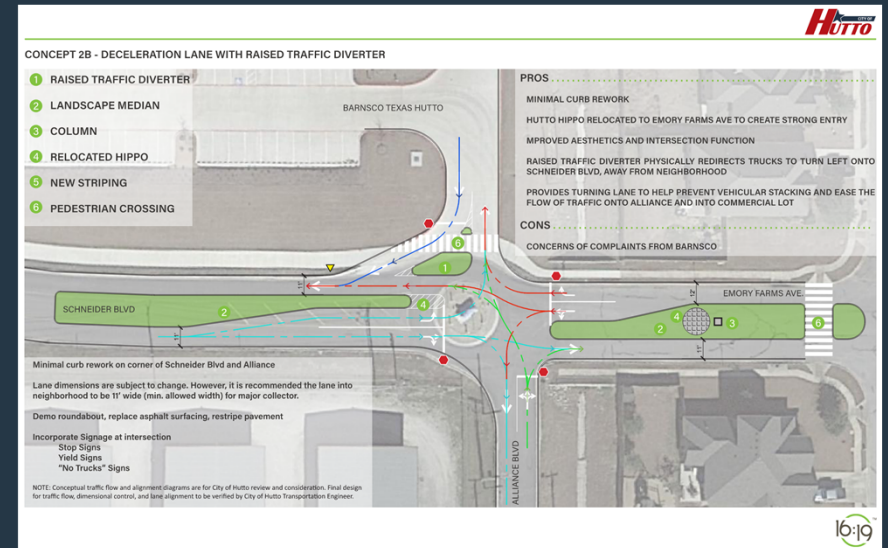
huttotx.gov/CIP

**Building
the Future**



Emory Farms Intersection (Studio 16:19) *cont.* **T14**

FY 23 CIP Budget	\$0
Encumbered FY 23	\$25,300
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$0
Five Year CIP Estimate	\$450,000
Prior Year Expenditures	\$0
Project Total Encumbered	\$25,300
Project Total Spent	\$0



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**Building
the Future**





CIP
WATER

Frame Switch Pump Station Improvements (DCS) WI

Status Construction Contract awarded
4/6/2023

What's Next	• Construction
Anticipated Timeline	• Design: Complete • Bid: Complete • Construction Start: CY23, Q3 • Completion: CY24, Q4



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Frame Switch Pump Station Improvements (DCS) *cont.* **WI**

FY 23 CIP Budget	\$1,290,000
Encumbered FY 23	\$1,285,127
Spent to Date FY 23	\$263,434
FY 23 Budget Remaining (Budget-Encumbered)	\$4,873
Five Year CIP Estimate	\$1,411,500
Prior Year Expenditures	\$0
Project Total Encumbered	\$1,285,127
Project Total Spent	\$263,434



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**Building
the Future**



Shiloh and Noack Pump Station Improvements (DCS) **W2**

- Status
 - Construction
 - Negotiate additional easement or land acquisition

What's Next	Construction completion
-------------	-------------------------

- Anticipated Timeline
 - Design: Complete
 - Bid: Complete
 - Construction Start: CY23, Q1
 - Completion: CY23, Q3



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Building the Future

Four construction workers in orange safety vests and hard hats standing in front of a white Hutto truck.

Shiloh and Noack Pump Station Improvements (DCS) *cont.* **W2**

FY 23 CIP Budget	\$5,000,000
Encumbered FY 23	\$564,262
Spent to Date FY 23	\$403,526
FY 23 Budget Remaining (Budget-Encumbered)	\$4,435,738
Five Year CIP Estimate	\$10,355,600
Project Total Encumbered	\$564,262
Project Total Spent	\$403,526



Frame switch 3.5 MG GST #2 (Freese Nichols) **W3**

Status

Construction

What's Next

- Construction completion

Anticipated
Timeline

- Design: Complete
- Bid: Complete
- Construction Start: CY23, Q2
- Completion: CY24, Q4



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**Building
the Future**



Frame switch 3.5 MG GST #2 (Freese Nichols) *cont.* **W3**

FY 23 CIP Budget	\$9,710,000
Encumbered FY 23	\$9,585,803
Spent to Date FY 23	\$2,262,790
FY 23 Budget Remaining (Budget-Encumbered)	\$124,197
Five Year CIP Estimate	\$19,054,000
Prior Year Expenditures	\$0
Project Total Encumbered	\$9,585,803
Project Total Spent	\$2,262,790



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**Building
the Future**



Jonah I.O MGD Supply & Emergency 8" Interconnect (Freese Nichols) **W4**

Status 60% Design in review

What's Next 90% Design milestone

Anticipated Timeline

- Design Complete: CY23, Q4
- Bid: CY23, Q4
- Construction Start: CY23, Q4
- Completion: CY24, Q3



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**Building
the Future**



Jonah 1.0 MGD Supply & Emergency 8" Interconnect (Freese Nichols) *cont.* **W4**

FY 23 CIP Budget	\$7,019,155
Encumbered FY 23	\$640,920
Spent to Date FY 23	\$213,445
FY 23 Budget Remaining (Budget-Encumbered)	\$6,378,963
Five Year CIP Estimate	\$16,510,155
Prior Year Expenditures	\$0
Project Total Encumbered	\$640,920
Project Total Spent	\$213,445



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**Building
the Future**



Megasite Water Lines Ph I (CP&Y)

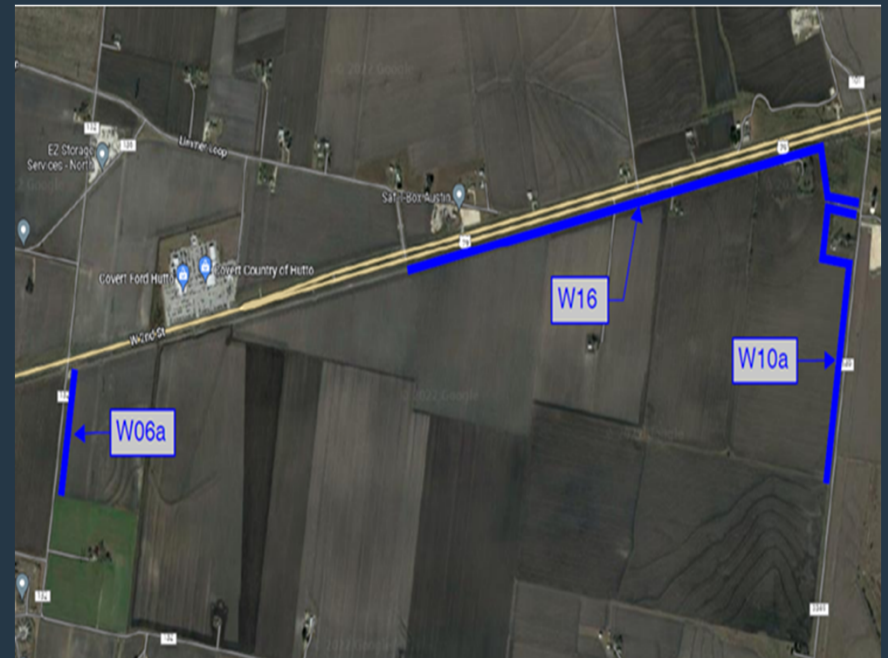
W6/W10/W16

Status 60% Design Complete

What's Next 90% Design PSE

Anticipated
Timeline

- Design: CY23, Q3
- Bid: CY23, Q4
- Construction: CY23, Q4
- Completion: CY24, Q3



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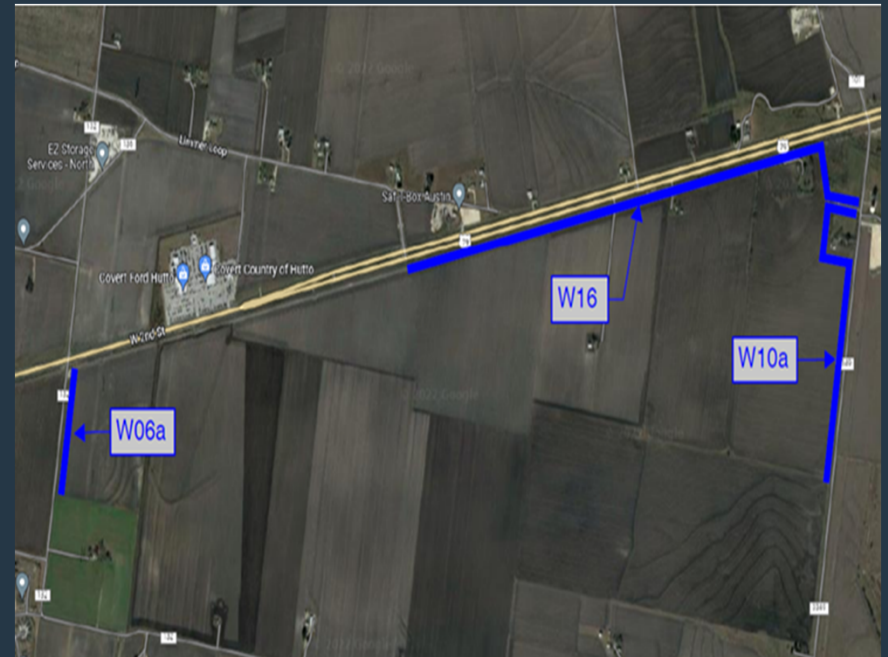
**Building
the Future**



Megasite Waterlines Ph I (CP&Y) *cont.*

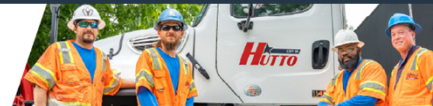
W6/W10/W16

FY 23 CIP Budget	\$5,767,500
Encumbered FY 23	\$804,507
Spent to Date FY 23	\$369,765
FY 23 Budget Remaining (Budget- Encumbered)	\$4,962,993
Five Year CIP Estimate	\$13,222,070
Prior Year Expenditure	\$0
Project Total Encumbered	\$804,507
Project Total Spent	\$369,765



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**Building
the Future**



Emergency Interconnect - 16" Waterline with Wholesale Provider **W8**

Status Yet to be awarded. Waiting for wholesale provider.

What's Next Negotiate Wholesale Water Supply contract for additional source water

- Anticipated Timeline
- Design: TBD
 - Bid: TBD
 - Construction: TBD
 - Completion: TBD



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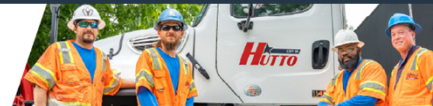
Emergency Interconnect - 16" Waterline with Wholesale Provider *cont.* **W8**

FY 23 CIP Budget	\$850,000
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$850,000
Five Year CIP Estimate	\$7,094,400
Project Total Encumbered	
Project Total Spent	



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**Building
the Future**



Water Master Plan **W9**

Status 100% Design completed & presented to council in draft form on 12/15/22 and accepted

What's Next Routine model updates w/ SER reviews

Anticipated Timeline

- Completed: CY22, Q1

COMPLETE



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**Building
the Future**



Water Master Plan *cont.* **W9**

FY 23 CIP Budget	\$298,448
Encumbered FY 23	\$298,448
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$0
Five Year CIP Estimate	\$298,448
Project Total Encumbered	\$298,448
Project Total Spent	\$298,448

COMPLETE



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FM 1660 16" & 20" Waterlines (801 PP) - Ph I WII

Status

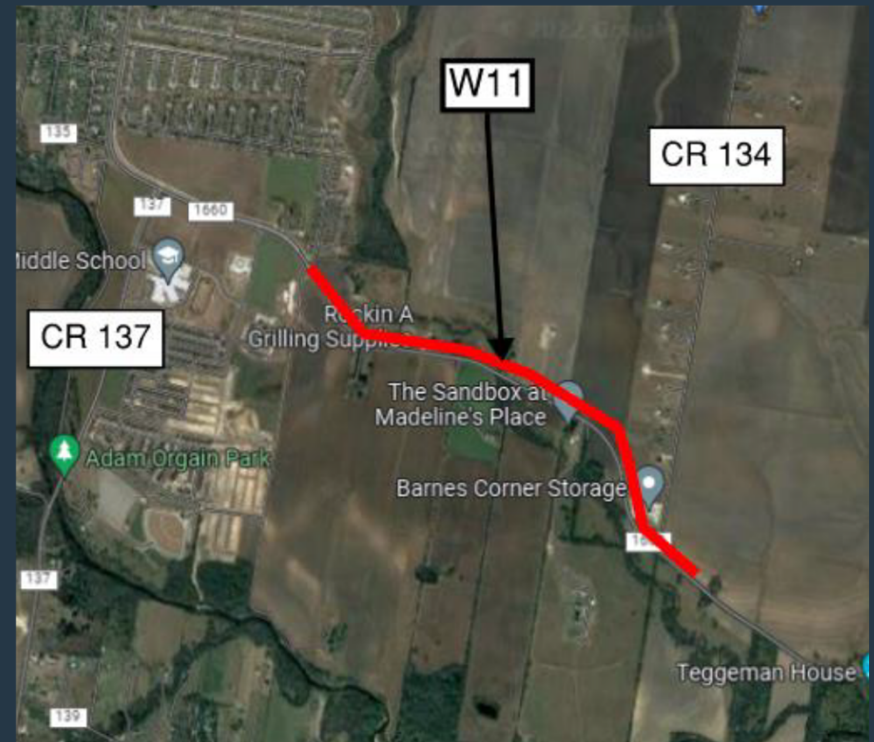
Portion of project under design by development engineer

What's Next

Remainder of project is development driven; includes cost participation with private developers

Anticipated Timeline

- Design: TBD
- Bid: TBD
- Construction: TBD
- Completion: TBD



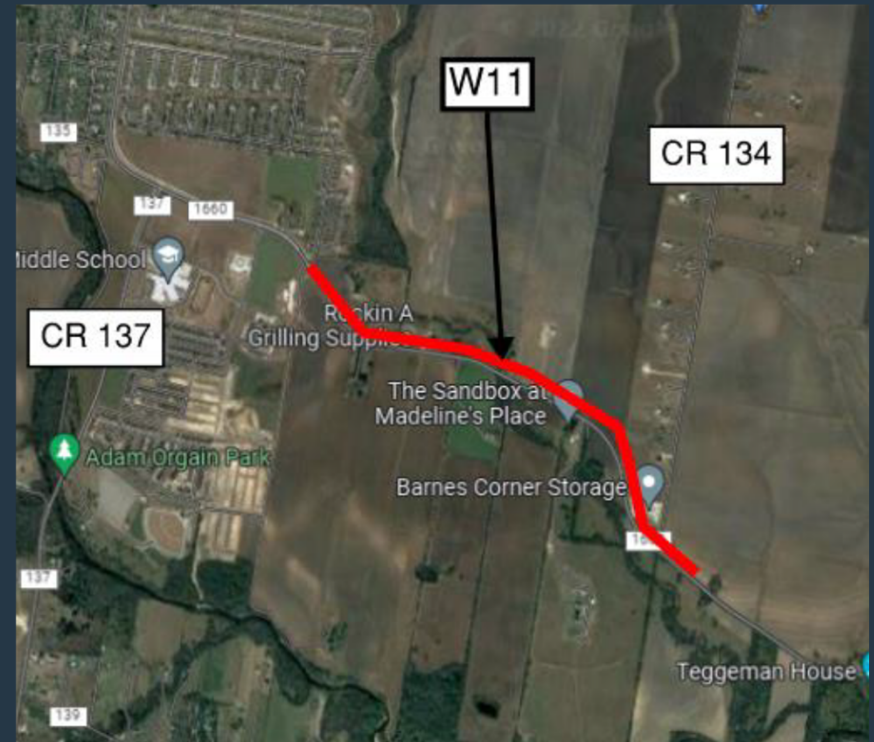
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**Building
the Future**



FM 1660 16" & 20" Waterlines (801 PP) - Ph I *cont.* **W11**

FY 23 CIP Budget	\$900,000
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$900,000
Five Year CIP Estimate	\$1,193,715
Project Total Encumbered	
Project Total Spent	



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**Building
the Future**



New 2.0 MG 801 Elevated Storage Tank **WI2 (FNI)**

Status

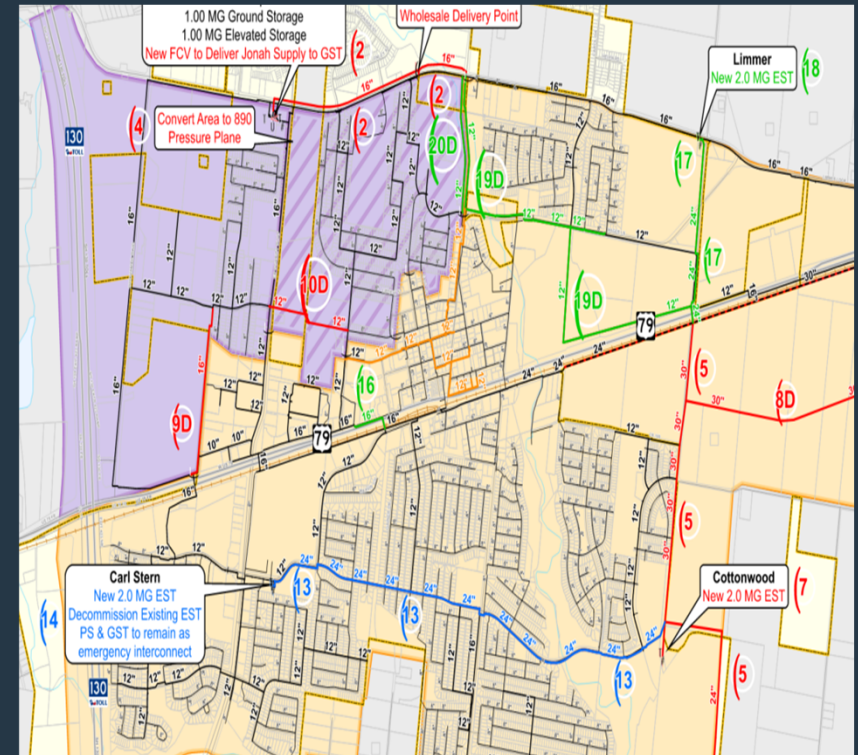
Staff has reviewed final report.

What's Next

Begin design and land acquisition in FY 24

Anticipated
Timeline

- Study: 3/1/23
- Completion: 5/31/23
- Design start: 10/1/23
- Land Acquisition start: 10/1/23



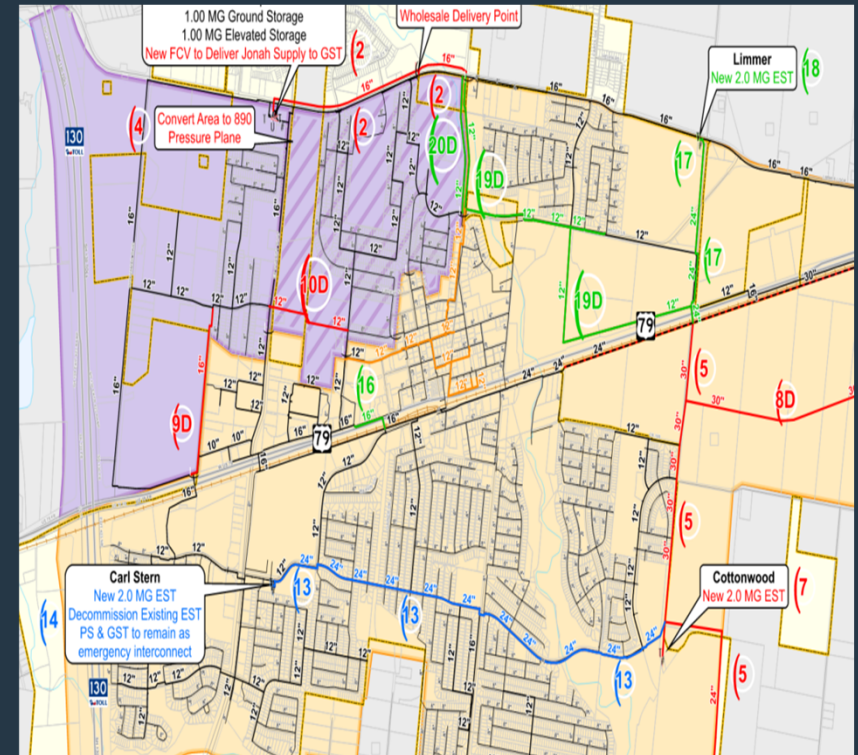
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**Building
the Future**



New 2.0 MG 801 Elevated Storage Tank *cont.* **WI2** (FNI)

FY 23 CIP Budget	\$60,560
Encumbered FY 23	\$60,560
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$0
Five Year CIP Estimate	\$17,092,800
Project Total Encumbered	
Project Total Spent	



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**Building
the Future**



Additional Simsboro Wells No. 13, 14, 15

W13

Status Yet to be awarded; dependent on final determination of near term (5-yr) options for additional water sources. Discussion for water supplier and the City are happening now.

What's Next Select firm for preliminary study

- Anticipated Timeline**
- Design: TBD
 - Bid: TBD
 - Construction: TBD
 - Completion: TBD



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Additional Simsboro Wells No. 13, 14, 15 *cont.* **W13**

FY 23 CIP Budget	\$550,000
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$550,000
Five Year CIP Estimate	\$7,807,455
Project Total Encumbered	
Project Total Spent	



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**Building
the Future**



CR 132 12" & 30" Waterline (801 PP) - Ph 2

W14

Status Yet to be awarded pending development and completion of Ph I

What's Next Schedule is development driven (Phase I is under design now). Ideally this phase would be a City cost participation with private developers.

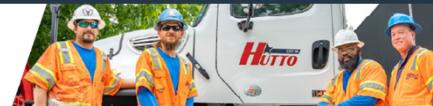
Anticipated Timeline

- Design: TBD
- Bid: TBD
- Construction: TBD
- Completion: TBD



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**Building
the Future**



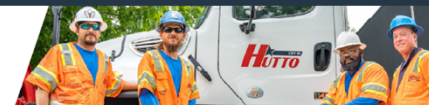
CR 132 12" & 30" Waterline (801 PP) - Ph 2 *cont.* **W14**

FY 23 CIP Budget	\$715,000
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$715,000
Five Year CIP Estimate	\$5,964,500
Project Total Encumbered	
Project Total Spent	



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Building the Future



Transmission Line (801PP) (DCS) **WI7**

Status In Construction

What’s Next Acquisition of final easement and construction completion

- Anticipated Timeline
- Design: complete
 - Bid: complete
 - Construction: CY22, Q3
 - Completion: CY23, Q3



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Transmission Line (801PP) (DCS) cont.

W17

FY 23 CIP Budget	\$2,139,945
Encumbered FY 23	\$2,139,945
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$0
Five Year CIP Estimate	\$2,139,945
Project Total Encumbered	\$2,139,945
Project Total Spent	\$0



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**Building
the Future**



Water Distribution Lines (801PP) (DCS)

W18

Status In Construction as part of the FM 3349 project through an ILA with Williamson County

What's Next	Construction completion
-------------	-------------------------

- | | |
|----------------------|--|
| Anticipated Timeline | <ul style="list-style-type: none">• Design: complete• Bid: complete• Construction: CY22, Q3• Completion: CY23, Q3 |
|----------------------|--|



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Building the Future

Water Distribution Lines (801PP) (DCS) cont. **W18**

FY 23 CIP Budget	\$2,022,366
Encumbered FY 23	\$2,022,366
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$0
Five Year CIP Estimate	\$2,022,366
Project Total Encumbered	\$2,022,366
Project Total Spent	\$0



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**Building
the Future**





CIP
WASTEWATER

Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations (DCS) **WWI**

Status

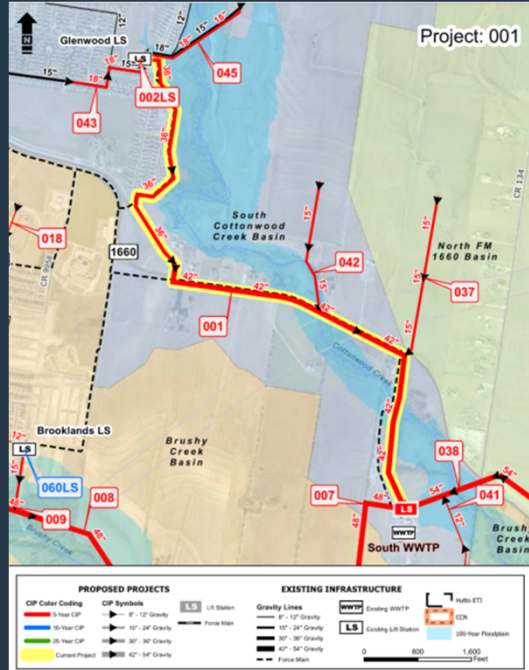
- Amended contract on 7/6/23
- Survey in progress

What's Next

- Finish survey
- Acquire easements
- Complete design

Anticipated Timeline

- Design Complete: CY23, Q2
- Bid: CY23, Q3
- Construction Start: CY23, Q4
- Completion: CY24, Q3



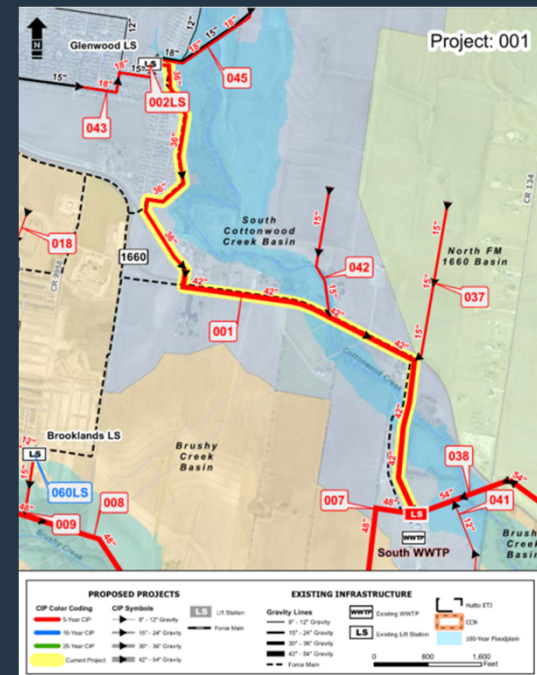
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**Building
the Future**



Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations (DCS) *cont.* **WWI**

FY 23 CIP Budget	\$4,310,240
Encumbered FY 23	\$1,169,280
Spent to Date FY 23	\$4,700
FY 23 Budget Remaining (Budget- Encumbered)	\$3,140,960
Five Year CIP Estimate	\$11,565,600
Prior Year Expenditure	
Project Total Encumbered	
Project Total Spent	



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**Building
the Future**



South WWTP Capacity Rerate Study (Garver) **WW2**

Status Permit submitted to TCEQ
Administrative review complete

What’s Next Complete technical review

- Anticipated Timeline
- Study Started: CY22, Q4
 - Completion: CY23, Q4



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South WWTP Capacity Rerate Study (Garver) *cont.* **WW2**

FY 23 CIP Budget	\$47,472
Encumbered FY 23	\$47,472
Spent to Date FY 23	\$46,259
FY 23 Budget Remaining (Budget- Encumbered)	\$0
Five Year CIP Estimate	\$47,472
Prior Year Expenditures	
Project Total Encumbered	\$47,472
Project Total Spent	\$46,259



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**Building
the Future**



South WWTP Temporary Chemical/UV System Upgrade (Garver) **WW3**

Status

BRA is bidding the chemical treatment system

What's Next

- Contract award for purchase of system

Anticipated Timeline

- Design: Complete
- Bid: CY23, Q3
- Construction Start: CY23, Q3
- Completion: CY23, Q1



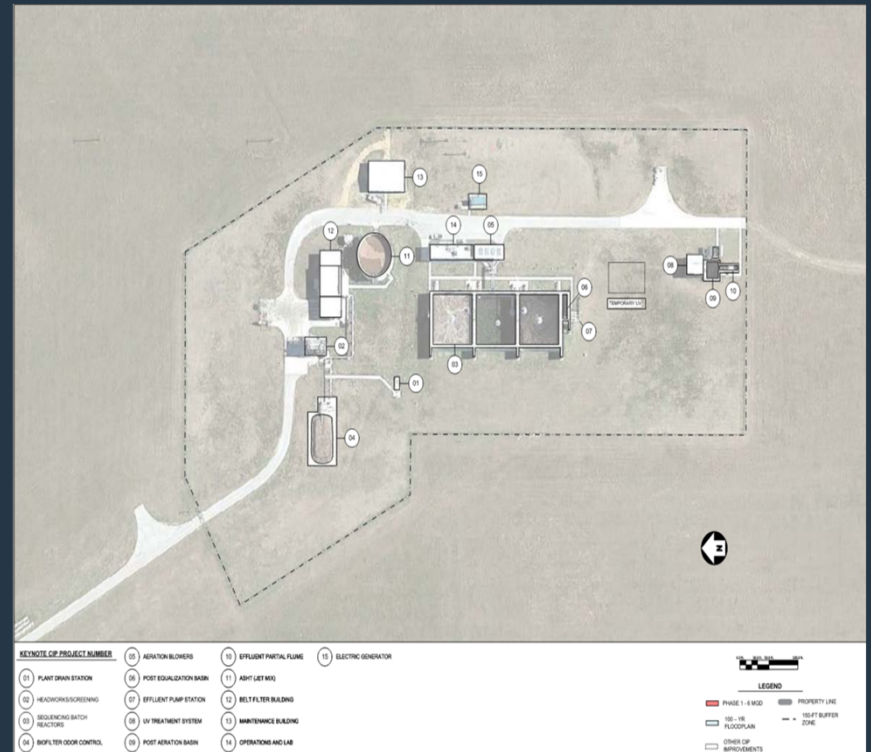
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Building the Future



South WWTP Temporary Chemical/UV System Upgrade (Garver) *cont.* **WW3**

FY 23 CIP Budget	\$1,390,400
Encumbered FY 23	\$276,920
Spent to Date FY 23	\$128,403
FY 23 Budget Remaining (Budget-Encumbered)	\$1,113,480
Five Year CIP Estimate	\$1,580,000
Prior Year Expenditure	\$0
Project Total Encumbered	\$276,920
Project Total Spent	\$128,403



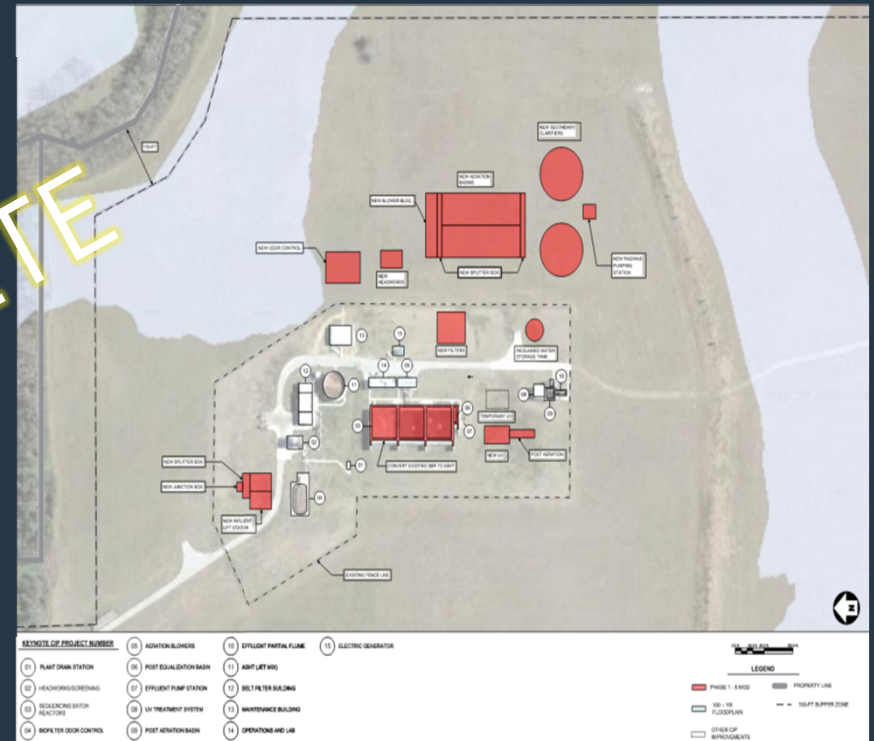
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**Building
the Future**



South WWTP Expansion from 2.5 to 6 MGD, PER, 30% Design (Garver) *cont.* **WW4**

FY 23 CIP Budget	\$1,369,951
Encumbered FY 23	\$1,369,951
Spent to Date FY 23	\$336,924
FY 23 Budget Remaining (Budget- Encumbered)	\$0
Five Year CIP Estimate	\$1,627,451
Prior Year Expenditure	
Project Total Encumbered	\$1,369,951
Project Total Spent	\$336,924



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**Building
the Future**

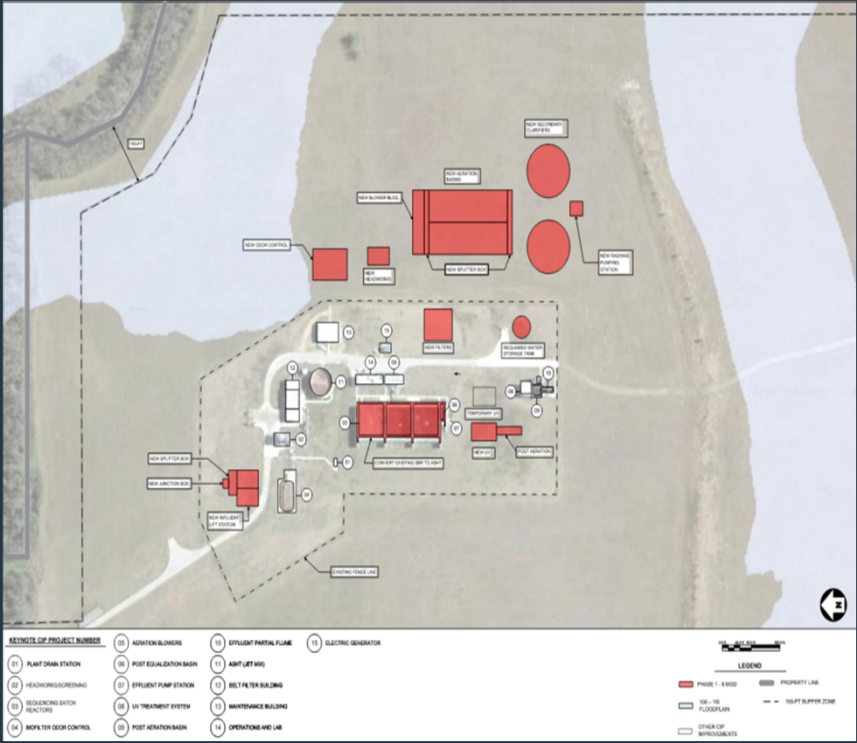


South WWTP Final Design and Bidding for expansion to 6 MGD **WW5**

Status 60% Design in progress

What's Next Finish 60% design

- Anticipated Timeline
- Design Start: CY23, Q2
 - Bid: TBD
 - Completion: TBD



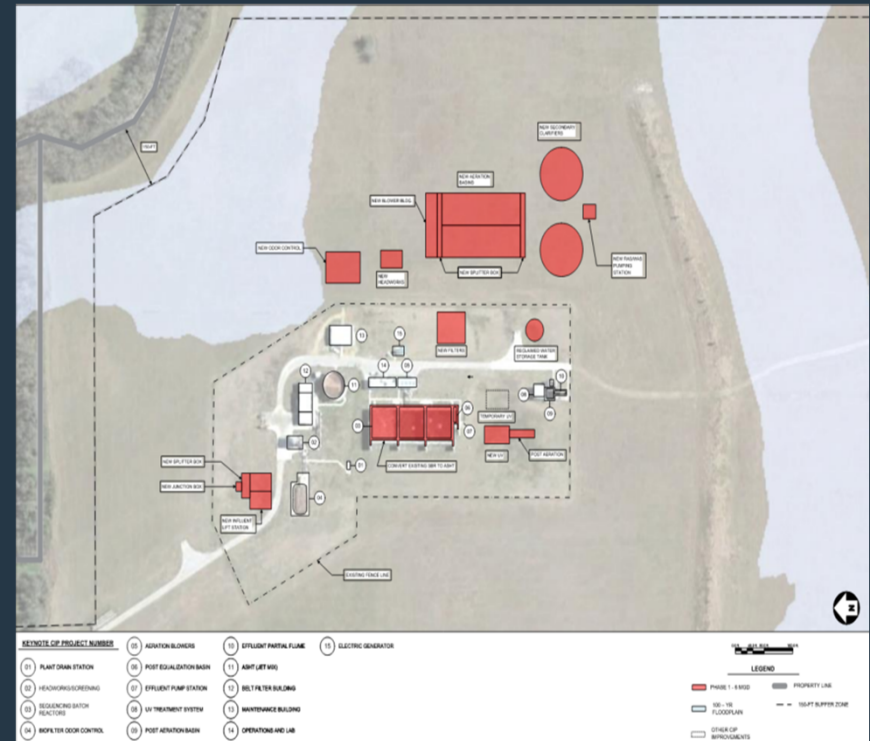
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**Building
the Future**



South WWTP Final Design and Bidding for expansion to 6 MGD *cont.* **WW5**

FY 23 CIP Budget	\$6,695,000
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget- Encumbered)	\$6,695,000
Five Year CIP Estimate	\$6,695,000
Project Total Encumbered	
Project Total Spent	



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**Building
the Future**



Megasite Wastewater Lines (K Frieese)

WW7

Status

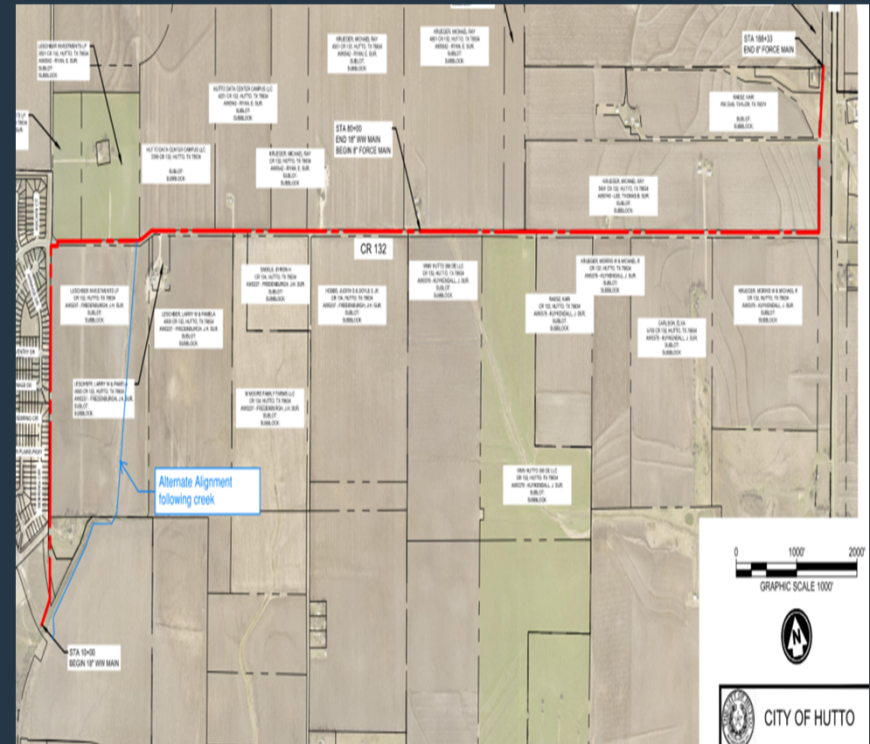
Lift station 60% design complete

What's Next

- 60% design of lines
- Final Design

Anticipated Timeline

- Design: CY22, Q4
- Bid: CY23, Q4
- Construction: CY24, Q1
- Completion: CY24, Q4



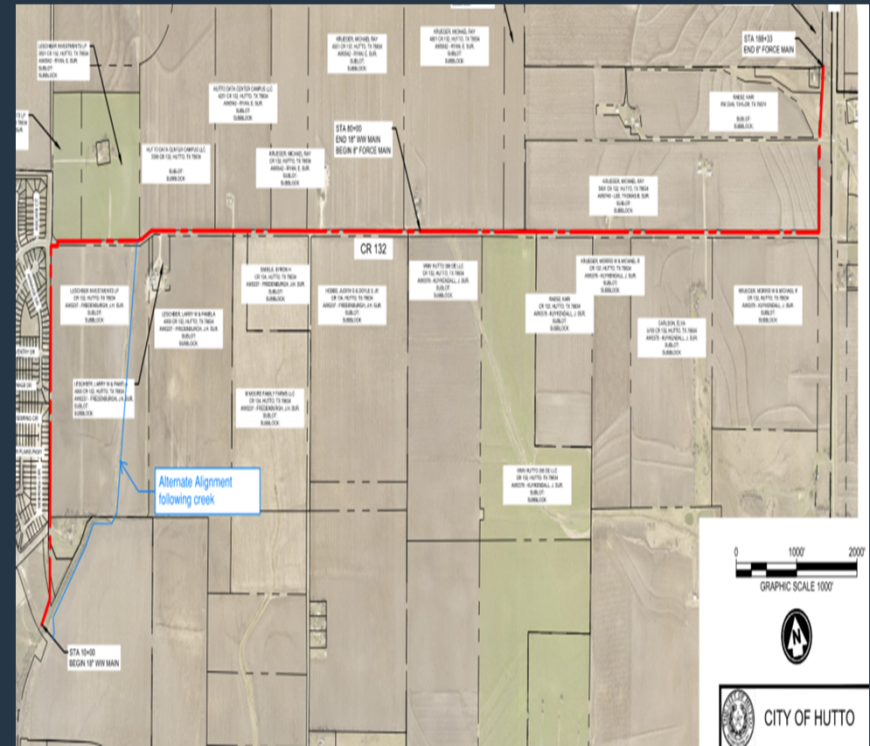
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**Building
the Future**



Megasite Wastewater Lines*cont.* (K Frieese) **WW7**

FY 23 CIP Budget	\$4,002,176
Encumbered FY 23	\$1,180,390
Spent to Date FY 23	\$690,130
FY 23 Budget Remaining (Budget-Encumbered)	\$2,821,786
Five Year CIP Estimate	\$15,780,787
Prior Year Expenditure	\$0
Project Total Encumbered	\$1,180,390
Project Total Spent	\$690,130



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**Building
the Future**



Megasite West: South Cottonwood Creek Interceptor Ph 2 **WW8**

Status

Future Phase

What's Next

Working to finish Phase I before starting Phase 2

Anticipated Timeline

- Design Start: CY23, Q4
- Bid: TBD
- Construction: TBD
- Completion: TBD



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**Building
the Future**



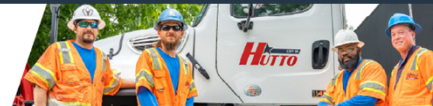
Megasite West: South Cottonwood Creek Interceptor Ph 2 *cont.* **WW8**

FY 23 CIP Budget	\$318,528
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$318,528
Five Year CIP Estimate	\$3,503,808
Project Total Encumbered	\$0
Project Total Spent	\$0



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**Building
the Future**



Brushy Creek Interceptor Ph. 3 (Cost Participation) **WW10**

Status

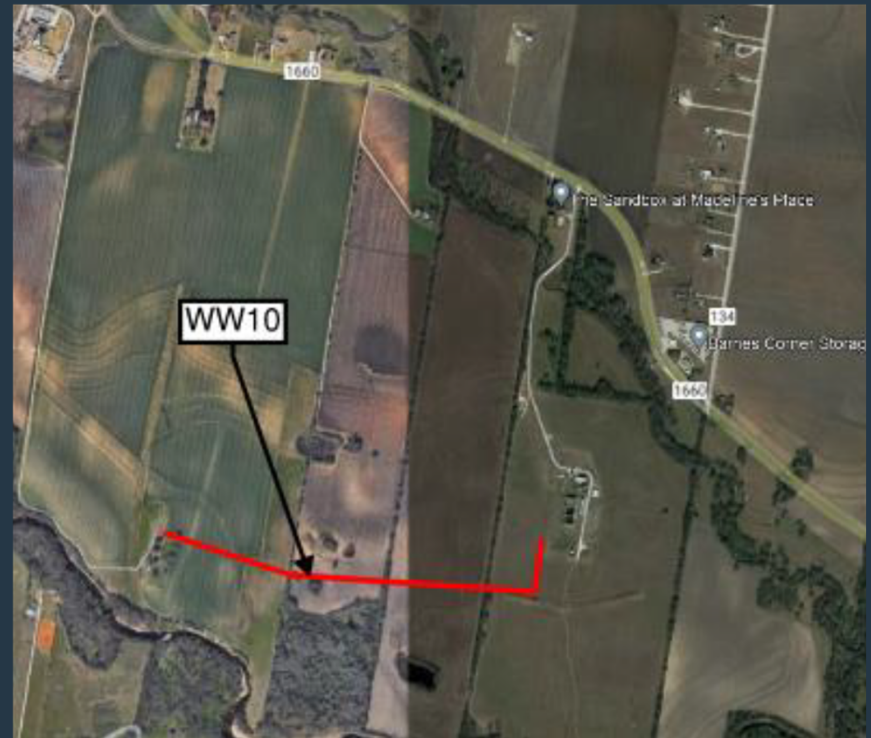
- 95% Design Complete
- Developer Engineers

What's Next

- Amend developer agreements
- Revise plans for WW interceptor

Anticipated Timeline

- Design Complete: CY23, Q2
- Bid: TBD (Dev. Driven)
- Construction: TBD (Dev. Driven)
- Completion: TBD (Dev. Driven)



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**Building
the Future**



Brushy Creek Interceptor Ph. 3 (Cost Participation) *cont.* **WW10**

FY 23 CIP Budget	\$327,352
Encumbered FY 23	\$0
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$327,352
Five Year CIP Estimate	\$5,237,632
Project Total Encumbered	\$0
Project Total Spent	\$0



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**Building
the Future**



SE Loop Wastewater Line (CP&Y) **WWII**

Status

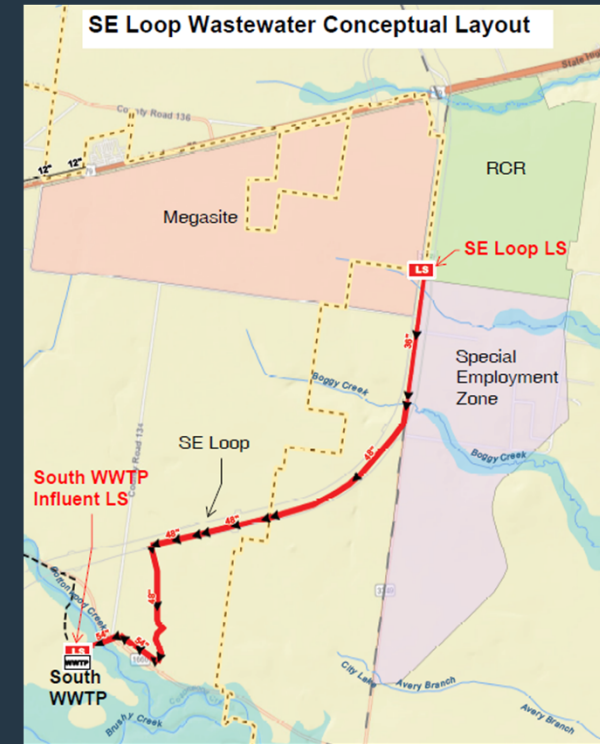
Staff has reviewed the Preliminary Engineering Report

What's Next

- Finalize the report and route study
- Complete 30% design

Anticipated Timeline

- Design: 30% due by 9/15/23
- Bid: Not part of current contract
- Construction: Not part of current contract
- Completion: Not part of current contract



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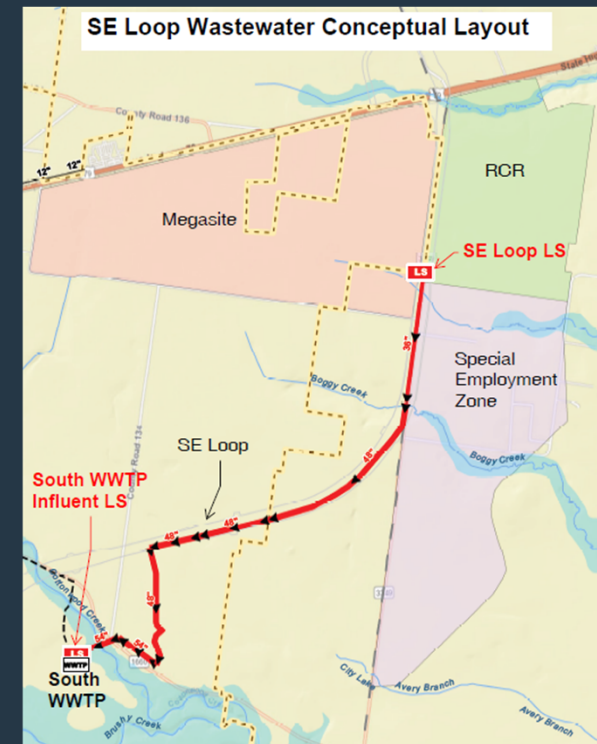
**Building
the Future**



SE Loop Wastewater Line (CP&Y) *cont.*

WWII

FY 23 CIP Budget	\$317,716
Encumbered FY 23	\$317,716
Spent to Date FY 23	\$0
FY 23 Budget Remaining (Budget-Encumbered)	\$0
Five Year CIP Estimate	\$49,485,000
Project Total Encumbered	\$0
Project Total Spent	\$0



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**Building
the Future**



AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
Meeting: Thursday, August 3, 2023
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-052 creating a Stormwater Management Program (Matt Rector)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter.

Meeting: Thursday, August 3, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

The Hutto Unified Development Code (UDC) 10.802.1 indicates that all drainage systems shall be designed in accordance with the City of Round Rock Drainage Criteria Manual.

The Round Rock Design and Construction Standards (DACS) contain the Drainage Criteria Manual. Paragraph 1.2.2 E of that manual states:

Regulation of peak flows to allowable levels, as determined by the provisions of this policy, shall be achieved by storage on-site or off-site or by participation in the City of Round Rock's Regional Stormwater Management Program.

Section 10.802.3.5 of the Hutto Unified Development Code indicates:

"Regulation of peak flows to allowable levels, as determined by the provisions of this policy, shall be achieved by storage on-site or off-site or by participation in the City of Hutto's Regional Stormwater Management Program."

As of this date there has been no Regional Stormwater Management Program created. The purpose of this item is to create that program.

SUMMARY OF REQUEST:

Adoption of the ordinance as presented.

STAFF REVIEW:

Staff recommends approval

AGENDA ITEM REPORT

10.1.



FISCAL NOTES:

Recommend Council amend the fee schedule to allow users to pay for the costs associated with the Regional Stormwater Management Program

ATTACHMENTS:

None

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program (Matt Rector)
Meeting: Thursday, August 3, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

The preceding agenda item was submitted to create a Stormwater Management Program in accordance with the City of Hutto Unified Development Criteria and the Round Rock Design and Construction Standards Drainage Criteria Manual. This item amends the City of Hutto Fee Schedule to reflect the fees associated with this new Stormwater Management Program.

SUMMARY OF REQUEST:

Adoption of the ordinance to amend the fee schedule.

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Amending the Fee Schedule allows the users to pay for costs associated with the new Stormwater Management Program.

ATTACHMENTS:

None

AGENDA ITEM REPORT

10.3.



To: City Council

Subject: Consideration and possible action amending Chapter 8, Stormwater and Drainage Standards, of the Unified Development Code to provide for cost participation of stormwater and drainage improvements (Legal)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

Chapter 8, Stormwater and Drainage Standards, of the Hutto Unified Development Code provides for the planning and design for drainage infrastructure within the City Limits and Extraterritorial Jurisdiction of the City. This ordinance allows for cost participation agreements and for the collection of prorata fees from development connection to stormwater and detention facility improvements. In addition, the ordinance provides for building permit requirements and fee for the stormwater and detention facility improvements.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Cost participation would allow for cost sharing in rare cases where the City has a CIP project at the same location. This action would allow the City to recover a prorata share depending on their share of the project. No way to predict the amount of revenue this action may bring to the City at this time.

ATTACHMENTS:

1. Hutto Capital Recovery Ordinance Drainage 7.31.23

ORDINANCE NO. O-2023-045

AN ORDINANCE OF THE CITY COUNCIL OF HUTTO, TEXAS AMENDING CHAPTER 8, STORMWATER AND DRAINAGE STANDARDS OF THE HUTTO UNIFIED DEVELOPMENT CODE BY AMENDING SECTION 10.802.6, DEVELOPER COST PARTICIPATION FOR STORMWATER AND DETENTION FACILITY IMPROVEMENTS; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on occasion a developer desiring to develop property will construct, at the developer's cost, stormwater and detention facility improvements to serve that particular property; and

WHEREAS, other properties will benefit the developer's expense in developing stormwater and detention facility improvements across or near the intervening property on route to the developer's property; and should share, through reimbursement, the cost of the stormwater and detention facility improvements; and

WHEREAS, the proposed pro rata assessment apportions the reimbursement for approved construction costs through determining the costs to those intervening properties that could be served when connected to the stormwater and detention facility improvements; and

WHEREAS, the pro rata fee will be collected, if within ten years of acceptance of the stormwater and detention facility improvements, by the city when the property is platted and the constructing developer can receive reimbursement from the amount collected.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The City Council hereby amends the Hutto Unified Development Code Chapter 8, Stormwater and Drainage Standards, by amending Section 10.802.6, Developer Cost Participation for extension of water and wastewater mains, as shown on Attachment "A" which is attached hereto and incorporated into this Ordinance.

3. REPEALER

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

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication in accordance with Section 3.13 of the City Charter.

6. 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.

PASSED & APPROVED this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT “A”

Section 10.802.6 ~~Computations~~ Developer Cost Participation for Stormwater and Detention Facility improvements

10.802.6.1 Computations to support all drainage designs shall be submitted to the appropriate city departments for review. The computations shall be in such form as to allow for timely and consistent review, and also to be made a part of the permanent city record for future reference. Computation shall demonstrate that, as a result of the proposed development, there will not be any adverse impact to downstream properties adjacent to the drainage resulting from a 100-year event. The engineer shall stat that in a sealed report. All computations submitted shall be certified by an engineer.

10.802.6.1.1 Plans submitted for building permits other than single-family residential or duplex construction shall include the necessary drainage related facilities designed and provided for in compliance with this chapter and the drainage criteria manual.

10.802.6.1.2 Plans and design calculations for all drainage facilities shall be submitted to the City Engineer for review and approval prior to issuance of the building permit.

10.802.6.1.4 The design engineer shall certify that the plans and calculations for all drainage facilities are in compliance with the ordinances of the city.

10.802.6.1.3 Following construction, but prior to issuance of a certificate of occupancy, the design engineer shall certify that the public works improvements, including those covered by this section, have been constructed in compliance with the city's requirements based on his/her inspection of the completed work.

10.802.6.2 The city requires new development that is connecting to existing stormwater and detention facility improvements to cost participate in stormwater and detention facility improvements of capital improvements that have been, or will be built to provide service to the development. This includes the following circumstances:

10.802.6.2.1 The city engages in a capital improvement project to deliver new or expanded stormwater and drainage facility capacity to a previously unserved, or underserved area, and new development utilizes capacity in the improvement to serve the needs of its development;

10.802.6.2.2 A developer is required to extend stormwater and detention facility improvements or to improve existing stormwater and detention facility improvements to serve the requirements of the development, and the city exercises its right to request that the infrastructure be right-sized or oversized to meet additional demand beyond the scope of the original development's needs; or

10.802.6.2.3 Other requests to connect to existing stormwater and detention facility improvements included in the City's Stormwater Management Plan that would qualify as determined by the city engineer.

10.802.6.3 The city may recover from new development that connects to any infrastructure improvement to gain stormwater and drainage facility service from the improvement for the development, a pro rata share of the cost of the project, as determined by actual cost, or by city engineer estimates when actual cost is not available. The pro rata fee shall be due and payable before the approval of any plat or the issuance of any permit under the Unified Development Code.

10.802.6.4 A pro rata fee account for stormwater and drainage facilities is hereby established. The city shall deposit all pro rata fees collected into the stormwater and drainage facility account. The funds deposited into this account shall be used solely to reimburse the city and/or any owner or developer for the costs authorized under this division of installing stormwater and drainage facilities subject to a Cost Participation Agreement.

10.802.6.5 A developer who disputes the determination of the pro rata share by the City Engineer, may appeal to the city manager. If developer is not satisfied at the determination of the city manager, developer may appeal in accordance with V.T.C.A., Local Government Code § 212.904.

10.802.6.6 A developer may enter into a Cost Participation Agreement that allows a pro rata reimbursement to the developer who will construct and pay for the installation of stormwater and drainage facilities, pursuant to this section. The Cost Participation Agreement shall provide the legal property description of each lot or tract affected by such agreement and the amount of costs to be reimbursed upon connection to the stormwater and drainage facility, by each property owner affected not to exceed ten (10) years for the reimbursement of costs to the developer. The City Manager is authorized to execute a Cost Participation Agreement for either water or wastewater facility extensions on behalf of the City. The Cost Participation Agreement shall be recorded in the Williamson County Real Property records.

10.802.6.7 City administrative collection fee. On all pro rata fees reimbursed to the developer, the city shall deduct two percent of the amount collected as an administrative collection fee. The city shall deposit administrative collection fees into the city stormwater and drainage fund for expenditure by the city.

10.802.6.8 Unclaimed funds. It shall be the responsibility of any owner or developer entitled to reimbursement from the pro rata fee account to notify the city of any change of address or other information necessary for it to receive payment. If the city is unable to reimburse a developer entitled to reimbursement from the pro rata account following reasonable attempts to locate such developer, the city shall retain such unpaid funds for a period of two years after expiration of the ten-year reimbursement period. If the funds have not been disbursed within such time, the city may refund fees collected to the depositors of any pro rata fees. If any depositor cannot be located, after reasonable attempts to locate such depositors, the pro rata fees shall be transferred to the city and appropriate stormwater and drainage fund for expenditure by the city. For purposes of this section, publication of notice regarding the unpaid funds or eligibility for a refund of such funds shall constitute a reasonable attempt by the city to locate a person or entity.

10.802.6.9 This section shall not prohibit the city council from assessing benefiting property owners a portion of the cost of any stormwater and drainage facility improvement pursuant to state law or ordinances passed pursuant to the power granted to a home rule city, in lieu of a Cost Participation Agreement.

AGENDA ITEM REPORT

10.4.



To: City Council

Subject: Consideration and possible action amending Section 10.615, Road Adequacy Standards, of the Unified Development Code to provide for cost participation of transportation extensions (Legal)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Planning and Development /

Staff Contact:

BACKGROUND INFORMATION:

Section 10.615, Roadway Adequacy Standards, of the Hutto Unified Development Code provides for the planning and design of Roadways within the City Limits and Extraterritorial Jurisdiction of the City. This ordinance allows for cost participation agreements and for the collection of prorata fees from development connection and improvement of roadway facility improvements.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Cost participation would allow for cost sharing in rare cases where the City has a CIP project at the same location. This action would allow the City to recover a prorata share depending on their share of the project. No way to predict the amount of revenue this action may bring to the City at this time.

ATTACHMENTS:

1. Hutto Capital Recovery Ordinance Streets 7.30.23

ORDINANCE NO. O-2023-051

AN ORDINANCE OF THE CITY COUNCIL OF HUTTO, TEXAS AMENDING THE HUTTO UNIFIED DEVELOPMENT CODE BY AMENDING SECTION 10.615, ROAD ADEQUACY STANDARDS TO PROVIDE FOR DEVELOPER COST PARTICIPATION FOR THE EXTENSION OF STREETS; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on occasion a developer desiring to develop property will construct the extension of roads serving the property, at the developer's cost; and

WHEREAS, other properties along the extension of the roadway will benefit from the developer's expense in extending the roadway at or near the intervening property on route to the developer's property; and should share, through reimbursement, the cost of the roadway extension; and

WHEREAS, the proposed pro rata assessment apportions the reimbursement for approved construction costs through determining the cost for those intervening properties that benefit when connected to the roadway; and

WHEREAS, the pro rata fee will be collected, if within ten years of acceptance of the roadway, by the city when the property is platted and the constructing developer can receive reimbursement from the amount collected.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The City Council hereby amends the Hutto Unified Development Code Section 10.615, Road Adequacy Standards, by providing for Developer Cost Participation for the extension of roadways, as shown on Attachment "A" which is attached hereto and incorporated into this Ordinance.

3. REPEALER

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

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication in accordance with Section 3.13 of the City Charter.

6. 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.

PASSED & APPROVED this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT “A”

Section 10.615.2 Purpose and General Policy

...

- The city requires new development that is connecting to existing roadways to cost participate in roadway infrastructure of capital improvements that have been, or will be built to provide service to the development. This includes the following circumstances:
 - The city engages in a capital improvement project to deliver new or expanded utility capacity to a previously unserved, or underserved area, and new development utilizes capacity in the improvement to serve the needs of its development;
 - A developer is required to extend utility infrastructure or to improve existing utility infrastructure to serve the requirements of the development, and the city exercises its right to request that the infrastructure be right-sized or oversized to meet additional demand beyond the scope of the original development's needs; or
 - Other requests to connect to existing utility infrastructure included in the City's Water or Wastewater Master plan that would qualify as determined by the city engineer.

10.615.4 Traffic impact analyses

10.615.4.1 When required. A Traffic Impact Analysis shall be required with any application for ~~a subdivision or plat approval~~, Site Plan approval, PUD or other procedure application 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.

10.615.4.3 Submission requirements:

- Every application for ~~a subdivision or plat approval~~, Site Plan approval, PUD or other procedure application for which the proposed development generates traffic in excess of 2,000 average daily trips, shall be accompanied by a Traffic Impact Analysis shall be based on the ITE Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the road network to serve the proposed development, and whether off -site road dedication and improvements should be made to mitigate the effects of the development proposed in the application. • An initial Traffic Impact Analysis shall be submitted with the first subdivision application for the development. An updated Traffic Impact Analysis shall be submitted with each Final Plat submitted for approval and shall be generally consistent with the initial Traffic Impact Analysis. The initial Traffic Impact Analysis shall be updated whenever a ~~subdivision plat or~~ Site Plan or PUD is modified to authorize more intensive development.

10.615.4.6 Minimum road standards

...

- *Capital improvements plan for roads*

A road improvement may be considered adequate for an application if the required improvement is included, funded, and approved in the City's, County's or State's two-year capital improvements plan for roads, or if the improvement is included, funded, and approved in the City's, County's or State's three-to-five-year capital improvements plan for roads, provided that the applicant agrees to phase development to conform to such scheduled improvement. This Section shall not be construed to prevent the City from requiring dedication of rights-of-way for such roads, or from assigning trips to such roads in a traffic impact study in order to determine a development project's proportionate costs of improvements.

- *Participation in costs of improvements*

- The City may participate in the costs of improvements required by this Section in order to achieve proportionality between the traffic impacts created by the proposed development and the obligation to provide adequate roadways. In such cases, the property owner shall be responsible for the entire initial costs of road improvements, including design costs. Reimbursement of the City's agreed share of the costs shall be made as funds become available. The construction of improvements and the provisions for participation in costs by the City shall be included in a Cost Participation Agreement.
- The city may recover from new development that connects to any roadway from the improvement for the development, a pro rata share of the cost of the project, as determined by actual cost, or by city engineer estimates when actual cost is not available. The pro rata fee shall be due and payable before the approval of any plat or the issuance of any permit under the Unified Development Code.
- A pro rata fee account for roadways is hereby established. The city shall deposit all pro rata fees collected for roadways into such account. The funds deposited into this account shall be used solely to reimburse the city and/or any owner or developer for the costs authorized under this division of extending roadways subject to a Cost Participation Agreement.
- A developer who disputes the determination of the pro rata share by the City Engineer, may appeal to the city manager. If developer is not satisfied at the determination of the city manager, developer may appeal in accordance with V.T.C.A., Local Government Code § 212.904.
- A developer may enter into a Cost Participation Agreement that allows a pro rata reimbursement to the developer who will construct and pay for the extension of roadways pursuant to this section. The Cost Participation Agreement shall provide the legal property description of each lot or tract affected by such agreement and the amount of costs to be reimbursed upon connection to the roadway by each property owner affected not to exceed ten (10) years for the

reimbursement of costs to the developer. The City Manager is authorized to enter into Cost Participation Agreements on behalf of the City.

- City administrative collection fee. On all pro rata fees reimbursed to the developer, the city shall deduct two percent of the amount collected as an administrative collection fee. The city shall deposit administrative collection fees into the city **street fund** for expenditure by the city.
- Unclaimed funds. It shall be the responsibility of any owner or developer entitled to reimbursement from the pro rata fee account for roadways to notify the city of any change of address or other information necessary for the owner or developer to receive payment. If the city is unable to reimburse a developer entitled to reimbursement from the pro rata account following reasonable attempts to locate such developer, the city shall retain such unpaid funds for a period of two years after expiration of the ten-year reimbursement period. If the funds have not been disbursed within such time, the city may refund fees collected to the depositors of any pro rata fees. If any depositor cannot be located, after reasonable attempts to locate such depositors, the pro rata fees shall be transferred to the city and appropriate **street fund** for expenditure by the city. For purposes of this section, publication of notice regarding the unpaid funds or eligibility for a refund of such funds shall constitute a reasonable attempt by the city to locate a person or entity.
- This section shall not prohibit the city council from assessing benefiting property owners a portion of the cost of any water or wastewater extension pursuant to state law or ordinances passed pursuant to the power granted to a home rule city, in lieu of a Cost Participation Agreement.

AGENDA ITEM REPORT

10.5.



To: City Council

Subject: Consideration and possible action approving Ordinance No. O-2023-049 amending Chapter 9, Water & Wastewater Standards, of the Hutto Unified Development Code by adding section 10.905, Developer Cost Participation for extension of water and wastewater main utility extensions (Legal)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

This ordinance provides for Developer Cost participation for the extension of water and wastewater main utility extensions. Developments who benefit from the Developer's extension of the water and wastewater main utility extension will be assessed a prorata fee. A pro rata fund will be established. The ordinance provides for an administrative fee. The reimbursement is provided for over a ten-year period of time.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Cost participation would allow for cost sharing in rare cases where the City has a CIP project at the same location. This action would allow the City to recover a prorata share depending on their share of the project. No way to predict the amount of revenue this action may bring to the City at this time.

ATTACHMENTS:

1. Hutto Capital Recovery Ordinance 7.27.23

ORDINANCE NO. O-2023-049

AN ORDINANCE OF THE CITY COUNCIL OF HUTTO, TEXAS AMENDING THE HUTTO UNIFIED DEVELOPMENT CODE BY ADDING SECTION 10.905, DEVELOPER COST PARTICIPATION FOR EXTENSION OF WATER AND WASTEWATER MAINS; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on occasion a developer desiring utility service to property that is not currently served by a particular city utility will construct, at the developer's cost, the utility to serve that particular property; and

WHEREAS, other properties along the utility route will benefit the developer's expense in extending a line across or near the intervening property on route to the developer's property; and should share, through reimbursement, the cost of the utility extension; and

WHEREAS, the proposed pro rata assessment apportions the reimbursement for approved construction costs through determining the cost per living unit equivalent for those intervening units that could be served when connected to the utility; and

WHEREAS, the assessment will be collected, if within ten years of acceptance of the utility, by the city when the property is platted and the constructing developer can receive reimbursement from the amount collected.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The City Council hereby amends the Hutto Unified Development Code Chapter 9, Water and Wastewater Standards, by adding a new Section 10.905, Developer Cost Participation for extension of water and wastewater mains, as shown on Attachment "A" which is attached hereto and incorporated into this Ordinance.

3. REPEALER

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

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication in accordance with Section 3.13 of the City Charter.

6. 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.

PASSED & APPROVED this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT “A”

Section 10.905 Developer Cost Participation for extension of water and wastewater mains,

(a) The city requires new development that is connecting to existing utility infrastructure to cost participate in utility infrastructure of capital improvements that have been, or will be built to provide service to the development. This includes the following circumstances:

- (1) The city engages in a capital improvement project to deliver new or expanded utility capacity to a previously unserved, or underserved area, and new development utilizes capacity in the improvement to serve the needs of its development;
- (2) A developer is required to extend utility infrastructure or to improve existing utility infrastructure to serve the requirements of the development, and the city exercises its right to request that the infrastructure be right-sized or oversized to meet additional demand beyond the scope of the original development's needs; or
- (3) Other requests to connect to existing utility infrastructure included in the City’s Water or Wastewater Master plan that would qualify as determined by the city engineer.

(b) The city may recover from new development that connects to any infrastructure improvement to gain utility service from the improvement for the development, a pro rata share of the cost of the project, as determined by actual cost, or by city engineer estimates when actual cost is not available. The pro rata fee shall be due and payable before the approval of any plat or the issuance of any permit under the Unified Development Code.

(c) A pro rata fee account is hereby established. The city shall deposit all pro rata fees collected into such account. The funds deposited into this account shall be used solely to reimburse the city and/or any owner or developer for the costs authorized under this division of installing utility lines subject to a pro rata fee assessment.

(d) A developer who disputes the determination of the pro rata share by the City Engineer, may appeal to the city manager. If developer is not satisfied at the determination of the city manager, developer may appeal in accordance with V.T.C.A., Local Government Code § 212.904.

(e) A developer may enter into a Cost Participation Agreement that allows a pro rata reimbursement to the developer who will construct and pay for the installation of either a water or wastewater extension line, pursuant to this section. The Cost Participation Agreement shall provide the legal property description of each lot or tract affected by such agreement and the amount of costs to be reimbursed upon connection to the line by each property owner affected not to exceed ten (10) years for the reimbursement of costs to the developer.

(e) City administrative collection fee. On all pro rata fees reimbursed to the developer, the city shall deduct two percent of the amount collected as an administrative collection fee. The city shall deposit administrative collection fees into the city utility fund for expenditure by the city.

(e) Unclaimed funds. It shall be the responsibility of any owner or developer entitled to reimbursement from the pro rata fee account to notify the city of any change of address or other information necessary for it to receive payment. If the city is unable to reimburse a developer

entitled to reimbursement from the pro rata account following reasonable attempts to locate such developer, the city shall retain such unpaid funds for a period of two years after expiration of the ten-year reimbursement period. If the funds have not been disbursed within such time, the city may refund fees collected to the depositors of any pro rata fees. If any depositor cannot be located, after reasonable attempts to locate such depositors, the pro rata fees shall be transferred to the city and appropriate utility fund for expenditure by the city. For purposes of this section, publication of notice regarding the unpaid funds or eligibility for a refund of such funds shall constitute a reasonable attempt by the city to locate a person or entity.

(f) This section shall not prohibit the city council from assessing benefiting property owners a portion of the cost of any water or wastewater extension pursuant to state law or ordinances passed pursuant to the power granted to a home rule city, in lieu of a Cost Participation Agreement.

AGENDA ITEM REPORT

10.6.



To: City Council
Subject: Consideration and possible action approving Ordinance No. O-2023-050 amending Article 14.07, Discrimination, of the Hutto Code of Ordinances to prohibit discrimination based on gender identity or sexual orientation (First Reading) (Councilmember Dan Thornton and Mayor Pro Tem Peter Gordon)
Meeting: Thursday, August 3, 2023
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impacts.

ATTACHMENTS:

1. Hutto Ord Amending 14.07 Discrimination Final 7.30.23

ORDINANCE NO. O-2023-050

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 14.07, DIVISION 1, OF THE CODE OF ORDINANCES TO PROHIBIT DISCRIMINATION BASED ON GENDER IDENTITY OR SEXUAL ORIENTATION; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

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

Section 2. Enactment: Chapter 14, Article 14.07, Section 001, Division 1 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the 3rd day of August **2023**.

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2023** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

Attachment “A”

14.01 Discrimination

Division 1 Generally

§ 14.07.001

It is hereby declared to be the public policy of the city that all of its residents and persons subject to its jurisdiction should enjoy equal freedom to pursue their aspirations and that discrimination against any individual or group because of race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression is detrimental to the peace, progress and welfare of the city.

Division 2 Fair Housing

§ 14.07.031 Declaration of policy.

(a) It is hereby declared to be the policy of the city of bring about through fair, orderly and lawful procedures the opportunity of each person to obtain housing without regard to race, color, creed, religion, sex, national origin, disability ~~physical or mental handicap~~, marital ~~familial~~ status, ~~parenthood, or age~~, sexual orientation, transgender, gender identity or gender expression.

(b) It is further declared that such policy is established upon a recognition of the inalienable rights of each individual to obtain housing without regard to ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ of race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression; and further that the denial of such rights through considerations based on ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression is detrimental to the health, safety and welfare of the inhabitants of the city and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

§ 14.07.032 Definitions.

As used in this division, the following words and phrases shall have the meanings respectively ascribed to them in this section, unless the context requires otherwise:

Age. In the context of unlawful discrimination on the basis of age, the prohibitions in this division shall be limited to individuals who are at least 40 years of age.

Disability. With respect to an individual:

- (1) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- (2) A record of such an impairment; or
- (3) Being regarded as having such an impairment.

Discrimination. Disparate treatment or treatment resulting in disparate effect, which shall include, but not be limited to, withholding or denying of entry, services or facilities, or any other advantage offered to the general public.

Gender Expression. A person's external characteristics and behaviors including, but not limited to, dress, grooming, mannerisms, speech patterns and social interactions that are socially identified with a particular gender.

Gender Identity. A person's innate, deeply felt sense of gender, which may or may not correspond to the person's body or sex listed on their original birth certificate.

Sexual Orientation. Heterosexuality, same-gender relationships or bisexuality or being identified with such orientation.

Transgender. A person who experiences and/or expresses their gender differently from conventional or cultural expectations including, but not limited to those who express a gender that does not match the sex listed on their original birth certificate or who physically alter their sex.

§ 14.07.034 Discrimination in sale or rental of housing.

Except as exempted by section **14.07.038**, it shall be unlawful to:

(1) Refuse to sell or rent after the making of a bona fide offer or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny a dwelling to any person because of ~~race,~~ color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(2) Discriminate against any person in the terms, conditions, or privileges of a sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of ~~race,~~ color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(3) Make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression, or an intention to make any such preference, limitation or discrimination.

(4) Represent to any person because of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(5) Induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

§ 14.07.035 Discrimination in housing financing.

It shall be unlawful for any bank, building and loan association, insurance company, or other person whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or the terms or conditions of such loan or other financial assistance because of the ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression of such person or such persons associated therewith or because of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings for which such loan or other financial assistance is to be made or given.

§ 14.07.036 Discrimination in providing brokerage service.

It shall be unlawful for any person to deny another person access to membership in or participation in any multiple listing service, real estate brokers' organization, or other service, organization or

facility relating to the business of selling and renting dwellings, or to discriminate against another person in the terms or conditions of such access, membership or participation, on account of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood,~~ or age race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

§ 14.07.037 Unlawful intimidation.

It shall be unlawful for any person to harass, threaten, harm, damage or otherwise penalize any individual, group, or business if the individual, group, or business has complied with the provisions of this division or has exercised in good faith rights under this division, or has enjoyed the benefits of this division, or because such individual, group, or business has made a charge in good faith, testified in good faith or assisted in good faith in any manner in any investigation or in any proceeding hereunder or has made any report to the director.

§ 14.07.038 Exemptions and exclusions.

(a) Nothing in this division shall apply to:

(1) Any single-family house sold or rented by an owner, provided that:

(A) Such private individual owner does not own more than three (3) single-family houses at any one time;

(B) If the owner does not reside in the house at the time of the sale or was not the most recent resident of such house prior to the sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four-month period;

(C) Such bona fide private individual owner does not own any interest in, nor is there owned or reserved on such person's behalf, under any express or voluntary agreement, title to or any right to all or any portion of the proceeds from the sale or rental of more than three (3) such single-family houses at any one time;

(D) The sale or rental is made without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person; and

(E) The sale or rental is made without the publication, posting or mailing of any advertisement or written notice in violation of this division; but nothing in this provision

shall prohibit the use of attorneys, escrow agents, abstractors, title companies and other such professional assistance as necessary to perfect or transfer the title.

(2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(b) For the purposes of subsection (a), a person shall be deemed to be in the business of selling or renting dwellings if:

(1) He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein;

(2) He has, within the preceding twelve (12) months, participated as agent, other than in the sale of his own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or

(3) He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(c) Nothing in this division shall prohibit a religious organization, association or society or a nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(d) Nothing in this division shall prohibit a private club, not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members, or from giving preference to its members.

(e) Nothing in this division shall bar any person from owning and operating a housing accommodation in which rooms are leased, subleased or rented only to persons of the same sex,

when such housing accommodation contains common lavatory, kitchen or similar facilities available for the use of all persons occupying such housing accommodation.

(f) Nothing in this division shall prohibit the sale, rental, lease or occupancy of any dwelling designed and operated exclusively for senior adults and their spouses, unless the sale, rental, lease or occupancy is further restricted on account of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(g) Nothing in this division shall bar a person who owns, operates or controls rental dwellings, whether located on the same property or on one or more contiguous parcels of property, from reserving any grouping of dwellings for the rental or lease to tenants with a minor child or children; provided, however, in the event that said reserved area is completely leased or rented, the person owning, operating or controlling said rental dwelling may not refuse to rent or lease any other available dwelling to the prospective tenant on the basis of the tenant's status as parent or any other of the protected classifications set forth in this division.

(2007 Code, sec. 1.06.038)

§ 14.07.039 **Violations.**

No person shall violate any provision of this division or knowingly obstruct or prevent compliance with this division.

(2007 Code, sec. 1.06.039)

§ 14.07.040 Enforcement.

(a) Generally.

The director of the human relations department shall have the responsibility of administering and implementing this division. The director may delegate the authority to investigate and conciliate complaints to other designated city employees.

(b) Complaints.

(1) Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereinafter referred to as the "charging party") may file a complaint with the director. Such complaint shall be in writing and shall identify the person alleged to have committed or alleged to be committing a discriminatory housing practice and shall state the

facts upon which the allegations of a discriminatory housing practice are based. The director shall prepare complaint forms and furnish them without charge to any person, upon request.

(2) The director shall receive and accept notification and referral complaints from the U.S. Attorney General and the Secretary of Housing and Urban Development pursuant to the provisions of title VIII, Fair Housing Act of 1968, Public Law 90-284, and shall treat such complaints hereunder in the same manner as complaints filed pursuant to subsection (1) above.

(3) All complaints shall be filed within one hundred eighty (180) days following the occurrence of an alleged discriminatory housing practice. Upon the filing or referral of any complaint, the director shall provide notice of the complaint by furnishing a copy of such complaint to the person named therein (hereinafter referred to as the “respondent”) who allegedly committed or was threatening to commit an alleged discriminatory housing practice. The respondent may file an answer to the complaint within fifteen (15) days of receipt of the written complaint.

(4) All complaints and answers shall be subscribed and sworn to before an officer authorized to administer oaths.

(5) If at any time the director shall receive or discover credible evidence and shall have probable cause to believe that any person or persons have committed a discriminatory housing practice as to which no complaint has been filed or is about to be filed, the director may prepare and file a complaint upon his own motion and in his own name, and such complaint shall thereafter be treated in the same manner as a complaint filed by a person aggrieved.

(2007 Code, sec. 1.06.040)

§ 14.07.041 **Investigation and conciliation.**

(a) Upon the filing or referral of a complaint as herein provided, the director shall cause to be made a prompt and full investigation of the matter stated in the complaint; provided, however, that before any charge becomes accepted for investigative purposes, the director or an investigator shall have personally reviewed with the charging party the allegations contained therein and shall have determined that said charge comes within the provisions of this division. In the event such review results in the determination that a particular charge does not come within the provisions of this division, the charging party shall be given a clear and concise explanation of the reasons why it does not.

(b) If the director determines that there is not probable cause to believe that a particular alleged discriminatory housing practice has been committed, the director shall take no further action with respect to that alleged offense.

(c) During or after the investigation, but subsequent to the mailing of the notice of complaint, the director shall, if it appears that a discriminatory housing practice has occurred or is threatening to occur, attempt by informal endeavors to effect conciliation, including voluntary discontinuance of the discriminatory housing practice, and to obtain adequate assurance of future voluntary compliance with provisions of this division. Nothing said or done in the course of such informal endeavors may be made public by the director, the commission, the investigator, the conciliator, the charging party, or the respondent, or be used as evidence in a subsequent proceeding, without the written consent of all persons concerned.

(d) Upon completion of an investigation where the director has made a determination that a discriminatory housing practice has in fact occurred, if the director is unable to secure from the respondent an acceptable conciliation agreement, then the human relations commission of the city must, upon a majority vote, refer the case to the city attorney for prosecution in municipal court or to other agencies as appropriate. With such recommendation of the director and the referral of the human relations commission, the director shall refer his entire file to the city attorney. The city attorney shall, after such referral, make a determination as to whether to proceed with prosecution of such complaint in municipal court.

§ 14.07.042 Penalty.

If a discriminatory housing practice is found to have in fact occurred and the case has been referred to municipal court, the respondent shall be assessed a penalty in accordance with the general penalty in section **1.01.009** of this code per violation.

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2023-175 appointing a Charter Review Commission and providing recommendations for the Charter Review Commission to review (Councilmember Randal Clark, Mayor Pro Tem Peter Gordon)
Meeting: Thursday, August 3, 2023
Department: City Council /
Staff Contact: James Earp

BACKGROUND INFORMATION:

This resolution would allow the City Council to appoint the Charter Review Commission as allowed by the City Charter:

SECTION 13.12 CHARTER REVIEW COMMISSION

Consistent with applicable state law, the City Council shall appoint a commission no later than every fourth-year hereafter, a Charter Review Commission of seven (7) citizens of the City, and each member of the governing body shall appoint one member to the commission.

Previously, Council had a work session on December 12, 2022. The proposed Charge, attached as Exhibit "A", were discussed at the Council work session. Council may add or delete to the proposed Charge.

SUMMARY OF REQUEST:

Consideration of the request as presented

STAFF REVIEW:

No recommendation

FISCAL NOTES:

No fiscal impact for this item.

ATTACHMENTS:

1. Hutto Resolution Charter Review Commission 7.25.23

AGENDA ITEM REPORT

11.1.



RESOLUTION NO. R-2023-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPOINTING MEMBERS TO THE CHARTER REVIEW COMMISSION IN ACCORDANCE WITH SECTION 13.12 OF THE HUTTO CITY CHARTER; ISSUING THE COMMISSION’S CHARGE; ADOPTING PROCEDURAL RULES FOR THE COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Council to begin the review of the City of Hutto’s Charter as described in Section 13.12 in order to recommend changes, if any; and

WHEREAS, in accordance with Section 13.12 of the Charter of the City of Hutto, Texas, the City Council desires to appoint a Charter Review Commission, (“Commission”), of seven (7) citizens of the City with each member of the City Council appointing one member to the commission.

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

Section 1. That the above findings are hereby true and correct and are incorporated herein in their entirety.

Section 2. That the following shall be appointed to the Charter Review Commission for the purpose of making recommendations to the City Council for appropriate amendments to be approved by the voters at an election called for such purpose to be held on May 3, 2024.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

Section 3. That the City Council hereby issued the Charge to the Commission, attached as Exhibit “A.”

That the City Council hereby adopts the procedural rules for the Commission to follow in carrying out its duties, attached as Exhibit “B” and incorporated herein.

Section 4. That this Resolution shall become effective immediately upon approval by the City Council of the City of Hutto, Texas.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this 3rd day of August by a vote of _____ (*ayes*)
to _____ (*nays*) to _____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit “A”

Charge to Charter Commission

The following Sections have been identified for potential amendments:

Section 3.01, Number, Selection and Term

- Review

Section 3.04, Compensation

Reason for Amendment

- Align Charter compensation provisions with Texas Constitutional provisions.

Proposed Amendments

- Change “compensation” to “salary.”
- Clarify that Mayor/Councilmember only receive pay, subject to limitations of state constitution.
- Remove pay; just reimbursement only.
- Remove “regular meeting” limitation, so get paid for special meetings.

Section 3.05, Mayor and Mayor Pro-Tem

Reasons for Amendment

- Prior issues with how election of mayor Pro-tem occurs if there is a runoff election.

Proposed Amendments

- The Mayor Pro-Tem shall be a Council member, elected by the City Council at the first regular City Council meeting following each regular City election or run-off election, if applicable.

Section 3.13, Ordinances

Proposed Amendment

Shall ARTICLE 3, ORDINANCES, Sec. 3.13 be amended to provide for action requiring an ordinance, ordinances in general, ordinances to require one (1) reading, the form, procedures for adoption, effective date and publication of ordinances, and emergency ordinances as allowed by state law?

Section 5.02, Filing for Office

Reason for Amendment

- A city cannot discipline or take any other adverse employment action against an employee simply because they are a candidate for office. TEX. LOC. GOV'T CODE § 150.041.

Proposed Amendment - Remove from Charter

Article 8, Financial Administration

SECTION 8.07 AMENDMENTS AFTER ADOPTION

d) Transfer of Appropriations. At any time during the fiscal year the City Council may by ordinance transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriations for other departments or major organizational units. The City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit, except for a transfer of funds for employee separation pay, which shall be limited by ordinance, and shall report such transfers to the City Council no later than the next regular City Council meeting.

Reason for Amendment

- Restrictions on city manager authority to move funds around to refill the \$50k budget item for separation agreements.

Proposed Amendments

- Proposed amendment as shown in underline above.

Section 13.03, Ethics

a) Conflicts of Interest. The use of public office for private gain is prohibited. The City Council shall implement this prohibition by ordinance. [Regulations to this end] The prohibitions adopted by Council by ordinance shall include but not be limited to acting in an official capacity on matters in which the official has a [private financial interest] substantial interest as defined by Texas Local Government Code Chapter 171 clearly separate from that of the general public, the acceptance of gifts and other things of financial value, acting in a private capacity on matters dealt with as [a public] an elected or appointed official, the use of confidential information, and appearances by City officials before other City agencies on behalf of private interests. This ordinance shall provide for reasonable public disclosure of finances by elected and appointed officials with major decision-making authority over monetary expenditures and contractual matters and, insofar as permissible under State law, shall provide fines and punishment for violations.

Reason for Amendment

- Clarify and remove vague wording.

Proposed Amendment – as underlined above.

Exhibit “B”

Charter Review Commission Procedural Rules

Duties and Responsibilities

The duties of the Hutto Charter Review Commission are as follows:

1. Inquire into the operation of the City Government under the Charter provisions and determine whether any such provisions require revision. To this end public hearings may be held; and the Commission shall have the power to compel the attendance of any officer or employee of the City and require the submission of any of the City records which it may deem necessary to the conduct of such hearing;
2. Propose any recommendations it may deem desirable to ensure compliance with the provisions of the Charter by the departments of the City;
3. Propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions; and
4. Report its findings and present its proposed amendments, if any, to the City Council.

Meeting Rules and Procedures Generally

The Charter Review Commission shall follow the adopted policy regarding City of Hutto Boards, Commissions and Authorities. Robert’s Rules of Order, current edition, shall be the parliamentary rules for the Charter Review Commission.

Legal Conformance

All meetings, actions, and other responsibilities and duties carried out by the Charter Review Commission shall be done in conformance with all applicable federal, state, and local laws.

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Consideration and possible action relating to Texas Attorney General Opinion AC-0001 relating to whether, under Texas Constitution Article XVI, Section 40, a State employee receiving all or part of their compensation from State funds may also receive compensation as an elected member of the Hutto City Council (Legal)
Meeting: Thursday, August 3, 2023
Department: Legal /
Staff Contact: James Earp

BACKGROUND INFORMATION:

Attached is Texas Attorney General Opinion AC-0001. This agenda item allows Council to discuss this opinion and provide direction to staff concerning Council pay.

A legal memo has been provided by the City Attorney.

SUMMARY OF REQUEST:

Consideration of the requested item.

STAFF REVIEW:

No recommendation

FISCAL NOTES:

Council members receive about \$9,600 per year.

ATTACHMENTS:

1. Tex.AttyGen Op AC-0001



THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

July 17, 2023

The Honorable Dee Hobbs
Williamson County Attorney
405 M.L.K. Street, #7
Georgetown, Texas 78626

Opinion No. AC-0001

Re: Whether, under Texas Constitution article XVI, section 40, a state employee receiving all or part of their compensation from state funds may also receive compensation as an elected member of the Hutto City Council (RQ-0498-KP)

Dear Mr. Hobbs:

On behalf of the Mayor of the City of Hutto ("City"), you ask whether a state employee receiving all or part of their compensation from state funds may also receive compensation as an elected member of the Hutto City Council.¹ Your letter explains that in 2021, voters of the City voted to provide for compensation for the mayor and city council members through its charter rather than fixing compensation by ordinance. Request Letter at 1. As a result, section 3.04 of the City's charter now provides in relevant part:

b) City Council members shall receive as compensation the sum of four hundred dollars (\$400.00) for attendance at each regular City Council meeting; provided, however, that no City Council member shall receive compensation for more than two (2) meetings in any one month.

c) The Mayor and City Council members shall be entitled to all necessary expenses incurred in the performance of their official council duties upon approval by the City Council.

HUTTO, TEX., CITY CHARTER, art. III, § 3.04(b), (c) (2021) ("Charter"). Your letter states that a legislative director for a member of the Texas Legislature was elected to the Hutto City Council on May 7, 2022. Request Letter at 1. As a legislative director, the person receives a salary from

¹See Letter from Honorable Dee Hobbs, Williamson Cnty. Att'y, to Off. of the Att'y Gen., Op. Comm. at 1 (Jan. 24, 2023), <https://www.texasattorneygeneral.gov/sites/default/files/request-files/request/2023/RQ0498KP.pdf> ("Request Letter").

state funds. *Id.* The inquiry stems from the prohibition found in article XVI, subsection 40(b) of the Texas Constitution, which provides that

[s]tate employees or other individuals who receive all or part of their compensation either directly or indirectly from funds of the State of Texas and who are not State officers, shall not be barred from serving as members of the governing bodies of school districts, cities, towns, or other local governmental districts. Such State employees or other individuals *may not receive a salary for serving as members of such governing bodies*,

with certain exceptions not relevant here.² TEX. CONST. art. XVI, § 40(b) (emphasis added); Request Letter at 2. Specifically, you ask “whether a state employee who receives all or part of their compensation from funds of the State of Texas, and who is also an elected . . . member of a municipal governing body, can receive compensation from the elected municipal position while still collecting his state employee salary from the state[.]”³ Request Letter at 2.

The plain language of article XVI, subsection 40(b) prohibits state employees who receive compensation from state funds from “receiv[ing] a salary” for their service as local governmental body members. TEX. CONST. art. XVI, § 40(b) (emphasis added). This office previously advised you regarding whether the compensation provided by subsection 3.04(b) of the Charter constitutes a “salary” for purposes of the prohibition in article XVI, subsection 40(b). *See* Tex. Att’y Gen. Op. No. KP-0414 (2022). In Opinion KP-0414, we were unable to predict with certainty whether a court would equate the term “salary” with “compensation” because no court had directly addressed the meaning of the terms “salary” and “compensation” in article XVI, subsection 40(b). *Id.* at 2–3. No court has construed these terms as they are used in article XVI, subsection 40(b) since the time KP-0414 was issued.

Opinion KP-0414 did advise, however, that by virtue of its home-rule status the City has discretion to construe the per-meeting payment in subsection 3.04(b) of the Charter, subject to judicial review. *Id.* at 3–4. You do not inform us that the City has made any such determination but we are aware that the City approved a resolution stating that “[t]he ‘compensation’ received under section 3.04(b) of the Charter is different from the reimbursement of expenses under section 3.04(c) of the Charter and is a ‘salary’ under subsection 40(b), article XVI of the Texas Constitution.”⁴ So construed, a city council member employed as a legislative director and

²Article XVI, subsection 40(b)(1) excepts certain schoolteachers and administrators from the prohibition, allowing them to “receive compensation for serving as a member of a governing body of a school district, city, town, or local governmental district, including a water district . . .” TEX. CONST. art. XVI, § 40(b)(1). In addition, article XVI, subsection 40(b)(2) allows certain higher education faculty members to “receive compensation for serving as a member of a governing body of a water district . . .” *Id.* § 40(b)(2).

³We understand you to ask whether the affected council member may receive the per-meeting payment set forth in subsection 3.04(b) of the Charter.

⁴City of Hutto Council Meeting Minutes at 10 (Oct. 20, 2022) (council action approving Resolution No. R-2022-089), available at <https://www.huttotx.gov/129/Agendas-Minutes-Archive>; *see also* City of Hutto Resolution No. R-2022-089 (unsigned copy on file with the Op. Comm.).

receiving compensation from the State of Texas for that employment must decline⁵ the per-meeting payment of subsection 3.04(b) of the Charter in order to avoid violating article XVI, subsection 40(b).⁶

To the extent the underlying question is whether there would be a conflict between the Charter, which provides that “City Council members *shall* receive” the salary payment, and the Texas Constitution, which provides that an individual meeting the circumstances of article XVI, subsection 40(b) “may not receive a salary,” we address it briefly. HUTTO, TEX., CITY CHARTER, art. III, § 3.04(b) (2021) (emphasis added); TEX. CONST. art. XVI, § 40(b). The City is a home-rule city that derives its authority from the Texas Constitution and the Charter adopted by its voters. *Powell v. City of Houston*, 628 S.W.3d 838, 842 (Tex. 2021). As such, the City “may exercise all powers not denied to [it] by the Constitution or state law.” *Id.*; *see also* TEX. CONST. art. XI, § 5(a) (providing that a charter provision may not be inconsistent with the Texas Constitution). Article XVI, subsection 40(b) expressly prohibits an individual described therein from receiving a salary for serving as a member of a city’s governing body. TEX. CONST. art. XVI, § 40(b). To the extent the City construes subsection 3.04(b) of the Charter to mandate that a city council member receive a per-meeting salary payment, it is unenforceable as applied to a council member who is prohibited from receiving salary under article XVI, subsection 40(b). As the Charter provision is unenforceable in those circumstances, an affected council member declining the per-meeting payment does not violate the Charter.

⁵Your letter refers to prior opinions of our office concluding that compensation attached to an office is an incident of office that cannot be repudiated to avoid the dual office holding prohibition of subsection 40(a) of the Texas Constitution. *See* Request Letter at 2; *see also* TEX. CONST. art. XVI, § 40(a) (stating that “[n]o person shall hold or exercise at the same time, more than one civil office of emolument,” with certain exceptions not relevant here). However, that analysis does not apply here because article XVI, subsection 40(b) concerns state-paid individuals “who are not State officers[.]” TEX. CONST. art. XVI, § 40(b); *see also* Tex. Att’y Gen. Op. No. KP-0265 (2019) at 1–2 (explaining that both positions must be “officers” for the dual office holding prohibition of subsection 40(a) to apply). In declining the per-meeting payment, the affected council member is not attempting to change the character of the city council position from being an office of emolument but, instead, is simply obeying subsection 40(b)’s condition for being a state employee and a member of a municipal governing body. Thus, our analysis in prior opinions concerning the repudiation of salary under subsection 40(a) does not apply in the present context and the affected council member is not prohibited from declining the per-meeting payment of the Charter.

⁶Our conclusion should not be read to restrict the city council from including the salary amount for the council member position in its annual budget, as the constitutional prohibition concerns the *receipt* of salary by an individual so long as the circumstances disqualifying the receipt of salary remain in place. *See* TEX. CONST. art. XVI, § 40(b).

S U M M A R Y

Article XVI, subsection 40(b) of the Texas Constitution prohibits a state employee who receives all or part of their compensation from state funds from receiving a salary for serving as an elected member of the Hutto City Council. As the Hutto City Council has construed the per-meeting payment provided by subsection 3.04(b) of the Hutto City Charter to constitute “salary” under article XVI, subsection 40(b), a state employee serving as a council member must decline the charter’s salary payment in order to comply with article XVI, subsection 40(b).

Very truly yours,

A handwritten signature in black ink that reads "Angela Colmenero". The signature is fluid and cursive, with the first name "Angela" and last name "Colmenero" clearly distinguishable.

ANGELA COLMENERO
Provisional Attorney General of Texas

BRENT WEBSTER
First Assistant Attorney General

LESLEY FRENCH
Chief of Staff

D. FORREST BRUMBAUGH
Deputy Attorney General for Legal Counsel

AUSTIN KINGHORN
Chair, Opinion Committee

BECKY P. CASARES
Assistant Attorney General, Opinion Committee

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Discussion and possible action to reschedule the October 5th City Council meeting (James Earp)
Meeting: Thursday, August 3, 2023
Department: City Manager /
Staff Contact: James Earp

BACKGROUND INFORMATION:

This year's Texas Municipal League Annual Conference takes place in Dallas on October 4 - 6. The first City Council meeting in October is October 5th. Therefore, given the participation of several City Council members, Leadership Team and staff attending the conference, it is recommended that the October 5 meeting is rescheduled.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact from this item.

ATTACHMENTS:

None

AGENDA ITEM REPORT

13.1.



To: City Council

Subject: Consider and possible action approving Resolution No. R-2023-180 finding that Oncor Electric Delivery Company LLC 's application to amend its distribution cost recovery factor and update generation riders to increase distribution rates within the City should be denied; authorizing participation with the steering committee of cities served by Oncor; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (Legal)

Meeting: Thursday, August 3, 2023

Department: Legal /

Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

On June 30, 2023, Oncor Electric Delivery Company, LLC ("Oncor" or "Company") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 55190.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

AGENDA ITEM REPORT

13.1.



3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

Oncor seeks to recover \$1.82 million total for mobile generation, but this figure includes amounts previously approved in Docket No. 53601.

This proceeding requests an additional \$1.07 million beyond what the Commissioners approved in Docket 53601.

I figured I would clarify because Oncor, at the beginning, states that it seeks \$1.82 million related to mobile generation.

Also, Oncor did not include an figure related to an increase on individual retail customer bills.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Oncor bills residents directly based on Council approval to bill the rates. The city then receives an annual franchise fee calculated on a percentage of the amount billed to the residents. This resolution seeks to deny increases to current Oncor rates, and therefore the fiscal impact of this denial action is \$0.

ATTACHMENTS:

1. 2023.07.24_Denial-Resolution_2023_Oncor Texas_RMD.v2

AGENDA ITEM REPORT

13.1.



RESOLUTION NO. R-2023-180

A RESOLUTION OF THE CITY HUTTO, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

Section 1: That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2: That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3: That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4: That the Company shall continue to charge its existing rates to customers within the City.

Section 5: That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7: That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

RESOLVED this 3rd day of August, 2023.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.2.



To: City Council
Subject: Consideration and possible action on Resolution R-2023-168 approving an Economic Development Performance Agreement for Project Hutto Hospitality as approved by the Hutto Economic Development Corporation via Resolution R-2023-150 at their meeting on July 10, 2023 (Bob Farley)
Meeting: Thursday, August 3, 2023
Department: Economic Development /
Staff Contact:

BACKGROUND INFORMATION:

At their meeting on July 10, 2023, the Hutto Economic Development Corporation (HEDC) approved an Economic Development Performance Agreement (EDPA) for Project Hutto Hospitality in the amount of \$300,000 in a loan structure with the opportunity for forgiveness of the full loan amount should the development meet the requirements of the agreement. The Resolution approving the agreement is attached (R-2023-150). The EDPA and Promissory Note are confidential as they are pending execution and will be provided to City Council via confidential access as soon as received.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

There is cash available for this incentive that allows the EDC to pay the City \$300k for the development fees associated with the construction of the hotel. The below cash flow shows the \$300k proposed payment in September 2023 and that EDC's cash flow remains positive. Finance sees no issue with a \$300k outflow in September

AGENDA ITEM REPORT

13.2.



2023.

Pro Forma								
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	FY23	FY23	FY23	FY23	FY24	FY24	FY24	FY24
Revenue	\$699,299	\$852,759	\$841,111	\$855,000	\$921,000	\$921,000	\$921,000	\$921,000
Land Sales	\$0	\$0	\$0	\$0	\$3,972,672	\$6,545,454	\$0	\$0
Loan Proceeds (a)		\$20,681,664						
Total Inflows	\$699,299	\$21,534,423	\$841,111	\$855,000	\$4,893,672	\$7,466,454	\$921,000	\$921,000
Operating Expense	\$87,460	\$138,555	\$280,000	\$255,000	\$156,500	\$206,500	\$281,500	\$156,500
Personnel Expenses	\$52,261	\$48,495	\$52,261	\$52,261	\$53,829	\$53,829	\$53,829	\$53,829
Incentive Agreements	\$0	\$75,000	\$35,000	\$0	\$350,000	\$558,333	\$595,937	\$50,000
Proposed Incentives	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
Land Purchases	\$0	\$20,574,294	\$0	\$0	\$0	\$0	\$0	\$0
Infrastructure Improvements (b)	\$0	\$0	\$0	\$489,171	\$0	\$0	\$0	\$0
Debt Payments (c)	\$0	\$1,388,425	\$420,758	\$641,624	\$4,253,922	\$7,930,570	\$65,191	\$438,545
Total Outflows	\$139,721	\$22,224,769	\$788,019	\$1,738,056	\$4,814,251	\$8,749,233	\$996,457	\$698,874
Change in Cash Balance	\$559,578	(\$690,346)	\$53,092	(\$883,056)	\$79,421	(\$1,282,779)	(\$75,457)	\$222,126
Beginning Cash Balance	\$3,990,548	\$4,550,126	\$3,859,780	\$3,912,872	\$3,029,815	\$3,109,236	\$1,826,458	\$1,751,001
Ending Cash Balance	\$4,550,126	\$3,859,780	\$3,912,872	\$3,029,815	\$3,109,236	\$1,826,458	\$1,751,001	\$1,973,126
(a) Includes \$14.78 million loan with Alliance bank, and \$6 million loan from City								
(b) Waterline for E/W Spine Road								
(c) Debt payments in Q2 of 2023 include the \$1.25 million deposit into Alliance bank escrow fund								

ATTACHMENTS:

- COH Resolution for Hutto Hospitality EDPA_R-2023-168

RESOLUTION NO. R-2023-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS
CONSENTING TO AND APPROVING A ECONOMIC DEVELOPMENT
PERFORMANCE AGREEMENT BETWEEN HUTTO HOSPITALITY, LLC
AND THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TO
PROMOTE NEW OR EXPANDED BUSINESS DEVELOPMENT WITHIN THE
CITY OF HUTTO, AUTHORIZING THE PROJECT AND EXPENDITURES;
PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the Hutto Economic Development Corporation, Type B (the “HEDC”) is an economic development corporation operating pursuant to the Development Corporation Act, as codified in the Local Government Code, as amended and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the City Council finds and incorporates the recitals located on page one of the Economic Development Performance Agreement between Hutto Hospitality, LLC and the HEDC for the Hutto Hospitality Hotel Project (the “EDPA”) attached hereto as Exhibit A and incorporated herein for all purposes,

WHEREAS, the City Council finds the EDPA provides for a development named Hutto Hospitality Hotel Project, as further described in the EDPA; and

WHEREAS, the City Council finds it should consent and approve the Project and expenditures in support of the HEDC in carrying out the Board’s goals to develop and diversify the state's economy, to eliminate unemployment or underemployment, and to develop and expand state commerce; and

WHEREAS, the City Council finds that all conditions precedent for the EDPA which are necessary to fund the Hutto Hospitality Hotel Project have been fulfilled.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hutto, Texas that:

1, The statements set forth in and by reference in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

2. To the extent sufficient funds are not yet appropriated in the Corporate Budget of the Corporation, the City Council approves the necessary appropriation to fund the incentives included in the EDPA attached as Exhibit A to this Resolution, which is hereby in all things approved and authorized by the City Council of the City of Hutto, Texas.

3. The City Council of the City of Hutto authorizes the expenditures required therein and related thereto in accordance with Texas Local Government Code Section 501.073(a).

5. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation and this Resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

6. If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

7. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the Corporation and the Agreements shall be binding on the Corporation upon its approval by the City Council of the City of Hutto, Texas.

PASSED AND ADOPTED by the City Council of the City of Hutto, Texas on this 20th day of July, 2023.

APPROVED

Mike Snyder, Chair

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.3.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-174 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with Associated Construction Partners, Ltd. in the amount of \$119,894.39 related to the Frameswitch 20 Million Gallons per Day (MGD) Pumping Station and 3.0 Million Gallon (MG) Ground Storage Tank (GST) projects (CIP W-01 and W-03) (Matt Rector)
Meeting: Thursday, August 3, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On April 20, 2023 the City Council authorized the award of a contract to Associated Construction Partners, Ltd. for the amount of \$17,651,287.00.

The City Engineer has negotiated two deductive change orders to the contract since the original award.

Change Order #1 was a deduction of \$205,627.93. This resulted in a new contract price of \$17,445,659.07.

Change Order #2 was a deduction of \$159,850.00. This resulted in a new contract price of \$17,285,809.07.

This will be the third change order to the contract. The reasoning for this change order is that part of the project would require a temporary shut down of the system at Frameswitch. During the design, it was believed that this temporary shut down could happen over night when demand was lower. In an abundance of caution because of the high demand the water system is experiencing, the Public Works team has indicated that they will not allow any shut down. Because of this, a bypass must be installed to allow the new connections to be made. The result is an increase in labor, additional piping, additional valves, and additional line stops for a cost of \$119,894.39. This change order would result in a new contract price of \$17,405,703.46, which is still a reduction from the original award.

Per conversations with finance, the deductive change orders can be executed without City Council authorization. However, the purchasing policy indicates, "City Manager or Assistant City Manager may approve Construction Contract Change Orders up to \$49,999.99 in the aggregate. Construction Contract Change Orders greater than \$50,000 require City Council or designee approval."

AGENDA ITEM REPORT

13.3.



SUMMARY OF REQUEST:

Approval of the resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

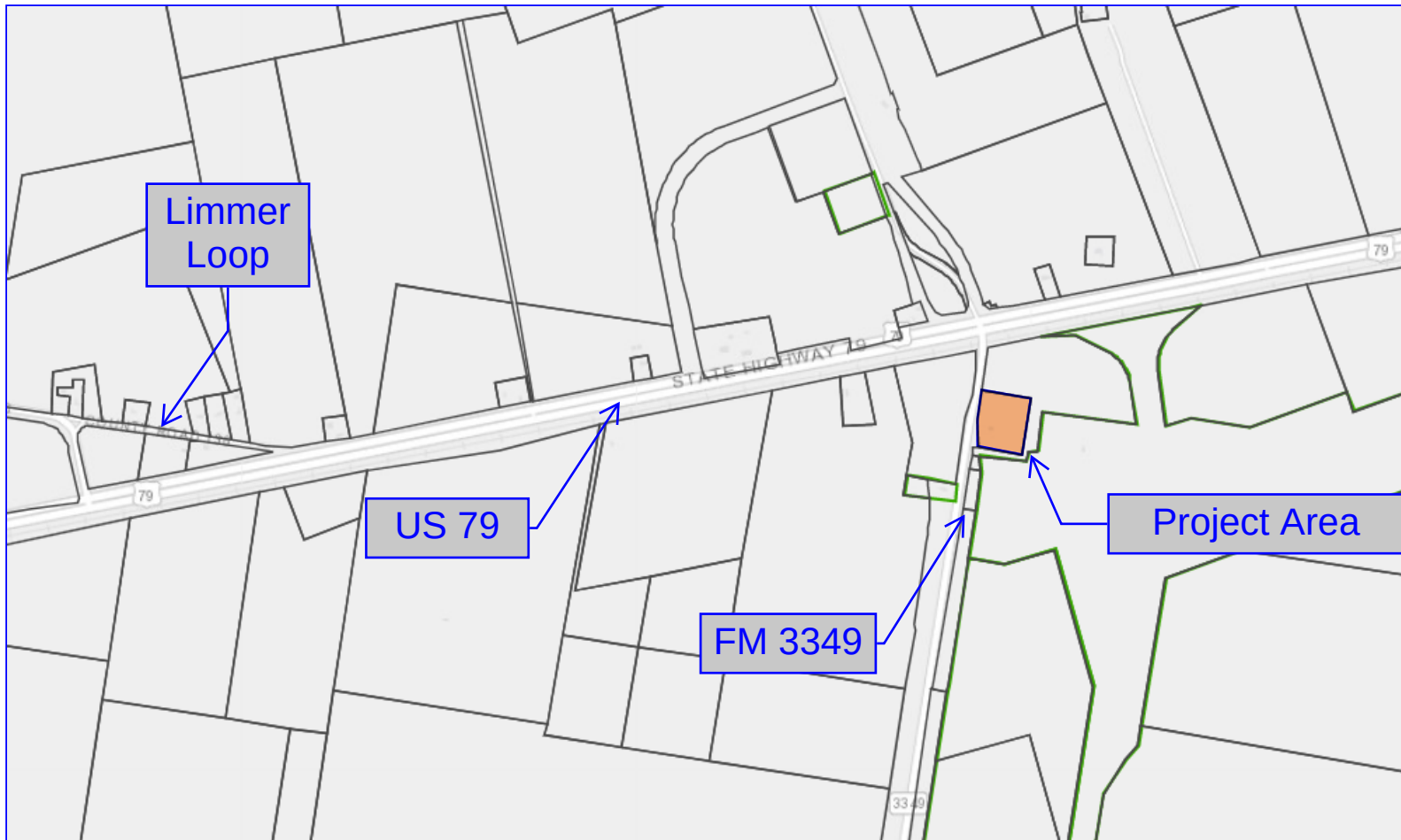
Budget is available in the CIP projects W01 and W03 Frameswitch 20 Million Gallons per Day (MGD) Pumping Station and 3.0 Million Gallon (MG) Ground Storage Tank (GST) for the execution of this \$120k change order due to the previous two change orders that were decreases to the estimated project cost.

ATTACHMENTS:

1. Site Map
2. Resolution
3. Original Contract
4. Unexecuted Change Order No. 3
5. Hutto Associated Construction Partners Final Change Order HB 1295 and No Boycott

Project Location Map

Frame Switch Pump Station and GST #2



RESOLUTION NO. R-2023-174

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS TO THE CONSTRUCTION CONTRACT BETWEEN ASSOCIATED CONSTRUCTION PARTNERS, LTD. AND THE CITY OF HUTTO IN THE AMOUNT OF \$119,894.39 FOR ADDITIONAL LINESTOP BYPASS SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AND FUTURE CHANGE ORDERS IN COMPLIANCE WITH THE CITY OF HUTTO FINANCE POLITY; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council awarded a contract to Associated Construction Partners, Ltd. for the Frame Switch Pump Station and GST #2 Improvement Project on April 6, 2023; and

WHEREAS, the City Council wishes to maximize the safety of the water system and minimize any risks associated with the project; and

WHEREAS, the City Council desires to authorize the City Manager to execute the change order to the original agreement ("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: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Change Order to the 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.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 3rd day of August, 2023.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

SECTION 00520 AGREEMENT

THIS AGREEMENT is by and between City of Hutto (“Owner”) and
Associated Construction Partners, LTD (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Hutto
Frameswitch 20 MGD Pumping Station and 3.0 MG GST**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by DCS., (“Design Professional” or “Engineer”), which is to act as Owner’s representative, assumes all duties and responsibilities, and has the rights and authority assigned to Design Professional and CMT in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within Three Hundred Eighty-Nine (389) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within Four Hundred Forty-Nine (449) days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of

the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **five hundred dollars (\$500)** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **five hundred dollars (\$500)** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, a lump sum of: \$17,651,287.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within thirty (30) days of receiving an approved payment application during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Contractor shall submit payment applications for review seven (7) days prior to the end of the month. Contractor shall only submit one (1) payment application per month.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character

and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent (with the balance being retainage) of cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in the General Conditions).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of zero (0) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Engineer, because of insufficient time or otherwise, Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor acknowledges that reports and drawings referred to in Paragraph 8.01.D are not Contract Documents and may not be complete for Contractor's purposes.
- K. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 120 sheets with each sheet bearing the following general title:
**City of Hutto
Frameswitch 20 MGD Pumping Station and 3.0 MG GST**
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *HB 1295 and No Boycott*

- A. If the Contractor employs 10 or more full-time employees and the contract has a value of \$100,000 or more, Contractor shall comply with the provisions of Section 2271.002(b), Texas Government Code that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract.
- B. Contractor shall comply with HB 1295 and No Boycott Provisions attached as Exhibit "A".

10.07 *No Third Party Beneficiary*

- A. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

10.08 *Reservation of Rights*

- A. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

10.09 *No Joint Venture*

- A. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The Owner, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

10.10 *Further Assurances*

- A. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

10.11 *Authority for Execution*

- A. The Owner certifies, represents, and warrants that the execution of this Agreement has been duly authorized, and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Contractor certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

10.12 *Counterparts*

- A. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

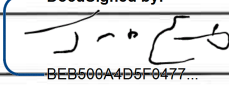
10.13 *Interpretation*

- A. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER:

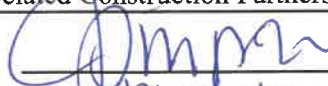
City of Hutto DocuSigned by:By: BEB500A4D5F0477...Title: City ManagerAttest: DocuSigned by:
296DAAB08383420...

Title: City Secretary

Address for giving notices:

500 W. Live Oak StreetHutto, Texas 78634

CONTRACTOR:

Associated Construction Partners, LTDBy: Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Title: Construction Coordinator

Address for giving notices:

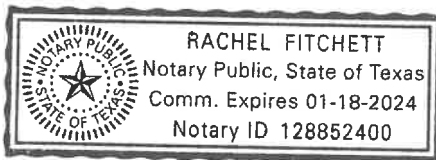
215 W. Bandera Rd. Ste. 114461Boerne, Tx 78006

STATE OF TEXAS

COUNTY OF Bexar§
§
§

Jill Simpson This instrument was acknowledged before me this 10th day of April, 2023, by President in his capacity as President of (Contractor).

(seal)



Notary Public - State of Texas

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

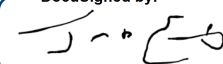
DocuSigned by:

BE8500A4D5F0477...

Exhibit A

HB 1295 and No Boycott Provisions

HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS.

A. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Owner must fill out a conflict of interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. 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.

B. No Boycott of Israel; No Terrorist Organization.

Pursuant to Section 2270.002, Texas Government Code, the Owner hereby represents 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 Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable 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.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan

or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner 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. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. 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.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). 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.

Change Order No. 3

Project Name: Frameswitch 20 MGD Pumping Station and 3.0 MG GST	DCS Project No.: 20101415
Project Owner and Address: City of Hutto 500 W Live Oak Street Hutto, TX 78634	Owner's Project No.:
	Date of Issuance:
Project Contractor and Address: Associated Construction Partners, Ltd. 215 W. Bandera Rd., Ste. 114-461 Boerne, Texas 78006	Date of Contract: 7/21/2023
	Contract Period: 449 days

It is agreed to modify the Contract referred to above as follows:

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
1	Additional linestop bypass system for the 16" discharge line tie in	\$119,894.39	10
Difference Net =		\$119,894.39	

Summary: It is agreed to modify the Contract referred to above as follows:

Original Contract Price: <u>\$17,651,287.00</u>	Original Contract Time Substantial (days and date): <u>389 days, 5/4/2024</u> Final (days and date): <u>449 days, 7/3/2024</u>
Contract Price prior to this Change Order: <u>\$17,285,809.07</u>	Contract Time prior to this Change Order Substantial (days and date): <u>389 days, 5/4/2024</u> Final (days and date): <u>449 days, 7/3/2024</u>
Net Increase (decrease) of this Change Order: <u>\$119,894.39</u>	Net Increase (decrease) of this Change Order _____ 10 _____ days
Revised Contract Price with all approved Change Orders: <u>\$17,405,703.46</u>	Revised Contract Time with all approved Change Orders Substantial (days and date): <u>399 days, 5/14/2024</u> Final (days and date): <u>459, 7/13/2024</u>

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

 Accepted for Contractor by: Zachary Schwarzlose  Recommended for Approval by (DCS): Approved for Owner by: _____ Approved: (Other - when required) _____	<u>7/21/23</u> Date: <u>7/21/2023</u> Date: _____ Attest: _____ Date:
--	--

Distribution: Contractor _____ File _____ Field _____ Owner _____ Other _____

Change Proposal Request No. 3 (Not a Change Order)

Project Name: Frameswitch 20 MGD Pumping Station and 3.0 MG GST	Owner's Project No. (if applicable):
Project Owner: City of Hutto	Regulatory Agency Project No. (if applicable):
DCS Project No. 20101415	Initiated by: ☒ Engineer ☐ Contractor
Contractor: Associated Construction Partners, LTD	Date: 7/21/23

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided.
- Work shall not commence until this CPR is signed by the Owner.

Description of the Proposed Change:

Addition of (1) double linestop system and 12" temporary bypass piping. Change was initiated by the City of Hutto. Public works has expressed concern that their system is struggling to keep up with water demands and they cannot afford any down time on the distribution line. Detailed scope of work included below.

By Zachary Schwarzlose

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is approved by the Owner, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

by 10 calendar days.

This change will: ☒ Add ☐ Deduct ☐ Unchanged

\$ 119,894.39

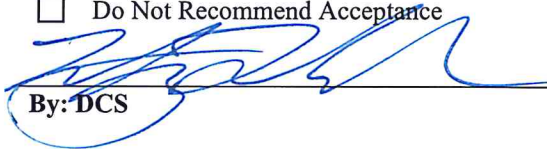


Contractor

Date 7/21/23

DCS Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance


By: DCS

Date 7/21/2023

Owner's Action:

☐ Accepted ☐ Not Accepted

Owner

Date _____



PROPOSED CHANGE ORDER

TO:	DCS Engineering		CPR #	03
			DATE	7/21/2023
			PROJECT NAME	Hutto Frameswitch 20 MGD PS and 3.0 MG GST
			PROJECT #	1603

Additional Linestop Bypass

Description: Addition of a linestop bypass system for the tie in point on the 16" discharge line per city request

Cost Summary:

Material	\$	10,445.76
Subcontract	\$	100,000.00
Labor	\$	2,505.88
Substance	\$	-
Equipment	\$	-
General Conditions	\$	-
Tax, Profit, Bond	\$	6,942.75
Total	\$	119,894.39
Days Required		10

If you have any questions, feel free to contact me at **(830) 560-0695**.

Sincerely,

Zachary Schwarzlose, Project Manager

Associated Construction Partners, Ltd.

215 W Bandera Rd., Ste. 114-461

Boerne, TX 78006

210-698-8714

Contractor Signature

Date

Engineer Signature

Date

Owner Signature

Date



Notes

Due to the high demand that the city is experiencing, public works has expressed concern with taking the frameswitch discharge line out of service for any period of time. With the use of this linestop system we will be able to live tap the line, divert flow around the proposed tie in point, and tie the new line in without any disturbance to distribution. This price is contingent on it being approved by August 3rd to be scheduled for installation on August 8th, tie in on August 9th, and remove on August 10th-11th. If approval pushes installation out farther than that, rental fees will cause the price to increase.

Inclusions

Koppl Services line stop installation
12" bypass piping
Rip rap base for the bottom of the excavation
Concrete encasements around linestop tapping saddles
Additional rental days on the existing linestop equipment

Exclusions



Materials

Description	Unit	Qty	UNIT COST	Total
12" Bypass piping	LS	1.0	\$ 5,445.76	\$ 5,445.76
Concrete Encasements	LS	1.0	\$ 5,000.00	\$ 5,000.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Subtotals \$ 10,445.76

Tax 0.00% \$ -

Material Overhead & Profit 15% \$ 1,566.86

Bid Bond 0% \$ -

Grand Total \$ 12,012.62

Subcontract

Description	Unit	Qty	UNIT COST	Total
Koppl Linestop Installation	LS	1	\$ 70,000.00	\$ 70,000.00
Additional Rental Days (7/12-8/11)	Ea	30	\$ 1,000.00	\$ 30,000.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Subtotals \$ 100,000.00

Tax 0.00% \$ -

Sub Markup % 5% \$ 5,000.00

Bid Bond 0% \$ -

Grand Total \$ 105,000.00



Labor Calculation

Labor Description	# Emp	Days	UNIT COST		TOTAL COST			Total
			Daily Rate	Burden (%)	Labor Cost	Overtime (hr)	Total Overtime	
Supervision	1	2	\$ 403.80	30%	\$ 1,049.88	0.0	\$ -	\$ 1,049.88
Project Manager			\$ 432.70	30%	\$ -	0.0	\$ -	\$ -
Foreman	1	2	\$ 200.00	30%	\$ 520.00	0.0	\$ -	\$ 520.00
General Labor	2	2	\$ 180.00	30%	\$ 936.00	0.0	\$ -	\$ 936.00
Equipment Operator			\$ -	30%	\$ -	0.0	\$ -	\$ -
Pipe Layer			\$ -	30%	\$ -	0.0	\$ -	\$ -
Piping/Mechanical			\$ -	30%	\$ -	0.0	\$ -	\$ -
Welder/Mechanic			\$ -	30%	\$ -	0.0	\$ -	\$ -
			\$ -	30%	\$ -	0.0	\$ -	\$ -
			\$ -	30%	\$ -	0.0	\$ -	\$ -
			\$ -	30%	\$ -	0.0	\$ -	\$ -
Subtotals					\$ 2,505.88	\$ -	\$ -	\$ 2,505.88
Overhead & Profit								15% \$ 375.88
Bid Bond								0% \$ -
Grand Total								\$ 2,881.76

Substance

Labor Description	# Emp	Days	UNIT COST		TOTAL COST			Total
			PerDeim (Daily)	Fuel (Weekly)	PerDeim	Fuel	Hotels	
Supervision	1	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
Project Manager	0	0	\$ -	100	\$ -	\$ -	\$ -	\$ -
Foreman	1	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
General Labor	2	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
Equipment Operator	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
Pipe Layer	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
Piping/Mechanical	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
Welder/Mechanic	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
	0	0	\$ 25.00	100	\$ -	\$ -	\$ -	\$ -
Subtotals					\$ -	\$ -	\$ -	\$ -
Tax								0.00% \$ -
Overhead & Profit								0% \$ -
Bid Bond								0% \$ -
Grand Total								\$ -



Fax: 210-684-5521

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME. WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Quote Number: KTX-6090JT-1
July 12, 2023



Koppl Pipeline Services, Inc. • Texas

Phone 346-600-3390 • jarred@koppl.com

CCL#844802 AZCL#ROC216719 NVCL#0060642

Line Stop and Hot Tap Service Estimate

ACP

Zach Schwarzlose
zach@acpartners.org
830-560-0695

Change order for: Sub-Contract 1603 Purchase Order No: 1603-S13.02

(1) 16" Double Line Stop w/ Bypass Connection

HUTTO - Frameswitch 20 MGD Pumping Station and 3.0 MG GST

Koppl Pipeline Services will provide and install: Epoxy coated line stop fitting with SS hardware.

Qty	Size	Pipe Type	Double Line Stop with Bypass Water Main	TOTAL	Line Stop Equipment charges: Days allowed (14) Begin at 7pm on the 14 th day.
1	16"	DIP-CIP-PVC-AC	\$70,000.00	\$70,000.00	\$1,000.00 Per day Per Double Line Stop

- Quoted to be onsite WED July 19th, 2023

- Mobilizations:** Koppl will allow (2) mobilizations to the jobsite to complete (1) 16" Double Line Stop and (1) mobilization to complete each hot tap. Additional mobilizations will be \$1,350.00 per trip. If the technician is enroute prior to cancellation a mobilization charge will apply.
- Days Allowed:** Koppl will allow line stopping equipment to be on to the pipe for (14) days. Daily overnight equipment charges of \$1,000.00 per day will begin at 7pm on the 14th day.
- Standby Charges 7am to 7PM:** \$175.00 per tech per hour
- Standby Charges 7pm to 7am:** \$250.00 per tech per hour
- Equipment Standby Charges:** \$1,000.00 per day per each piece of line stopping or hot tapping that is onsite not being used due to contractor delays
- Concrete Encasement:** Contractor is responsible for encasing the line stop fittings in concrete
- Bypass Pipe:** If bypass is required the contractor is responsible for the bypass piping and the connection of the bypass piping. Koppl will supply line stopping equipment with bypass flanges.

*Includes all taxes and delivery of material unless otherwise noted.

Customer Delays: Delays caused on the jobsite that are of no fault of Koppl Pipeline Services will be billed at \$175.00 per hour per technician 7am to 7pm and \$250.00 per tech per hour 7pm to 7am, plus any applicable overtime.

Coupon Retention: Koppl Pipeline Services uses the latest technology for coupon retention, yet there is no guarantee of its retrieval. All costs associated with retrieving the coupon will be the responsibility of the customer.

Payment Terms: Net 30 – Pending Credit Approval

CHANGE ORDER NO. 3
Associated Construction Partners, Ltd. for the Frame Switch Pump Station
and GST #2 Improvement Project Contract

HB 1295 COMPLIANCE AND NO BOYCOTT PROVISIONS.

A. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Contractor must fill out a conflict-of-interest form (“Disclosure of Interested Parties”) and file with the City, which then files it with the Texas Ethics Commission at the time the signed contract is submitted to the City. 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.

B. No Boycott of Israel; No Terrorist Organization.

Pursuant to the Texas Government Code, the Contractor hereby verifies and represents 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 Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with the Texas Government Code, and to the extent such does not contravene applicable 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 Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

Pursuant to the Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

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

The foregoing representation is made solely to comply with the Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes

the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

C. Verification Regarding Energy Company Boycotts.

To the extent this Change Order constitutes a contract for goods or services for which a written verification is required under the Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Change Order. The foregoing verification is made solely to comply with the Texas Government Code the Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Change Order constitutes a contract for the purchase of goods or services for which a written verification is required under the Texas Government Code, the Contractor hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Change Order against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply the Texas Government Code, to the extent that the Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in the Texas Government Code. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

ASSOCIATED CONSTRUCTION PARTNERS, LTD.

By: _____

Name:

Title:

Date:

VERIFICATION BY ASSOCIATED CONSTRUCTION PARTNERS, LTD.

i, _____, as the authorized representative of and for the above-named contractor, verifies under oath that the contractor's verifications in paragraphs B - D of CHANGE ORDER NO. 3 to the Associated Construction Partners, Ltd. for the Frame Switch Pump Station and GST #2 Improvement Project Contract are true as of when made.

Name:

Title:

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of Associated Construction Partners, Ltd., a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

AGENDA ITEM REPORT

13.4.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-179 of the City of Hutto, Texas, approving housing reimbursement to the Interim Finance Director; and authorizing the City Manager to provide the reimbursement from budgeted funds and budget amendment (Legal)
Meeting: Thursday, August 3, 2023
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

The Interim Finance Director received a letter from the City Manager with an offer of employment as Interim Finance Director. Housing costs were unknown at the time of the acceptance of the offer letter with a verbal commitment to provide for the reimbursement of Housing expenses. This resolution provides for the reimbursement. Funds have been certified and will provide for the reimbursement as long as the Interim Finance Director serves in that capacity.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Funds are available in the Financial Services Department for this action. Account 10-020-001-6001 has \$12,634 in available budget.

ATTACHMENTS:

1. Hutto Res Housing Reimbursment Interim Finance Director Final 7.28.23

RESOLUTION NO. R-2023-179

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A HOUSING REIBURSEMENT TO THE INTERIM FINANCE DIRECTOR; AUTHORIZING THE CITY MANAGER TO PROVIDE THE REIMBURSEMENT AND STIPEND; PROVIDING FOR A FUTURE BUDGET AMENDMENT; PROVIDING FOR PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the City Manager to provide a housing reimbursement and stipend to the Interim Finance Director.

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: That the Hutto City Council hereby approves and authorizes the City Manager provide a housing reimbursement in the amount of \$ 12,634 for the period of January 2023 through September 2023. Future housing expenses will be reimbursed provided that documentation is provided that does not exceed the GSA daily rate for the Austin region. These amounts will be provided to the Interim Finance Director from funds budgeted for salaries in the Finance Department. The City Manager is authorized to provide a future budget amendment for the housing reimbursement, if applicable.

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.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 3rd day of August 2023 on vote of __AYES; __NAYS; __ABSTENTIONS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

13.5.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2023-038 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Cross Creek Public Improvement District (Anne LaMere)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Finance /

Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

Pursuant to Texas Local Government Code Chapter 372, the PID Act, the annual service plan must be reviewed and updated annually. This document is the Annual Service Plan Update including updated assessment rolls for the Cross Creek Public Improvement District.

Second reading can be waived pursuant to Hutto Charter Section 3.13 because an assessment is not a tax. The assessment against the property owners within the PID is for the specific types of improvements within the SAP, which are financed by the assessment.

SUMMARY OF REQUEST:

Approve the Ordinance as presented

STAFF REVIEW:

Staff recommends Approval

FISCAL NOTES:

No fiscal impact to the City from the revised Service and Assessment Plan. The numbers in the revised plan will be used in the budget process to record the expected transactions for which the City serves as a fiduciary.

ATTACHMENTS:

1. Cross_Creek_PID
2. Hutto Cross Creek_2023 SAP Update_Ordinance_Final

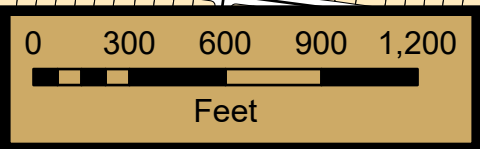
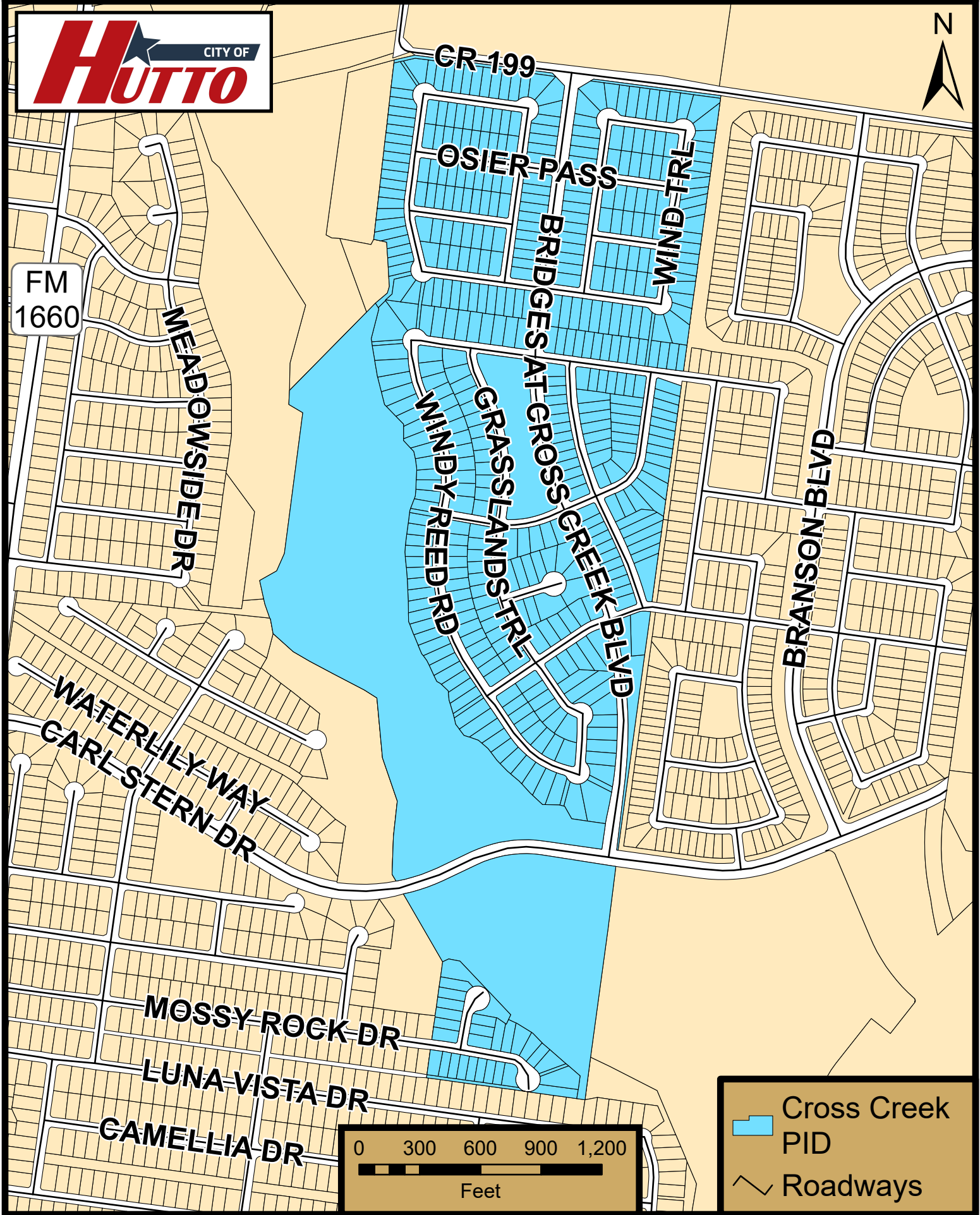
AGENDA ITEM REPORT

13.5.



3. 2023-07-11_HUT_Cross Creek_2023 SAP Update_Final

Cross Creek PID



Cross Creek PID

Roadways

ORDINANCE NO. O-2023-038

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

WHEREAS, on May 21, 2018, an amended petition for the creation of a Public Improvement District was submitted and filed with the City Secretary (the "City Secretary") of the City of Hutto, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the corporate limits of the City; and

WHEREAS, on June 7, 2018, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the amended petition as required by Section 372.009 of the PID Act and on June 7, 2018 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cross Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on November 15, 2018, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on January 17, 2019, the City Council adopted Ordinance No. O-19-01-17-9A accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Assessment and the payment of the Assessment; providing penalties and interest on delinquent Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan Update"); and

WHEREAS, on July 3, 2019, the City Council approved the 2019 Annual Service Plan Update for the District, which updated the Assessment Roll for 2019.

WHEREAS, on September 17, 2020, the City Council approved the 2020 Annual Service Plan Update for the District by Ordinance No. O-2020-035, which updated the Assessment Roll for 2020.

WHEREAS, on September 2, 2021, the City Council approved the 2020 Annual Service Plan Update for the District by Ordinance No. O-2021-051, which updated the Assessment Roll for 2021.

WHEREAS, on August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-036, which updated the Assessment Roll for 2022.

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023, in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "Cross Creek Public Improvement District 2023 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service

and Assessment Plan for 2023, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2023.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Effective Date.

This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 10. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 20th day of July 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 20th day of July 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A

Cross Creek Public Improvement District 2023 Annual Service Plan Update



CROSS CREEK
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE
JULY 20, 2023

INTRODUCTION

Capitalized terms used in this 2023 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 the PID Act by Resolution No. R-18-06-07-9A on June 7, 2018 by the City Council to finance certain Authorized Improvements for the benefit of the property in the PID.

On January 17, 2019 the City approved the 2019 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.

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

On September 17, 2020, the City Council approved the 2020 Annual Service Plan Update for the PID by Ordinance No. O-2020-035, which updated the Assessment Roll for 2020.

On September 2, 2021, the City Council approved the 2021 Annual Service Plan Update for the PID by Ordinance No. O-2021-051, which updated the Assessment Roll for 2021.

On August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the PID by adopting Ordinance No. 2022-036. The 2022 Annual Service Plan Update also updated the Assessment Roll for 2022.

The 2019 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within 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. Pursuant to the PID Act, the 2019 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Special Assessments on each Lot within the PID, based on the method of assessment identified in the 2019 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

- The final plat of Cross Creek Subdivision Phase 1 was filed and recorded with the County on August 16, 2019, and consists of 213 residential Lots and 12 Lots of Non-Benefited Property.
- The final plat of Cross Creek Subdivision Phase 2 was filed and recorded with the County on October 28, 2020, and consists of 107 residential Lots and 1 Lot of Non-Benefited Property.
- The final plat of Cross Creek Subdivision Phase 3 and 4 was filed and recorded with the County on May 11, 2021, and consists of 168 residential Lots and 4 Lots of Non-Benefited Property.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

The PID consists of 488 residential Lots, further designated as 207 Lot Type 1 Lots, 204 Lot Type 2 Lots, and 77 Lot Type 3 Lots, anticipated to be completed with single-family homes. Per the Quarterly Report dated March 31, 2023, a total of 462 homes have been built, an additional 26 homes are under construction, and 475 homes have been sold to end-users. All homes in the PID are expected to be completed by the second quarter of 2023.

See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvements listed in the 2019 SAP and they were dedicated to the City.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$6,435,000.00¹.

¹ Net of \$80,000.00 PID bonds principal payment due October 1, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest²** – The total principal and interest required for the Annual Installment is \$476,342.74.
- **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 \$38,836.24.

Due January 31, 2024	
Principal	\$ 85,000.00
Interest	\$391,342.74
Administrative Expenses	\$ 38,836.24
Total Annual Installment	\$515,178.98

Administrative Expenses Breakdown	
P3 Works Administration	\$ 31,836.24
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	500.00
Miscellaneous	1,000.00
PID Trustee Fees/PFA Annual Fee	2,000.00
Total Administrative Expenses	\$ 38,836.24

See **Exhibit B** for the debt service schedule for the PID bonds 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.

² The Annual Installment covers the period October 1, 2023 to September 30, 2024 and is due by January 31, 2024.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred within the PID.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized 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.

Annual Installments Due	1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal	\$ 85,000.00	\$ 90,000.00	\$ 95,000.00	\$100,000.00	\$105,000.00
Interest	391,342.74	386,283.49	380,924.06	375,264.48	369,304.78
	<u>\$476,342.74</u>	<u>\$476,283.49</u>	<u>\$475,924.06</u>	<u>\$475,264.48</u>	<u>\$474,304.78</u>
Administrative Expenses	\$ 38,836.24	\$ 39,612.96	\$ 40,405.22	\$ 41,213.33	\$ 42,037.60
Total Annual Installment	\$515,178.98	\$515,896.45	\$516,329.28	\$516,477.81	\$516,342.38

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 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R584883	102-A WATERWAY AVE	Non-Benefited	\$ -	\$ -
R584884	208 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584885	206 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584886	204 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584887	202 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584888	200 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584889	110 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584890	108 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584891	106 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584892	104 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584893	102 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584894	100 WATERWAY AVE	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584895	100-A WATERWAY AVE	Non-Benefited	\$ -	\$ -
R584896	326 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584897	400-A WINDY REED RD	Non-Benefited	\$ -	\$ -
R584898	400 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584899	402 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584900	404 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584901	406 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584902	408 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584903	410 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584904	412 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584905	414 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584906	416 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584907	418 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584908	420 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584909	422 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584910	424 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584911	426 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584912	428 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584913	430 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584914	432 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584915	434 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584916	436 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584917	436-A WINDY REED RD	Non-Benefited	\$ -	\$ -
R584918	102-A BRIDGES AT CROSS CREEK BLVD	Non-Benefited	\$ -	\$ -
R584919	200 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584920	202 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584921	204 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584922	206 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R584923	208 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584924	1741 CARL STERN DR	Non-Benefited	\$ -	\$ -
R584925	1001 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584926	1003 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584927	1005 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584928	1007 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584929	1009 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584930	1011 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584931	1013 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584932	1740 CARL STERN DR	Non-Benefited	\$ -	\$ -
R584933	1006 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584934	1004 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584935	1002 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584936	1000 WHELK LOOP	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584937	509 MOSSY ROCK DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584938	511 MOSSY ROCK DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R584939	513 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584940	515 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584941	517 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584942	519 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584943	519-A MOSSY ROCK DR	Non-Benefited	\$ -	\$ -
R584944	521 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584945	523 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584946	416-A WATERWAY AVE	Non-Benefited	\$ -	\$ -
R584947	300 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584948	302 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584949	400 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584950	402 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584951	404 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584952	406 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584953	408 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584954	410 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584955	412 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584956	414 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584957	416 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584958	500 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584959	502 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584960	504 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584961	506 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R584962	416 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R584963	418 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584964	500 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584965	502 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584966	504 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584967	506 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584968	508 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584969	510 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584970	512 MOSSY ROCK DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584971	512-A MOSSY ROCK DR	Non-Benefited	\$ -	\$ -
R584972	124 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584973	122 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584974	120 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584975	118 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584976	116 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584977	114 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584978	112 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584979	110 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584980	108 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584981	106 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584982	104 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584983	102 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584984	100 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R584985	205 WATERWAY AVE	Non-Benefited	\$ -	\$ -
R584986	100 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584987	102 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584988	104 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584989	106 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584990	108 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584991	110 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584992	112 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584993	114 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584994	116 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584995	118 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584996	120 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584997	122 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584998	124 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R584999	126 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585000	403 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R585001	405 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R585002	407 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R585003	409 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R585004	411 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R585005	413 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R585006	415 WATERWAY AVE	Lot Type 1	\$ 12,404.98	\$ 993.13
R585007	425 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585008	423 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585009	421 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585010	419 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585011	417 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585012	413 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585013	409 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585014	405 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585015	401 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585016	119 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585017	117 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585018	115 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585019	113 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585020	111 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585021	109 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585022	107 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585023	428 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585024	426 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585025	424 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585026	422 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585027	420 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585028	418 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585029	416 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585030	414 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585031	412 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585032	410 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585033	408 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585034	406 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585035	404 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585036	402 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585037	400 AUTUMN LEAF RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R585038	205 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585039	207 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585040	209 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585041	211 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585042	213 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R585043	215 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585044	401 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585045	403 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585046	405 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585047	407 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585048	411 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585049	413 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585050	415 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585051	417 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585052	419 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585053	423 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585054	425 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585055	427 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585056	429 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585057	433 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585058	435 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585059	310 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585060	308 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585061	306 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585062	304 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585063	302 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585064	300 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585065	212 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585066	210 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585067	208 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585068	206 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585069	204 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585070	202 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585071	200 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585076	208 AUTUMN LEAF RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585077	206 AUTUMN LEAF RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585078	204 AUTUMN LEAF RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585079	202 AUTUMN LEAF RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585080	200 AUTUMN LEAF RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585081	1001 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585082	1003 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585083	1005 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585084	1007 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585085	1009 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585086	1011 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R585087	1008 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585088	1006 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585089	1004 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585090	1002 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585091	1000 COROLLA CT	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585092	201 GOLDEN PLAINS PKWY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R585093	203 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R585094	205 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R585095	207 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R585096	209 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R585097	211 GOLDEN PLAINS PKWY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R585098	200 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585099	202 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585100	204 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585101	206 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585102	208 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585103	210 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585104	212 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585105	214 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585106	216 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585107	218 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585108	220 CREEK HOLLOW DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R585109	300 GOLDEN PLAINS PKWY	Lot Type 1	\$ 12,404.98	\$ 993.13
R585110	302 GOLDEN PLAINS PKWY	Lot Type 1	\$ 12,404.98	\$ 993.13
R585111	602 BRIDGES AT CROSS CREEK BLVD	Non-Benefited	\$ -	\$ -
R602764	206 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602765	208 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602766	210 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602767	212 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602768	300 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602769	302 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602770	304 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602771	306 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602772	308 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602773	310 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602774	312 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602775	BABBLEBROOK WAY	Non-Benefited	\$ -	\$ -
R602776	100 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602777	102 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602778	104 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R602779	106 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602780	108 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602781	110 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602782	112 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602783	114 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602784	116 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602785	118 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602786	200 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602787	202 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602788	204 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602789	206 GRAPEFRUIT RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R602823	100 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602824	102 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602825	104 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602826	106 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602827	108 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602828	110 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602829	112 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602830	114 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602831	116 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602832	118 SOPAPILLA WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R602815	115 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602816	113 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602817	111 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602818	109 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602819	107 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602820	105 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602821	103 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602822	101 SOPAPILLA WAY	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602808	117 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602809	115 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602810	113 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602811	111 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602812	109 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602813	107 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602814	105 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602833	206 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602834	204 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602835	202 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602836	200 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R602837	108 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602838	106 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602839	104 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602840	102 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602841	100 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R602842	204 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602843	206 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602844	208 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602845	300 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602846	302 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602847	304 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602849	306 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602850	308 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602863	206 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602864	204 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602865	202 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602866	200 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602867	110 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602868	108 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602869	106 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602870	104 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602871	102 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602872	100 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602790	416 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602791	414 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602792	412 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602793	410 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602794	408 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602795	406 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602796	404 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602797	402 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602798	400 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602799	304 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602800	302 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602801	300 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602851	111 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602852	109 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602853	107 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602854	105 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602855	103 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R602856	101 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602857	100 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602858	102 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602859	104 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602860	106 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602861	108 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602862	110 OSTRACODA LN	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602802	411 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602803	409 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602804	407 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602805	405 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602806	403 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R602807	401 GRAPEFRUIT RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608369	300 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608370	302 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608371	304 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608372	306 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608373	308 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608374	310 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608375	312 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608376	1000 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608377	1002 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608378	1004 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608379	1006 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608380	1008 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608381	1010 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608382	1012 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608383	1014 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608384	1016 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608385	1018 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608386	1020 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608387	1022 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608388	1024 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608389	ROUND BALE RD	Non-Benefited	\$ -	\$ -
R608390	100 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608391	102 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608392	104 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608393	106 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608394	108 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608395	110 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R608396	112 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608397	200 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608398	202 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608399	204 BABBLEBROOK WAY	Lot Type 1	\$ 12,404.98	\$ 993.13
R608545	300 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608546	302 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608547	304 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608548	306 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608549	308 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608550	310 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608551	312 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608552	314 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608553	316 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608554	318 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608555	320 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608556	322 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608557	324 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608634	500 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608635	502 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608636	504 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608637	506 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608638	508 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608639	510 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608640	512 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608641	514 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608642	516 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608643	518 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608644	WINDY REED RD	Non-Benefited	\$ -	\$ -
R608645	520 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608646	522 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608647	1011 WILD ANGLER WAY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608648	1009 WILD ANGLER WAY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608649	1007 WILD ANGLER WAY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608650	1005 WILD ANGLER WAY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608651	1003 WILD ANGLER WAY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608652	1001 WILD ANGLER WAY	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608653	409 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608654	407 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608655	405 GRASSLANDS TRL	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608400	ROUND BALE RD	Non-Benefited	\$ -	\$ -

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R608466	1021 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608467	1019 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608468	1017 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608469	1015 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608470	1013 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608471	1011 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608472	1009 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608473	1007 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608474	1005 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608475	1003 ROUND BALE RD	Lot Type 1	\$ 12,404.98	\$ 993.13
R608476	400 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608477	402 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608478	404 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608479	406 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608480	408 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608481	410 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608482	412 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608483	414 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608484	416 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608485	418 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608487	419 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608488	417 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608489	415 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608490	413 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608491	411 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608492	409 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608493	407 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608494	405 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608495	403 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608496	401 OSIER PASS	Lot Type 1	\$ 12,404.98	\$ 993.13
R608497	210 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608498	208 LOW BRAMBLE DR	Lot Type 1	\$ 12,404.98	\$ 993.13
R608499	200 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608500	202 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608501	110 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608502	108 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608503	106 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608504	104 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608505	102 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608506	100 BANKSIDE DR	Lot Type 2	\$ 13,762.17	\$ 1,101.78

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R608507	1018 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608508	1016 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608509	1014 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608510	1012 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608511	1010 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608512	1008 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608513	1006 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608514	1004 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608515	1002 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608516	1000 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608517	312 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608518	310 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608519	308 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608520	306 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608521	304 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608522	302 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608523	300 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608524	210 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608525	208 WIND TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608526	GUADALUPE BASS RD	Non-Benefited	\$ -	\$ -
R608527	1013 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608528	1011 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608529	1009 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608530	1007 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608531	1005 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608532	1003 GUADALUPE BASS RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608533	100 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608534	102 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608535	104 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608536	106 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608537	108 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608538	110 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608539	111 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608540	109 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608541	107 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608542	105 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608543	103 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608544	101 OSIER PASS	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608558	301 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608559	303 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78

			Cross Creek PID	
Property ID	Property Address	Lot Type	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^{[a][b]}
R608560	305 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608561	307 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608562	309 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608563	311 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608564	313 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608565	315 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608566	317 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608567	319 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608568	321 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608569	323 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608570	325 WINDY REED RD	Lot Type 3	\$ 13,762.17	\$ 1,101.78
R608656	501 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608657	503 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608658	505 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608659	507 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608660	509 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608661	511 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608662	513 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608663	515 WINDY REED RD	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608664	410 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608665	408 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608666	406 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608667	404 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608668	402 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
R608669	400 GRASSLANDS TRL	Lot Type 2	\$ 13,762.17	\$ 1,101.78
Total			\$ 6,435,000.63	\$ 515,178.09

Notes:

[a] Totals may not sum due to rounding.

[b] The Annual Installment covers the period October 1, 2023 to September 30, 2024 and is due by January 31, 2024.

EXHIBIT B – 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 C – LOT TYPE CLASSIFICATION MAP



EXHIBIT D – 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 PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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: \$12,404.98

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 _____

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

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

Notary Public, State of Texas]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

Lot Type 1 Annual Installments					
Installments Due 1/31	Principal ^[b]	Interest ^[b]	Administrative Expenses	Annual Installment ^[a]	
2024	\$ 163.86	\$ 754.41	\$ 74.87	\$	993.13
2025	\$ 173.50	\$ 744.65	\$ 76.36	\$	994.51
2026	\$ 183.13	\$ 734.32	\$ 77.89	\$	995.35
2027	\$ 192.77	\$ 723.41	\$ 79.45	\$	995.63
2028	\$ 202.41	\$ 711.92	\$ 81.04	\$	995.37
2029	\$ 221.69	\$ 699.85	\$ 82.66	\$	1,004.20
2030	\$ 231.33	\$ 686.63	\$ 84.31	\$	1,002.27
2031	\$ 240.97	\$ 672.82	\$ 86.00	\$	999.79
2032	\$ 260.24	\$ 658.44	\$ 87.72	\$	1,006.40
2033	\$ 269.88	\$ 642.90	\$ 89.47	\$	1,002.25
2034	\$ 289.16	\$ 626.77	\$ 91.26	\$	1,007.20
2035	\$ 298.80	\$ 609.49	\$ 93.09	\$	1,001.38
2036	\$ 318.08	\$ 591.64	\$ 94.95	\$	1,004.66
2037	\$ 337.35	\$ 572.62	\$ 96.85	\$	1,006.82
2038	\$ 356.63	\$ 552.44	\$ 98.78	\$	1,007.86
2039	\$ 375.91	\$ 531.10	\$ 100.76	\$	1,007.77
2040	\$ 404.82	\$ 508.61	\$ 102.78	\$	1,016.21
2041	\$ 424.10	\$ 484.37	\$ 104.83	\$	1,013.30
2042	\$ 453.02	\$ 458.98	\$ 106.93	\$	1,018.92
2043	\$ 472.30	\$ 431.84	\$ 109.07	\$	1,013.20
2044	\$ 501.21	\$ 403.55	\$ 111.25	\$	1,016.01
2045	\$ 530.13	\$ 373.52	\$ 113.47	\$	1,017.12
2046	\$ 559.04	\$ 341.74	\$ 115.74	\$	1,016.53
2047	\$ 597.60	\$ 308.23	\$ 118.06	\$	1,023.89
2048	\$ 626.51	\$ 272.40	\$ 120.42	\$	1,019.33
2049	\$ 665.07	\$ 234.82	\$ 122.83	\$	1,022.72
2050	\$ 703.62	\$ 194.93	\$ 125.28	\$	1,023.84
2051	\$ 742.18	\$ 152.71	\$ 127.79	\$	1,022.68
2052	\$ 780.73	\$ 108.18	\$ 130.34	\$	1,019.26
2053	\$ 828.93	\$ 61.32	\$ 132.95	\$	1,023.20
Total	\$12,404.98	\$14,848.63	\$ 3,037.17	\$	30,290.78

Notes:

[a]The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

CROSS CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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: \$13,762.17

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

Lot Type 2 Annual Installments					
Installments	Principal ^[b]		Interest ^[b]		Administrative Expenses
Due 1/31					Annual Installment ^[a]
2024	\$	181.78	\$	836.94	\$ 83.06 \$ 1,101.78
2025	\$	192.48	\$	826.12	\$ 84.72 \$ 1,103.32
2026	\$	203.17	\$	814.66	\$ 86.41 \$ 1,104.24
2027	\$	213.86	\$	802.56	\$ 88.14 \$ 1,104.56
2028	\$	224.56	\$	789.81	\$ 89.90 \$ 1,104.27
2029	\$	245.94	\$	776.42	\$ 91.70 \$ 1,114.07
2030	\$	256.64	\$	761.75	\$ 93.54 \$ 1,111.92
2031	\$	267.33	\$	746.43	\$ 95.41 \$ 1,109.17
2032	\$	288.72	\$	730.48	\$ 97.31 \$ 1,116.51
2033	\$	299.41	\$	713.23	\$ 99.26 \$ 1,111.90
2034	\$	320.80	\$	695.35	\$ 101.25 \$ 1,117.39
2035	\$	331.49	\$	676.18	\$ 103.27 \$ 1,110.94
2036	\$	352.88	\$	656.36	\$ 105.34 \$ 1,114.58
2037	\$	374.26	\$	635.27	\$ 107.44 \$ 1,116.97
2038	\$	395.65	\$	612.88	\$ 109.59 \$ 1,118.12
2039	\$	417.04	\$	589.21	\$ 111.78 \$ 1,118.03
2040	\$	449.11	\$	564.25	\$ 114.02 \$ 1,127.39
2041	\$	470.50	\$	537.37	\$ 116.30 \$ 1,124.17
2042	\$	502.58	\$	509.19	\$ 118.63 \$ 1,130.40
2043	\$	523.97	\$	479.09	\$ 121.00 \$ 1,124.06
2044	\$	556.05	\$	447.70	\$ 123.42 \$ 1,127.17
2045	\$	588.13	\$	414.38	\$ 125.89 \$ 1,128.40
2046	\$	620.21	\$	379.13	\$ 128.40 \$ 1,127.74
2047	\$	662.98	\$	341.95	\$ 130.97 \$ 1,135.90
2048	\$	695.06	\$	302.20	\$ 133.59 \$ 1,130.85
2049	\$	737.83	\$	260.51	\$ 136.26 \$ 1,134.61
2050	\$	780.60	\$	216.26	\$ 138.99 \$ 1,135.85
2051	\$	823.38	\$	169.42	\$ 141.77 \$ 1,134.57
2052	\$	866.15	\$	120.01	\$ 144.60 \$ 1,130.77
2053	\$	919.62	\$	68.03	\$ 147.50 \$ 1,135.14
Total		\$13,762.17		\$16,473.16	\$ 3,369.46 \$ 33,604.78

Notes:

[a]The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

CROSS CREEK PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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: \$13,762.17

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.

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[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

Lot Type 3 Annual Installments					
Installments Due 1/31	Principal ^[b]	Interest ^[b]	Administrative Expenses	Annual Installment ^[a]	
2024	\$ 181.78	\$ 836.94	\$ 83.06	\$	1,101.78
2025	\$ 192.48	\$ 826.12	\$ 84.72	\$	1,103.32
2026	\$ 203.17	\$ 814.66	\$ 86.41	\$	1,104.24
2027	\$ 213.86	\$ 802.56	\$ 88.14	\$	1,104.56
2028	\$ 224.56	\$ 789.81	\$ 89.90	\$	1,104.27
2029	\$ 245.94	\$ 776.42	\$ 91.70	\$	1,114.07
2030	\$ 256.64	\$ 761.75	\$ 93.54	\$	1,111.92
2031	\$ 267.33	\$ 746.43	\$ 95.41	\$	1,109.17
2032	\$ 288.72	\$ 730.48	\$ 97.31	\$	1,116.51
2033	\$ 299.41	\$ 713.23	\$ 99.26	\$	1,111.90
2034	\$ 320.80	\$ 695.35	\$ 101.25	\$	1,117.39
2035	\$ 331.49	\$ 676.18	\$ 103.27	\$	1,110.94
2036	\$ 352.88	\$ 656.36	\$ 105.34	\$	1,114.58
2037	\$ 374.26	\$ 635.27	\$ 107.44	\$	1,116.97
2038	\$ 395.65	\$ 612.88	\$ 109.59	\$	1,118.12
2039	\$ 417.04	\$ 589.21	\$ 111.78	\$	1,118.03
2040	\$ 449.11	\$ 564.25	\$ 114.02	\$	1,127.39
2041	\$ 470.50	\$ 537.37	\$ 116.30	\$	1,124.17
2042	\$ 502.58	\$ 509.19	\$ 118.63	\$	1,130.40
2043	\$ 523.97	\$ 479.09	\$ 121.00	\$	1,124.06
2044	\$ 556.05	\$ 447.70	\$ 123.42	\$	1,127.17
2045	\$ 588.13	\$ 414.38	\$ 125.89	\$	1,128.40
2046	\$ 620.21	\$ 379.13	\$ 128.40	\$	1,127.74
2047	\$ 662.98	\$ 341.95	\$ 130.97	\$	1,135.90
2048	\$ 695.06	\$ 302.20	\$ 133.59	\$	1,130.85
2049	\$ 737.83	\$ 260.51	\$ 136.26	\$	1,134.61
2050	\$ 780.60	\$ 216.26	\$ 138.99	\$	1,135.85
2051	\$ 823.38	\$ 169.42	\$ 141.77	\$	1,134.57
2052	\$ 866.15	\$ 120.01	\$ 144.60	\$	1,130.77
2053	\$ 919.62	\$ 68.03	\$ 147.50	\$	1,135.14
Total	\$13,762.17	\$16,473.16	\$ 3,369.46	\$	33,604.78

Notes:

[a]The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

AGENDA ITEM REPORT

13.6.



To: City Council

Subject: Consideration and possible action relating to Ordinance No. O-2023-039 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Durango Farms Public Improvement District (Anne LaMere)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Finance /

Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

Pursuant to Texas Local Government Code Chapter 372, the PID Act, the annual service plan must be reviewed and updated annually. This document is the Annual Service Plan Update including updated assessment rolls for the Durango Farms Public Improvement District.

Second reading can be waived pursuant to Hutto Charter Section 3.13 because an assessment is not a tax. The assessment against the property owners within the PID is for the specific types of improvements within the SAP, which are financed by the assessment.

SUMMARY OF REQUEST:

Approve Ordinance as presented.

STAFF REVIEW:

Staff Recommends Approval

FISCAL NOTES:

No fiscal impact to the City from the revised Service and Assessment Plan. The numbers in the revised plan will be used in the budget process to record the expected transactions for which the City serves as a fiduciary.

ATTACHMENTS:

1. Durango_Farms_PID
2. Hutto Durango Farms_2023 SAP Update_Ordinance_Final

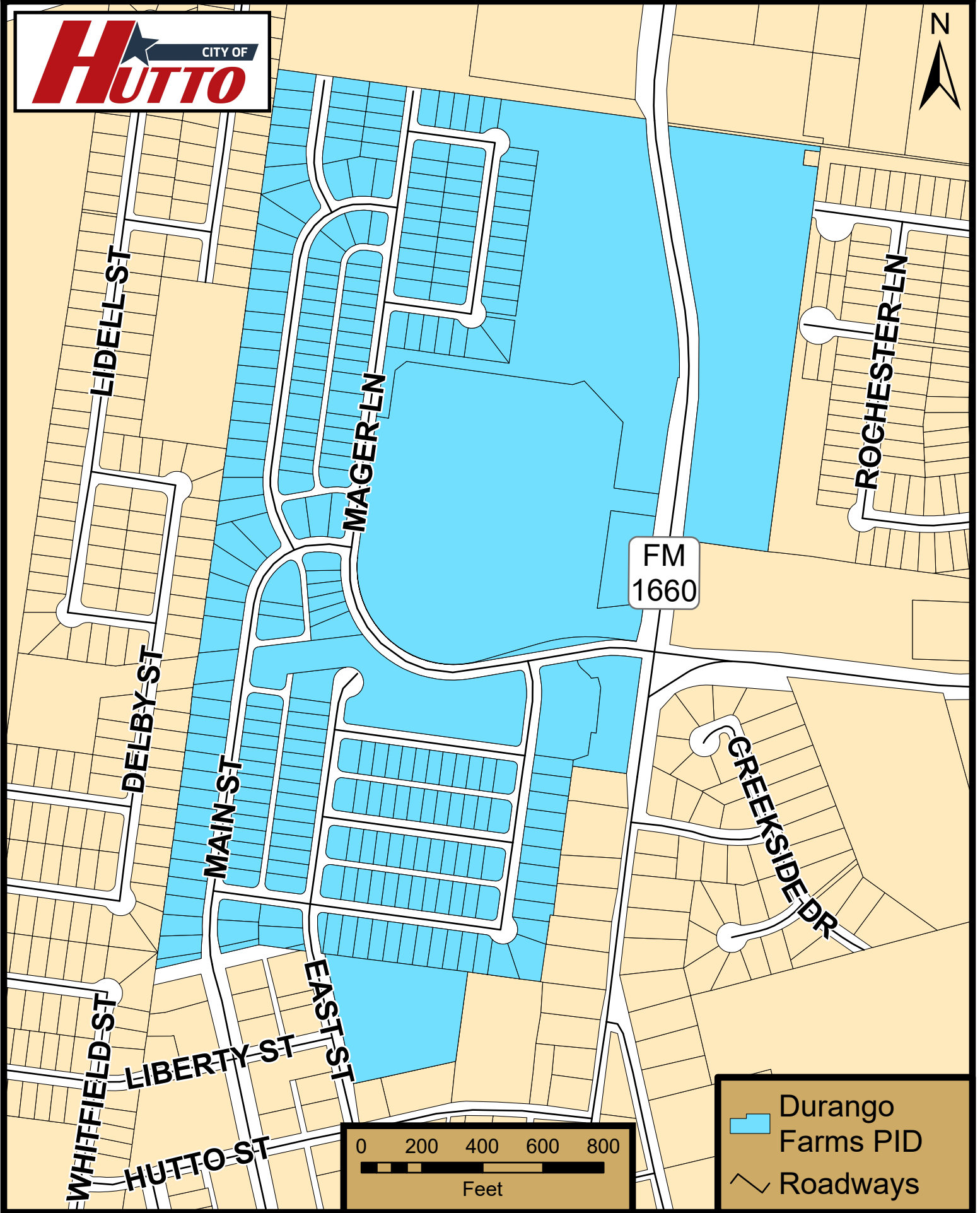
AGENDA ITEM REPORT

13.6.



3. 2023-07-12_HUT_Durango Farms_2023SAPUpdate_Final

Durango Farms PID



FM
1660

0 200 400 600 800
Feet

 Durango Farms PID

 Roadways

ORDINANCE NO. O-2023-039

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

WHEREAS, on May 21, 2020, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and on August 6, 2020 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Durango Farms Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on October 21, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on October 21, 2021, the City Council adopted Ordinance No. O-2021-063 accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Assessment and the payment of the Assessment; providing penalties and interest on delinquent Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan Update"); and

WHEREAS, on August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-037, which updated the Assessment Roll for 2022.

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023, in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "Durango Farms Public Improvement District 2023 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records. In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2023, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2023.

SECTION 5. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for

that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 20th day of July 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 20th day of July 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A

Durango Farms Public Improvement District 2023 Annual Service Plan Update



DURANGO PUBLIC IMPROVEMENT DISTRICT
CITY OF HUTTO
2023 ANNUAL SERVICE PLAN UPDATE

July 20, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the 2021 Service and Assessment Plan (the “2021 SAP”).

The District was created pursuant to the PID Act by Resolution No. R-2020-068 on August 6, 2020 by the City Council to finance certain Authorized Improvements for the benefit of the property in District.

On October 21, 2021, the City approved the 2021 SAP for the District by adopting Ordinance No. O-2021-063 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-037, which updated the Assessment Roll for 2022.

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2021 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

- The final plat of Durango Farms Phase 1 was filed and recorded with the County on October 26, 2020, and consists of 136 single-family Lots, 1 Lot Type Multi-Family Lot, 2 Lot Type Commercial Lots, and 11 Lots of Non-Benefited Property.
- The final plat of Durango Farms Phase 2, attached hereto as Exhibit C, was filed and recorded with the County on April 5, 2022, and consists of 112 single-family Lots and 3 Lots of Non-Benefited Property.

See **Exhibit D** for the Lot Type classification map.

LOT AND HOME SALES

Per the Quarterly Report dated March 31, 2023, the District consists of 248 single-family Lots, further designated as 123 Lot Type 1 Lots, 71 Lot Type 2 Lots, 54 Lot Type 3 Lots and an anticipated 388 units within the Lot Type Multi-Family Lots. Per the Quarterly Report dated March 31, 2023, the Developer has completed home construction and delivered to end users a total of 112 Lots, further designated as 69 Lot Type 1 Lots, 15 Lot Type 2 Lots, and 28 Lot Type 3 Lots. All single-family homes are expected to be completed in June 2024.

See **Exhibit E** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

Section 1

The Developer has completed the Authorized Improvements listed in the 2021 SAP and they were dedicated to the City.

Section 2

Per the Quarterly Report dated March 31, 2023, the Authorized Improvements listed in the 2021 SAP were completed and City acceptance is pending.

Major Improvements

Per the Executed Draw #6, the Authorized Improvements listed in the 2021 SAP for Major Improvements are currently under construction. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvements	Budget	Spent to Date	Percent Complete
<i>Major Improvements</i>			
FM 1660	\$1,924,202	1,384,131	71.93%
Total	\$1,924,202	1,384,131	71.93%

Notes:

Per the Executed Draw #6 Report dated 5/18/2023.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$12,932,000.00¹.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest²** – The total principal and interest required for the Annual Installment is \$702,591.26.
- **Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$581,940.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$64,660.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$46,412.00.

¹ Net of \$197,000.00 PID Bonds principal payment due September 1, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

² The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by January 31, 2024.

Annual Collection Costs	
Administration	\$ 31,212.00
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	200.00
PID Trustee Fees	4,500.00
Dissemination Agent	5,000.00
Developer/Issuer CDA Review	1,000.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 46,412.00

Due January 31, 2024	
Principal	\$ 203,000.00
Interest	499,591.26
Annual Collection Costs	46,412.00
Additional Interest	64,660.00
Total Annual Installment	\$ 813,663.26

See **Exhibit B** for the debt service schedule for the PID Bonds as shown in the official statement.

PREPAYMENT OF ASSESSMENTS IN FULL

No full prepayments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments have occurred within the District.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred within the District.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized 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.

Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 203,000.00	\$ 208,000.00	\$ 214,000.00	\$ 220,000.00	\$ 228,000.00
Interest		499,591.26	494,008.76	488,288.76	482,403.76	474,703.76
	(1)	\$ 702,591.26	\$ 702,008.76	\$ 702,288.76	\$ 702,403.76	\$ 702,703.76
Annual Collection Costs	(2)	\$ 46,412.00	\$ 47,340.24	\$ 48,287.04	\$ 49,252.79	\$ 50,237.84
Additional Interest	(3)	\$ 64,660.00	\$ 63,645.00	\$ 62,605.00	\$ 61,535.00	\$ 60,435.00
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 813,663.26	\$ 812,994.00	\$ 813,180.80	\$ 813,191.55	\$ 813,376.60

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, 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 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
P503923	Non-Benefited		\$ -	\$ -
P503927	Non-Benefited		\$ -	\$ -
R600646	Lot Type Multi-Family	(4)	\$ 1,047,705.34	\$ 65,920.15
R601936	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601937	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601938	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601939	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601940	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601941	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601942	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601943	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601944	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601945	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601946	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601947	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601948	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601949	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601950	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601951	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601952	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601953	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601954	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601955	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601956	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601957	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601958	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601959	Non-Benefited		\$ -	\$ -
R601960	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601961	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601962	Non-Benefited		\$ -	\$ -
R601963	Non-Benefited		\$ -	\$ -
R601969	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601970	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R601971	Non-Benefited		\$ -	\$ -
R601972	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601973	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601974	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601975	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601976	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601977	Lot Type 3		\$ 38,089.02	\$ 2,396.51

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
R601978	Non-Benefited		\$ -	\$ -
R601980	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601981	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601982	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601983	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601984	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601985	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601986	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601987	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601988	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601989	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601990	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601991	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601992	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601993	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R601994	Non-Benefited		\$ -	\$ -
R601996	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R601997	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R601998	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R601999	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602000	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602001	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602002	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602003	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602004	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602005	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602006	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602007	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602008	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602009	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602010	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602011	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602012	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602013	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602014	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602015	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602016	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602017	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602018	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602019	Lot Type 1		\$ 31,364.14	\$ 1,973.39

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
R602020	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602021	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602022	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602023	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602024	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602025	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602026	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602027	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602028	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602029	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602030	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602031	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602032	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602033	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602034	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602035	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602036	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602037	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602038	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602039	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602040	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602041	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602042	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602043	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602053	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602054	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602055	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602056	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602057	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602058	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602059	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602060	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602061	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602062	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602063	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602064	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602065	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602066	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602067	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602068	Lot Type 1		\$ 31,364.14	\$ 1,973.39

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
R602069	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602070	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602071	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602072	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602073	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602074	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602075	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602076	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602077	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602078	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602079	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602080	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602084	Non-Benefited		\$ -	\$ -
R602085	Lot Type Multi-Family	(5)	\$ 3,017,391.38	\$ 189,850.02
R602086	Non-Benefited		\$ -	\$ -
R602087	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602088	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R602089	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615406	Lot Type Commercial	(6)	\$ 180,378.49	\$ 11,349.16
R615407	Lot Type Commercial	(6)	\$ 165,970.38	\$ 10,442.62
R615408	Non-Benefited		\$ -	\$ -
R615409	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615410	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615411	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615412	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615413	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615414	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615415	Non-Benefited		\$ -	\$ -
R615416	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615417	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615418	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R615419	Non-Benefited		\$ -	\$ -
R615420	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626797	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626798	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626799	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626800	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626801	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626802	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626803	Lot Type 3		\$ 38,089.02	\$ 2,396.51

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
R626804	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626805	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626806	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626807	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626808	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626809	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626810	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626811	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626812	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626813	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626814	Non-Benefited		\$ -	\$ -
R626815	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626816	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626817	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626818	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626819	Lot Type 3		\$ 38,089.02	\$ 2,396.51
R626820	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626821	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626822	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626823	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626824	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626825	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626826	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626827	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626828	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626829	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626830	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626831	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626832	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626833	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626834	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626835	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626836	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626837	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626838	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626839	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626840	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626841	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626842	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626843	Lot Type 2		\$ 36,703.63	\$ 2,309.34

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
R626844	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626845	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626846	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626847	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626848	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626849	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626850	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626851	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626852	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626853	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626854	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626855	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626856	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626857	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626858	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626859	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626860	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626861	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626862	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626863	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626864	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626865	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626866	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626867	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626868	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626869	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626870	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626871	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626872	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626873	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626874	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626875	Lot Type 2		\$ 36,703.63	\$ 2,309.34
R626876	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626877	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626878	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626879	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626880	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626881	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626882	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626883	Lot Type 1		\$ 31,364.14	\$ 1,973.39

Property ID	Lot Type	Notes	District ¹	
			Outstanding Assessment ²	Installment Due 1/31/24 ³
R626884	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626885	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626886	Non-Benefited		\$ -	\$ -
R626887	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626888	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626889	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626890	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626891	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626892	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626893	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626894	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626895	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626896	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626897	Non-Benefited		\$ -	\$ -
R626898	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626899	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626900	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626901	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626902	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626903	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626904	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626905	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626906	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626907	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626908	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626909	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626910	Lot Type 1		\$ 31,364.14	\$ 1,973.39
R626911	Lot Type 1		\$ 31,364.14	\$ 1,973.39
Total			\$ 12,931,999.62	\$ 813,663.26

Notes:

- (1) Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- (2) Outstanding Assessment prior to 1/31/2024 Annual Installment.
- (3) The Annual Installment covers the period 9/1/2023 to 08/31/2024, and is due by 1/31/2024.
- (4) Assumes 100 Multifamily units. If less than 100 units are constructed, a mandatory prepayment will be required.
- (5) Assumes 288 Multifamily units. If less than 288 units are constructed, a mandatory prepayment will be required.
- (6) For billing purposes, the outstanding Assessment and Annual Installment will be allocated to each Property ID, with a Lot Type Commercial, pro rata based square footage. If less than 20,000 square feet is constructed, a mandatory prepayment will be required.

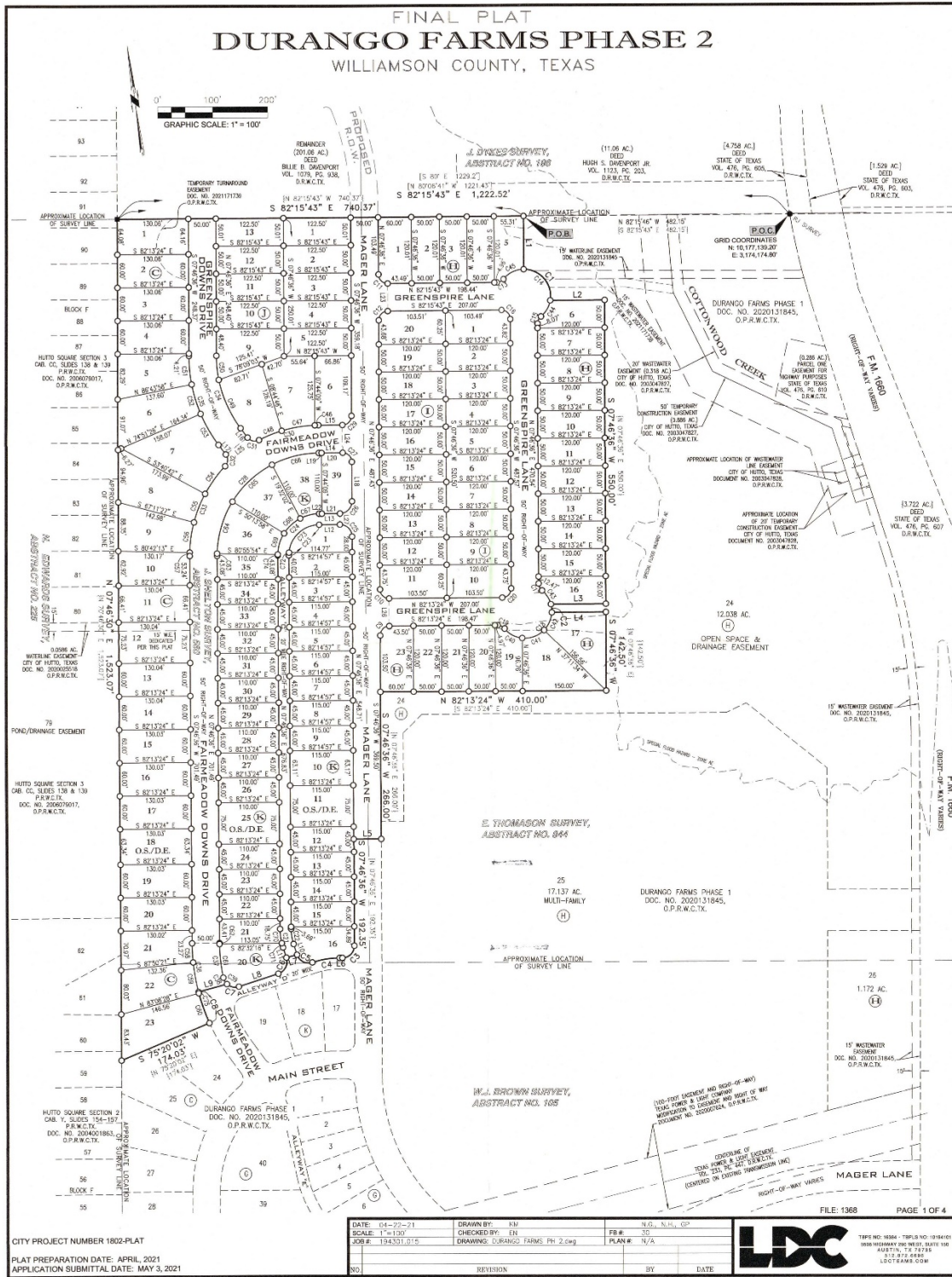
EXHIBIT B – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 298,000	\$ 403,435.17	\$ 701,435.17
2023	197,000	505,008.76	702,008.76
2024	203,000	499,591.26	702,591.26
2025	208,000	494,008.76	702,008.76
2026	214,000	488,288.76	702,288.76
2027	220,000	482,403.76	702,403.76
2028	228,000	474,703.76	702,703.76
2029	237,000	466,723.76	703,723.76
2030	245,000	458,428.76	703,428.76
2031	254,000	449,853.76	703,853.76
2032	263,000	440,963.76	703,963.76
2033	274,000	430,772.50	704,772.50
2034	285,000	420,155.00	705,155.00
2035	296,000	409,111.26	705,111.26
2036	308,000	397,641.26	705,641.26
2037	321,000	385,706.26	706,706.26
2038	334,000	373,267.50	707,267.50
2039	347,000	360,325.00	707,325.00
2040	361,000	346,878.76	707,878.76
2041	376,000	332,890.00	708,890.00
2042	391,000	318,320.00	709,320.00
2043	407,000	302,680.00	709,680.00
2044	424,000	286,400.00	710,400.00
2045	442,000	269,440.00	711,440.00
2046	461,000	251,760.00	712,760.00
2047	480,000	233,320.00	713,320.00
2048	501,000	214,120.00	715,120.00
2049	522,000	194,080.00	716,080.00
2050	544,000	173,200.00	717,200.00
2051	567,000	151,440.00	718,440.00
2052	591,000	128,760.00	719,760.00
2053	616,000	105,120.00	721,120.00
2054	643,000	80,480.00	723,480.00
2055	670,000	54,760.00	724,760.00
2056	699,000	27,960.00	726,960.00
Total	<u>\$ 13,427,000</u>	<u>\$ 11,441,997.81</u>	<u>\$ 24,838,997.81</u>

EXHIBIT C – APPROVED PLATS



FINAL PLAT DURANGO FARMS PHASE 2 WILLIAMSON COUNTY, TEXAS

LOT NO.	AREA (SQ. FT.)
1	8339
2	7804
3	7803
4	7803
5	8140
6	10661
7	13609
8	11823
9	8614
10	7958
11	8667
12	9752
13	7802
14	7802
15	7802
16	7802
17	7802
18*	8236
19	7802
20	7801
21	8416
22	8382
23	10848

LOT NO.	AREA (SQ. FT.)
1	7142
2	6000
3	6000
4	6000
5	5919
6	5488
7	6000
8	6000
9	6000
10	6000
11	6000
12	6000
13	6000
14	6000
15	6000
16	5566
17	9341
18	10078
19	5416
20	6000
21	6000
22	6000
23	7142

LOT NO.	AREA (SQ. FT.)
1	7176
2	6000
3	6000
4	6000
5	6000
6	6000
7	6000
8	6000
9	6000
10	7172
11	7172
12	6000
13	6000
14	6000
15	6000
16	6000
17	6000
18	6000
19	6000
20	7167

LOT NO.	AREA (SQ. FT.)
1	6126
2	6125
3	6125
4	6125
5	6125
6	8338
7	10152
8	9621
9	8729
10	6125
11	6125
12	6125
13	6126

LOT NO.	AREA (SQ. FT.)
1	4988
2	5175
3	5175
4	5175
5	5175
6	5175
7	5175
8	5175
9	5175
10	7261
11*	8625
12	5175
13	5175
14	5175
15	5175
16	6480
20	7790
21	4952
22	4950
23	4950
24	4950
25*	8230
26	4950
27	4950
28	4950
29	4950
30	4950
31	4950
32	4950
33	4950
34	4950
35	5062
36	7862
37	7862
38	7362
39	5892

NOTE:
LOTS MARKED WITH AN ASTERISK (*)
ARE SOMETHING OTHER THAN SINGLE FAMILY.

CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	48.50'	66.21'	S 32°21'22" E	74.03'
C2	48.50'	15.14'	S 01°47'11" W	15.08'
C3	22.00'	34.56'	S 52°46'36" W	31.11'
C4	160.00'	50.45'	S 88°44'39" W	50.24'
C5	22.00'	34.67'	N 55°08'28" W	31.19'
C6	23.00'	36.13'	S 35°00'21" W	32.53'
C7	22.00'	23.27'	N 69°41'49" W	22.20'
C8	355.00'	59.87'	S 11°26'56" E	59.80'
C9	16.50'	25.92'	S 52°46'36" W	23.33'
C10	16.50'	25.92'	S 37°13'24" E	23.33'
C11	16.50'	25.93'	S 37°14'33" E	23.34'
C12	16.50'	25.91'	S 52°45'37" W	23.33'
C13	16.50'	14.49'	N 72°34'36" E	14.03'
C14	48.50'	161.41'	N 37°14'33" W	95.58'
C15	16.50'	14.49'	S 32°56'18" W	14.03'
C16	16.50'	25.93'	N 37°14'33" W	23.34'
C17	16.50'	14.49'	S 17°23'05" E	14.03'
C18	48.50'	161.38'	N 52°46'36" E	95.58'
C19	16.50'	14.49'	N 57°03'42" W	14.03'
C20	16.50'	25.92'	N 52°46'36" E	23.33'
C21	110.00'	34.12'	S 01°06'51" E	33.86'
C22	90.00'	27.91'	S 01°06'51" E	27.80'
C23	55.00'	86.35'	S 52°45'23" W	77.75'
C24	75.00'	117.76'	S 52°45'23" W	106.03'
C25	22.00'	34.57'	N 37°14'33" W	31.12'
C26	22.00'	34.54'	N 52°45'23" E	31.10'
C27	16.50'	25.93'	N 37°14'33" W	23.34'
C28	165.00'	290.47'	S 52°45'23" W	261.54'
C29	16.50'	25.91'	N 52°45'23" E	23.33'
C30	235.00'	111.67'	S 64°59'52" W	110.82'
C31	16.50'	23.20'	S 69°15'17" E	21.34'
C32	16.50'	23.16'	N 11°14'51" E	21.31'
C33	235.00'	179.18'	S 29°37'14" W	174.88'
C34	220.00'	141.09'	S 10°35'46" E	138.69'
C35	270.00'	173.16'	S 10°35'46" E	170.21'
C36	355.00'	89.19'	S 00°34'47" W	88.95'
C37	305.00'	63.25'	S 01°50'09" W	63.14'
C38	22.00'	13.50'	S 21°45'09" E	13.34'
C39	22.00'	36.82'	S 52°02'59" E	32.67'
C40	48.50'	37.59'	S 54°06'11" E	36.85'
C41	48.50'	43.18'	N 76°11'12" E	41.77'
C42	48.50'	35.51'	N 31°42'19" E	34.72'
C43	48.50'	29.95'	N 24°51'09" W	28.48'
C44	48.50'	34.46'	N 37°44'37" E	33.74'
C45	48.50'	42.73'	S 72°39'27" W	41.37'
C46	235.00'	6.60'	N 83°04'08" W	6.60'
C47	235.00'	61.00'	S 88°41'24" W	60.83'
C48	235.00'	44.27'	S 75°51'24" W	44.21'
C49	220.00'	97.16'	S 16°18'02" E	96.37'
C50	220.00'	43.94'	S 02°03'20" W	43.86'
C51	270.00'	52.04'	S 02°15'17" W	51.96'
C52	270.00'	55.96'	S 00°12'18" E	55.86'
C53	270.00'	65.15'	S 22°03'22" E	65.00'
C54	235.00'	62.11'	S 43°53'35" W	61.93'
C55	235.00'	55.42'	S 28°33'56" W	55.29'
C56	235.00'	55.42'	S 16°03'10" W	55.29'
C57	235.00'	6.23'	S 08°32'12" W	6.23'
C58	355.00'	34.80'	S 04°58'08" W	34.76'
C59	355.00'	56.92'	S 02°25'56" E	56.85'
C60	355.00'	57.34'	S 11°38'10" E	57.28'
C61	305.00'	61.58'	S 01°40'43" W	61.47'
C62	305.00'	1.67'	S 07°37'10" W	1.67'
C63	185.00'	4.17'	S 08°25'21" W	4.17'
C64	185.00'	99.12'	S 24°25'04" W	97.94'
C65	185.00'	99.12'	S 55°07'00" W	97.94'
C66	185.00'	88.05'	S 84°06'04" W	87.22'
C67	75.00'	35.70'	S 84°06'04" W	35.36'
C68	75.00'	40.18'	S 55°07'00" W	39.71'
C69	75.00'	40.18'	S 24°25'04" W	39.71'
C70	110.00'	25.94'	S 01°01'00" W	25.90'
C71	110.00'	8.16'	S 07°52'07" E	8.16'
C72	55.00'	4.98'	S 10°22'18" W	4.98'
C73	55.00'	81.37'	S 55°21'05" W	74.15'
C74	75.00'	1.69'	S 08°25'21" W	1.69'
C75	355.00'	2.53'	S 06°49'17" E	2.53'

[48.50']	[84.21']	[N 32°21'22" W]	[74.03']
[48.50']	[15.14']	[N 01°47'11" E]	[15.08']
[22.00']	[34.56']	[N 52°46'36" E]	[31.11']
[160.00']	[50.45']	[N 88°44'39" E]	[50.24']
[22.00']	[34.67']	[S 55°08'28" E]	[31.19']
[23.00']	[36.13']	[N 35°00'21" E]	[32.53']
[22.00']	[23.27']	[S 69°41'49" E]	[22.20']
[355.00']	[59.87']	[N 11°26'56" N]	[59.80']

LINE #	BEARING	DISTANCE	
L1	S 07°54'00" W	96.51'	[N 07°54'00" E] [96.51']
L2	S 82°13'24" E	97.18'	[N 82°13'24" W] [97.18']
L3	N 82°13'24" W	96.14'	[S 82°13'24" E] [96.14']
L4	S 82°13'24" E	96.56'	[N 82°13'24" W] [96.56']
L5	N 82°13'24" W	50.00'	[S 82°13'24" E] [50.00']
L6	N 82°13'24" W	5.00'	[S 82°13'24" E] [5.00']
L7	S 82°52'30" W	20.02'	[N 82°52'30" E] [20.02']
L8	S 80°00'21" W	75.09'	[N 80°00'21" E] [75.09']
L9	S 82°51'30" W	53.78'	[N 82°51'30" E] [53.78']
L10	N 09°59'39" W	20.39'	
L11	N 09°59'39" W	19.39'	
L12	S 82°15'51" E	38.02'	
L13	S 82°15'51" E	38.07'	
L14	N 82°15'51" W	43.62'	
L15	N 82°15'51" W	43.68'	
L16	N 28°56'09" W	21.14'	
L17	S 28°56'09" E	21.24'	
L18	N 07°46'36" E	71.50'	
L19	N 82°15'51" W	5.00'	
L20	N 82°15'51" W	38.57'	
L21	S 82°15'51" E	33.02'	
L22	S 82°15'51" E	5.00'	
L23	N 07°46'09" E	50.00'	
L24	N 07°46'14" E	50.00'	
L25	N 60°54'59" E	50.00'	
L26	N 07°46'36" E	50.00'	
L27	N 07°52'01" E	20.00'	

- NOTES:
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
 2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
 3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.9999885.
 4. COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.

- LEGEND
- IN SURVEY
 - 1/2" BROWN ROD WITH PLASTIC CAP STAMPED "X" SURVEY FOUND
 - CONCRETE MONUMENT FOUND
 - 1/2" BROWN ROD WITH PLASTIC CAP STAMPED "LAKOV" SET OR PREVIOUSLY SET
 - CALCULATED POINT
 - O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
 - D.R.W.C.T.X. USED RECORDS WILLIAMSON COUNTY, TEXAS
 - P.R.W.C.T.X. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
 - RECORD INFORMATION FOR DOC. NO. 2020131845
 - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OTHER RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.U.L. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - W.L. WATER LINE EASEMENT
 - N.T.S. NOT TO SCALE

PLAT PREPARATION DATE: APRIL, 2021
APPLICATION SUBMITTAL DATE: MAY 3, 2021

CITY PROJECT NUMBER 1002-PLAT



TEPSE NO. 10884 - TEPSE NO. 1018401
BOOK HIGHERWAY 290 WEST, SUITE 100
AUSTIN, TX 78778
311.910.0000
LDC@LDC.COM

PAGE 2 OF 4

Doc # 2022042871

FINAL PLAT
DURANGO FARMS PHASE 2
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF 22.856 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMSON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 84.560 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDORS LIEN TO MA DURANGO FARMS, LLC OF RECORD IN DOCUMENT NO. 2020087802, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 22.856 ACRES OF LAND, AS SURVEYED BY LANDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" (Grid Coordinates: N= 10,177,139.20, E= 3,114,114.80) found in the west right-of-way line of F.M. 1960, a variable-width right-of-way, at the northeast corner of the said 84.560 acre tract, at the northeast corner of Lot 24, Block H, Durango Farms Phase 1, a subdivision according to the map or plat of record in Document No. 2020131845, Official Public Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Clavenger of record in Volume 1079, Page 638, 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 805, 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 807, Deed Records of Williamson County, Texas;

THENCE N 82°15'43" W, leaving the west right-of-way line of said F.M. 1960, with the north line of the said 84.560 acre tract, with the north line of said Lot 24, Block H, Durango Farms Phase 1, with a south line of the said 201.06 acre tract, a distance of 482.15 feet to 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the northerly northwest corner of said Lot 24, Block H, Durango Farms Phase 1, for the most northerly corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the south line of the said 201.06 acre tract, crossing the said 84.560 acre tract, with the westerly line of said Lot 24, Block H, Durango Farms Phase 1, with a west line of Lot 25, Block H, said Durango Farms Phase 1, with an easterly line of the tract described herein, the following ten (10) courses and distances:

1. S 07°54'00" W, a distance of 96.51 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for point of non-tangent curvature,
2. with the arc of a curve to the right, having a radius of 49.50 feet, an arc distance of 84.21 feet, and a chord which bears S 32°12'22" E, a distance of 74.03 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of non-tangency,
3. S 82°13'24" E, a distance of 97.18 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a re-entrant corner of said Lot 24, Block H, Durango Farms Phase 1, for a northeast corner of the tract described herein,
4. S 07°49'36" W, a distance of 550.00 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a re-entrant corner of said Lot 24, Block H, Durango Farms Phase 1, for a southeast corner of the tract described herein,
5. N 82°13'24" W, a distance of 98.14 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of non-tangent curvature,
6. with the arc of a curve to the right, having a radius of 45.50 feet, an arc distance of 15.14 feet, and a chord which bears S 01°47'11" W, a distance of 15.08 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of non-tangency,
7. S 82°13'24" E, a distance of 98.68 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a re-entrant corner of said Lot 24, Block H, Durango Farms Phase 1, for a northeast corner of the tract described herein,
8. S 07°49'36" W, a distance of 142.50 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a re-entrant corner of said Lot 24, Block H, Durango Farms Phase 1, for a southeast corner of the tract described herein,
9. N 82°13'24" W, a distance of 410.00 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a westerly northwest corner of said Lot 24, Block H, Durango Farms Phase 1, for a re-entrant corner of the tract described herein, and
10. S 07°49'36" W, a distance of 285.00 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set in the west line of said Lot 25, Block H, Durango Farms Phase 1, at the terminus of the east right-of-way line of Mager Lane, a 50-foot right-of-way as shown on said Durango Farms Phase 1, for a southeast corner of the tract described herein;

THENCE leaving the west line of said Lot 25, Block H, Durango Farms Phase 1, continuing across the said 84.560 acre tract, with the terminus and the west right-of-way line of said Mager Lane, with the north line of Alleyway "D", a 20 foot wide alleyway as shown on said Durango Farms Phase 1, with the terminus and the west right-of-way line of Fairmeadow Downs Drive, a 50-foot right-of-way as shown on said Durango Farms Phase 1, with an east and south lines of the tract described herein, the following twelve (12) courses and distances:

1. N 82°13'24" W, a distance of 50.00 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set at the terminus of the west right-of-way line of said Mager Lane, for a re-entrant corner of the tract described herein,
2. S 07°49'36" W, a distance of 192.35 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 22.00 feet, an arc distance of 34.56 feet, and a chord which bears S 02°46'30" W, a distance of 31.19 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of tangency,
4. N 82°13'24" W, a distance of 5.09 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for point of curvature,
5. with the arc of a curve to the left, having a radius of 180.00 feet, an arc distance of 50.45 feet, and a chord which bears S 88°44'38" W, a distance of 50.24 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of reverse curvature,
6. with the arc of a curve to the right, having a radius of 22.00 feet, an arc distance of 34.67 feet, and a chord which bears N 55°08'28" W, a distance of 31.19 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of non-tangency,
7. S 82°13'24" W, a distance of 20.02 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of non-tangent curvature,
8. with the arc of a curve to the right, having a radius of 23.00 feet, an arc distance of 36.13 feet, and a chord which bears S 35°00'21" W, a distance of 32.53 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for a point of tangency,
9. S 80°00'21" W, a distance of 75.09 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for point of curvature,
10. with the arc of a curve to the right, having a radius of 22.00 feet, an arc distance of 23.27 feet, and a chord which bears N 69°41'49" W, a distance of 22.20 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set at the terminus of the east right-of-way line of said Fairmeadow Downs Drive, for a point of non-tangency of the tract described herein,
11. S 82°13'30" W, a distance of 53.78 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set at the terminus of the west right-of-way line of said Fairmeadow Downs Drive, for a point of non-tangent curvature of the tract described herein, and
12. with the curving west right-of-way line of said Fairmeadow Downs Drive, with the arc of a curve to the left, having a radius of 335.00 feet, an arc distance of 180.07 feet, and a chord which bears S 11°20'58" E, a distance of 59.80 feet to a 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the northeast corner of Lot 24, Block C, said Durango Farms Phase 1, for a southeast corner of the tract described herein;

THENCE S 75°20'02" W, continuing across the said 84.560 acre tract, with the north line of said Lot 24, Block C, Durango Farms Phase 1, with the north line of Lot 25, Block C, said Durango Farms Phase 1, with a south line of the tract described herein, a distance of 174.03 feet to 1/4-inch iron rod with a plastic cap stamped "LANDDEV" previously set in the west line of the said 84.560 acre tract and the east line of Lot 58, Block F, Hutto Square Section 2, a subdivision according to the map or plat of record in Cabinet Y, Block 154-157, Plat Records of Williamson County, Texas, for the northeast corner of said Lot 25, Block C, Durango Farms Phase 1, for the southeast corner of the tract described herein;

THENCE N 07°49'36" E, with the west line of the said 84.560 acre tract, with the east line of said Hutto Square Section 2, with the east line of Hutto Square Section 3, a subdivision according to the plat or map of record in Cabinet CC, Skies 138 and 139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, a distance of 1523.07 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 84.560 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northeast corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 84.560 acre tract and a south line of the said 201.06 acre tract, with a north line of the tract described herein, a distance of 740.37 feet to the POINT OF BEGINNING and containing 22.856 acres of land, more or less.



VICINITY MAP
1" = 1500'

OWNER: MA DURANGO FARMS, LLC
230 KLATTENHOFF LANE, SUITE 102
HUTTO, TX 78634
Ph. No. 972.715.6429
Email: mauricio.durango@mauricio.com

SURVEYOR: ERNESTO NAVARRETE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6842 - STATE OF TEXAS
LANDDEV CONSULTING LLC
5508 HWY 290 WEST, SUITE 150
AUSTIN, TEXAS 78736
512.872.6596
ernesto.navarrete@ldeconline.com
TSPS FIRM NO. 1518419

ENGINEER: XAVIER GARZA-ROBLEDO, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 135174 - STATE OF TEXAS
LANDDEV CONSULTING LLC
5508 HWY 290 WEST, SUITE 150
AUSTIN, TEXAS 78736
512.872.6596
xavier.garza@ldeconline.com
GPCE FIRM NO. F-15384

SURVEY: E. THOMSON SURVEY, ABSTRACT NO. 844
J. SHELTON SURVEY, ABSTRACT NO. 560
W. J. BROWN SURVEY, ABSTRACT NO. 105

ACREAGE:	22.856
LOT ACREAGE:	17.700
ROW AND ALLEY ACREAGE:	4.956
TOTAL NUMBER OF BLOCKS:	5
TOTAL NUMBER OF LOTS:	115
SINGLE FAMILY RESIDENTIAL:	112
OPEN SPACE / D.E.:	3

LINEAR FEET (L.F.) OF NEW STREET		
STREET NAME	LENGTH	WIDTH
MAGER LANE	1128 L.F.	50'
FAIRMEADOW DOWNS DRIVE	1198 L.F.	50'
GREENSPIRE LANE	1115 L.F.	50'
GREENSPIRE DOWNS DRIVE	464 L.F.	50'
TOTAL	8116 L.F.	

LINEAR FEET (L.F.) OF NEW ALLEY		
ALLEY NAME	LENGTH	WIDTH
ALLEYWAY "C"	315 L.F.	20'
TOTAL	915 L.F.	

PLAT PREPARATION DATE: APRIL, 2021
APPLICATION SUBMITTAL DATE: MAY 3, 2021

CITY PROJECT NUMBER 1802-PLAT

FILE: 1368

PAGE 3 OF 4



TSPS NO. 10384 - TSPS NO. 10384/01
5508 HWY 290 WEST, SUITE 150
AUSTIN, TX 78736
512.872.6596
LDC@LDC.COM

FINAL PLAT
DURANGO FARMS PHASE 2
WILLIAMSON COUNTY, TEXAS

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

WE, MA DURANGO FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, SOLE OWNERS OF 22.656 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 644, THE J. SHELTON SURVEY, ABSTRACT NO. 660, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 150, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 84.560 ACRES OF LAND, DESIGNATED AS TRACT 1 AND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN OF RECORD IN DOCUMENT NO. 2020097870, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 22.656 ACRES OF LAND AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO CITY OF HUTTO, TEXAS, THE STREETS, ALLEYS, 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:

DURANGO FARMS PHASE 2

TO CERTIFY WHICH, WITNESS MY HAND THIS 26 DAY OF February, 2021

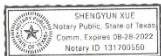
WYATT HENDERSON, MANAGER
MA DURANGO FARMS, LLC
230 HATTENHOLTF LANE, SUITE 102
HUTTO, TX 78854

STATE OF TEXAS §
COUNTY OF Dallas §
§ KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Wyatt Henderson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26 DAY OF February, 2021

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 02-18-2023



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

THAT FIRST UNITED BANK AND TRUST COMPANY, LIEN HOLDER OF 22.656 ACRES OF LAND, BEING A PORTION OF A CALLED 84.560 ACRES OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN OF RECORD IN DOCUMENT NO. 2020097870, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO CITY OF HUTTO, TEXAS, THE STREETS, ALLEYS, 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 DURANGO FARMS PHASE 2.

TO CERTIFY WHICH, WITNESS MY HAND THIS 1 DAY OF March, 2022

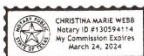
DENNIS OLIVER, SENIOR VICE PRESIDENT, COMMERCIAL LENDING MANAGER
FIRST UNITED BANK AND TRUST
6100 PRESTON ROAD, SUITE 200
FRISCO, TX 75034

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Dennis Oliver, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1 DAY OF March, 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: March 24, 2024



STATE OF TEXAS §
COUNTY OF TRAVIS §
§ KNOW ALL MEN BY THESE PRESENTS

I, XAVIER GARZA-ROBLEDO, A 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 25th DAY OF FEBRUARY, 2022.

XAVIER GARZA-ROBLEDO, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 135174- STATE OF TEXAS
LANDDEV CONSULTING LLC
5508 HWY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.8696
XAVIER.GARZA@LDCFARMS.COM
TBPB FIRM NO. F-16384



STATE OF TEXAS §
COUNTY OF TRAVIS §
§ KNOW ALL MEN BY THESE PRESENTS

I, ERNESTO NAVARRETE, 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.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS, COUNTY TEXAS, THIS 25th DAY OF FEBRUARY, 2022.

ERNESTO NAVARRETE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6642- STATE OF TEXAS
LANDDEV CONSULTING LLC
5508 HWY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.8696
ernesto.navarrete@ldcfarms.com
TBPB FIRM NO. 1019410



GENERAL NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. AS AMENDED, BUILDING SETBACK LINES SHALL CONFORM TO THE PUD REQUIREMENTS, ESTABLISHED IN ORD 80-19-10-17-10C.
3. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. THIS NOTE DOES NOT APPLY TO ALLEYS WITHIN THE SUBDIVISION.
A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES AND A 7' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERLOT LINES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UDC REQUIREMENTS.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION. A 3.0 FOOT PEDESTRIAN ACCESS EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. THIS NOTE DOES NOT APPLY TO ALLEYS WITHIN THE SUBDIVISION.
7. WATER AND WASTEWATER SERVICES 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.
8. UTILITY PROVIDERS FOR THIS DEVELOPMENT SITE ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR ELECTRIC DELIVERY COMPANY, LLC
GAS (NATURAL OR PROPANE): ATMOS ENERGY
9. FLOODPLAIN NOTES:
A PORTION OF THIS TRACT IS ENCRAGED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP NO. 48417C050P, MAP REVISED DATE: DECEMBER 20, 2019, AND REVISED PER CDA# F CASE NO. 21-08-3056P.

ALL STRUCTURES ADJACENT TO THE FLOODPLAIN, EXCEPT FOR DRAINAGE FACILITIES, SHALL HAVE THE LOWEST FINISHED FLOOR AT 2 FEET OR MORE ABOVE THE BASE FLOOD ELEVATION (BFE) OF COTTONWOOD CREEK.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, 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.

11. AS AMENDED, ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, PUD ORD 80-19-10-17-10C, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

12. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO A REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.

13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

14. ALL AMENITY, OPEN SPACE AND DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

15. AS AMENDED, THIS SUBDIVISION IS ZONED: PUD (ORD 80-19-10-17-10C).

16. THIS SITE IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

17. FIRE-EMERGENCY SERVICES - WILLIAMSON COUNTY ESD #3

18. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF THE STREET MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE. (2018 IFD APPENDIX D SEC. 0103.6.2)

19. COVENANTS AND DEED RESTRICTIONS APPLIED TO DURANGO FARMS PHASE 1, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2020131845, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEY TO THE PLAT SHOWN HEREON.

APPROVAL
CITY OF HUTTO
PLANNING AND ZONING COMMISSION CHAIR SIGNATURE:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THIS

THE 1 DAY OF June, 2021

Richard J. Hudson CHAIR
RICHARD J. HUDSON DATE

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS ON THE 23 DAY OF June, 2022

Richard J. Hudson DIRECTOR
OF DEVELOPMENT SERVICES DATE

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

I, NANCY 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 27 DAY OF June, 2022 A.D., AT 11:23 O'CLOCK A.M. AND DULY RECORDED THIS THE 27 DAY OF June, 2022 A.D., AT 11:23 O'CLOCK A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2022062327

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 RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: Brooks McDaniel DEPUTY



PAGE 4 OF 4

PLAT PREPARATION DATE: APRIL, 2021
APPLICATION SUBMITTAL DATE: MAY 3, 2021

CITY PROJECT NUMBER 1802-PLAT

FILE: 1368



TBPB FIRM NO. 10194101
5508 HWY 290 WEST, SUITE 150
AUSTIN, TX 78735
512.872.8696
LDC@LDC.COM

EXHIBIT D – LOT TYPE CLASSIFICATION MAP

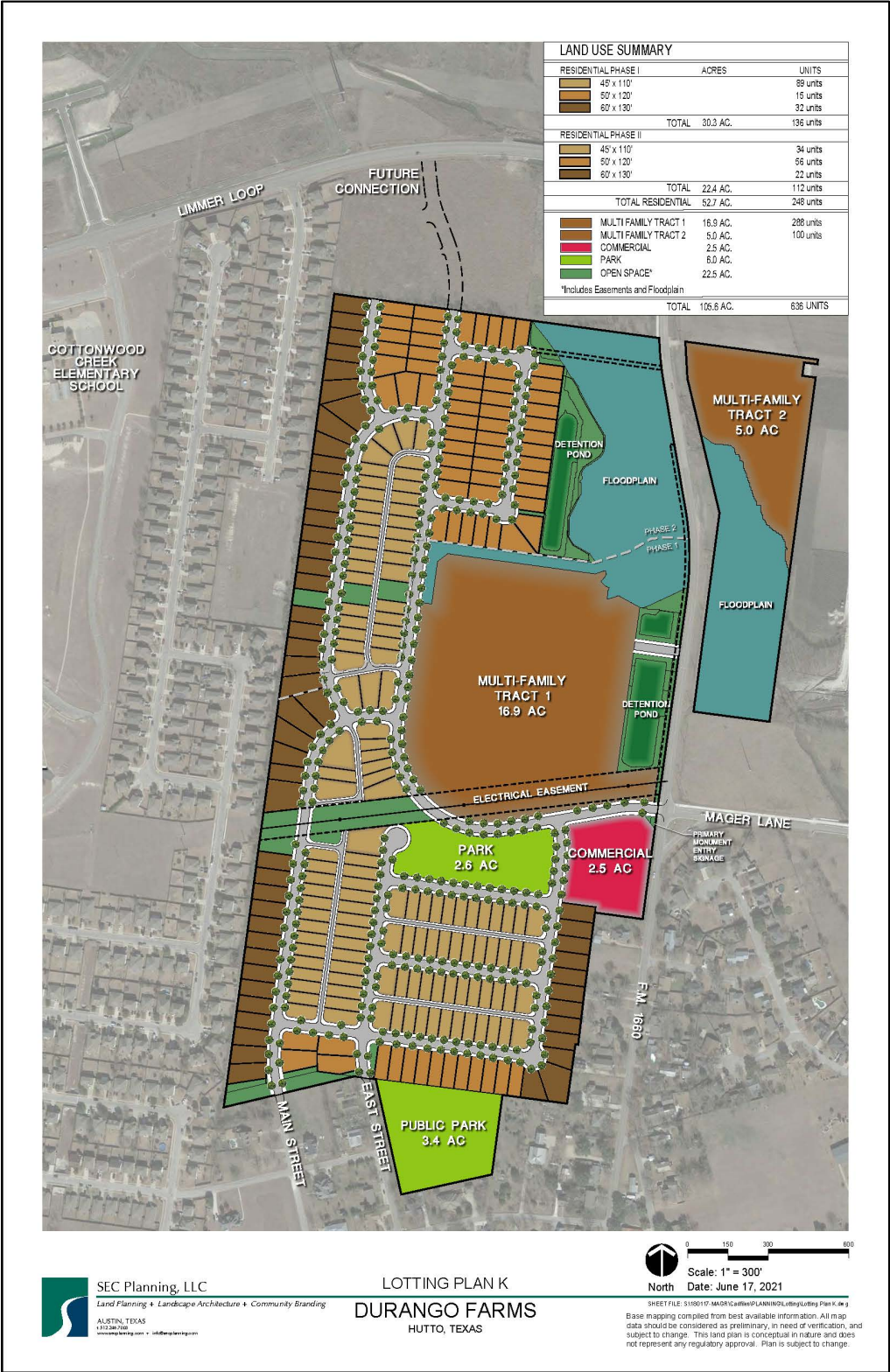


EXHIBIT E – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within Sections 1 and 2 are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type Commercial - Parcel R615406
- Lot Type Commercial - Parcel R615407
- Lot Type Multi-Family - Parcel R600646
- Lot Type Multi-Family - Parcel R602085

[Remainder of page left intentionally blank.]

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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: \$31,364.14

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 ***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 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 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 ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 492.34	\$ 1,211.66	\$ 156.82	\$ 112.56	\$ 1,973.39
2025	\$ 504.47	\$ 1,198.13	\$ 154.36	\$ 114.81	\$ 1,971.76
2026	\$ 519.02	\$ 1,184.25	\$ 151.84	\$ 117.11	\$ 1,972.22
2027	\$ 533.57	\$ 1,169.98	\$ 149.24	\$ 119.45	\$ 1,972.24
2028	\$ 552.97	\$ 1,151.30	\$ 146.57	\$ 121.84	\$ 1,972.69
2029	\$ 574.80	\$ 1,131.95	\$ 143.81	\$ 124.28	\$ 1,974.84
2030	\$ 594.20	\$ 1,111.83	\$ 140.93	\$ 126.76	\$ 1,973.73
2031	\$ 616.03	\$ 1,091.04	\$ 137.96	\$ 129.30	\$ 1,974.33
2032	\$ 637.86	\$ 1,069.47	\$ 134.88	\$ 131.89	\$ 1,974.10
2033	\$ 664.54	\$ 1,044.76	\$ 131.69	\$ 134.52	\$ 1,975.51
2034	\$ 691.21	\$ 1,019.01	\$ 128.37	\$ 137.21	\$ 1,975.81
2035	\$ 717.89	\$ 992.22	\$ 124.92	\$ 139.96	\$ 1,974.99
2036	\$ 747.00	\$ 964.40	\$ 121.33	\$ 142.76	\$ 1,975.48
2037	\$ 778.53	\$ 935.46	\$ 117.59	\$ 145.61	\$ 1,977.19
2038	\$ 810.05	\$ 905.29	\$ 113.70	\$ 148.53	\$ 1,977.57
2039	\$ 841.58	\$ 873.90	\$ 109.65	\$ 151.50	\$ 1,976.63
2040	\$ 875.54	\$ 841.29	\$ 105.44	\$ 154.53	\$ 1,976.79
2041	\$ 911.92	\$ 807.36	\$ 101.06	\$ 157.62	\$ 1,977.96
2042	\$ 948.30	\$ 772.03	\$ 96.50	\$ 160.77	\$ 1,977.59
2043	\$ 987.10	\$ 734.09	\$ 91.76	\$ 163.98	\$ 1,976.94
2044	\$ 1,028.33	\$ 694.61	\$ 86.83	\$ 167.26	\$ 1,977.03
2045	\$ 1,071.99	\$ 653.48	\$ 81.68	\$ 170.61	\$ 1,977.76
2046	\$ 1,118.07	\$ 610.60	\$ 76.32	\$ 174.02	\$ 1,979.01
2047	\$ 1,164.15	\$ 565.87	\$ 70.73	\$ 177.50	\$ 1,978.26
2048	\$ 1,215.08	\$ 519.31	\$ 64.91	\$ 181.05	\$ 1,980.35
2049	\$ 1,266.01	\$ 470.70	\$ 58.84	\$ 184.67	\$ 1,980.23
2050	\$ 1,319.37	\$ 420.06	\$ 52.51	\$ 188.37	\$ 1,980.31
2051	\$ 1,375.15	\$ 367.29	\$ 45.91	\$ 192.13	\$ 1,980.49
2052	\$ 1,433.36	\$ 312.28	\$ 39.04	\$ 195.98	\$ 1,980.65
2053	\$ 1,493.99	\$ 254.95	\$ 31.87	\$ 199.90	\$ 1,980.71
2054	\$ 1,559.48	\$ 195.19	\$ 24.40	\$ 203.89	\$ 1,982.96
2055	\$ 1,624.96	\$ 132.81	\$ 16.60	\$ 207.97	\$ 1,982.34
2056	\$ 1,695.29	\$ 67.81	\$ 8.48	\$ 212.13	\$ 1,983.71
Total	\$31,364.14	\$25,474.40	\$3,216.56	\$ 5,190.48	\$ 65,245.59

Notes:

(1)Interest is calculated based on the actual interest rate of the PID Bonds.

(2)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 Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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: \$36,703.63

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 ***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 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 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 Due 1/31	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 576.16	\$ 1,417.94	\$ 183.52	\$ 131.73	\$ 2,309.34
2025	\$ 590.35	\$ 1,402.10	\$ 180.64	\$ 134.36	\$ 2,307.44
2026	\$ 607.38	\$ 1,385.86	\$ 177.69	\$ 137.05	\$ 2,307.97
2027	\$ 624.40	\$ 1,369.16	\$ 174.65	\$ 139.79	\$ 2,308.00
2028	\$ 647.11	\$ 1,347.31	\$ 171.53	\$ 142.59	\$ 2,308.53
2029	\$ 672.65	\$ 1,324.66	\$ 168.29	\$ 145.44	\$ 2,311.04
2030	\$ 695.36	\$ 1,301.11	\$ 164.93	\$ 148.35	\$ 2,309.75
2031	\$ 720.90	\$ 1,276.78	\$ 161.45	\$ 151.31	\$ 2,310.44
2032	\$ 746.45	\$ 1,251.54	\$ 157.85	\$ 154.34	\$ 2,310.18
2033	\$ 777.67	\$ 1,222.62	\$ 154.11	\$ 157.43	\$ 2,311.83
2034	\$ 808.89	\$ 1,192.48	\$ 150.23	\$ 160.57	\$ 2,312.17
2035	\$ 840.11	\$ 1,161.14	\$ 146.18	\$ 163.79	\$ 2,311.22
2036	\$ 874.17	\$ 1,128.59	\$ 141.98	\$ 167.06	\$ 2,311.79
2037	\$ 911.06	\$ 1,094.71	\$ 137.61	\$ 170.40	\$ 2,313.79
2038	\$ 947.96	\$ 1,059.41	\$ 133.05	\$ 173.81	\$ 2,314.23
2039	\$ 984.86	\$ 1,022.68	\$ 128.32	\$ 177.29	\$ 2,313.13
2040	\$ 1,024.59	\$ 984.51	\$ 123.39	\$ 180.83	\$ 2,313.33
2041	\$ 1,067.16	\$ 944.81	\$ 118.27	\$ 184.45	\$ 2,314.69
2042	\$ 1,109.74	\$ 903.46	\$ 112.93	\$ 188.14	\$ 2,314.26
2043	\$ 1,155.15	\$ 859.07	\$ 107.38	\$ 191.90	\$ 2,313.50
2044	\$ 1,203.40	\$ 812.86	\$ 101.61	\$ 195.74	\$ 2,313.61
2045	\$ 1,254.49	\$ 764.73	\$ 95.59	\$ 199.65	\$ 2,314.45
2046	\$ 1,308.41	\$ 714.55	\$ 89.32	\$ 203.65	\$ 2,315.92
2047	\$ 1,362.34	\$ 662.21	\$ 82.78	\$ 207.72	\$ 2,315.04
2048	\$ 1,421.94	\$ 607.72	\$ 75.96	\$ 211.87	\$ 2,317.49
2049	\$ 1,481.54	\$ 550.84	\$ 68.85	\$ 216.11	\$ 2,317.35
2050	\$ 1,543.98	\$ 491.58	\$ 61.45	\$ 220.43	\$ 2,317.44
2051	\$ 1,609.26	\$ 429.82	\$ 53.73	\$ 224.84	\$ 2,317.65
2052	\$ 1,677.38	\$ 365.45	\$ 45.68	\$ 229.34	\$ 2,317.84
2053	\$ 1,748.33	\$ 298.35	\$ 37.29	\$ 233.93	\$ 2,317.90
2054	\$ 1,824.96	\$ 228.42	\$ 28.55	\$ 238.60	\$ 2,320.54
2055	\$ 1,901.60	\$ 155.42	\$ 19.43	\$ 243.38	\$ 2,319.82
2056	\$ 1,983.90	\$ 79.36	\$ 9.92	\$ 248.24	\$ 2,321.42
Total	\$36,703.63	\$29,811.21	\$3,764.15	\$ 6,074.12	\$ 76,353.11

Notes:

(1)Interest is calculated based on the actual interest rate of the PID Bonds.

(2)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 Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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

SECTION 1 – LOT TYPE 3 PRINCIPAL ASSESSMENT: \$38,089.02

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 ***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 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 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 Due 1/31	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 597.90	\$ 1,471.46	\$ 190.45	\$ 136.70	\$ 2,396.51
2025	\$ 612.63	\$ 1,455.02	\$ 187.46	\$ 139.43	\$ 2,394.54
2026	\$ 630.30	\$ 1,438.17	\$ 184.39	\$ 142.22	\$ 2,395.09
2027	\$ 647.97	\$ 1,420.84	\$ 181.24	\$ 145.07	\$ 2,395.12
2028	\$ 671.54	\$ 1,398.16	\$ 178.00	\$ 147.97	\$ 2,395.66
2029	\$ 698.04	\$ 1,374.66	\$ 174.64	\$ 150.93	\$ 2,398.27
2030	\$ 721.61	\$ 1,350.22	\$ 171.15	\$ 153.94	\$ 2,396.93
2031	\$ 748.11	\$ 1,324.97	\$ 167.55	\$ 157.02	\$ 2,397.65
2032	\$ 774.62	\$ 1,298.78	\$ 163.80	\$ 160.16	\$ 2,397.38
2033	\$ 807.02	\$ 1,268.77	\$ 159.93	\$ 163.37	\$ 2,399.09
2034	\$ 839.42	\$ 1,237.50	\$ 155.90	\$ 166.63	\$ 2,399.45
2035	\$ 871.82	\$ 1,204.97	\$ 151.70	\$ 169.97	\$ 2,398.45
2036	\$ 907.16	\$ 1,171.19	\$ 147.34	\$ 173.37	\$ 2,399.05
2037	\$ 945.45	\$ 1,136.03	\$ 142.80	\$ 176.83	\$ 2,401.12
2038	\$ 983.74	\$ 1,099.40	\$ 138.08	\$ 180.37	\$ 2,401.59
2039	\$ 1,022.03	\$ 1,061.28	\$ 133.16	\$ 183.98	\$ 2,400.44
2040	\$ 1,063.26	\$ 1,021.67	\$ 128.05	\$ 187.66	\$ 2,400.64
2041	\$ 1,107.44	\$ 980.47	\$ 122.73	\$ 191.41	\$ 2,402.06
2042	\$ 1,151.62	\$ 937.56	\$ 117.19	\$ 195.24	\$ 2,401.62
2043	\$ 1,198.75	\$ 891.49	\$ 111.44	\$ 199.14	\$ 2,400.82
2044	\$ 1,248.82	\$ 843.54	\$ 105.44	\$ 203.13	\$ 2,400.93
2045	\$ 1,301.84	\$ 793.59	\$ 99.20	\$ 207.19	\$ 2,401.81
2046	\$ 1,357.80	\$ 741.52	\$ 92.69	\$ 211.33	\$ 2,403.34
2047	\$ 1,413.76	\$ 687.20	\$ 85.90	\$ 215.56	\$ 2,402.42
2048	\$ 1,475.61	\$ 630.65	\$ 78.83	\$ 219.87	\$ 2,404.97
2049	\$ 1,537.46	\$ 571.63	\$ 71.45	\$ 224.27	\$ 2,404.82
2050	\$ 1,602.26	\$ 510.13	\$ 63.77	\$ 228.75	\$ 2,404.91
2051	\$ 1,670.00	\$ 446.04	\$ 55.76	\$ 233.33	\$ 2,405.13
2052	\$ 1,740.69	\$ 379.24	\$ 47.41	\$ 238.00	\$ 2,405.33
2053	\$ 1,814.32	\$ 309.61	\$ 38.70	\$ 242.76	\$ 2,405.39
2054	\$ 1,893.85	\$ 237.04	\$ 29.63	\$ 247.61	\$ 2,408.13
2055	\$ 1,973.37	\$ 161.29	\$ 20.16	\$ 252.56	\$ 2,407.38
2056	\$ 2,058.79	\$ 82.35	\$ 10.29	\$ 257.61	\$ 2,409.05
Total	\$38,089.02	\$30,936.45	\$3,906.23	\$ 6,303.39	\$ 79,235.09

Notes:

(1)Interest is calculated based on the actual interest rate of the PID Bonds.

(2)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 Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE COMMERCIAL -
PARCEL R615406 – 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

LOT TYPE COMMERCIAL - PARCEL R615406 PRINCIPAL ASSESSMENT: \$180,378.49

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 ***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 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 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 COMMERCIAL – PARCEL R615406

Installments Due 1/31	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 2,831.49	\$ 6,968.41	\$ 901.89	\$ 647.37	\$ 11,349.16
2025	\$ 2,901.23	\$ 6,890.55	\$ 887.74	\$ 660.31	\$ 11,339.83
2026	\$ 2,984.92	\$ 6,810.76	\$ 873.23	\$ 673.52	\$ 11,342.43
2027	\$ 3,068.61	\$ 6,728.68	\$ 858.30	\$ 686.99	\$ 11,342.58
2028	\$ 3,180.20	\$ 6,621.28	\$ 842.96	\$ 700.73	\$ 11,345.16
2029	\$ 3,305.73	\$ 6,509.97	\$ 827.06	\$ 714.74	\$ 11,357.50
2030	\$ 3,417.32	\$ 6,394.27	\$ 810.53	\$ 729.04	\$ 11,351.16
2031	\$ 3,542.85	\$ 6,274.66	\$ 793.44	\$ 743.62	\$ 11,354.58
2032	\$ 3,668.38	\$ 6,150.66	\$ 775.73	\$ 758.49	\$ 11,353.27
2033	\$ 3,821.81	\$ 6,008.51	\$ 757.39	\$ 773.66	\$ 11,361.38
2034	\$ 3,975.25	\$ 5,860.42	\$ 738.28	\$ 789.13	\$ 11,363.08
2035	\$ 4,128.68	\$ 5,706.38	\$ 718.40	\$ 804.92	\$ 11,358.37
2036	\$ 4,296.05	\$ 5,546.39	\$ 697.76	\$ 821.02	\$ 11,361.22
2037	\$ 4,477.38	\$ 5,379.92	\$ 676.28	\$ 837.44	\$ 11,371.02
2038	\$ 4,658.71	\$ 5,206.42	\$ 653.89	\$ 854.18	\$ 11,373.21
2039	\$ 4,840.04	\$ 5,025.90	\$ 630.60	\$ 871.27	\$ 11,367.80
2040	\$ 5,035.31	\$ 4,838.34	\$ 606.40	\$ 888.69	\$ 11,368.75
2041	\$ 5,244.53	\$ 4,643.23	\$ 581.22	\$ 906.47	\$ 11,375.45
2042	\$ 5,453.76	\$ 4,440.00	\$ 555.00	\$ 924.60	\$ 11,373.35
2043	\$ 5,676.93	\$ 4,221.85	\$ 527.73	\$ 943.09	\$ 11,369.60
2044	\$ 5,914.05	\$ 3,994.77	\$ 499.35	\$ 961.95	\$ 11,370.12
2045	\$ 6,165.12	\$ 3,758.21	\$ 469.78	\$ 981.19	\$ 11,374.29
2046	\$ 6,430.13	\$ 3,511.61	\$ 438.95	\$ 1,000.81	\$ 11,381.50
2047	\$ 6,695.15	\$ 3,254.40	\$ 406.80	\$ 1,020.83	\$ 11,377.18
2048	\$ 6,988.06	\$ 2,986.59	\$ 373.32	\$ 1,041.25	\$ 11,389.23
2049	\$ 7,280.98	\$ 2,707.07	\$ 338.38	\$ 1,062.07	\$ 11,388.50
2050	\$ 7,587.84	\$ 2,415.83	\$ 301.98	\$ 1,083.31	\$ 11,388.96
2051	\$ 7,908.65	\$ 2,112.32	\$ 264.04	\$ 1,104.98	\$ 11,389.98
2052	\$ 8,243.40	\$ 1,795.97	\$ 224.50	\$ 1,127.08	\$ 11,390.95
2053	\$ 8,592.11	\$ 1,466.24	\$ 183.28	\$ 1,149.62	\$ 11,391.25
2054	\$ 8,968.71	\$ 1,122.55	\$ 140.32	\$ 1,172.61	\$ 11,404.20
2055	\$ 9,345.31	\$ 763.81	\$ 95.48	\$ 1,196.06	\$ 11,400.66
2056	\$ 9,749.81	\$ 389.99	\$ 48.75	\$ 1,219.99	\$ 11,408.54
Total	\$180,378.49	\$146,505.97	\$18,498.77	\$ 29,851.03	\$375,234.26

Notes:

- (1) Interest is calculated based on the actual interest rate of the PID Bonds.
- (2) 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.

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE COMMERCIAL –
PARCEL R615407 – 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

LOT TYPE COMMERCIAL - PARCEL R615407 PRINCIPAL ASSESSMENT: \$165,970.38

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 ***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 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 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

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§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]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 COMMERCIAL – PARCEL R615407

Installments Due 1/31	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 2,605.32	\$ 6,411.80	\$ 829.85	\$ 595.66	\$ 10,442.62
2025	\$ 2,669.49	\$ 6,340.15	\$ 816.83	\$ 607.57	\$ 10,434.03
2026	\$ 2,746.49	\$ 6,266.74	\$ 803.48	\$ 619.72	\$ 10,436.43
2027	\$ 2,823.50	\$ 6,191.21	\$ 789.75	\$ 632.11	\$ 10,436.57
2028	\$ 2,926.17	\$ 6,092.39	\$ 775.63	\$ 644.76	\$ 10,438.94
2029	\$ 3,041.68	\$ 5,989.97	\$ 761.00	\$ 657.65	\$ 10,450.30
2030	\$ 3,144.35	\$ 5,883.51	\$ 745.79	\$ 670.80	\$ 10,444.46
2031	\$ 3,259.86	\$ 5,773.46	\$ 730.07	\$ 684.22	\$ 10,447.61
2032	\$ 3,375.36	\$ 5,659.37	\$ 713.77	\$ 697.91	\$ 10,446.40
2033	\$ 3,516.54	\$ 5,528.57	\$ 696.89	\$ 711.86	\$ 10,453.86
2034	\$ 3,657.71	\$ 5,392.30	\$ 679.31	\$ 726.10	\$ 10,455.43
2035	\$ 3,798.89	\$ 5,250.57	\$ 661.02	\$ 740.62	\$ 10,451.10
2036	\$ 3,952.90	\$ 5,103.36	\$ 642.03	\$ 755.44	\$ 10,453.72
2037	\$ 4,119.74	\$ 4,950.19	\$ 622.26	\$ 770.54	\$ 10,462.73
2038	\$ 4,286.58	\$ 4,790.55	\$ 601.66	\$ 785.95	\$ 10,464.75
2039	\$ 4,453.43	\$ 4,624.44	\$ 580.23	\$ 801.67	\$ 10,459.77
2040	\$ 4,633.10	\$ 4,451.87	\$ 557.96	\$ 817.71	\$ 10,460.64
2041	\$ 4,825.62	\$ 4,272.34	\$ 534.80	\$ 834.06	\$ 10,466.81
2042	\$ 5,018.13	\$ 4,085.35	\$ 510.67	\$ 850.74	\$ 10,464.88
2043	\$ 5,223.47	\$ 3,884.62	\$ 485.58	\$ 867.76	\$ 10,461.43
2044	\$ 5,441.65	\$ 3,675.68	\$ 459.46	\$ 885.11	\$ 10,461.91
2045	\$ 5,672.67	\$ 3,458.02	\$ 432.25	\$ 902.82	\$ 10,465.75
2046	\$ 5,916.51	\$ 3,231.11	\$ 403.89	\$ 920.87	\$ 10,472.38
2047	\$ 6,160.36	\$ 2,994.45	\$ 374.31	\$ 939.29	\$ 10,468.40
2048	\$ 6,429.88	\$ 2,748.03	\$ 343.50	\$ 958.07	\$ 10,479.49
2049	\$ 6,699.39	\$ 2,490.84	\$ 311.35	\$ 977.24	\$ 10,478.82
2050	\$ 6,981.74	\$ 2,222.86	\$ 277.86	\$ 996.78	\$ 10,479.24
2051	\$ 7,276.93	\$ 1,943.59	\$ 242.95	\$ 1,016.72	\$ 10,480.19
2052	\$ 7,584.94	\$ 1,652.52	\$ 206.56	\$ 1,037.05	\$ 10,481.08
2053	\$ 7,905.80	\$ 1,349.12	\$ 168.64	\$ 1,057.79	\$ 10,481.35
2054	\$ 8,252.32	\$ 1,032.89	\$ 129.11	\$ 1,078.95	\$ 10,493.26
2055	\$ 8,598.84	\$ 702.79	\$ 87.85	\$ 1,100.53	\$ 10,490.01
2056	\$ 8,971.03	\$ 358.84	\$ 44.86	\$ 1,122.54	\$ 10,497.26
Total	\$165,970.38	\$134,803.50	\$ 17,021.14	\$ 27,466.61	\$345,261.63

Notes:

(1)Interest is calculated based on the actual interest rate of the PID Bonds.

(2)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.

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE MULTI-FAMILY –
PARCEL 600646 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

**LOT TYPE MULTI-FAMILY - PARCEL R600646 PRINCIPAL ASSESSMENT:
\$1,047,705.34**

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 ***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 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 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 MULTI-FAMILY – PARCEL R600646

Installments Due 1/31	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 16,446.35	\$ 40,475.13	\$ 5,238.53	\$ 3,760.14	\$ 65,920.15
2025	\$ 16,851.43	\$ 40,022.86	\$ 5,156.29	\$ 3,835.34	\$ 65,865.93
2026	\$ 17,337.53	\$ 39,559.44	\$ 5,072.04	\$ 3,912.05	\$ 65,881.06
2027	\$ 17,823.63	\$ 39,082.66	\$ 4,985.35	\$ 3,990.29	\$ 65,881.93
2028	\$ 18,471.76	\$ 38,458.84	\$ 4,896.23	\$ 4,070.09	\$ 65,896.92
2029	\$ 19,200.91	\$ 37,812.32	\$ 4,803.87	\$ 4,151.50	\$ 65,968.60
2030	\$ 19,849.04	\$ 37,140.29	\$ 4,707.87	\$ 4,234.53	\$ 65,931.73
2031	\$ 20,578.19	\$ 36,445.58	\$ 4,608.62	\$ 4,319.22	\$ 65,951.61
2032	\$ 21,307.34	\$ 35,725.34	\$ 4,505.73	\$ 4,405.60	\$ 65,944.01
2033	\$ 22,198.52	\$ 34,899.68	\$ 4,399.20	\$ 4,493.71	\$ 65,991.11
2034	\$ 23,089.70	\$ 34,039.49	\$ 4,288.20	\$ 4,583.59	\$ 66,000.98
2035	\$ 23,980.88	\$ 33,144.76	\$ 4,172.75	\$ 4,675.26	\$ 65,973.66
2036	\$ 24,953.08	\$ 32,215.50	\$ 4,052.85	\$ 4,768.76	\$ 65,990.20
2037	\$ 26,006.30	\$ 31,248.57	\$ 3,928.08	\$ 4,864.14	\$ 66,047.09
2038	\$ 27,059.51	\$ 30,240.83	\$ 3,798.05	\$ 4,961.42	\$ 66,059.81
2039	\$ 28,112.72	\$ 29,192.27	\$ 3,662.76	\$ 5,060.65	\$ 66,028.40
2040	\$ 29,246.96	\$ 28,102.90	\$ 3,522.19	\$ 5,161.86	\$ 66,033.91
2041	\$ 30,462.20	\$ 26,969.58	\$ 3,375.96	\$ 5,265.10	\$ 66,072.84
2042	\$ 31,677.45	\$ 25,789.17	\$ 3,223.65	\$ 5,370.40	\$ 66,060.67
2043	\$ 32,973.71	\$ 24,522.07	\$ 3,065.26	\$ 5,477.81	\$ 66,038.86
2044	\$ 34,350.99	\$ 23,203.12	\$ 2,900.39	\$ 5,587.37	\$ 66,041.88
2045	\$ 35,809.29	\$ 21,829.08	\$ 2,728.64	\$ 5,699.11	\$ 66,066.13
2046	\$ 37,348.61	\$ 20,396.71	\$ 2,549.59	\$ 5,813.10	\$ 66,108.00
2047	\$ 38,887.92	\$ 18,902.77	\$ 2,362.85	\$ 5,929.36	\$ 66,082.89
2048	\$ 40,589.26	\$ 17,347.25	\$ 2,168.41	\$ 6,047.95	\$ 66,152.87
2049	\$ 42,290.61	\$ 15,723.68	\$ 1,965.46	\$ 6,168.90	\$ 66,148.66
2050	\$ 44,072.97	\$ 14,032.06	\$ 1,754.01	\$ 6,292.28	\$ 66,151.32
2051	\$ 45,936.35	\$ 12,269.14	\$ 1,533.64	\$ 6,418.13	\$ 66,157.26
2052	\$ 47,880.75	\$ 10,431.68	\$ 1,303.96	\$ 6,546.49	\$ 66,162.89
2053	\$ 49,906.16	\$ 8,516.45	\$ 1,064.56	\$ 6,677.42	\$ 66,164.59
2054	\$ 52,093.61	\$ 6,520.21	\$ 815.03	\$ 6,810.97	\$ 66,239.81
2055	\$ 54,281.05	\$ 4,436.46	\$ 554.56	\$ 6,947.19	\$ 66,219.26
2056	\$ 56,630.53	\$ 2,265.22	\$ 283.15	\$ 7,086.13	\$ 66,265.04
Total	\$ 1,047,705.34	\$850,961.14	\$107,447.72	\$ 173,385.85	\$ 2,179,500.06

Notes:

(1)Interest is calculated based on the actual interest rate of the PID Bonds.

(2)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.

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE MULTI-FAMILY –
PARCEL R602085 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

MULTI-FAMILY PARCEL R602085 PRINCIPAL ASSESSMENT: \$3,017,391.38

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 ***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 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 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 MULTI-FAMILY - PARCEL 602085

Installments Due 1/31	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Total Annual Installment ²
2024	\$ 47,365.48	\$ 116,568.39	\$ 15,086.96	\$ 10,829.20	\$ 189,850.02
2025	\$ 48,532.12	\$ 115,265.83	\$ 14,850.13	\$ 11,045.78	\$ 189,693.87
2026	\$ 49,932.09	\$ 113,931.20	\$ 14,607.47	\$ 11,266.70	\$ 189,737.45
2027	\$ 51,332.05	\$ 112,558.07	\$ 14,357.81	\$ 11,492.03	\$ 189,739.96
2028	\$ 53,198.67	\$ 110,761.45	\$ 14,101.15	\$ 11,721.87	\$ 189,783.14
2029	\$ 55,298.62	\$ 108,899.49	\$ 13,835.15	\$ 11,956.31	\$ 189,989.58
2030	\$ 57,165.24	\$ 106,964.04	\$ 13,558.66	\$ 12,195.43	\$ 189,883.38
2031	\$ 59,265.19	\$ 104,963.26	\$ 13,272.84	\$ 12,439.34	\$ 189,940.62
2032	\$ 61,365.14	\$ 102,888.98	\$ 12,976.51	\$ 12,688.13	\$ 189,918.75
2033	\$ 63,931.74	\$ 100,511.08	\$ 12,669.68	\$ 12,941.89	\$ 190,054.39
2034	\$ 66,498.34	\$ 98,033.72	\$ 12,350.03	\$ 13,200.73	\$ 190,082.82
2035	\$ 69,064.94	\$ 95,456.91	\$ 12,017.53	\$ 13,464.74	\$ 190,004.13
2036	\$ 71,864.87	\$ 92,780.65	\$ 11,672.21	\$ 13,734.04	\$ 190,051.77
2037	\$ 74,898.13	\$ 89,995.88	\$ 11,312.88	\$ 14,008.72	\$ 190,215.62
2038	\$ 77,931.39	\$ 87,093.58	\$ 10,938.39	\$ 14,288.89	\$ 190,252.25
2039	\$ 80,964.65	\$ 84,073.74	\$ 10,548.74	\$ 14,574.67	\$ 190,161.79
2040	\$ 84,231.23	\$ 80,936.36	\$ 10,143.91	\$ 14,866.17	\$ 190,177.67
2041	\$ 87,731.14	\$ 77,672.40	\$ 9,722.76	\$ 15,163.49	\$ 190,289.79
2042	\$ 91,231.06	\$ 74,272.81	\$ 9,284.10	\$ 15,466.76	\$ 190,254.73
2043	\$ 94,964.30	\$ 70,623.57	\$ 8,827.95	\$ 15,776.09	\$ 190,191.91
2044	\$ 98,930.86	\$ 66,825.00	\$ 8,353.12	\$ 16,091.62	\$ 190,200.61
2045	\$ 103,130.76	\$ 62,867.76	\$ 7,858.47	\$ 16,413.45	\$ 190,270.44
2046	\$ 107,563.98	\$ 58,742.53	\$ 7,342.82	\$ 16,741.72	\$ 190,391.05
2047	\$ 111,997.21	\$ 54,439.97	\$ 6,805.00	\$ 17,076.55	\$ 190,318.73
2048	\$ 116,897.08	\$ 49,960.09	\$ 6,245.01	\$ 17,418.08	\$ 190,520.26
2049	\$ 121,796.96	\$ 45,284.20	\$ 5,660.53	\$ 17,766.44	\$ 190,508.13
2050	\$ 126,930.17	\$ 40,412.32	\$ 5,051.54	\$ 18,121.77	\$ 190,515.81
2051	\$ 132,296.70	\$ 35,335.12	\$ 4,416.89	\$ 18,484.21	\$ 190,532.92
2052	\$ 137,896.56	\$ 30,043.25	\$ 3,755.41	\$ 18,853.89	\$ 190,549.11
2053	\$ 143,729.75	\$ 24,527.39	\$ 3,065.92	\$ 19,230.97	\$ 190,554.03
2054	\$ 150,029.59	\$ 18,778.20	\$ 2,347.27	\$ 19,615.59	\$ 190,770.65
2055	\$ 156,329.43	\$ 12,777.01	\$ 1,597.13	\$ 20,007.90	\$ 190,711.48
2056	\$ 163,095.93	\$ 6,523.84	\$ 815.48	\$ 20,408.06	\$ 190,843.31
Total	\$3,017,391.38	\$2,450,768.09	\$309,449.45	\$ 499,351.25	\$ 6,276,960.16

Notes:

(1)Interest is calculated based on the actual interest rate of the PID Bonds.

(2)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

13.7.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2023-041 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Cottonwood Creek Public Improvement District (Anne LaMere)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Finance /

Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

Pursuant to Texas Local Government Code Chapter 372, the PID Act, the annual service plan must be reviewed and updated annually. This document is the Annual Service Plan Update including updated assessment rolls for the Cottonwood Creek Public Improvement District.

Second reading can be waived pursuant to Hutto Charter Section 3.13 because an assessment is not a tax. The assessment against the property owners within the PID is for the specific types of improvements within the SAP, which are financed by the assessment.

SUMMARY OF REQUEST:

Approval of Ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No fiscal impact to the City from the revised Service and Assessment Plan. The numbers in the revised plan will be used in the budget process to record the expected transactions for which the City serves as a fiduciary.

ATTACHMENTS:

1. Cottonwood_Creek_PID
2. Hutto Cottonwood Creek_2023 SAP Update_Ordinance_Final

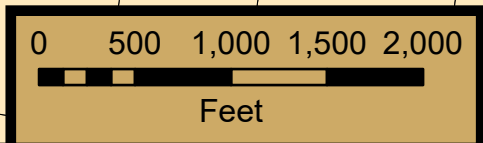
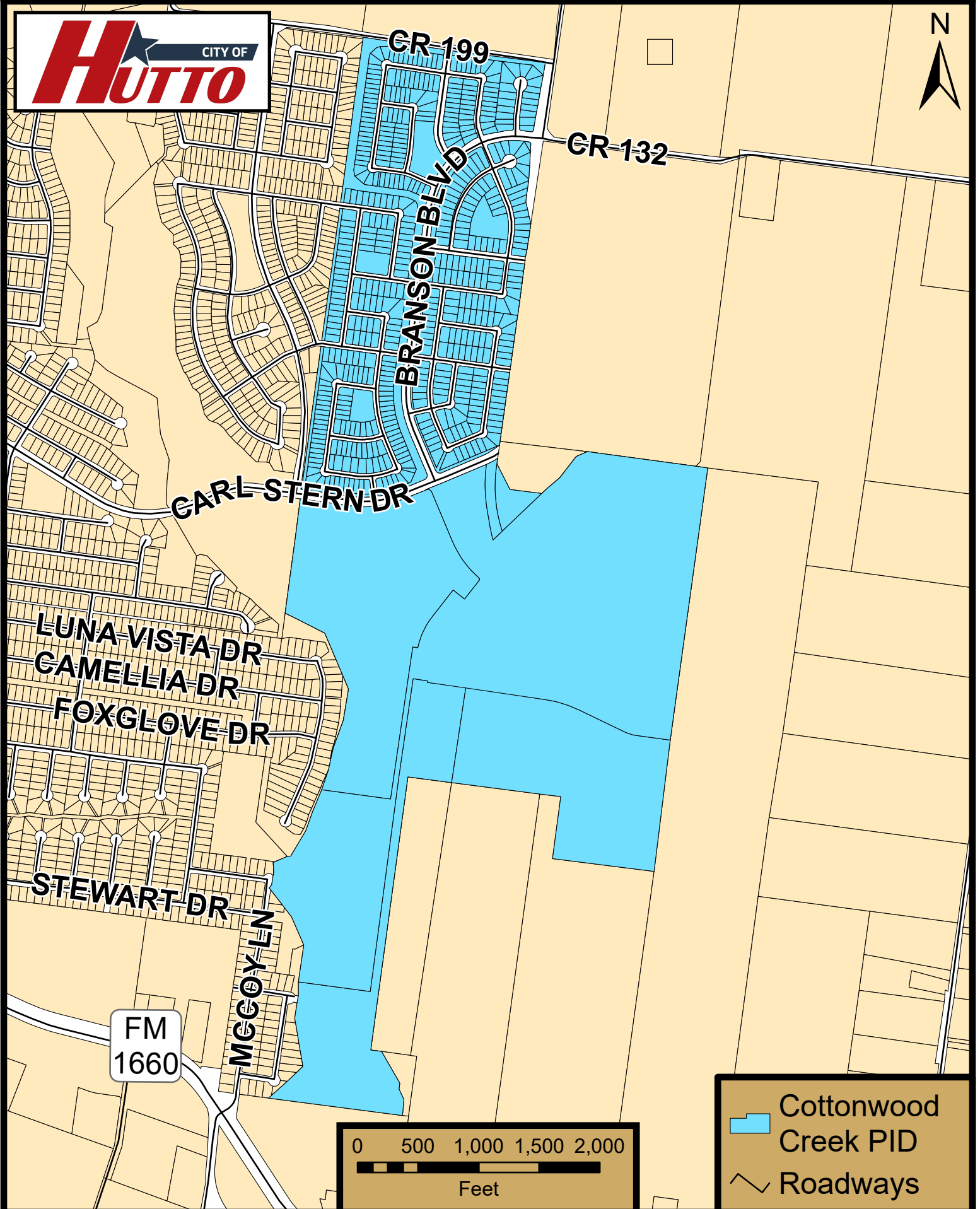
AGENDA ITEM REPORT

13.7.



3. 2023-07-12_HUT_Cottonwood Creek_2023SAPUpdate_Final

Cottonwood Creek PID



 Cottonwood Creek PID

 Roadways

ORDINANCE NO. O-2023-041

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

WHEREAS, on March 18, 2021, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and on April 1, 2021 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cottonwood Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on June 3, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on June 3, 2021, the City Council adopted Ordinance No. O-2021-032 accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Assessment and the payment of the Assessment; providing penalties and interest on delinquent Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan Update"); and

WHEREAS, on August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance 2022-039, which updated the Assessment Roll for 2022.

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023, in the form attached hereto

as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "Cottonwood Creek Public Improvement District 2023 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2023, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2023.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Effective Date.

This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 10. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 20th day of July 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 20th day of July 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A

Cottonwood Creek Public Improvement District 2023 Annual Service Plan Update



COTTONWOOD CREEK
PUBLIC IMPROVEMENT DISTRICT
CITY OF HUTTO
2023 ANNUAL SERVICE PLAN UPDATE

July 20, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the 2021 Amended and Restated Service and Assessment Plan (the “2021 SAP”).

The District was created pursuant to the PID Act, by Resolution No. R-2021-029 on April 1, 2021 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 3, 2021, the City Council approved the Service and Assessment Plan for District by adopting Ordinance No. O-2021-032 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On October 21, 2021, the City Council approved the 2021 SAP by adopting Ordinance No. 2022-039, which served to amend and restate the Service and Assessment Plan in its entirety for the purposes of (1) the issuance of Improvement Area #1 Bonds and (2) approved the Improvement Area #1 Assessment Roll.

On August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 2022-039, which updated the Assessment Roll for 2022.

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2021 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat of Cottonwood Phase 1, was filed and recorded with the County on October 28, 2020, and consists of 160 residential Lots and 7 Lots of Non-Benefited Property.
- The final plat of Cottonwood Phase 3, attached hereto as **Exhibit C-1**, was filed and recorded with the County on June 29, 2021, and consists of 138 residential Lots and 7 Lots of Non-Benefited Property.
- The final plat of Cottonwood Phase 2, attached hereto as **Exhibit C-2**, was filed and recorded with the County on March 31, 2022, and consists of 101 residential Lots and 4 Lots of Non-Benefited Property.
- The final plat of Cottonwood Phase 4, attached hereto as **Exhibit C-3**, was filed and recorded with the County on November 22, 2022, and consists of 147 residential Lots and 4 Lots of Non-Benefited Property.

LOT AND HOME SALES

Improvement Area #1

Improvement Area #1 consists of 546 Lots, further designated as 233 Lot Type 1 Lots, 305 Lot Type 2 Lots, 4 Lot Type 3 Lots and 4 Lot Type Duplex Lots. Per the Quarterly Report dated March 31, 2023, a total of 546 Lots have been constructed and 328 homes have been sold to end-users. All homes in the Improvement Area #1 are expected to be completed by the 3rd quarter of 2023.

See **Exhibit E** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The Developer has completed the Authorized Improvements listed in the 2021 SAP and they were dedicated to the City on November 22, 2022.

OUTSTANDING ASSESSMENT

Improvement Area #1

The Improvement Area #1 has an outstanding Assessment of \$9,738,000¹.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest²** - The total principal and interest required for the Annual Installment for Improvement Area #1 is \$564,210.00.
- **Additional Interest** - The total Prepayment and Delinquency Reserve Requirement, as defined in the Indenture, is equal to \$413,865.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$48,690.00.
- **Annual Collection Costs** - The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$42,758.00.

Annual Collection Costs	
Administration	\$ 31,212.00
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	546.00
PID Trustee Fees	5,500.00
Dev/Issuer CDA Review	1,000.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 42,758.00

Due January 31, 2024	
Principal	\$ 211,000.00
Interest	353,210.00
Annual Collection Costs	42,758.00
Additional Interest	48,690.00
Total Annual Installment	\$ 655,658.00

See **Exhibit B** for the debt service schedule for the Improvement Area #1 Bonds as shown in the official statement.

¹ Net of \$206,000.00 Improvement Area #1 Bonds principal payment due September 1, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

² The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by January 31, 2024.

PREPAYMENT OF ASSESSMENTS IN FULL

No full prepayments have occurred within Improvement Area #1.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments have occurred within Improvement Area #1.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No Extraordinary Optional Redemptions have occurred within Improvement Area #1.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized 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.

Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 211,000.00	\$ 217,000.00	\$ 222,000.00	\$ 228,000.00	\$ 236,000.00
Interest		353,210.00	347,935.00	342,510.00	336,960.00	329,835.00
	(1)	\$ 564,210.00	\$ 564,935.00	\$ 564,510.00	\$ 564,960.00	\$ 565,835.00
Annual Collection Costs	(2)	\$ 42,758.00	\$ 43,613.16	\$ 44,485.42	\$ 45,375.13	\$ 46,282.63
Additional Interest	(3)	\$ 48,690.00	\$ 47,635.00	\$ 46,550.00	\$ 45,440.00	\$ 44,300.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 655,658.00	\$ 656,183.16	\$ 655,545.42	\$ 655,775.13	\$ 656,417.63

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, 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 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R601361	Non-Benefited Property	\$ -	\$ -
R601387	Non-Benefited Property	\$ -	\$ -
R602994	Non-Benefited Property	\$ -	\$ -
R602995	1	\$ 15,308.58	\$ 1,030.72
R602996	1	\$ 15,308.58	\$ 1,030.72
R602997	1	\$ 15,308.58	\$ 1,030.72
R602998	1	\$ 15,308.58	\$ 1,030.72
R602999	1	\$ 15,308.58	\$ 1,030.72
R603000	1	\$ 15,308.58	\$ 1,030.72
R603001	1	\$ 15,308.58	\$ 1,030.72
R603002	1	\$ 15,308.58	\$ 1,030.72
R603003	1	\$ 15,308.58	\$ 1,030.72
R603004	1	\$ 15,308.58	\$ 1,030.72
R603005	1	\$ 15,308.58	\$ 1,030.72
R603006	1	\$ 15,308.58	\$ 1,030.72
R603007	1	\$ 15,308.58	\$ 1,030.72
R603008	1	\$ 15,308.58	\$ 1,030.72
R603009	1	\$ 15,308.58	\$ 1,030.72
R603010	1	\$ 15,308.58	\$ 1,030.72
R603011	1	\$ 15,308.58	\$ 1,030.72
R603012	1	\$ 15,308.58	\$ 1,030.72
R603013	1	\$ 15,308.58	\$ 1,030.72
R603014	1	\$ 15,308.58	\$ 1,030.72
R603015	1	\$ 15,308.58	\$ 1,030.72
R603016	2	\$ 19,557.94	\$ 1,316.83
R603017	2	\$ 19,557.94	\$ 1,316.83
R603018	Duplex	\$ 27,239.47	\$ 1,834.03
R603019	Duplex	\$ 27,239.47	\$ 1,834.03
R603020	3	\$ 24,243.12	\$ 1,632.29
R603021	3	\$ 24,243.12	\$ 1,632.29
R603022	2	\$ 19,557.94	\$ 1,316.83
R603023	2	\$ 19,557.94	\$ 1,316.83
R603024	2	\$ 19,557.94	\$ 1,316.83
R603025	2	\$ 19,557.94	\$ 1,316.83
R603026	2	\$ 19,557.94	\$ 1,316.83
R603027	2	\$ 19,557.94	\$ 1,316.83
R603028	2	\$ 19,557.94	\$ 1,316.83
R603029	2	\$ 19,557.94	\$ 1,316.83
R603030	2	\$ 19,557.94	\$ 1,316.83
R603031	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R603032	Non-Benefited Property	\$ -	\$ -
R603033	Non-Benefited Property	\$ -	\$ -
R603034	1	\$ 15,308.58	\$ 1,030.72
R603035	1	\$ 15,308.58	\$ 1,030.72
R603036	1	\$ 15,308.58	\$ 1,030.72
R603037	1	\$ 15,308.58	\$ 1,030.72
R603038	1	\$ 15,308.58	\$ 1,030.72
R603039	1	\$ 15,308.58	\$ 1,030.72
R603040	1	\$ 15,308.58	\$ 1,030.72
R603041	1	\$ 15,308.58	\$ 1,030.72
R603042	1	\$ 15,308.58	\$ 1,030.72
R603043	1	\$ 15,308.58	\$ 1,030.72
R603044	1	\$ 15,308.58	\$ 1,030.72
R603045	1	\$ 15,308.58	\$ 1,030.72
R603046	1	\$ 15,308.58	\$ 1,030.72
R603047	1	\$ 15,308.58	\$ 1,030.72
R603048	1	\$ 15,308.58	\$ 1,030.72
R603049	1	\$ 15,308.58	\$ 1,030.72
R603050	1	\$ 15,308.58	\$ 1,030.72
R603051	1	\$ 15,308.58	\$ 1,030.72
R603052	1	\$ 15,308.58	\$ 1,030.72
R603053	1	\$ 15,308.58	\$ 1,030.72
R603054	1	\$ 15,308.58	\$ 1,030.72
R603055	1	\$ 15,308.58	\$ 1,030.72
R603056	1	\$ 15,308.58	\$ 1,030.72
R603057	1	\$ 15,308.58	\$ 1,030.72
R603058	1	\$ 15,308.58	\$ 1,030.72
R603059	1	\$ 15,308.58	\$ 1,030.72
R603060	Non-Benefited Property	\$ -	\$ -
R603061	2	\$ 19,557.94	\$ 1,316.83
R603062	2	\$ 19,557.94	\$ 1,316.83
R603063	2	\$ 19,557.94	\$ 1,316.83
R603064	2	\$ 19,557.94	\$ 1,316.83
R603065	2	\$ 19,557.94	\$ 1,316.83
R603066	2	\$ 19,557.94	\$ 1,316.83
R603067	2	\$ 19,557.94	\$ 1,316.83
R603068	2	\$ 19,557.94	\$ 1,316.83
R603069	2	\$ 19,557.94	\$ 1,316.83
R603070	2	\$ 19,557.94	\$ 1,316.83
R603071	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R603072	2	\$ 19,557.94	\$ 1,316.83
R603073	2	\$ 19,557.94	\$ 1,316.83
R603074	2	\$ 19,557.94	\$ 1,316.83
R603075	2	\$ 19,557.94	\$ 1,316.83
R603076	2	\$ 19,557.94	\$ 1,316.83
R603077	2	\$ 19,557.94	\$ 1,316.83
R603078	2	\$ 19,557.94	\$ 1,316.83
R603079	2	\$ 19,557.94	\$ 1,316.83
R603080	2	\$ 19,557.94	\$ 1,316.83
R603081	Non-Benefited Property	\$ -	\$ -
R603082	2	\$ 19,557.94	\$ 1,316.83
R603083	2	\$ 19,557.94	\$ 1,316.83
R603084	2	\$ 19,557.94	\$ 1,316.83
R603085	2	\$ 19,557.94	\$ 1,316.83
R603086	2	\$ 19,557.94	\$ 1,316.83
R603087	2	\$ 19,557.94	\$ 1,316.83
R603088	2	\$ 19,557.94	\$ 1,316.83
R603089	2	\$ 19,557.94	\$ 1,316.83
R603090	2	\$ 19,557.94	\$ 1,316.83
R603091	2	\$ 19,557.94	\$ 1,316.83
R603092	2	\$ 19,557.94	\$ 1,316.83
R603093	2	\$ 19,557.94	\$ 1,316.83
R603094	2	\$ 19,557.94	\$ 1,316.83
R603095	2	\$ 19,557.94	\$ 1,316.83
R603096	2	\$ 19,557.94	\$ 1,316.83
R603097	2	\$ 19,557.94	\$ 1,316.83
R603098	Non-Benefited Property	\$ -	\$ -
R603099	2	\$ 19,557.94	\$ 1,316.83
R603100	2	\$ 19,557.94	\$ 1,316.83
R603101	2	\$ 19,557.94	\$ 1,316.83
R603102	2	\$ 19,557.94	\$ 1,316.83
R603103	2	\$ 19,557.94	\$ 1,316.83
R603104	2	\$ 19,557.94	\$ 1,316.83
R603105	2	\$ 19,557.94	\$ 1,316.83
R603106	2	\$ 19,557.94	\$ 1,316.83
R603107	2	\$ 19,557.94	\$ 1,316.83
R603108	2	\$ 19,557.94	\$ 1,316.83
R603109	2	\$ 19,557.94	\$ 1,316.83
R603110	2	\$ 19,557.94	\$ 1,316.83
R603111	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R603112	2	\$ 19,557.94	\$ 1,316.83
R603113	2	\$ 19,557.94	\$ 1,316.83
R603114	2	\$ 19,557.94	\$ 1,316.83
R603115	2	\$ 19,557.94	\$ 1,316.83
R603116	2	\$ 19,557.94	\$ 1,316.83
R603117	2	\$ 19,557.94	\$ 1,316.83
R603118	2	\$ 19,557.94	\$ 1,316.83
R603119	2	\$ 19,557.94	\$ 1,316.83
R603120	2	\$ 19,557.94	\$ 1,316.83
R603121	Non-Benefited Property	\$ -	\$ -
R603122	2	\$ 19,557.94	\$ 1,316.83
R603123	2	\$ 19,557.94	\$ 1,316.83
R603124	2	\$ 19,557.94	\$ 1,316.83
R603125	2	\$ 19,557.94	\$ 1,316.83
R603126	2	\$ 19,557.94	\$ 1,316.83
R603127	2	\$ 19,557.94	\$ 1,316.83
R603128	2	\$ 19,557.94	\$ 1,316.83
R603129	2	\$ 19,557.94	\$ 1,316.83
R603130	2	\$ 19,557.94	\$ 1,316.83
R603131	2	\$ 19,557.94	\$ 1,316.83
R603132	2	\$ 19,557.94	\$ 1,316.83
R603133	2	\$ 19,557.94	\$ 1,316.83
R603134	2	\$ 19,557.94	\$ 1,316.83
R603135	2	\$ 19,557.94	\$ 1,316.83
R603136	2	\$ 19,557.94	\$ 1,316.83
R603137	2	\$ 19,557.94	\$ 1,316.83
R603138	2	\$ 19,557.94	\$ 1,316.83
R603139	2	\$ 19,557.94	\$ 1,316.83
R603140	2	\$ 19,557.94	\$ 1,316.83
R603141	2	\$ 19,557.94	\$ 1,316.83
R603142	2	\$ 19,557.94	\$ 1,316.83
R603143	2	\$ 19,557.94	\$ 1,316.83
R603144	2	\$ 19,557.94	\$ 1,316.83
R603145	2	\$ 19,557.94	\$ 1,316.83
R603146	2	\$ 19,557.94	\$ 1,316.83
R603147	2	\$ 19,557.94	\$ 1,316.83
R603148	2	\$ 19,557.94	\$ 1,316.83
R603149	2	\$ 19,557.94	\$ 1,316.83
R603150	2	\$ 19,557.94	\$ 1,316.83
R603151	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R603152	2	\$ 19,557.94	\$ 1,316.83
R603153	2	\$ 19,557.94	\$ 1,316.83
R603154	2	\$ 19,557.94	\$ 1,316.83
R603155	2	\$ 19,557.94	\$ 1,316.83
R603156	2	\$ 19,557.94	\$ 1,316.83
R603157	2	\$ 19,557.94	\$ 1,316.83
R603158	2	\$ 19,557.94	\$ 1,316.83
R603159	2	\$ 19,557.94	\$ 1,316.83
R603160	2	\$ 19,557.94	\$ 1,316.83
R612325	Non-Benefited Property	\$ -	\$ -
R612328	Non-Benefited Property	\$ -	\$ -
R612329	2	\$ 19,557.94	\$ 1,316.83
R612330	2	\$ 19,557.94	\$ 1,316.83
R612331	2	\$ 19,557.94	\$ 1,316.83
R612332	2	\$ 19,557.94	\$ 1,316.83
R612333	2	\$ 19,557.94	\$ 1,316.83
R612334	2	\$ 19,557.94	\$ 1,316.83
R612335	2	\$ 19,557.94	\$ 1,316.83
R612336	2	\$ 19,557.94	\$ 1,316.83
R612337	2	\$ 19,557.94	\$ 1,316.83
R612338	2	\$ 19,557.94	\$ 1,316.83
R612339	2	\$ 19,557.94	\$ 1,316.83
R612340	2	\$ 19,557.94	\$ 1,316.83
R612341	Non-Benefited Property	\$ -	\$ -
R612342	2	\$ 19,557.94	\$ 1,316.83
R612343	2	\$ 19,557.94	\$ 1,316.83
R612344	2	\$ 19,557.94	\$ 1,316.83
R612345	2	\$ 19,557.94	\$ 1,316.83
R612346	2	\$ 19,557.94	\$ 1,316.83
R612347	2	\$ 19,557.94	\$ 1,316.83
R612348	2	\$ 19,557.94	\$ 1,316.83
R612349	2	\$ 19,557.94	\$ 1,316.83
R612350	2	\$ 19,557.94	\$ 1,316.83
R612351	2	\$ 19,557.94	\$ 1,316.83
R612352	2	\$ 19,557.94	\$ 1,316.83
R612353	2	\$ 19,557.94	\$ 1,316.83
R612354	2	\$ 19,557.94	\$ 1,316.83
R612355	2	\$ 19,557.94	\$ 1,316.83
R612356	2	\$ 19,557.94	\$ 1,316.83
R612357	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R612358	2	\$ 19,557.94	\$ 1,316.83
R612359	2	\$ 19,557.94	\$ 1,316.83
R612360	Non-Benefited Property	\$ -	\$ -
R612361	2	\$ 19,557.94	\$ 1,316.83
R612362	2	\$ 19,557.94	\$ 1,316.83
R612363	2	\$ 19,557.94	\$ 1,316.83
R612364	2	\$ 19,557.94	\$ 1,316.83
R612365	2	\$ 19,557.94	\$ 1,316.83
R612366	2	\$ 19,557.94	\$ 1,316.83
R612367	2	\$ 19,557.94	\$ 1,316.83
R612368	2	\$ 19,557.94	\$ 1,316.83
R612369	1	\$ 15,308.58	\$ 1,030.72
R612370	1	\$ 15,308.58	\$ 1,030.72
R612371	1	\$ 15,308.58	\$ 1,030.72
R612372	1	\$ 15,308.58	\$ 1,030.72
R612373	1	\$ 15,308.58	\$ 1,030.72
R612374	1	\$ 15,308.58	\$ 1,030.72
R612375	1	\$ 15,308.58	\$ 1,030.72
R612376	1	\$ 15,308.58	\$ 1,030.72
R612377	1	\$ 15,308.58	\$ 1,030.72
R612378	1	\$ 15,308.58	\$ 1,030.72
R612379	1	\$ 15,308.58	\$ 1,030.72
R612380	1	\$ 15,308.58	\$ 1,030.72
R612381	1	\$ 15,308.58	\$ 1,030.72
R612382	1	\$ 15,308.58	\$ 1,030.72
R612383	1	\$ 15,308.58	\$ 1,030.72
R612384	1	\$ 15,308.58	\$ 1,030.72
R612385	1	\$ 15,308.58	\$ 1,030.72
R612386	1	\$ 15,308.58	\$ 1,030.72
R612387	1	\$ 15,308.58	\$ 1,030.72
R612388	1	\$ 15,308.58	\$ 1,030.72
R612389	1	\$ 15,308.58	\$ 1,030.72
R612390	1	\$ 15,308.58	\$ 1,030.72
R612391	1	\$ 15,308.58	\$ 1,030.72
R612392	1	\$ 15,308.58	\$ 1,030.72
R612393	1	\$ 15,308.58	\$ 1,030.72
R612394	1	\$ 15,308.58	\$ 1,030.72
R612395	1	\$ 15,308.58	\$ 1,030.72
R612396	1	\$ 15,308.58	\$ 1,030.72
R612397	1	\$ 15,308.58	\$ 1,030.72

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R612398	1	\$ 15,308.58	\$ 1,030.72
R612399	1	\$ 15,308.58	\$ 1,030.72
R612400	1	\$ 15,308.58	\$ 1,030.72
R612401	1	\$ 15,308.58	\$ 1,030.72
R612402	1	\$ 15,308.58	\$ 1,030.72
R612403	1	\$ 15,308.58	\$ 1,030.72
R612404	1	\$ 15,308.58	\$ 1,030.72
R612405	1	\$ 15,308.58	\$ 1,030.72
R612406	1	\$ 15,308.58	\$ 1,030.72
R612407	1	\$ 15,308.58	\$ 1,030.72
R612408	Non-Benefited Property	\$ -	\$ -
R612409	1	\$ 15,308.58	\$ 1,030.72
R612410	1	\$ 15,308.58	\$ 1,030.72
R612411	1	\$ 15,308.58	\$ 1,030.72
R612412	1	\$ 15,308.58	\$ 1,030.72
R612413	1	\$ 15,308.58	\$ 1,030.72
R612414	1	\$ 15,308.58	\$ 1,030.72
R612415	1	\$ 15,308.58	\$ 1,030.72
R612416	1	\$ 15,308.58	\$ 1,030.72
R612417	1	\$ 15,308.58	\$ 1,030.72
R612418	1	\$ 15,308.58	\$ 1,030.72
R612419	1	\$ 15,308.58	\$ 1,030.72
R612420	1	\$ 15,308.58	\$ 1,030.72
R612421	1	\$ 15,308.58	\$ 1,030.72
R612422	1	\$ 15,308.58	\$ 1,030.72
R612423	1	\$ 15,308.58	\$ 1,030.72
R612424	1	\$ 15,308.58	\$ 1,030.72
R612425	1	\$ 15,308.58	\$ 1,030.72
R612426	1	\$ 15,308.58	\$ 1,030.72
R612427	1	\$ 15,308.58	\$ 1,030.72
R612428	1	\$ 15,308.58	\$ 1,030.72
R612429	1	\$ 15,308.58	\$ 1,030.72
R612430	1	\$ 15,308.58	\$ 1,030.72
R612431	1	\$ 15,308.58	\$ 1,030.72
R612432	1	\$ 15,308.58	\$ 1,030.72
R612433	1	\$ 15,308.58	\$ 1,030.72
R612434	1	\$ 15,308.58	\$ 1,030.72
R612435	2	\$ 19,557.94	\$ 1,316.83
R612436	2	\$ 19,557.94	\$ 1,316.83
R612437	Duplex	\$ 27,239.47	\$ 1,834.03

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R612438	Duplex	\$ 27,239.47	\$ 1,834.03
R612439	3	\$ 24,243.12	\$ 1,632.29
R612440	3	\$ 24,243.12	\$ 1,632.29
R612441	Non-Benefited Property	\$ -	\$ -
R612442	Non-Benefited Property	\$ -	\$ -
R612443	1	\$ 15,308.58	\$ 1,030.72
R612444	1	\$ 15,308.58	\$ 1,030.72
R612445	1	\$ 15,308.58	\$ 1,030.72
R612446	1	\$ 15,308.58	\$ 1,030.72
R612447	1	\$ 15,308.58	\$ 1,030.72
R612448	1	\$ 15,308.58	\$ 1,030.72
R612449	Non-Benefited Property	\$ -	\$ -
R612450	1	\$ 15,308.58	\$ 1,030.72
R612451	1	\$ 15,308.58	\$ 1,030.72
R612452	1	\$ 15,308.58	\$ 1,030.72
R612453	1	\$ 15,308.58	\$ 1,030.72
R612454	1	\$ 15,308.58	\$ 1,030.72
R612455	1	\$ 15,308.58	\$ 1,030.72
R612456	1	\$ 15,308.58	\$ 1,030.72
R612457	1	\$ 15,308.58	\$ 1,030.72
R612458	1	\$ 15,308.58	\$ 1,030.72
R612459	1	\$ 15,308.58	\$ 1,030.72
R612460	1	\$ 15,308.58	\$ 1,030.72
R612461	1	\$ 15,308.58	\$ 1,030.72
R612462	1	\$ 15,308.58	\$ 1,030.72
R612463	1	\$ 15,308.58	\$ 1,030.72
R612464	1	\$ 15,308.58	\$ 1,030.72
R612465	1	\$ 15,308.58	\$ 1,030.72
R612466	1	\$ 15,308.58	\$ 1,030.72
R612467	1	\$ 15,308.58	\$ 1,030.72
R612468	1	\$ 15,308.58	\$ 1,030.72
R612469	1	\$ 15,308.58	\$ 1,030.72
R612470	1	\$ 15,308.58	\$ 1,030.72
R612471	1	\$ 15,308.58	\$ 1,030.72
R612472	1	\$ 15,308.58	\$ 1,030.72
R625686	2	\$ 19,557.94	\$ 1,316.83
R625687	2	\$ 19,557.94	\$ 1,316.83
R625688	2	\$ 19,557.94	\$ 1,316.83
R625689	2	\$ 19,557.94	\$ 1,316.83
R625690	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R625691	2	\$ 19,557.94	\$ 1,316.83
R625692	2	\$ 19,557.94	\$ 1,316.83
R625693	2	\$ 19,557.94	\$ 1,316.83
R625694	2	\$ 19,557.94	\$ 1,316.83
R625695	2	\$ 19,557.94	\$ 1,316.83
R625696	2	\$ 19,557.94	\$ 1,316.83
R625697	2	\$ 19,557.94	\$ 1,316.83
R625698	2	\$ 19,557.94	\$ 1,316.83
R625699	2	\$ 19,557.94	\$ 1,316.83
R625700	2	\$ 19,557.94	\$ 1,316.83
R625701	2	\$ 19,557.94	\$ 1,316.83
R625702	2	\$ 19,557.94	\$ 1,316.83
R625703	2	\$ 19,557.94	\$ 1,316.83
R625704	2	\$ 19,557.94	\$ 1,316.83
R625705	2	\$ 19,557.94	\$ 1,316.83
R625706	2	\$ 19,557.94	\$ 1,316.83
R625707	2	\$ 19,557.94	\$ 1,316.83
R625708	2	\$ 19,557.94	\$ 1,316.83
R625709	2	\$ 19,557.94	\$ 1,316.83
R625710	2	\$ 19,557.94	\$ 1,316.83
R625711	2	\$ 19,557.94	\$ 1,316.83
R625712	2	\$ 19,557.94	\$ 1,316.83
R625713	2	\$ 19,557.94	\$ 1,316.83
R625714	2	\$ 19,557.94	\$ 1,316.83
R625715	2	\$ 19,557.94	\$ 1,316.83
R625716	2	\$ 19,557.94	\$ 1,316.83
R625717	2	\$ 19,557.94	\$ 1,316.83
R625718	2	\$ 19,557.94	\$ 1,316.83
R625719	2	\$ 19,557.94	\$ 1,316.83
R625720	2	\$ 19,557.94	\$ 1,316.83
R625721	2	\$ 19,557.94	\$ 1,316.83
R625722	2	\$ 19,557.94	\$ 1,316.83
R625723	2	\$ 19,557.94	\$ 1,316.83
R625724	2	\$ 19,557.94	\$ 1,316.83
R625725	2	\$ 19,557.94	\$ 1,316.83
R625726	Non-Benefited Property	\$ -	\$ -
R625727	Non-Benefited Property	\$ -	\$ -
R625728	2	\$ 19,557.94	\$ 1,316.83
R625729	2	\$ 19,557.94	\$ 1,316.83
R625730	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R625731	2	\$ 19,557.94	\$ 1,316.83
R625732	2	\$ 19,557.94	\$ 1,316.83
R625733	2	\$ 19,557.94	\$ 1,316.83
R625734	2	\$ 19,557.94	\$ 1,316.83
R625735	2	\$ 19,557.94	\$ 1,316.83
R625736	2	\$ 19,557.94	\$ 1,316.83
R625737	2	\$ 19,557.94	\$ 1,316.83
R625738	2	\$ 19,557.94	\$ 1,316.83
R625739	2	\$ 19,557.94	\$ 1,316.83
R625740	2	\$ 19,557.94	\$ 1,316.83
R625741	2	\$ 19,557.94	\$ 1,316.83
R625742	2	\$ 19,557.94	\$ 1,316.83
R625743	2	\$ 19,557.94	\$ 1,316.83
R625744	2	\$ 19,557.94	\$ 1,316.83
R625745	2	\$ 19,557.94	\$ 1,316.83
R625746	2	\$ 19,557.94	\$ 1,316.83
R625747	2	\$ 19,557.94	\$ 1,316.83
R625748	2	\$ 19,557.94	\$ 1,316.83
R625749	2	\$ 19,557.94	\$ 1,316.83
R625750	2	\$ 19,557.94	\$ 1,316.83
R625751	2	\$ 19,557.94	\$ 1,316.83
R625752	2	\$ 19,557.94	\$ 1,316.83
R625753	2	\$ 19,557.94	\$ 1,316.83
R625754	2	\$ 19,557.94	\$ 1,316.83
R625755	2	\$ 19,557.94	\$ 1,316.83
R625756	2	\$ 19,557.94	\$ 1,316.83
R625757	2	\$ 19,557.94	\$ 1,316.83
R625758	2	\$ 19,557.94	\$ 1,316.83
R625759	2	\$ 19,557.94	\$ 1,316.83
R625760	Non-Benefited Property	\$ -	\$ -
R625761	2	\$ 19,557.94	\$ 1,316.83
R625762	2	\$ 19,557.94	\$ 1,316.83
R625763	2	\$ 19,557.94	\$ 1,316.83
R625764	2	\$ 19,557.94	\$ 1,316.83
R625765	Non-Benefited Property	\$ -	\$ -
R625766	2	\$ 19,557.94	\$ 1,316.83
R625767	2	\$ 19,557.94	\$ 1,316.83
R625768	2	\$ 19,557.94	\$ 1,316.83
R625769	2	\$ 19,557.94	\$ 1,316.83
R625770	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R625771	2	\$ 19,557.94	\$ 1,316.83
R625772	2	\$ 19,557.94	\$ 1,316.83
R625773	2	\$ 19,557.94	\$ 1,316.83
R625774	2	\$ 19,557.94	\$ 1,316.83
R625775	2	\$ 19,557.94	\$ 1,316.83
R625776	2	\$ 19,557.94	\$ 1,316.83
R625777	2	\$ 19,557.94	\$ 1,316.83
R625778	2	\$ 19,557.94	\$ 1,316.83
R625779	2	\$ 19,557.94	\$ 1,316.83
R625780	2	\$ 19,557.94	\$ 1,316.83
R625781	2	\$ 19,557.94	\$ 1,316.83
R625782	2	\$ 19,557.94	\$ 1,316.83
R625783	2	\$ 19,557.94	\$ 1,316.83
R625784	2	\$ 19,557.94	\$ 1,316.83
R625785	2	\$ 19,557.94	\$ 1,316.83
R625786	2	\$ 19,557.94	\$ 1,316.83
R625787	2	\$ 19,557.94	\$ 1,316.83
R625788	2	\$ 19,557.94	\$ 1,316.83
R625789	2	\$ 19,557.94	\$ 1,316.83
R625790	2	\$ 19,557.94	\$ 1,316.83
R639901	Non-Benefited Property	\$ -	\$ -
R639902	1	\$ 15,308.58	\$ 1,030.72
R639903	1	\$ 15,308.58	\$ 1,030.72
R639904	1	\$ 15,308.58	\$ 1,030.72
R639905	1	\$ 15,308.58	\$ 1,030.72
R639906	1	\$ 15,308.58	\$ 1,030.72
R639907	1	\$ 15,308.58	\$ 1,030.72
R639908	1	\$ 15,308.58	\$ 1,030.72
R639909	1	\$ 15,308.58	\$ 1,030.72
R639910	1	\$ 15,308.58	\$ 1,030.72
R639911	1	\$ 15,308.58	\$ 1,030.72
R639912	1	\$ 15,308.58	\$ 1,030.72
R639913	1	\$ 15,308.58	\$ 1,030.72
R639914	1	\$ 15,308.58	\$ 1,030.72
R639915	1	\$ 15,308.58	\$ 1,030.72
R639916	1	\$ 15,308.58	\$ 1,030.72
R639917	1	\$ 15,308.58	\$ 1,030.72
R639918	1	\$ 15,308.58	\$ 1,030.72
R639919	1	\$ 15,308.58	\$ 1,030.72
R639920	1	\$ 15,308.58	\$ 1,030.72

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R639921	1	\$ 15,308.58	\$ 1,030.72
R639922	1	\$ 15,308.58	\$ 1,030.72
R639923	1	\$ 15,308.58	\$ 1,030.72
R639924	1	\$ 15,308.58	\$ 1,030.72
R639925	1	\$ 15,308.58	\$ 1,030.72
R639926	1	\$ 15,308.58	\$ 1,030.72
R639927	1	\$ 15,308.58	\$ 1,030.72
R639928	1	\$ 15,308.58	\$ 1,030.72
R639929	1	\$ 15,308.58	\$ 1,030.72
R639930	1	\$ 15,308.58	\$ 1,030.72
R639931	1	\$ 15,308.58	\$ 1,030.72
R639932	1	\$ 15,308.58	\$ 1,030.72
R639933	1	\$ 15,308.58	\$ 1,030.72
R639934	1	\$ 15,308.58	\$ 1,030.72
R639935	1	\$ 15,308.58	\$ 1,030.72
R639936	1	\$ 15,308.58	\$ 1,030.72
R639937	1	\$ 15,308.58	\$ 1,030.72
R639938	1	\$ 15,308.58	\$ 1,030.72
R639939	1	\$ 15,308.58	\$ 1,030.72
R639940	1	\$ 15,308.58	\$ 1,030.72
R639941	1	\$ 15,308.58	\$ 1,030.72
R639942	1	\$ 15,308.58	\$ 1,030.72
R639943	1	\$ 15,308.58	\$ 1,030.72
R639944	1	\$ 15,308.58	\$ 1,030.72
R639945	1	\$ 15,308.58	\$ 1,030.72
R639946	1	\$ 15,308.58	\$ 1,030.72
R639947	1	\$ 15,308.58	\$ 1,030.72
R639948	1	\$ 15,308.58	\$ 1,030.72
R639949	1	\$ 15,308.58	\$ 1,030.72
R639950	1	\$ 15,308.58	\$ 1,030.72
R639951	2	\$ 19,557.94	\$ 1,316.83
R639952	2	\$ 19,557.94	\$ 1,316.83
R639953	2	\$ 19,557.94	\$ 1,316.83
R639954	2	\$ 19,557.94	\$ 1,316.83
R639955	2	\$ 19,557.94	\$ 1,316.83
R639956	2	\$ 19,557.94	\$ 1,316.83
R639957	2	\$ 19,557.94	\$ 1,316.83
R639958	2	\$ 19,557.94	\$ 1,316.83
R639959	2	\$ 19,557.94	\$ 1,316.83
R639960	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R639961	2	\$ 19,557.94	\$ 1,316.83
R639962	2	\$ 19,557.94	\$ 1,316.83
R639963	2	\$ 19,557.94	\$ 1,316.83
R639964	2	\$ 19,557.94	\$ 1,316.83
R639965	2	\$ 19,557.94	\$ 1,316.83
R639966	2	\$ 19,557.94	\$ 1,316.83
R639967	2	\$ 19,557.94	\$ 1,316.83
R639968	2	\$ 19,557.94	\$ 1,316.83
R639969	2	\$ 19,557.94	\$ 1,316.83
R639970	2	\$ 19,557.94	\$ 1,316.83
R639971	2	\$ 19,557.94	\$ 1,316.83
R639972	1	\$ 15,308.58	\$ 1,030.72
R639973	1	\$ 15,308.58	\$ 1,030.72
R639974	1	\$ 15,308.58	\$ 1,030.72
R639975	1	\$ 15,308.58	\$ 1,030.72
R639976	1	\$ 15,308.58	\$ 1,030.72
R639977	1	\$ 15,308.58	\$ 1,030.72
R639978	1	\$ 15,308.58	\$ 1,030.72
R639979	1	\$ 15,308.58	\$ 1,030.72
R639980	1	\$ 15,308.58	\$ 1,030.72
R639981	1	\$ 15,308.58	\$ 1,030.72
R639982	1	\$ 15,308.58	\$ 1,030.72
R639983	1	\$ 15,308.58	\$ 1,030.72
R639984	1	\$ 15,308.58	\$ 1,030.72
R639985	1	\$ 15,308.58	\$ 1,030.72
R639986	1	\$ 15,308.58	\$ 1,030.72
R639987	1	\$ 15,308.58	\$ 1,030.72
R639988	1	\$ 15,308.58	\$ 1,030.72
R639989	1	\$ 15,308.58	\$ 1,030.72
R639990	1	\$ 15,308.58	\$ 1,030.72
R639991	1	\$ 15,308.58	\$ 1,030.72
R639992	1	\$ 15,308.58	\$ 1,030.72
R639993	1	\$ 15,308.58	\$ 1,030.72
R639994	1	\$ 15,308.58	\$ 1,030.72
R639995	1	\$ 15,308.58	\$ 1,030.72
R639996	1	\$ 15,308.58	\$ 1,030.72
R639997	1	\$ 15,308.58	\$ 1,030.72
R639998	1	\$ 15,308.58	\$ 1,030.72
R639999	1	\$ 15,308.58	\$ 1,030.72
R640000	1	\$ 15,308.58	\$ 1,030.72

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R640001	1	\$ 15,308.58	\$ 1,030.72
R640002	1	\$ 15,308.58	\$ 1,030.72
R640003	1	\$ 15,308.58	\$ 1,030.72
R640004	1	\$ 15,308.58	\$ 1,030.72
R640006	1	\$ 15,308.58	\$ 1,030.72
R640007	1	\$ 15,308.58	\$ 1,030.72
R640008	1	\$ 15,308.58	\$ 1,030.72
R640009	1	\$ 15,308.58	\$ 1,030.72
R640010	1	\$ 15,308.58	\$ 1,030.72
R640011	1	\$ 15,308.58	\$ 1,030.72
R640012	1	\$ 15,308.58	\$ 1,030.72
R640013	1	\$ 15,308.58	\$ 1,030.72
R640014	1	\$ 15,308.58	\$ 1,030.72
R640015	1	\$ 15,308.58	\$ 1,030.72
R640018	Non-Benefited Property	\$ -	\$ -
R640019	2	\$ 19,557.94	\$ 1,316.83
R640020	2	\$ 19,557.94	\$ 1,316.83
R640021	2	\$ 19,557.94	\$ 1,316.83
R640022	2	\$ 19,557.94	\$ 1,316.83
R640023	2	\$ 19,557.94	\$ 1,316.83
R640024	2	\$ 19,557.94	\$ 1,316.83
R640025	2	\$ 19,557.94	\$ 1,316.83
R640026	2	\$ 19,557.94	\$ 1,316.83
R640027	2	\$ 19,557.94	\$ 1,316.83
R640028	2	\$ 19,557.94	\$ 1,316.83
R640029	2	\$ 19,557.94	\$ 1,316.83
R640030	2	\$ 19,557.94	\$ 1,316.83
R640031	2	\$ 19,557.94	\$ 1,316.83
R640032	2	\$ 19,557.94	\$ 1,316.83
R640033	2	\$ 19,557.94	\$ 1,316.83
R640034	2	\$ 19,557.94	\$ 1,316.83
R640035	2	\$ 19,557.94	\$ 1,316.83
R640036	2	\$ 19,557.94	\$ 1,316.83
R640037	2	\$ 19,557.94	\$ 1,316.83
R640038	2	\$ 19,557.94	\$ 1,316.83
R640039	2	\$ 19,557.94	\$ 1,316.83
R640041	Non-Benefited Property	\$ -	\$ -
R640042	Non-Benefited Property	\$ -	\$ -
R640043	2	\$ 19,557.94	\$ 1,316.83
R640044	2	\$ 19,557.94	\$ 1,316.83

Property ID	Lot Type	Improvement Area #1 ^[a]	
		Outstanding Assessment ^[b]	Installment Due 1/31/2024 ^[c]
R640045	2	\$ 19,557.94	\$ 1,316.83
R640046	2	\$ 19,557.94	\$ 1,316.83
R640047	2	\$ 19,557.94	\$ 1,316.83
R640048	2	\$ 19,557.94	\$ 1,316.83
R640049	2	\$ 19,557.94	\$ 1,316.83
R640050	2	\$ 19,557.94	\$ 1,316.83
R640051	2	\$ 19,557.94	\$ 1,316.83
R640052	2	\$ 19,557.94	\$ 1,316.83
R640053	2	\$ 19,557.94	\$ 1,316.83
R640054	2	\$ 19,557.94	\$ 1,316.83
R640055	2	\$ 19,557.94	\$ 1,316.83
Total		\$ 9,738,001.20	\$ 655,656.19

Notes:

[a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period 9/1/2023 to 8/31/2024, and is due by 1/31/2024.

EXHIBIT B – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

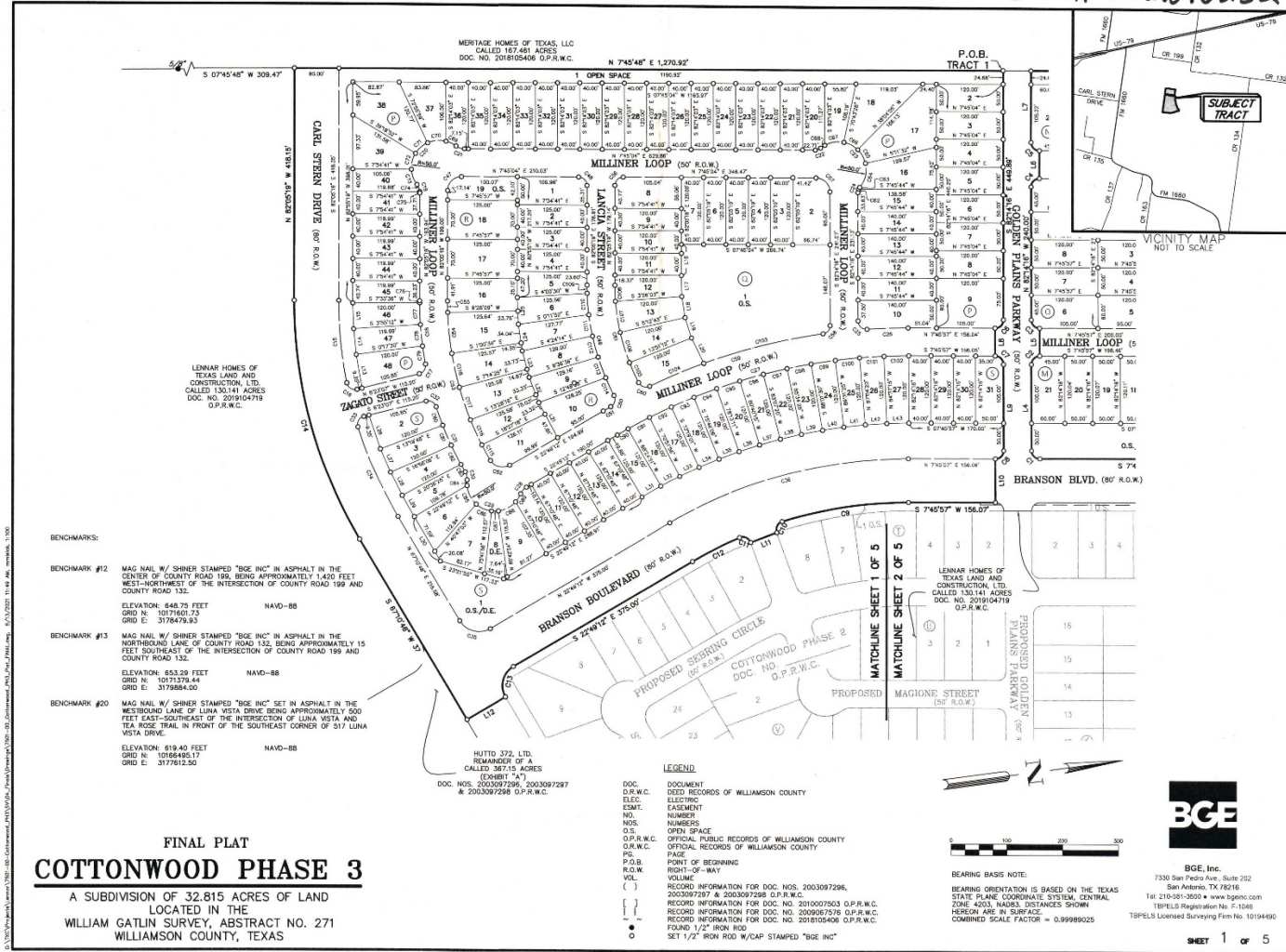
The following table sets forth the anticipated debt service requirements for the Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 271,000.00	\$ 287,036.68	\$ 558,036.68
2023	206,000.00	358,360.00	564,360.00
2024	211,000.00	353,210.00	564,210.00
2025	217,000.00	347,935.00	564,935.00
2026	222,000.00	342,510.00	564,510.00
2027	228,000.00	336,960.00	564,960.00
2028	236,000.00	329,835.00	565,835.00
2029	244,000.00	322,460.00	566,460.00
2030	252,000.00	314,835.00	566,835.00
2031	260,000.00	306,960.00	566,960.00
2032	268,000.00	298,835.00	566,835.00
2033	278,000.00	289,455.00	567,455.00
2034	289,000.00	279,725.00	568,725.00
2035	299,000.00	269,610.00	568,610.00
2036	310,000.00	259,145.00	569,145.00
2037	322,000.00	248,295.00	570,295.00
2038	334,000.00	237,025.00	571,025.00
2039	346,000.00	225,335.00	571,335.00
2040	359,000.00	213,225.00	572,225.00
2041	372,000.00	200,660.00	572,660.00
2042	386,000.00	187,640.00	573,640.00
2043	403,000.00	172,200.00	575,200.00
2044	420,000.00	156,080.00	576,080.00
2045	437,000.00	139,280.00	576,280.00
2046	456,000.00	121,800.00	577,800.00
2047	475,000.00	103,560.00	578,560.00
2048	496,000.00	84,560.00	580,560.00
2049	517,000.00	64,720.00	581,720.00
2050	539,000.00	44,040.00	583,040.00
2051	562,000.00	22,480.00	584,480.00
Total	<u>\$ 10,215,000</u>	<u>\$ 6,917,771.68</u>	<u>\$ 17,132,771.68</u>

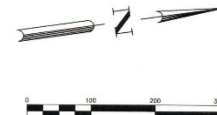
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EXHIBIT C-1 – COTTONWOOD PHASE 3 FINAL PLAT

Doc # 2021096232



\\TDC\Projects\Conrad\7501-00-Confined6_P113\51\04_Finish\Drawings\7501-00_Cottonwood_P113_Plot_FINAL.dwg 5/13/2021 11:48 AM mmjack, 1:102



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

SHEET 2 OF 5

A SUBDIVISION OF 32.815 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS

Page 310 of 543

Doc #2021096232

TRACT 1:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of said 46.68 acre tract and a called 167.461 acre tract of land conveyed unto Mortgage Homes of Texas, LLC in Document Number 2018100406, Official Public Records of Williamson County Texas: THENCE, S 07°45'48" W, departing said right-of-way line, coincident with the common line of the 46.68 acre tract and said 167.461 acre tract, a distance of 2,116.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said common line, over and across the 46.68 acre tract, the following fourteen (14) courses:

- 1) S 82°13'45" E, a distance of 144.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for a re-entrant corner of the herein described tract;
- 2) N 7°45'57" E, a distance of 17.90 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for a corner of the herein described tract;
- 3) S 82°14'03" E, a distance of 555.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for the northeast corner of the herein described tract;
- 4) S 7°45'57" W, a distance of 412.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of curvature of the herein described tract;
- 5) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'47" a chord bearing of S 52°45'53" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of tangency of the herein described tract;
- 6) N 82°14'16" W, a distance of 155.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of curvature of the herein described tract;
- 7) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00" a chord bearing of N 37°14'09" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the end of this curve;
- 8) N 82°14'23" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the beginning of a non-tangent curve;
- 9) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'47" a chord bearing of S 52°45'53" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of tangency of the herein described tract;
- 10) N 82°14'16" W, a distance of 240.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of curvature of the herein described tract;
- 11) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00" a chord bearing of N 37°14'09" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the end of this curve;
- 12) N 82°14'24" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the beginning of a non-tangent curve;
- 13) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'44" a chord bearing of S 52°45'53" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of tangency of the herein described tract;
- 14) N 82°14'16" W, a distance of 129.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set on the aforementioned common line of the 46.68 acre tract and the aforementioned 167.461 acre tract, for the southeast corner of the herein described tract, from which a 5/8-inch iron rod found at an angle point to said common line bears S 7°45'48" W, a distance of 1,630.39 feet;

THENCE, coincident with said common line, a distance of 410.02 feet to the POINT OF BEGINNING and containing 6.776 acres of land, more or less.

TRACT 2:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of said 46.68 acre tract and a called 167.461 acre tract of land conveyed unto Mortgage Homes of Texas, LLC in Document Number 2018100406, Official Public Records of Williamson County Texas: THENCE, S 07°45'48" W, departing said right-of-way line, coincident with the common line of the 46.68 acre tract and said 167.461 acre tract, a distance of 2,576.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said common line, over and across the 46.68 acre tract, and said 130.141 acre tract the following nineteen (19) courses:

- 1) S 82°14'16" E, a distance of 449.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of curvature of the herein described tract;
- 2) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 37°14'09" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the end of this curve;
- 3) S 82°14'24" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the beginning of a non-tangent curve;
- 4) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'44", a chord bearing of N 52°45'53" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of tangency of the herein described tract;
- 5) S 82°14'16" E, a distance of 155.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for a point of curvature of the herein described tract;
- 6) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 37°14'09" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the end of this curve;
- 7) S 82°14'26" E, a distance of 80.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for the northeast corner of the herein described tract;
- 8) S 7°45'57" W, a distance of 156.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of curvature of the herein described tract;
- 9) Curving to the left, with a radius of 760.00 feet, an arc length of 229.30 feet, a central angle of 171°17'12", a chord bearing of S 0°52'39" E, and a chord distance of 228.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of compound curvature of the herein described tract;
- 10) Curving to the left, with a radius of 15.00 feet, an arc length of 24.37 feet, a central angle of 83°04'40", a chord bearing of S 26°32'57" E, and a chord distance of 21.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the end of this curve;
- 11) S 12°35'55" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the beginning of a non-tangent curve;
- 12) Curving to the left, with a radius of 15.00 feet, an arc length of 24.37 feet, a central angle of 83°04'40", a chord bearing of S 30°51'45" W, and a chord distance of 21.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of compound curvature of the herein described tract;
- 13) Curving to the left, with a radius of 760.00 feet, an arc length of 94.76 feet, a central angle of 7°08'37", a chord bearing of S 18°14'53" E, and a chord distance of 94.70 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at a point of tangency of the herein described tract;
- 14) S 22°49'12" E, a distance of 375.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for a point of curvature of the herein described tract;
- 15) Curving to the left, with a radius of 40.00 feet, an arc length of 62.83 feet, a central angle of 90°00'00", a chord bearing of S 87°48'12" E, and a chord distance of 56.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set at the end of this curve;
- 16) S 22°49'12" E, a distance of 80.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set on the common line of the aforementioned 130.141 acre tract and the remainder of a called 367.15 acre tract of land (Exhibit "A") as conveyed unto Hutto 376, LTD, in Document Numbers 2003097266, 2003097267 and 2003097268 all recorded in the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract;
- 17) S 87°10'48" W, a distance of 376.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for a point of curvature of the herein described tract;
- 18) Curving to the right, with a radius of 840.00 feet, an arc length of 450.55 feet, a central angle of 30°43'53", a chord bearing of S 82°32'44" W, and a chord distance of 445.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set for a point of tangency of the herein described tract;
- 19) N 82°05'19" W, a distance of 418.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC." set on the common line of the 130.141 acre tract and the aforementioned 167.461 acre tract for the southeast corner of the herein described tract, from which a 5/8-inch iron rod found at an angle point in said common line bears S 7°45'48" W, a distance of 309.47 feet;

THENCE, N 7°45'48" E, coincident with said common line, a distance of 1,270.92 feet to the POINT OF BEGINNING and containing 26.039 acres of land, more or less.

FINAL PLAT
COTTONWOOD PHASE 3

A SUBDIVISION OF 32.815 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3500 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194400

SHEET 4 OF 5

Doc #2021096232

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., BEING THE OWNER OF 46.68 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY A-271, WILLAMSON COUNTY, TEXAS AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201916488 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND 130.141 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY A-271, WILLAMSON COUNTY, TEXAS AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019104719 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 32.815 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS:

COTTONWOOD PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 18th DAY OF May, 2021, A.D.

KEVIN PAPE, VICE PRESIDENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 NORTH F.M. 820
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78717

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED KEVIN PAPE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

[Signature]
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 12-27-22

I, TIMOTHY M. HOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
TIMOTHY M. HOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94848
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION.

[Signature]
DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216

CITY DEVELOPMENT SERVICES SIGNATURES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS 1st DAY OF June, 2021

[Signature]
ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR
DATE 6-7-21

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 15th DAY OF June, 2021

[Signature]
Mike Snyder, MAYOR
DATE 6/12/21
[Signature]
HOLLY NAST, CITY SECRETARY
DATE 6/12/21

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

THAT I, NANCY 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 29th DAY OF June, 2021, A.D., AT 4:35 O'CLOCK P.M. AND DULY RECORDED ON THE 29th DAY OF June, 2021, A.D., AT 10:02 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2021096232.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLAMSON COUNTY, TEXAS

BY: *[Signature]*
DEPUTY *[Signature]*

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.999989025
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 - 0103.6.2)
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED ALONG F.M. 1660 PER UDC REQUIREMENTS, AS AMENDED.
11. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
12. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
13. THIS TRACT IS WITHIN WATER CCN SERVICE AREA 10321. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
14. NO PORTION OF THIS TRACT IS ENCRoaded BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
15. NO PORTION OF THIS TRACT IS ENCRoaded 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 48491C0203F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLAMSON COUNTY, TEXAS.
16. 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 1/4" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
17. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
18. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
19. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
20. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

FINAL PLAT COTTONWOOD PHASE 3

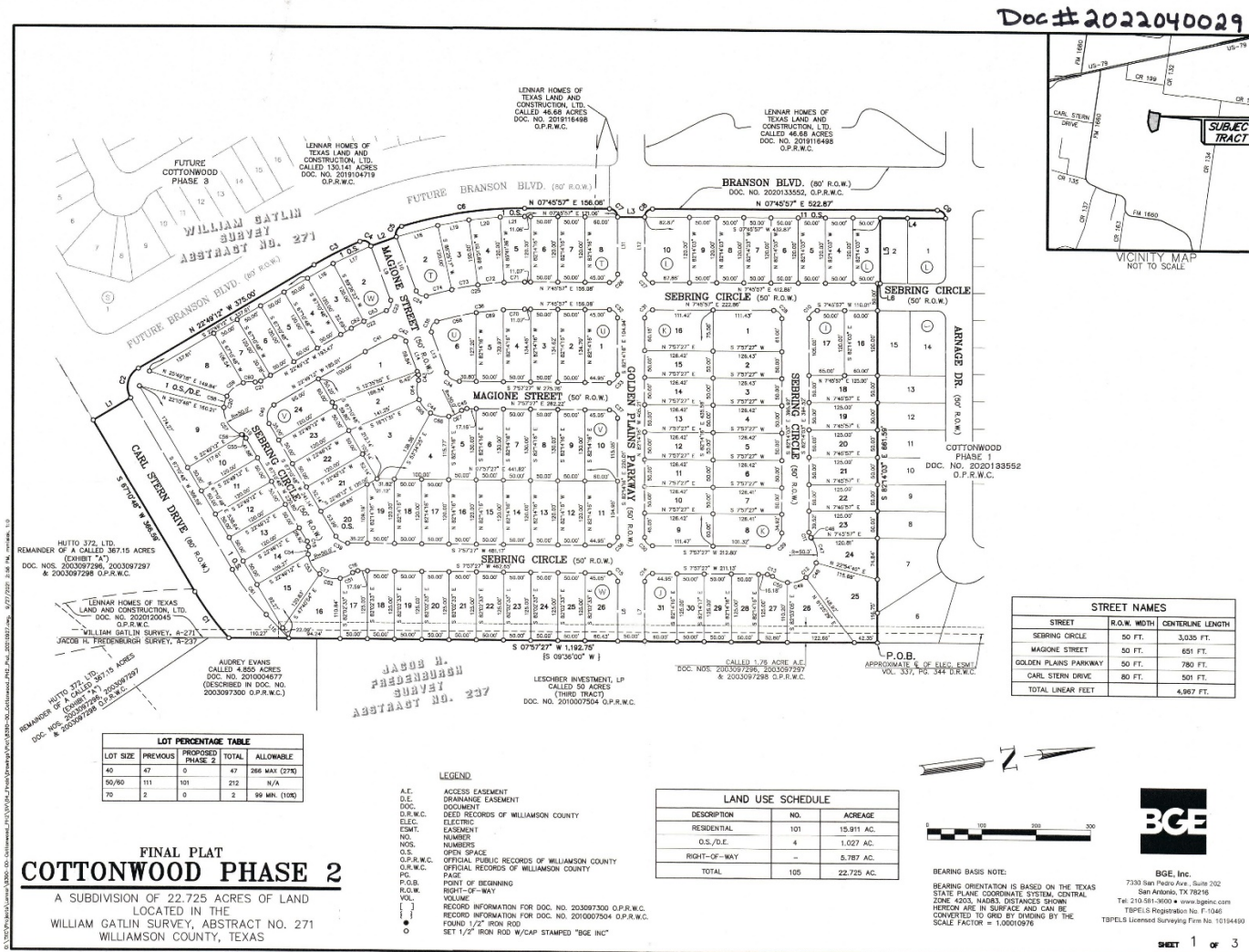
A SUBDIVISION OF 32.815 ACRES OF LAND
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SHEET 5 OF 5

EXHIBIT C-2 – COTTONWOOD PHASE 2 FINAL PLAT



Doc # 2022040029

R - RESIDENTIAL O.S. - OPEN SPACE O.S./D.E. - OPEN SPACE/ DRAINAGE EASEMENT

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
16	J	7,200	R
17	J	7,752	R
18	J	6,250	R
19	J	6,250	R
20	J	6,250	R
21	J	6,250	R
22	J	6,250	R
23	J	6,236	R
24	J	6,710	R
25	J	11,887	R
26	J	9,136	R
27	J	6,320	R
28	J	6,250	R
29	J	6,250	R
30	J	6,250	R
31	J	7,451	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	T	6,236	O.S.
2	T	8,381	R
3	T	6,352	R
4	T	6,352	R
5	T	6,280	R
6	T	6,000	R
7	T	6,000	R
8	T	7,152	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	U	7,996	R
2	U	6,735	R
3	U	6,727	R
4	U	6,701	R
5	U	6,523	R
6	U	8,116	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	K	9,534	R
2	K	6,321	R
3	K	6,321	R
4	K	6,321	R
5	K	6,321	R
6	K	6,321	R
7	K	6,321	R
8	K	7,449	R
9	K	7,537	R
10	K	6,321	R
11	K	6,321	R
12	K	6,321	R
13	K	6,321	R
14	K	6,321	R
15	K	6,321	R
16	K	9,480	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	V	11,030	R
2	V	8,329	R
3	V	11,500	R
4	V	7,960	R
5	V	6,255	R
6	V	6,500	R
7	V	6,500	R
8	V	6,500	R
9	V	6,500	R
10	V	7,752	R
11	V	7,151	R
12	V	6,000	R
13	V	6,000	R
14	V	6,000	R
15	V	6,000	R
16	V	6,000	R
17	V	6,000	R
18	V	6,000	R
19	V	6,000	R
20	V	6,063	O.S.
21	V	6,257	R
22	V	6,000	R
23	V	6,000	R
24	V	7,066	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
3	L	6,000	R
4	L	6,000	R
5	L	6,000	R
6	L	6,000	R
7	L	6,000	R
8	L	6,000	R
9	L	6,000	R
10	L	8,985	R
11	L	8,197	O.S./D.E.

LINE TABLE			
NUMBER	BEARING	DISTANCE	
L1	N 22°42'12" W	80.00'	
L2	N 12°35'55" W	50.00'	
L3	N 07°46'05" E	50.00'	
L4	S 07°45'57" W	120.00'	
L5	S 82°14'03" E	120.00'	
L6	S 07°45'37" W	5.00'	
L7	S 82°14'16" E	109.95'	
L8	N 82°14'16" W	110.05'	
L9	S 77°24'09" W	105.18'	
L10	N 77°24'09" E	105.18'	
L11	N 82°14'16" W	105.00'	
L12	S 82°14'16" E	105.00'	
L13	S 77°24'09" W	80.06'	
L14	N 77°24'09" E	66.26'	
L15	S 54°17'13" W	60.07'	
L16	N 22°06'52" W	54.23'	
L17	N 16°58'02" W	76.25'	
L18	S 08°05'37" E	78.18'	
L19	S 02°21'28" E	57.75'	
L20	S 02°05'08" W	57.75'	
L21	S 06°02'11" W	44.97'	

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	540.00'	117°11'3"	105.43'	S 81°30'11" W	106.27'
C2	40.00'	90°00'00"	62.83'	N 87°48'12" W	56.57'
C3	760.00'	70°07'3"	94.76'	N 87°45'37" W	94.70'
C4	15.00'	83°04'40"	24.37'	N 30°51'45" E	21.78'
C5	15.00'	83°04'40"	24.37'	N 80°03'20" W	21.78'
C6	760.00'	117°11'3"	229.30'	N 02°30'30" E	228.43'
C7	15.00'	89°58'47"	23.56'	N 52°46'51" E	21.21'
C8	15.00'	89°58'47"	23.56'	N 37°14'09" W	21.21'
C9	15.00'	89°58'47"	23.56'	N 52°46'51" E	21.21'
C10	15.00'	89°58'47"	23.56'	N 37°14'09" W	21.21'
C11	15.00'	36°42'54"	10.40'	N 75°34'30" E	10.19'
C12	50.00'	169°23'49"	147.86'	N 37°48'12" E	89.59'
C13	15.00'	36°42'54"	10.40'	N 37°48'12" E	10.19'
C14	15.00'	80°11'43"	23.81'	N 37°48'12" E	21.21'
C15	15.00'	80°11'43"	23.81'	N 53°37'36" W	21.18'
C16	15.00'	36°42'54"	10.40'	N 15°14'00" E	10.19'
C17	50.00'	136°38'10"	131.00'	N 37°48'12" E	83.56'
C18	15.00'	36°42'54"	10.40'	N 87°48'12" W	10.19'
C19	15.00'	36°42'54"	10.40'	N 47°48'12" W	10.19'
C20	50.00'	169°23'49"	147.86'	S 87°48'12" E	89.57'
C21	15.00'	36°42'54"	10.40'	N 75°34'30" E	10.19'
C22	40.00'	93°07'1"	72.41'	S 19°00'00" E	70.54'
C23	15.00'	80°23'00"	23.82'	N 80°23'00" E	23.84'
C24	15.00'	89°58'47"	23.56'	N 34°13'30" E	20.54'
C25	625.00'	16°46'53"	183.00'	S 03°27'28" E	182.40'
C26	15.00'	89°58'47"	23.56'	N 37°14'09" W	21.21'
C27	15.00'	89°58'47"	23.56'	N 52°46'51" E	21.21'
C28	15.00'	89°58'47"	23.56'	N 37°14'09" W	21.21'
C29	25.00'	89°11'30"	36.30'	N 37°48'12" W	35.41'
C30	15.00'	89°48'17"	23.81'	N 82°37'36" E	21.18'
C31	15.00'	80°11'43"	23.82'	N 37°14'09" W	21.21'
C32	15.00'	89°58'47"	23.56'	N 37°48'12" E	21.21'
C33	15.00'	89°11'43"	23.81'	N 37°48'12" E	21.21'
C34	25.00'	89°28'38"	36.30'	N 42°40'46" E	26.48'
C35	15.00'	84°58'46"	24.83'	S 00°33'00" E	24.86'
C36	575.00'	16°16'50"	163.28'	S 02°02'00" E	162.72'
C37	15.00'	89°48'17"	23.81'	N 02°37'36" W	21.18'
C38	15.00'	89°11'43"	23.81'	N 37°48'12" W	21.21'
C39	25.00'	89°13'31"	36.34'	N 37°48'12" E	24.71'
C40	25.00'	89°02'00"	36.27'	S 87°48'12" E	35.36'
C41	575.00'	87°07'31"	61.47'	S 19°03'30" E	61.44'
C42	15.00'	34°10'46"	24.83'	S 02°12'12" W	21.86'
C43	15.00'	36°42'54"	10.40'	N 82°44'38" W	10.19'
C44	50.00'	148°52'27"	139.97'	N 42°40'46" E	86.32'
C45	15.00'	36°42'54"	10.40'	S 15°44'38" E	10.19'
C46	50.00'	179°18'3"	11.10'	N 82°44'38" W	11.07'
C47	50.00'	34°10'46"	47.18'	S 82°34'21" W	46.62'
C48	50.00'	36°18'30"	33.43'	N 47°24'31" W	32.81'
C49	50.00'	41°22'04"	36.10'	N 73°33'36" W	35.32'
C50	50.00'	34°33'54"	35.10'	N 30°33'44" E	34.70'
C51	50.00'	29°12'30"	28.48'	N 70°43'28" W	28.20'
C52	50.00'	44°52'28"	36.16'	N 19°25'28" E	35.17'
C53	50.00'	49°02'24"	42.77'	N 86°48'17" E	41.47'
C54	50.00'	10°34'15"	13.59'	S 89°33'28" E	13.55'
C55	15.00'	32°46'52"	8.58'	S 82°47'37" W	8.46'
C56	15.00'	41°56'31"	11.80'	S 30°36'10" W	11.62'
C57	50.00'	73°01'44"	63.86'	N 64°03'14" E	59.81'
C58	50.00'	24°48'07"	31.86'	S 88°56'31" E	21.49'
C59	50.00'	40°58'30"	40.12'	S 31°33'03" E	38.00'
C60	50.00'	89°57'30"	22.22'	S 49°51'07" E	22.03'
C61	480.00'	12°37'30"	103.01'	N 80°44'00" E	102.39'
C62	625.00'	1°59'30"	28.47'	S 01°38'14" E	28.47'
C63	625.00'	41°42'42"	45.94'	S 18°17'16" E	45.93'
C64	50.00'	42°03'21"	38.70'	S 87°48'12" E	38.69'
C65	50.00'	37°12'34"	38.44'	N 89°37'36" E	38.27'
C66	50.00'	39°56'21"	34.80'	N 17°01'30" E	34.15'
C67	50.00'	39°56'48"	35.87'	N 16°56'02" W	35.58'
C68	575.00'	72°21'38"	73.98'	S 49°00'00" E	73.83'
C69	575.00'	19°02'54"	50.33'	S 19°02'54" W	50.31'
C70	575.00'	19°02'54"	38.96'	S 19°02'54" W	38.95'
C71	625.00'	3°57'24"	37.73'	S 62°01'11" W	37.72'
C72	625.00'	4°28'34"	46.46'	S 10°59'36" W	46.45'
C73	625.00'	4°28'34"	46.46'	S 22°12'36" E	46.45'
C74	625.00'	4°28'12"	46.40'	S 87°47'48" E	46.39'

LEGAL DESCRIPTION
FIELD NOTES FOR A 22.725 ACRE TRACT OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 46.68 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. AS RECORDED IN DOCUMENT NUMBER 201911448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF A CALLED 130.141 ACRE TRACT OF LAND AS CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. AS RECORDED IN DOCUMENT NUMBER 2019104719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF THE BRANSON BOULEVARD RIGHT-OF-WAY (R.O.W.) OF WILLIAMSON COUNTY, TEXAS, 20090657576 AND BEING VACATED BY DOCUMENT NUMBERS 2020022313 AND 2020022446 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. AS RECORDED IN DOCUMENT NO. 2020120445 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 22.725 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of said vacated right-of-way and a called 50 acre tract of land (Third Tract) as conveyed unto Leschber Investment, LP in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, of the southeast corner of Cottonwood Phase 1 as recorded in Document Number 2020133552 of the Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract:

THENCE, S 07° 57' 27" W, coincident with the common line of said vacated right-of-way, said 50 acre tract and a called 4.855 acre tract of land as conveyed unto Audrey Evans in Document Number 2010004877 and described in Document Number 2020097200 of the Official Public Records of Williamson County, Texas, a distance of 1,192.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for the southeast corner of the herein described tract;

THENCE, departing said common line, over and across said vacated right-of-way, the aforementioned 130.141 acre tract and the aforementioned 46.68 acre tract the following eleven (11) courses:

- 1) Curving to the right with a radius of 540.00 feet, an arc length of 105.43 feet, a central angle of 117° 11' 3", a chord bearing of S 81° 30' 11" W, and a chord distance of 106.27 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 2) S 67° 10' 48" W, a distance of 365.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwest corner of the herein described tract;
- 3) N 22° 49' 12" W, a distance of 80.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 4) Curving to the right with a radius of 40.00 feet, an arc length of 62.83 feet, a central angle of 90° 00' 00", a chord bearing of N 87° 48' 12" W, and a chord distance of 56.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the point of tangency of the herein described tract;
- 5) N 22° 49' 12" W, a distance of 375.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 6) Curving to the right with a radius of 760.00 feet, an arc length of 94.76 feet, a central angle of 07° 07' 31", a chord bearing of N 87° 45' 37" W, and a chord distance of 94.70 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of compound curvature of the herein described tract;
- 7) Curving to the right with a radius of 15.00 feet, an arc length of 24.37 feet, a central angle of 83° 04' 40", a chord bearing of N 30° 51' 45" E, and a chord distance of 21.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 8) N 12° 35' 55" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent of the herein described tract;
- 9) Curving to the right with a radius of 15.00 feet, an arc length of 24.37 feet, a central angle of 93° 04' 40", a chord bearing of N 56° 03' 35" W, and a chord distance of 21.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of compound curvature of the herein described tract;
- 10) Curving to the right with a radius of 760.00 feet, an arc length of 229.30 feet, a central angle of 17° 12' 12", a chord bearing of N 02° 30' 30" E, and a chord distance of 228.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 11) N 07° 45' 57" E, a distance of 156.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south end of a curve return from the east right of way line of Branson Boulevard (R.O.W. ~ 80') as shown on the aforementioned plot of Cottonwood Phase 1 for a point of curvature of the herein described tract;

THENCE, continuing over and across the 46.68 acre tract, and the 130.141 acre tract coincident with said east right-of-way line the following line (3) courses:

- 1) Curving to the right with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89° 58' 47", a chord bearing of N 52° 45' 51" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
 - 2) N 07° 46' 05" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
 - 3) Curving to the right with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89° 58' 47", a chord bearing of N 37° 14' 09" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
 - 4) Thence, N 07° 45' 57" E, a distance of 522.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
 - 5) Curving to the right with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90° 00' 00", a chord bearing of N 52° 45' 57" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for the most northerly corner of the herein described tract;
- THENCE, coincident with the south line of said Cottonwood Phase 1 the following four (4) courses:
- 1) S 07° 45' 57" W, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
 - 2) S 82° 14' 03" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
 - 3) S 07° 45' 57" W, a distance of 5.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
 - 4) S 82° 14' 03" East a distance of 661.59 feet to the POINT OF BEGINNING and containing 22.725 acre of land, more or less.



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3000 • www.bgeinc.com
TBPELS Registration No. F-1

Doc # 2022040029

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH KEVIN PAPE, VICE PRESIDENT, BEING THE OWNER OF 22.725 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY A-271, WILLIAMSON COUNTY, TEXAS AS CONVEYED TO IT BY INSTRUMENTS RECORDED IN DOC. NOS. 201918468, 201904715, AND 202012044 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OF WHICH A PORTION BEING OUT OF MEADOWS AT COTTONWOOD CREEK, PHASE ONE, A SUBDIVISION AS RECORDED IN DOC. NO. 2009067576 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID MEADOWS AT COTTONWOOD CREEK, PHASE ONE HAVING BEEN VACATED BY DOCUMENT NOS. 2020027446 AND 20200292313 AND CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD AS RECORDED IN DOCUMENT NO. 202012044 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO PUBLIC NOTIFICATION & HEARING PROVISIONS OF CHAP. 212 OF THE TEXAS LOCAL GOVERNMENT CODE, DOES HEREBY SUBDIVIDE SAID 22.725 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

COTTONWOOD PHASE 2

AND DOES HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

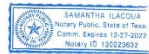
WITNESS MY HAND, THIS 11th DAY OF October, 2022, A.D.

Kevin Pape
KEVIN PAPE, VICE PRESIDENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 NORTH F.M. 620
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78717

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED KEVIN PAPE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Samantha Lacqua
NOTARY PUBLIC, STATE OF TEXAS



Samantha Lacqua
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 12-27-2027

I, TIMOTHY M. HOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Timothy M. Holland
TIMOTHY M. HOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94848
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744

9/28/21
DATE



I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION.

Dion P. Albertson
DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216

9/28/21
DATE



FINAL PLAT COTTONWOOD PHASE 2 A SUBDIVISION OF 22.725 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271 WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. HEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 1.00010976
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE OF LOT LINES.
7. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 - D103.6.2)
8. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF THE STREET MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
9. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
10. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
11. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
12. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
13. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
14. THIS TRACT IS WITHIN WATER CON SERVICE AREA 10321. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
15. NO PORTION OF THIS TRACT IS ENROACHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
16. NO PORTION OF THIS TRACT IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDAED 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 48491C0220F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
17. 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 1/8" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
18. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
19. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.

20. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

21. NO PERMANENT STRUCTURE IS ALLOWED WITHIN THE ACCESS EASEMENT (DOC. NOS. 2003097296, 2003097297, 2003097297 C.P.R.W.C.) UNTIL SUCH TIME THE EASEMENT IS VACATED.

22. LOT 1, BLOCK W, LOT 1, BLOCK T AND LOT 11, BLOCK L SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

CITY DEVELOPMENT SERVICES SIGNATURES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS THE 23 DAY OF

March, 2022.

Ashley Lumpkin
CITY DEVELOPMENT SERVICES DIRECTOR
DATE

3/23/22
DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ON THE 15 DAY OF

April, 2021

Mike Snyder
MAYOR
DATE
3/23/22
Robert R. Miller
CITY SECRETARY
DATE
3/23/22

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, NANCY 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 23 DAY OF MARCH, 2022 A.D., AT 9:05 O'CLOCK AM AND DULY RECORDED ON THE 23 DAY OF MARCH, 2022 A.D., AT 9:28 O'CLOCK AM IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2022040029.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

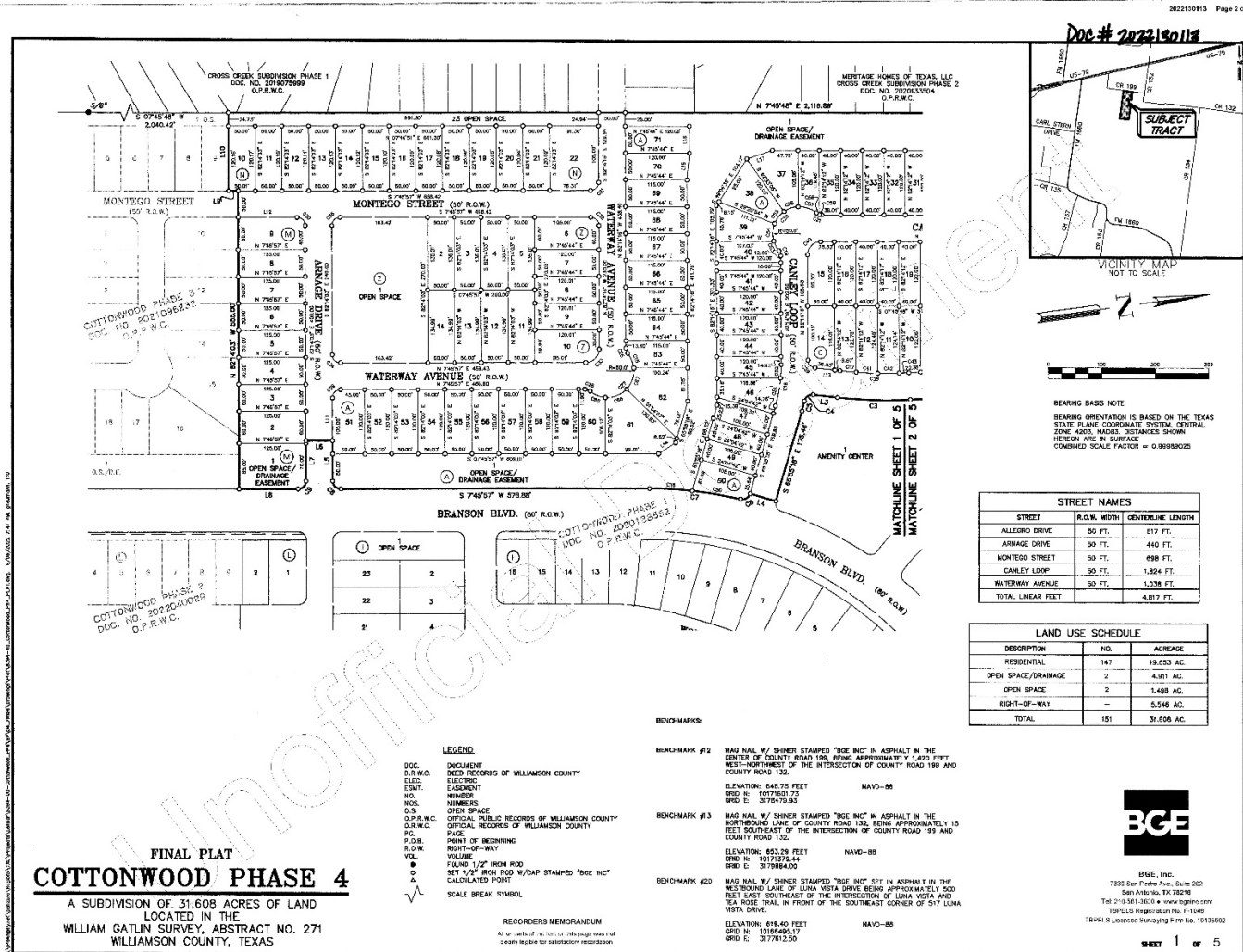
BY: Brenda McKenzie
DEPUTY
Brenda McKenzie



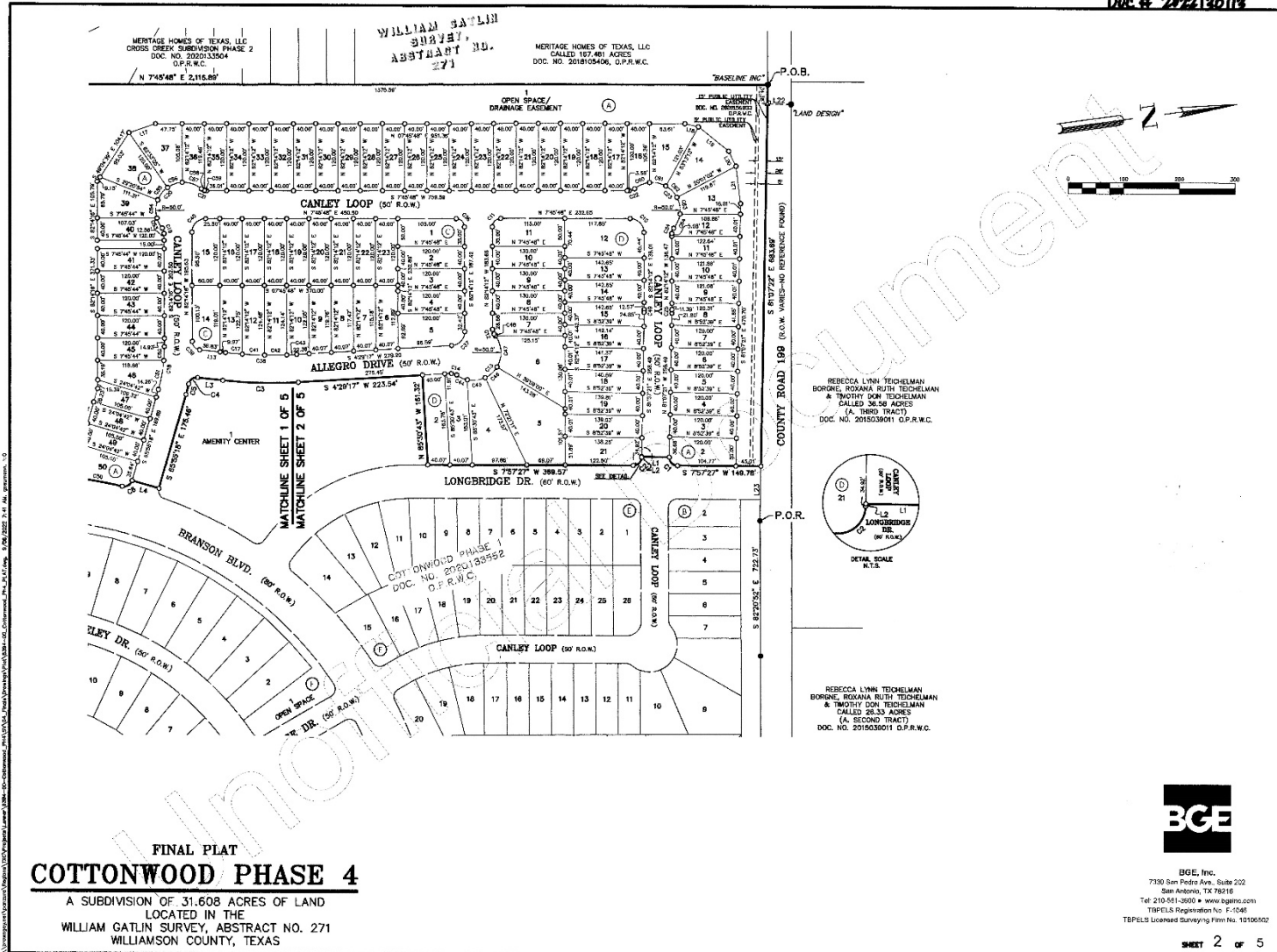
BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel 210-581-3800 x www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

SHEET 3 OF 3

EXHIBIT C-3 – COTTONWOOD PHASE 4 FINAL PLAT



Doc # 2022130113



Doc # 2022130113

R - RESIDENTIAL O.S. - OPEN SPACE O.S.D. - OPEN SPACE/DRAINAGE

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT	BLOCK	SQ. FT. TYPE	LOT	BLOCK	SQ. FT. TYPE	LOT	BLOCK	SQ. FT. TYPE	LOT	BLOCK	SQ. FT. TYPE	LOT	BLOCK	SQ. FT. TYPE	LOT	BLOCK	SQ. FT. TYPE
1	A	233,360 O.S.D.	37	A	6,975 R	1	C	5,953 R	2	D	6,501 R	1	M	10,577 O.S.D.	1	Z	46,077 O.S.
2	A	6,085 R	38	A	6,784 R	2	C	4,800 R	3	D	4,419 R	2	M	7,500 R	2	Z	4,751 R
3	A	4,800 R	39	A	5,747 R	3	C	4,800 R	4	D	10,070 R	3	M	8,250 R	3	Z	6,751 R
4	A	4,800 R	40	A	4,828 R	4	C	4,800 R	5	D	14,813 R	4	M	8,250 R	4	Z	6,751 R
5	A	4,800 R	41	A	4,800 R	5	C	7,018 R	6	D	11,190 R	5	M	8,250 R	5	Z	6,751 R
6	A	4,800 R	42	A	4,800 R	6	C	4,592 R	7	D	5,182 R	6	M	8,250 R	6	Z	7,152 R
7	A	4,800 R	43	A	4,800 R	7	C	4,553 R	8	D	5,203 R	7	M	8,250 R	7	Z	6,000 R
8	A	4,894 R	44	A	4,800 R	8	C	4,743 R	9	D	5,205 R	8	M	8,250 R	8	Z	8,000 R
9	A	4,828 R	45	A	4,790 R	9	C	4,835 R	10	D	5,209 R	9	M	7,452 R	9	Z	9,001 R
10	A	4,858 R	46	A	5,841 R	10	C	4,837 R	11	D	5,452 R	10	M	8,250 R	10	Z	7,008 R
11	A	4,890 R	47	A	4,232 R	11	C	4,879 R	12	D	5,914 R	11	M	8,250 R	11	Z	9,749 R
12	A	4,846 R	48	A	4,200 R	12	C	4,901 R	13	D	5,706 R	12	M	8,250 R	12	Z	9,749 R
13	A	6,449 R	49	A	4,200 R	13	C	4,841 R	14	D	5,706 R	13	M	8,250 R	13	Z	9,749 R
14	A	7,883 R	50	A	5,856 R	14	C	5,778 R	15	D	5,897 R	14	M	8,250 R	14	Z	9,749 R
15	A	6,482 R	51	A	7,152 R	15	C	5,872 R	16	D	5,670 R	15	M	8,250 R			
16	A	4,503 R	52	A	6,000 R	16	C	4,800 R	17	D	5,639 R	16	M	8,250 R			
17	A	4,800 R	53	A	5,000 R	17	C	4,800 R	18	D	5,508 R	17	M	8,250 R			
18	A	4,800 R	54	A	5,000 R	18	C	4,800 R	19	D	5,577 R	18	M	8,250 R			
19	A	4,800 R	55	A	5,000 R	19	C	4,800 R	20	D	5,546 R	19	M	8,250 R			
20	A	4,800 R	56	A	5,000 R	20	C	4,800 R	21	D	6,549 R	20	M	8,250 R			
21	A	4,800 R	57	A	5,000 R	21	C	4,800 R									
22	A	4,800 R	58	A	5,000 R	22	C	4,800 R									
23	A	4,800 R	59	A	5,000 R	23	C	4,800 R									
24	A	4,800 R	60	A	5,878 R												
25	A	4,800 R	61	A	10,813 R												
26	A	4,800 R	62	A	3,551 R												
27	A	4,800 R	63	A	5,450 R												
28	A	4,800 R	64	A	5,750 R												
29	A	4,800 R	65	A	5,750 R												
30	A	4,800 R	66	A	5,750 R												
31	A	4,800 R	67	A	5,750 R												
32	A	4,800 R	68	A	5,750 R												
33	A	4,800 R	69	A	5,750 R												
34	A	4,800 R	70	A	5,875 R												
35	A	4,799 R	71	A	6,000 R												
36	A	4,391 R															

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	89°50'11"	23.80'	S 63°30'00" W	21.30'
C2	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C3	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C4	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C5	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C6	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C7	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C8	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C9	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C10	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C11	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C12	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C13	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C14	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C15	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C16	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C17	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C18	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C19	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C20	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C21	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C22	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C23	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C24	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C25	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C26	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C27	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C28	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C29	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C30	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C31	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C32	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C33	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C34	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C35	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C36	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C37	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C38	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C39	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C40	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C41	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C42	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C43	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C44	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C45	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C46	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C47	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C48	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C49	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C50	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C51	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C52	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C53	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C54	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C55	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C56	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C57	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C58	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C59	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C60	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C61	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C62	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C63	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C64	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C65	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C66	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C67	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C68	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C69	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C70	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C71	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C72	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C73	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C74	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C75	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C76	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C77	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C78	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C79	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C80	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C81	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C82	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C83	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C84	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C85	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C86	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C87	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C88	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C89	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C90	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C91	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C92	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C93	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C94	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C95	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C96	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C97	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C98	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C99	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'
C100	15.00'	89°50'11"	23.80'	S 63°30'00" E	21.30'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S69°52'36"W	50.0
L2	S81°17'21"E	1.21
L3	S39°30'50"W	6.3
L4	S24°04'42"E	70.0
L5	N42°41'03"W	75.0
L6	S74°50'17"W	50.0
L7	S82°14'03"E	75.0
L8	S74°58'17"W	110.0
L9	S74°50'17"E	110.0
L10	N62°13'45"E	164.0
L11	N62°14'03"E	94.0
L12	S74°52'17"E	110.0
L13	S73°18'55"E	48.0
L14	N39°32'20"E	30.0
L15	N6°23'37"E	20.0
L16	N82°14'18"E	50.0
L17	N10°15'04"E	20.0
L18	S29°17'11"E	55.0
L19	S48°23'46"E	28.0
L20	S72°14'12"E	28.0
L21	S88°27'47"E	87.0
L22	S85°35'39"E	42.0
L23	N67°12'22"E	64.0

Doc # 2022130113

LEGAL DESCRIPTION

FIELD NOTES FOR A 31.608 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 46.88 ACRE TRACT OF LAND AS CONVEYED UNTO LINNAN HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. IN DOCUMENT NUMBER 2020133552 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 31.608 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 189 (R.O.W. -) - (series) no reference found, at the common corner of said 46.88 acre tract and the remainder of a called 167.461 acre tract of land as conveyed unto Linnan Homes of Texas, LLC in Document Number 2018105406, of the Official Public Records of Williamson County Texas for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 81°07'22" E, coincident with the common line of the 46.88 acre tract and said right-of-way, a distance of 683.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of Cottonwood Phase 1 as recorded in Document Number 2020133552 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the original northeast corner of the 46.88 acre tract, bears S 81°07'22" E, a distance of 98.19 feet;

THENCE, departing said common line, coincident with the west line of said Cottonwood Phase 1 the following twenty-three (23) courses:

1. S 07°57'27" W, a distance of 149.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
2. Curving to the right, with a radius of 15.00 feet, on an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 53°45'57" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;
3. S 08°52'30" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
4. S 81°07'21" E, a distance of 1.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
5. Curving to the right, with a radius of 15.00 feet, on an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 35°54'57" E, and a chord distance of 21.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
6. S 07°57'27" W, a distance of 368.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
7. N 85°30'43" W, a distance of 161.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
8. S 04°29'17" W, a distance of 223.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
9. Curving to the right, with a radius of 692.00 feet, on an arc length of 136.21 feet, a central angle of 09°27'34", a chord bearing of S 08°33'04" W, and a chord distance of 136.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
10. S 13°56'52" W, a distance of 45.35 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
11. Curving to the left, with a radius of 15.00 feet, on an arc length of 21.79 feet, a central angle of 83°14'37", a chord bearing of S 27°40'27" E, and a chord distance of 18.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
12. Curving to the right, with a radius of 692.00 feet, on an arc length of 136.14 feet, a central angle of 09°27'28", a chord bearing of S 87°36'52" E, and a chord distance of 136.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
13. S 65°59'59" E, a distance of 175.45 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
14. S 24°04'42" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at

the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;

15. Curving to the right, with a radius of 15.00 feet, on an arc length of 22.77 feet, a central angle of 86°37'47", a chord bearing of S 32°28'24" E, and a chord distance of 20.84 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;
16. Curving to the left, with a radius of 740.00 feet, on an arc length of 171.46 feet, a central angle of 13°18'32", a chord bearing of S 14°24'13" W, and a chord distance of 171.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
17. S 07°45'57" W, a distance of 576.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
18. Curving to the right, with a radius of 15.00 feet, on an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 35°45'57" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
19. N 82°14'03" W, a distance of 75.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
20. S 07°45'57" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
21. S 82°14'03" E, a distance of 75.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
22. Curving to the right, with a radius of 15.00 feet, on an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 37°40'37" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
23. S 07°45'57" W, a distance of 110.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeast corner of the herein described tract;

THENCE, departing said west line, over and across the 46.88 acre tract the following three (3) courses:

1. N 82°14'03" W, a distance of 555.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 07°45'57" W, a distance of 17.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
3. N 82°13'45" W, a distance of 144.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 46.88 acre tract and Cross Creek Subdivision Phase 1 as recorded in Document Number 2018079889 of the Official Public Records of Williamson County for the southwest corner of the herein described tract;

THENCE, N 07°45'45" E, coincident with the common line of the 46.88 acre tract, said Cross Creek Subdivision Phase 1, Cross Creek Subdivision Phase 2 as recorded in Document Number 2020133504 and the aforementioned remainder of the 167.461 acre tract a distance of 2,116.89 feet to the POINT OF BEGINNING and containing 31.608 acres of land, more or less.

FINAL PLAT

COTTONWOOD PHASE 4

A SUBDIVISION OF 31.608 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
7530 San Pedro Ave., Suite 200
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPCLS Registration No. P-1046
TBPCLS Licensed Surveying Firm No. 10106592

SHEET 4 OF 5

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENMAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH KEVIN PAPE, VICE PRESIDENT, BEING THE OWNER OF A CALLED 46.68 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY A-271, WILLIAMSON COUNTY, TEXAS AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOC. NO. 2021016496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 31.608 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

COTTONWOOD PHASE 4

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

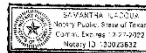
WITNESS MY HAND, THIS 13th DAY OF September, 2022, A.D.

Kevin Pape
KEVIN PAPE, VICE PRESIDENT
LENMAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
19620 NORTH F.M. 620
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78717

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED KEVIN PAPE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Samantha DeCava
NOTARY PUBLIC, STATE OF TEXAS



Samantha DeCava
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 12-27-2022

I, TIMOTHY M. HOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Timothy M. Holland
TIMOTHY M. HOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94848
BOE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744

9/14/22
DATE



I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON AUGUST 23, 2018.

Dion P. Albertson
DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BOE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216

9/16/22
DATE



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
7. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IPC APPENDIX D SEC. 103.5 - D103.6.2)
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
10. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
11. AN ARTERIAL FENCE SHALL BE CONSTRUCTED ALONG F.M. 1660 PER UDC REQUIREMENTS, AS AMENDED.
12. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
13. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
14. THIS TRACT IS WITHIN WATER CON SERVICE AREA 10321. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
15. NO PORTION OF THIS TRACT IS ENCRUMBED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
16. NO PORTION OF THIS TRACT IS ENCRUMBED 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 4848100509, EFFECTIVE DATE DECEMBER 20, 2018, FOR WILLIAMSON COUNTY, TEXAS.
17. 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 1/8" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
18. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
19. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
20. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
21. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
22. ALL STRUCTURES ADJACENT TO THE DRAINAGE CHANNEL, EXCEPT FOR DRAINAGE FACILITIES, SHALL HAVE THE LOWEST FINISHED FLOOR AT 2 FEET OR MORE ABOVE THE ULTIMATE WATER SURFACE ELEVATION.

CITY DEVELOPMENT SERVICES SIGNATURES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS THE 17th DAY OF November, 2022.

Richard Hudson
ASHLEY BAILEY, PLANNING SERVICES DIRECTOR
DATE 11-17-2022

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE 3rd DAY OF August, 2022.

Richard Hudson
RICHARD HUDSON, CHAIR
DATE 10-04-2022

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, NANCY 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 22nd DAY OF November, 2022, A.D., AT 3:10 O'CLOCK P.M. AND DULY RECORDED ON THE 22nd DAY OF November, 2022, A.D., AT 3:50 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2022130113.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS



BY: *Diane Law*
DEPUTY

FINAL PLAT
COTTONWOOD PHASE 4
A SUBDIVISION OF 31.608 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-551-3500 • www.bgeinc.com
TBP/ELS Registration No. 5-1046
TBP/ELS Licensed Surveying Firm No. 10108502

SHEET 5 of 5

EXHIBIT D – LOT TYPE CLASSIFICATION MAP



EXHIBIT E – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area #1:
 - Lot Type 1
 - Lot Type 2
 - Lot Type 3
 - Lot Type Duplex

[Remainder of page left intentionally blank.]

**COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA # 1
– LOT TYPE 1 – BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$15,308.58

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 ***Cottonwood 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 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 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 - IMPROVEMENT AREA #1 - LOT TYPE 1

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ 331.70	\$ 555.26	\$ 76.54	\$ 67.22	\$ 1,030.72
2025	\$ 341.13	\$ 546.97	\$ 74.88	\$ 68.56	\$ 1,031.55
2026	\$ 348.99	\$ 538.44	\$ 73.18	\$ 69.93	\$ 1,030.55
2027	\$ 358.43	\$ 529.72	\$ 71.43	\$ 71.33	\$ 1,030.91
2028	\$ 371.00	\$ 518.52	\$ 69.64	\$ 72.76	\$ 1,031.92
2029	\$ 383.58	\$ 506.92	\$ 67.79	\$ 74.21	\$ 1,032.50
2030	\$ 396.16	\$ 494.93	\$ 65.87	\$ 75.70	\$ 1,032.66
2031	\$ 408.73	\$ 482.56	\$ 63.89	\$ 77.21	\$ 1,032.39
2032	\$ 421.31	\$ 469.78	\$ 61.84	\$ 78.76	\$ 1,031.69
2033	\$ 437.03	\$ 455.04	\$ 59.74	\$ 80.33	\$ 1,032.13
2034	\$ 454.32	\$ 439.74	\$ 57.55	\$ 81.94	\$ 1,033.55
2035	\$ 470.04	\$ 423.84	\$ 55.28	\$ 83.58	\$ 1,032.74
2036	\$ 487.33	\$ 407.39	\$ 52.93	\$ 85.25	\$ 1,032.90
2037	\$ 506.20	\$ 390.33	\$ 50.49	\$ 86.95	\$ 1,033.98
2038	\$ 525.06	\$ 372.61	\$ 47.96	\$ 88.69	\$ 1,034.33
2039	\$ 543.93	\$ 354.24	\$ 45.34	\$ 90.47	\$ 1,033.97
2040	\$ 564.36	\$ 335.20	\$ 42.62	\$ 92.28	\$ 1,034.46
2041	\$ 584.80	\$ 315.45	\$ 39.80	\$ 94.12	\$ 1,034.16
2042	\$ 606.81	\$ 294.98	\$ 36.87	\$ 96.00	\$ 1,034.66
2043	\$ 633.53	\$ 270.71	\$ 33.84	\$ 97.92	\$ 1,036.00
2044	\$ 660.26	\$ 245.36	\$ 30.67	\$ 99.88	\$ 1,036.18
2045	\$ 686.98	\$ 218.95	\$ 27.37	\$ 101.88	\$ 1,035.19
2046	\$ 716.85	\$ 191.48	\$ 23.93	\$ 103.92	\$ 1,036.18
2047	\$ 746.72	\$ 162.80	\$ 20.35	\$ 106.00	\$ 1,035.87
2048	\$ 779.73	\$ 132.93	\$ 16.62	\$ 108.12	\$ 1,037.40
2049	\$ 812.75	\$ 101.74	\$ 12.72	\$ 110.28	\$ 1,037.49
2050	\$ 847.33	\$ 69.23	\$ 8.65	\$ 112.48	\$ 1,037.70
2051	\$ 883.49	\$ 35.34	\$ 4.42	\$ 114.73	\$ 1,037.98
Total	\$ 15,308.58	\$ 9,860.46	\$ 1,292.22	\$ 2,490.49	\$ 28,951.75

Notes:

[a] Interest is calculated based on the actual rate on the PID Bonds.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA # 1
– LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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

IMPROVEMENT AREA #1 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$19,557.94

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 ***Cottonwood 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 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 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 - IMPROVEMENT AREA #1 - LOT TYPE 2

Installments	Principal		Interest ^[a]		Additional Annual Collection		Annual
Due 1/31				Interest	Costs		Installment ^[b]
2024	\$	423.78	\$	709.39	\$	85.88	\$ 1,316.83
2025	\$	435.83	\$	698.80	\$	87.59	\$ 1,317.89
2026	\$	445.87	\$	687.90	\$	89.35	\$ 1,316.61
2027	\$	457.92	\$	676.76	\$	91.13	\$ 1,317.07
2028	\$	473.99	\$	662.45	\$	92.95	\$ 1,318.36
2029	\$	490.05	\$	647.63	\$	94.81	\$ 1,319.10
2030	\$	506.12	\$	632.32	\$	96.71	\$ 1,319.30
2031	\$	522.19	\$	616.50	\$	98.64	\$ 1,318.96
2032	\$	538.25	\$	600.18	\$	100.62	\$ 1,318.07
2033	\$	558.34	\$	581.35	\$	102.63	\$ 1,318.63
2034	\$	580.43	\$	561.80	\$	104.68	\$ 1,320.45
2035	\$	600.52	\$	541.49	\$	106.78	\$ 1,319.41
2036	\$	622.61	\$	520.47	\$	108.91	\$ 1,319.61
2037	\$	646.71	\$	498.68	\$	111.09	\$ 1,320.99
2038	\$	670.81	\$	476.04	\$	113.31	\$ 1,321.44
2039	\$	694.91	\$	452.57	\$	115.58	\$ 1,320.98
2040	\$	721.02	\$	428.24	\$	117.89	\$ 1,321.60
2041	\$	747.13	\$	403.01	\$	120.25	\$ 1,321.23
2042	\$	775.25	\$	376.86	\$	122.65	\$ 1,321.87
2043	\$	809.39	\$	345.85	\$	125.10	\$ 1,323.58
2044	\$	843.53	\$	313.47	\$	127.61	\$ 1,323.80
2045	\$	877.68	\$	279.73	\$	130.16	\$ 1,322.53
2046	\$	915.84	\$	244.62	\$	132.76	\$ 1,323.80
2047	\$	954.00	\$	207.99	\$	135.42	\$ 1,323.40
2048	\$	996.17	\$	169.83	\$	138.13	\$ 1,325.36
2049	\$	1,038.35	\$	129.98	\$	140.89	\$ 1,325.47
2050	\$	1,082.54	\$	88.45	\$	143.71	\$ 1,325.75
2051	\$	1,128.73	\$	45.15	\$	146.58	\$ 1,326.10
Total	\$	19,557.94	\$	12,597.53	\$	3,181.80	\$ 36,988.18

Notes:

[a] Interest is calculated based on the actual rate on the PID Bonds.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA # 1
– LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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

IMPROVEMENT AREA #1 – LOT TYPE 3 PRINCIPAL ASSESSMENT: \$24,243.12

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 ***Cottonwood 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 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 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 - IMPROVEMENT AREA #1 – LOT TYPE 3

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ 525.29	\$ 879.33	\$ 121.22	\$ 106.45	\$ 1,632.29
2025	\$ 540.23	\$ 866.20	\$ 118.59	\$ 108.58	\$ 1,633.59
2026	\$ 552.68	\$ 852.69	\$ 115.89	\$ 110.75	\$ 1,632.01
2027	\$ 567.61	\$ 838.87	\$ 113.12	\$ 112.96	\$ 1,632.58
2028	\$ 587.53	\$ 821.14	\$ 110.29	\$ 115.22	\$ 1,634.18
2029	\$ 607.45	\$ 802.78	\$ 107.35	\$ 117.53	\$ 1,635.10
2030	\$ 627.36	\$ 783.79	\$ 104.31	\$ 119.88	\$ 1,635.35
2031	\$ 647.28	\$ 764.19	\$ 101.17	\$ 122.27	\$ 1,634.92
2032	\$ 667.20	\$ 743.96	\$ 97.94	\$ 124.72	\$ 1,633.82
2033	\$ 692.09	\$ 720.61	\$ 94.60	\$ 127.21	\$ 1,634.52
2034	\$ 719.48	\$ 696.39	\$ 91.14	\$ 129.76	\$ 1,636.76
2035	\$ 744.37	\$ 671.20	\$ 87.54	\$ 132.35	\$ 1,635.48
2036	\$ 771.76	\$ 645.15	\$ 83.82	\$ 135.00	\$ 1,635.73
2037	\$ 801.63	\$ 618.14	\$ 79.96	\$ 137.70	\$ 1,637.44
2038	\$ 831.51	\$ 590.08	\$ 75.96	\$ 140.46	\$ 1,638.00
2039	\$ 861.38	\$ 560.98	\$ 71.80	\$ 143.26	\$ 1,637.42
2040	\$ 893.74	\$ 530.83	\$ 67.49	\$ 146.13	\$ 1,638.20
2041	\$ 926.11	\$ 499.55	\$ 63.02	\$ 149.05	\$ 1,637.73
2042	\$ 960.96	\$ 467.14	\$ 58.39	\$ 152.03	\$ 1,638.52
2043	\$ 1,003.28	\$ 428.70	\$ 53.59	\$ 155.07	\$ 1,640.64
2044	\$ 1,045.61	\$ 388.57	\$ 48.57	\$ 158.18	\$ 1,640.92
2045	\$ 1,087.93	\$ 346.74	\$ 43.34	\$ 161.34	\$ 1,639.35
2046	\$ 1,135.23	\$ 303.23	\$ 37.90	\$ 164.57	\$ 1,640.92
2047	\$ 1,182.53	\$ 257.82	\$ 32.23	\$ 167.86	\$ 1,640.43
2048	\$ 1,234.81	\$ 210.52	\$ 26.31	\$ 171.21	\$ 1,642.86
2049	\$ 1,287.09	\$ 161.12	\$ 20.14	\$ 174.64	\$ 1,642.99
2050	\$ 1,341.86	\$ 109.64	\$ 13.70	\$ 178.13	\$ 1,643.34
2051	\$ 1,399.12	\$ 55.96	\$ 7.00	\$ 181.69	\$ 1,643.78
Total	\$ 24,243.12	\$ 15,615.32	\$ 2,046.40	\$ 3,944.02	\$ 45,848.86

Notes:

[a] Interest is calculated based on the actual rate on the PID Bonds.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA # 1
– DUPLEX – 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

IMPROVEMENT AREA #1 – DUPLEX PRINCIPAL ASSESSMENT: \$27,239.47

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 ***Cottonwood 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 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 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 - IMPROVEMENT AREA #1 – DUPLEX

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2024	\$ 590.22	\$ 988.01	\$ 136.20	\$ 119.60	\$ 1,834.03
2025	\$ 607.00	\$ 973.26	\$ 133.25	\$ 122.00	\$ 1,835.50
2026	\$ 620.99	\$ 958.08	\$ 130.21	\$ 124.44	\$ 1,833.71
2027	\$ 637.77	\$ 942.56	\$ 127.11	\$ 126.92	\$ 1,834.36
2028	\$ 660.15	\$ 922.63	\$ 123.92	\$ 129.46	\$ 1,836.15
2029	\$ 682.53	\$ 902.00	\$ 120.62	\$ 132.05	\$ 1,837.19
2030	\$ 704.90	\$ 880.67	\$ 117.20	\$ 134.69	\$ 1,837.47
2031	\$ 727.28	\$ 858.64	\$ 113.68	\$ 137.39	\$ 1,836.99
2032	\$ 749.66	\$ 835.91	\$ 110.04	\$ 140.14	\$ 1,835.75
2033	\$ 777.63	\$ 809.67	\$ 106.29	\$ 142.94	\$ 1,836.54
2034	\$ 808.40	\$ 782.46	\$ 102.41	\$ 145.80	\$ 1,839.06
2035	\$ 836.37	\$ 754.16	\$ 98.36	\$ 148.71	\$ 1,837.61
2036	\$ 867.14	\$ 724.89	\$ 94.18	\$ 151.69	\$ 1,837.90
2037	\$ 900.71	\$ 694.54	\$ 89.85	\$ 154.72	\$ 1,839.82
2038	\$ 934.28	\$ 663.01	\$ 85.34	\$ 157.82	\$ 1,840.45
2039	\$ 967.84	\$ 630.31	\$ 80.67	\$ 160.97	\$ 1,839.80
2040	\$ 1,004.21	\$ 596.44	\$ 75.83	\$ 164.19	\$ 1,840.67
2041	\$ 1,040.57	\$ 561.29	\$ 70.81	\$ 167.47	\$ 1,840.15
2042	\$ 1,079.73	\$ 524.87	\$ 65.61	\$ 170.82	\$ 1,841.04
2043	\$ 1,127.29	\$ 481.68	\$ 60.21	\$ 174.24	\$ 1,843.42
2044	\$ 1,174.84	\$ 436.59	\$ 54.57	\$ 177.73	\$ 1,843.73
2045	\$ 1,222.39	\$ 389.60	\$ 48.70	\$ 181.28	\$ 1,841.97
2046	\$ 1,275.54	\$ 340.70	\$ 42.59	\$ 184.91	\$ 1,843.74
2047	\$ 1,328.69	\$ 289.68	\$ 36.21	\$ 188.60	\$ 1,843.18
2048	\$ 1,387.43	\$ 236.53	\$ 29.57	\$ 192.38	\$ 1,845.90
2049	\$ 1,446.17	\$ 181.04	\$ 22.63	\$ 196.22	\$ 1,846.06
2050	\$ 1,507.71	\$ 123.19	\$ 15.40	\$ 200.15	\$ 1,846.45
2051	\$ 1,572.05	\$ 62.88	\$ 7.86	\$ 204.15	\$ 1,846.94
Total	\$ 27,239.47	\$ 17,545.30	\$ 2,299.33	\$ 4,431.48	\$ 51,515.57

Notes:

[a] Interest is calculated based on the actual rate on the PID Bonds.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

AGENDA ITEM REPORT

13.8.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2023-042 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Mustang Creek Public Improvement District (Anne LaMere)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Finance /

Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

Pursuant to Texas Local Government Code Chapter 372, the PID Act, the annual service plan must be reviewed and updated annually. This document is the Annual Service Plan Update including updated assessment rolls for the Mustang Creek Public Improvement District.

Second reading can be waived pursuant to Hutto Charter Section 3.13 because an assessment is not a tax. The assessment against the property owners within the PID is for the specific types of improvements within the SAP, which are financed by the assessment.

SUMMARY OF REQUEST:

Approval of Ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No fiscal impact to the City from the revised Service and Assessment Plan. The numbers in the revised plan will be used in the budget process to record the expected transactions for which the City serves as a fiduciary.

ATTACHMENTS:

1. Mustang_Creek_PID
2. Hutto Mustang Creek_2023 SAP Update_Ordinance_Final

AGENDA ITEM REPORT

13.8.



-
3. 2023-07-26_HUT_Mustang Creek_2023 SAP Update_Final

Mustang Creek PID



DESTINY LN

MAIN HIPPO DR

FORT CLARK SPRINGS DR

SNEETWATER CREEK LN

BIG CYPRESS BAYOU RD

FM 1660

BIG SANDY CREEK DR

BLANCO DR

RIO GRANDE AVE

RED RIVER DR



Mustang Creek PID

Roadways

ORDINANCE NO. O-2023-042

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

WHEREAS, on June 7, 2018, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and on June 7, 2018 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Mustang Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on June 20, 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on September 5, 2019, the City Council adopted Ordinance No. O-19-09-05-10H accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Special Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Special Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Special Assessment and the payment of the Special Assessment; providing penalties and interest on delinquent Special Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan Update"); and

WHEREAS, on October 1, 2020, the City Council approved the 2020 Annual Service Plan Update for the District by Ordinance No O-2020-034, which updated the Assessment Roll for 2020.

WHEREAS, on September 2, 2021, the City County approved the 2021 Annual Service Plan Update for the District by Ordinance No O-2021-052, which updated the Assessment Roll for 2021.

WHEREAS, on August 18, 2022, the City County approved the 2022 Annual Service Plan Update for the District by Ordinance No 2022-035, which updated the Assessment Roll for 2022.

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023, in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "Mustang Creek Public Improvement District 2023 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2023, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2023.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Effective Date.

This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 10. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A

Mustang Creek Public Improvement District 2023 Annual Service Plan Update



MUSTANG CREEK
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE
AUGUST 3, 2023

INTRODUCTION

Capitalized terms used in this 2023 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 the PID Act by Resolution No. R-18-06-07-9C on June 7, 2018 by the City Council 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 approved the 2019 SAP for the PID by adopting Ordinance No. O-19-09-05-10H which approved the levy of Special Assessments for Assessed Property within the PID and approved the Assessment Roll.

On October 1, 2020, the City Council approved the 2020 Annual Service Plan Update for the PID by Ordinance No. O-2020-034, which updated the Assessment Roll for 2020.

On September 2, 2021, the City Council approved the 2021 Annual Service Plan Update for the PID by Ordinance No. O-2021-052, which updated the Assessment Roll for 2021.

On August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the PID by Ordinance No. 2022-035, which updated the Assessment Roll for 2022.

The 2019 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within 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. Pursuant to PID Act, the 2019 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Special Assessments on each Lot within the PID, based on the method of assessment identified in the 2019 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

- The final plat of The Mustang Creek Phase 1 Plat was filed and recorded with the County on September 17, 2020, and consists of 143 residential Lots and 19 Non-Benefited Lots.
- The final plat of The Mustang Creek Phase 2 Plat was filed and recorded with the County on October 30, 2020, and consists of 65 residential Lots and 9 Non-Benefited Lots.
- The final plat of The Mustang Creek Phase 3 Plat was filed and recorded with the County on November 4, 2020, and consists of 90 residential Lots and 5 Non-Benefited Lots.
- The final plat of The Mustang Creek Phase 4 Plat was filed and recorded with the County on September 8, 2021, and consists of 107 residential Lots and 19 Non-Benefited Lots.
- The final plat of The Mustang Creek Phase 5 Plat was filed and recorded with the County on September 16, 2021, and consists of 102 residential Lots and 10 Non-Benefited Lots.

LOT AND HOME SALES

Per the Quarterly Report dated June 30, 2023, home construction has been completed on all 507 Lot Type 1 Lots and 498 homes have been sold to end-users.

See **Exhibit D** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

The Developer has completed the Authorized Improvement listed in the 2019 SAP and they were dedicated to the city in January of 2021.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$9,013,343.81.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$667,337.23.
- **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 \$36,536.24.

Administrative Expenses Breakdown		
PID Administrator	\$	31,836.24
City Auditor		2,500.00
Filing Fees		1,000.00
County Collection		200.00
Miscellaneous		1,000.00
Total Administrative Expenses	\$	36,536.24

Due January 31, 2024		
Principal	\$	114,030.20
Interest		\$553,307.02
Administrative Expenses	\$	36,536.24
Total Annual Installment	\$	\$703,873.47

See **Exhibit B** for the debt service schedule for the PID.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

The following is a list of all Parcels or Lots that made a full prepayment within the PID.

Property ID	Full Prepayment	Prepayment	
	Date	Amount	
R599925	12/15/2021	\$	17,319.35
R600004	2/23/2022	\$	17,536.12
R599963	5/6/2022	\$	17,765.45
R600048	10/3/2022	\$	16,824.43

PARTIAL PREPAYMENT OF SPECIAL ASSESSMENTS

The following is a list of all Parcels or Lots that made a partial prepayment within the PID.

Property ID	Partial	Partial Prepayment	
	Prepayment Date	Amount	
R599935	9/1/2021	\$	5,000.00

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized 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.

Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$114,030.20	\$118,988.04	\$128,903.71	\$133,861.54	\$138,819.38
Interest		553,307.02	546,354.02	539,098.72	531,238.83	523,076.63
	(1)	\$667,337.23	\$665,342.06	\$668,002.43	\$665,100.37	\$661,896.00
Administrative Expenses	(2)	\$ 36,536.24	\$ 37,266.96	\$ 38,012.30	\$ 38,772.55	\$ 39,548.00
Total Annual Installment	(3) = (1) + (2)	\$703,873.47	\$702,609.02	\$706,014.73	\$703,872.92	\$701,444.00

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 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot Type	Notes	Mustang Creek PID	
			Outstanding Special Assessment	Annual Installment Due 1/31/24 ^[a]
R599888	1		\$ 17,928.99	\$ 1,400.12
R599889	1		\$ 17,928.99	\$ 1,400.12
R599890	1		\$ 17,928.99	\$ 1,400.12
R599891	1		\$ 17,928.99	\$ 1,400.12
R599892	1		\$ 17,928.99	\$ 1,400.12
R599893	1		\$ 17,928.99	\$ 1,400.12
R599894	1		\$ 17,928.99	\$ 1,400.12
R599895	1		\$ 17,928.99	\$ 1,400.12
R599896	1		\$ 17,928.99	\$ 1,400.12
R599897	1		\$ 17,928.99	\$ 1,400.12
R599898	1		\$ 17,928.99	\$ 1,400.12
R599899	1		\$ 17,928.99	\$ 1,400.12
R599900	1		\$ 17,928.99	\$ 1,400.12
R599901	1		\$ 17,928.99	\$ 1,400.12
R599902	Non-Benefited		\$ -	\$ -
R599903	1		\$ 17,928.99	\$ 1,400.12
R599904	1		\$ 17,928.99	\$ 1,400.12
R599905	1		\$ 17,928.99	\$ 1,400.12
R599906	1		\$ 17,928.99	\$ 1,400.12
R599907	1		\$ 17,928.99	\$ 1,400.12
R599908	1		\$ 17,928.99	\$ 1,400.12
R599909	1		\$ 17,928.99	\$ 1,400.12
R599910	1		\$ 17,928.99	\$ 1,400.12
R599911	1		\$ 17,928.99	\$ 1,400.12
R599912	1		\$ 17,928.99	\$ 1,400.12
R599913	1		\$ 17,928.99	\$ 1,400.12
R599914	1		\$ 17,928.99	\$ 1,400.12
R599915	Non-Benefited		\$ -	\$ -
R599916	1		\$ 17,928.99	\$ 1,400.12
R599917	1		\$ 17,928.99	\$ 1,400.12
R599918	1		\$ 17,928.99	\$ 1,400.12
R599919	1		\$ 17,928.99	\$ 1,400.12
R599920	1		\$ 17,928.99	\$ 1,400.12
R599921	1		\$ 17,928.99	\$ 1,400.12
R599922	1		\$ 17,928.99	\$ 1,400.12
R599923	1		\$ 17,928.99	\$ 1,400.12
R599924	Non-Benefited		\$ -	\$ -
R599925	1	[b]	\$ -	\$ -
R599926	1		\$ 17,928.99	\$ 1,400.12
R599927	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R599928	1		\$ 17,928.99	\$ 1,400.12
R599929	1		\$ 17,928.99	\$ 1,400.12
R599930	1		\$ 17,928.99	\$ 1,400.12
R599931	Non-Benefited		\$ -	\$ -
R599932	Non-Benefited		\$ -	\$ -
R599933	1		\$ 17,928.99	\$ 1,400.12
R599934	1		\$ 17,928.99	\$ 1,400.12
R599935	1	[c]	\$ 12,988.78	\$ 1,014.32
R599936	1		\$ 17,928.99	\$ 1,400.12
R599937	1		\$ 17,928.99	\$ 1,400.12
R599938	1		\$ 17,928.99	\$ 1,400.12
R599939	1		\$ 17,928.99	\$ 1,400.12
R599940	1		\$ 17,928.99	\$ 1,400.12
R599941	1		\$ 17,928.99	\$ 1,400.12
R599942	1		\$ 17,928.99	\$ 1,400.12
R599943	1		\$ 17,928.99	\$ 1,400.12
R599944	1		\$ 17,928.99	\$ 1,400.12
R599945	1		\$ 17,928.99	\$ 1,400.12
R599946	1		\$ 17,928.99	\$ 1,400.12
R599947	1		\$ 17,928.99	\$ 1,400.12
R599948	1		\$ 17,928.99	\$ 1,400.12
R599949	Non-Benefited		\$ -	\$ -
R599950	Non-Benefited		\$ -	\$ -
R599951	1		\$ 17,928.99	\$ 1,400.12
R599952	1		\$ 17,928.99	\$ 1,400.12
R599953	1		\$ 17,928.99	\$ 1,400.12
R599954	1		\$ 17,928.99	\$ 1,400.12
R599955	1		\$ 17,928.99	\$ 1,400.12
R599956	1		\$ 17,928.99	\$ 1,400.12
R599957	1		\$ 17,928.99	\$ 1,400.12
R599958	1		\$ 17,928.99	\$ 1,400.12
R599959	1		\$ 17,928.99	\$ 1,400.12
R599960	1		\$ 17,928.99	\$ 1,400.12
R599961	1		\$ 17,928.99	\$ 1,400.12
R599962	Non-Benefited		\$ -	\$ -
R599963	1	[b]	\$ -	\$ -
R599964	1		\$ 17,928.99	\$ 1,400.12
R599965	1		\$ 17,928.99	\$ 1,400.12
R599966	1		\$ 17,928.99	\$ 1,400.12
R599967	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R599968	1		\$ 17,928.99	\$ 1,400.12
R599969	1		\$ 17,928.99	\$ 1,400.12
R599970	1		\$ 17,928.99	\$ 1,400.12
R599971	1		\$ 17,928.99	\$ 1,400.12
R599972	Non-Benefited		\$ -	\$ -
R599973	1		\$ 17,928.99	\$ 1,400.12
R599974	1		\$ 17,928.99	\$ 1,400.12
R599975	1		\$ 17,928.99	\$ 1,400.12
R599976	1		\$ 17,928.99	\$ 1,400.12
R599977	1		\$ 17,928.99	\$ 1,400.12
R599978	1		\$ 17,928.99	\$ 1,400.12
R599979	1		\$ 17,928.99	\$ 1,400.12
R599980	1		\$ 17,928.99	\$ 1,400.12
R599981	Non-Benefited		\$ -	\$ -
R599982	1		\$ 17,928.99	\$ 1,400.12
R599983	1		\$ 17,928.99	\$ 1,400.12
R599984	1		\$ 17,928.99	\$ 1,400.12
R599985	1		\$ 17,928.99	\$ 1,400.12
R599986	1		\$ 17,928.99	\$ 1,400.12
R599987	1		\$ 17,928.99	\$ 1,400.12
R599988	Non-Benefited		\$ -	\$ -
R599989	Non-Benefited		\$ -	\$ -
R599990	Non-Benefited		\$ -	\$ -
R599991	1		\$ 17,928.99	\$ 1,400.12
R599992	1		\$ 17,928.99	\$ 1,400.12
R599993	1		\$ 17,928.99	\$ 1,400.12
R599994	1		\$ 17,928.99	\$ 1,400.12
R599995	1		\$ 17,928.99	\$ 1,400.12
R599996	Non-Benefited		\$ -	\$ -
R599997	1		\$ 17,928.99	\$ 1,400.12
R599998	1		\$ 17,928.99	\$ 1,400.12
R599999	1		\$ 17,928.99	\$ 1,400.12
R600000	1		\$ 17,928.99	\$ 1,400.12
R600001	1		\$ 17,928.99	\$ 1,400.12
R600002	1		\$ 17,928.99	\$ 1,400.12
R600003	1		\$ 17,928.99	\$ 1,400.12
R600004	1	[b]	\$ -	\$ -
R600005	1		\$ 17,928.99	\$ 1,400.12
R600006	1		\$ 17,928.99	\$ 1,400.12
R600007	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^[a]
R600008	1		\$ 17,928.99	\$ 1,400.12
R600009	Non-Benefited		\$ -	\$ -
R600010	1		\$ 17,928.99	\$ 1,400.12
R600011	1		\$ 17,928.99	\$ 1,400.12
R600012	1		\$ 17,928.99	\$ 1,400.12
R600013	1		\$ 17,928.99	\$ 1,400.12
R600014	1		\$ 17,928.99	\$ 1,400.12
R600015	1		\$ 17,928.99	\$ 1,400.12
R600016	1		\$ 17,928.99	\$ 1,400.12
R600017	1		\$ 17,928.99	\$ 1,400.12
R600018	1		\$ 17,928.99	\$ 1,400.12
R600019	1		\$ 17,928.99	\$ 1,400.12
R600020	1		\$ 17,928.99	\$ 1,400.12
R600021	1		\$ 17,928.99	\$ 1,400.12
R600022	Non-Benefited		\$ -	\$ -
R600023	Non-Benefited		\$ -	\$ -
R600024	1		\$ 17,928.99	\$ 1,400.12
R600025	1		\$ 17,928.99	\$ 1,400.12
R600026	1		\$ 17,928.99	\$ 1,400.12
R600027	1		\$ 17,928.99	\$ 1,400.12
R600028	1		\$ 17,928.99	\$ 1,400.12
R600029	Non-Benefited		\$ -	\$ -
R600030	1		\$ 17,928.99	\$ 1,400.12
R600031	1		\$ 17,928.99	\$ 1,400.12
R600032	1		\$ 17,928.99	\$ 1,400.12
R600033	1		\$ 17,928.99	\$ 1,400.12
R600034	1		\$ 17,928.99	\$ 1,400.12
R600035	1		\$ 17,928.99	\$ 1,400.12
R600036	1		\$ 17,928.99	\$ 1,400.12
R600037	1		\$ 17,928.99	\$ 1,400.12
R600038	1		\$ 17,928.99	\$ 1,400.12
R600039	1		\$ 17,928.99	\$ 1,400.12
R600040	1		\$ 17,928.99	\$ 1,400.12
R600041	1		\$ 17,928.99	\$ 1,400.12
R600042	Non-Benefited		\$ -	\$ -
R600043	1		\$ 17,928.99	\$ 1,400.12
R600044	1		\$ 17,928.99	\$ 1,400.12
R600045	1		\$ 17,928.99	\$ 1,400.12
R600046	1		\$ 17,928.99	\$ 1,400.12
R600047	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^[a]
R600048	1	[b]	\$ -	\$ -
R600049	1		\$ 17,928.99	\$ 1,400.12
R602143	1		\$ 17,928.99	\$ 1,400.12
R602144	1		\$ 17,928.99	\$ 1,400.12
R602145	1		\$ 17,928.99	\$ 1,400.12
R602146	1		\$ 17,928.99	\$ 1,400.12
R602147	1		\$ 17,928.99	\$ 1,400.12
R602148	1		\$ 17,928.99	\$ 1,400.12
R602149	1		\$ 17,928.99	\$ 1,400.12
R602150	Non-Benefited		\$ -	\$ -
R602151	1		\$ 17,928.99	\$ 1,400.12
R602152	1		\$ 17,928.99	\$ 1,400.12
R602153	1		\$ 17,928.99	\$ 1,400.12
R602154	1		\$ 17,928.99	\$ 1,400.12
R602155	1		\$ 17,928.99	\$ 1,400.12
R602156	1		\$ 17,928.99	\$ 1,400.12
R602157	1		\$ 17,928.99	\$ 1,400.12
R602158	1		\$ 17,928.99	\$ 1,400.12
R602159	1		\$ 17,928.99	\$ 1,400.12
R602160	1		\$ 17,928.99	\$ 1,400.12
R602161	1		\$ 17,928.99	\$ 1,400.12
R602162	Non-Benefited		\$ -	\$ -
R602163	1		\$ 17,928.99	\$ 1,400.12
R602164	1		\$ 17,928.99	\$ 1,400.12
R602165	1		\$ 17,928.99	\$ 1,400.12
R602166	1		\$ 17,928.99	\$ 1,400.12
R602167	1		\$ 17,928.99	\$ 1,400.12
R602168	1		\$ 17,928.99	\$ 1,400.12
R602169	1		\$ 17,928.99	\$ 1,400.12
R602170	1		\$ 17,928.99	\$ 1,400.12
R602171	1		\$ 17,928.99	\$ 1,400.12
R602172	1		\$ 17,928.99	\$ 1,400.12
R602173	1		\$ 17,928.99	\$ 1,400.12
R602174	1		\$ 17,928.99	\$ 1,400.12
R602175	Non-Benefited		\$ -	\$ -
R602176	1		\$ 17,928.99	\$ 1,400.12
R602177	1		\$ 17,928.99	\$ 1,400.12
R602178	1		\$ 17,928.99	\$ 1,400.12
R602179	1		\$ 17,928.99	\$ 1,400.12
R602180	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R602181	1		\$ 17,928.99	\$ 1,400.12
R602182	1		\$ 17,928.99	\$ 1,400.12
R602183	1		\$ 17,928.99	\$ 1,400.12
R602184	1		\$ 17,928.99	\$ 1,400.12
R602185	1		\$ 17,928.99	\$ 1,400.12
R602186	1		\$ 17,928.99	\$ 1,400.12
R602187	1		\$ 17,928.99	\$ 1,400.12
R602188	1		\$ 17,928.99	\$ 1,400.12
R602189	Non-Benefited		\$ -	\$ -
R602190	Non-Benefited		\$ -	\$ -
R602191	1		\$ 17,928.99	\$ 1,400.12
R602192	1		\$ 17,928.99	\$ 1,400.12
R602193	1		\$ 17,928.99	\$ 1,400.12
R602194	1		\$ 17,928.99	\$ 1,400.12
R602195	1		\$ 17,928.99	\$ 1,400.12
R602196	1		\$ 17,928.99	\$ 1,400.12
R602197	1		\$ 17,928.99	\$ 1,400.12
R602198	1		\$ 17,928.99	\$ 1,400.12
R602199	Non-Benefited		\$ -	\$ -
R602200	1		\$ 17,928.99	\$ 1,400.12
R602201	1		\$ 17,928.99	\$ 1,400.12
R602202	1		\$ 17,928.99	\$ 1,400.12
R602203	1		\$ 17,928.99	\$ 1,400.12
R602204	1		\$ 17,928.99	\$ 1,400.12
R602205	1		\$ 17,928.99	\$ 1,400.12
R602206	Non-Benefited		\$ -	\$ -
R602207	Non-Benefited		\$ -	\$ -
R602208	1		\$ 17,928.99	\$ 1,400.12
R602209	1		\$ 17,928.99	\$ 1,400.12
R602210	1		\$ 17,928.99	\$ 1,400.12
R602211	1		\$ 17,928.99	\$ 1,400.12
R602212	1		\$ 17,928.99	\$ 1,400.12
R602213	1		\$ 17,928.99	\$ 1,400.12
R602214	1		\$ 17,928.99	\$ 1,400.12
R602215	Non-Benefited		\$ -	\$ -
R602218	1		\$ 17,928.99	\$ 1,400.12
R602247	1		\$ 17,928.99	\$ 1,400.12
R602248	1		\$ 17,928.99	\$ 1,400.12
R602249	1		\$ 17,928.99	\$ 1,400.12
R602250	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R602251	1		\$ 17,928.99	\$ 1,400.12
R602252	1		\$ 17,928.99	\$ 1,400.12
R602253	1		\$ 17,928.99	\$ 1,400.12
R602254	1		\$ 17,928.99	\$ 1,400.12
R602255	1		\$ 17,928.99	\$ 1,400.12
R602256	1		\$ 17,928.99	\$ 1,400.12
R602257	Non-Benefited		\$ -	\$ -
R602258	1		\$ 17,928.99	\$ 1,400.12
R602259	1		\$ 17,928.99	\$ 1,400.12
R602260	1		\$ 17,928.99	\$ 1,400.12
R602261	1		\$ 17,928.99	\$ 1,400.12
R602262	1		\$ 17,928.99	\$ 1,400.12
R602263	1		\$ 17,928.99	\$ 1,400.12
R602264	1		\$ 17,928.99	\$ 1,400.12
R602265	1		\$ 17,928.99	\$ 1,400.12
R602266	1		\$ 17,928.99	\$ 1,400.12
R602267	1		\$ 17,928.99	\$ 1,400.12
R602268	1		\$ 17,928.99	\$ 1,400.12
R602269	1		\$ 17,928.99	\$ 1,400.12
R602270	1		\$ 17,928.99	\$ 1,400.12
R602271	1		\$ 17,928.99	\$ 1,400.12
R602272	1		\$ 17,928.99	\$ 1,400.12
R602273	1		\$ 17,928.99	\$ 1,400.12
R602274	1		\$ 17,928.99	\$ 1,400.12
R602275	1		\$ 17,928.99	\$ 1,400.12
R602276	1		\$ 17,928.99	\$ 1,400.12
R602277	1		\$ 17,928.99	\$ 1,400.12
R602278	1		\$ 17,928.99	\$ 1,400.12
R602279	1		\$ 17,928.99	\$ 1,400.12
R602280	1		\$ 17,928.99	\$ 1,400.12
R602281	1		\$ 17,928.99	\$ 1,400.12
R602282	1		\$ 17,928.99	\$ 1,400.12
R602283	1		\$ 17,928.99	\$ 1,400.12
R602284	1		\$ 17,928.99	\$ 1,400.12
R602285	1		\$ 17,928.99	\$ 1,400.12
R602286	1		\$ 17,928.99	\$ 1,400.12
R602287	1		\$ 17,928.99	\$ 1,400.12
R602288	1		\$ 17,928.99	\$ 1,400.12
R602289	1		\$ 17,928.99	\$ 1,400.12
R602290	Non-Benefited		\$ -	\$ -

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R602291	1		\$ 17,928.99	\$ 1,400.12
R602292	1		\$ 17,928.99	\$ 1,400.12
R602293	1		\$ 17,928.99	\$ 1,400.12
R602294	1		\$ 17,928.99	\$ 1,400.12
R602295	1		\$ 17,928.99	\$ 1,400.12
R602296	1		\$ 17,928.99	\$ 1,400.12
R602297	1		\$ 17,928.99	\$ 1,400.12
R602298	Non-Benefited		\$ -	\$ -
R602299	1		\$ 17,928.99	\$ 1,400.12
R602300	1		\$ 17,928.99	\$ 1,400.12
R602301	1		\$ 17,928.99	\$ 1,400.12
R602302	1		\$ 17,928.99	\$ 1,400.12
R602303	1		\$ 17,928.99	\$ 1,400.12
R602304	1		\$ 17,928.99	\$ 1,400.12
R602305	1		\$ 17,928.99	\$ 1,400.12
R602306	1		\$ 17,928.99	\$ 1,400.12
R602307	1		\$ 17,928.99	\$ 1,400.12
R602308	1		\$ 17,928.99	\$ 1,400.12
R602309	1		\$ 17,928.99	\$ 1,400.12
R602310	1		\$ 17,928.99	\$ 1,400.12
R602311	Non-Benefited		\$ -	\$ -
R602312	1		\$ 17,928.99	\$ 1,400.12
R602313	1		\$ 17,928.99	\$ 1,400.12
R602314	1		\$ 17,928.99	\$ 1,400.12
R602315	1		\$ 17,928.99	\$ 1,400.12
R602316	1		\$ 17,928.99	\$ 1,400.12
R602317	1		\$ 17,928.99	\$ 1,400.12
R602318	1		\$ 17,928.99	\$ 1,400.12
R602319	1		\$ 17,928.99	\$ 1,400.12
R602320	1		\$ 17,928.99	\$ 1,400.12
R602321	1		\$ 17,928.99	\$ 1,400.12
R602322	1		\$ 17,928.99	\$ 1,400.12
R602323	1		\$ 17,928.99	\$ 1,400.12
R602324	1		\$ 17,928.99	\$ 1,400.12
R602325	1		\$ 17,928.99	\$ 1,400.12
R602326	1		\$ 17,928.99	\$ 1,400.12
R602327	1		\$ 17,928.99	\$ 1,400.12
R602328	1		\$ 17,928.99	\$ 1,400.12
R602329	1		\$ 17,928.99	\$ 1,400.12
R602330	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R602331	1		\$ 17,928.99	\$ 1,400.12
R602332	1		\$ 17,928.99	\$ 1,400.12
R602333	1		\$ 17,928.99	\$ 1,400.12
R602334	1		\$ 17,928.99	\$ 1,400.12
R602335	1		\$ 17,928.99	\$ 1,400.12
R602336	1		\$ 17,928.99	\$ 1,400.12
R602337	Non-Benefited		\$ -	\$ -
R602338	1		\$ 17,928.99	\$ 1,400.12
R602339	1		\$ 17,928.99	\$ 1,400.12
R602340	1		\$ 17,928.99	\$ 1,400.12
R602341	1		\$ 17,928.99	\$ 1,400.12
R616565	1		\$ 17,928.99	\$ 1,400.12
R616566	Non-Benefited		\$ -	\$ -
R616567	Non-Benefited		\$ -	\$ -
R616568	Non-Benefited		\$ -	\$ -
R616569	1		\$ 17,928.99	\$ 1,400.12
R616570	1		\$ 17,928.99	\$ 1,400.12
R616571	Non-Benefited		\$ -	\$ -
R616572	1		\$ 17,928.99	\$ 1,400.12
R616573	1		\$ 17,928.99	\$ 1,400.12
R616574	1		\$ 17,928.99	\$ 1,400.12
R616575	1		\$ 17,928.99	\$ 1,400.12
R616576	1		\$ 17,928.99	\$ 1,400.12
R616577	1		\$ 17,928.99	\$ 1,400.12
R616578	1		\$ 17,928.99	\$ 1,400.12
R616579	1		\$ 17,928.99	\$ 1,400.12
R616580	1		\$ 17,928.99	\$ 1,400.12
R616581	Non-Benefited		\$ -	\$ -
R616582	1		\$ 17,928.99	\$ 1,400.12
R616583	1		\$ 17,928.99	\$ 1,400.12
R616584	1		\$ 17,928.99	\$ 1,400.12
R616585	1		\$ 17,928.99	\$ 1,400.12
R616586	1		\$ 17,928.99	\$ 1,400.12
R616587	Non-Benefited		\$ -	\$ -
R616588	Non-Benefited		\$ -	\$ -
R616589	1		\$ 17,928.99	\$ 1,400.12
R616590	1		\$ 17,928.99	\$ 1,400.12
R616591	1		\$ 17,928.99	\$ 1,400.12
R616592	1		\$ 17,928.99	\$ 1,400.12
R616593	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^[a]
R616594	1		\$ 17,928.99	\$ 1,400.12
R616595	1		\$ 17,928.99	\$ 1,400.12
R616596	1		\$ 17,928.99	\$ 1,400.12
R616597	1		\$ 17,928.99	\$ 1,400.12
R616598	1		\$ 17,928.99	\$ 1,400.12
R616599	1		\$ 17,928.99	\$ 1,400.12
R616600	Non-Benefited		\$ -	\$ -
R616601	Non-Benefited		\$ -	\$ -
R616602	Non-Benefited		\$ -	\$ -
R616603	1		\$ 17,928.99	\$ 1,400.12
R616604	1		\$ 17,928.99	\$ 1,400.12
R616605	1		\$ 17,928.99	\$ 1,400.12
R616606	1		\$ 17,928.99	\$ 1,400.12
R616607	1		\$ 17,928.99	\$ 1,400.12
R616608	1		\$ 17,928.99	\$ 1,400.12
R616609	1		\$ 17,928.99	\$ 1,400.12
R616610	1		\$ 17,928.99	\$ 1,400.12
R616611	1		\$ 17,928.99	\$ 1,400.12
R616612	Non-Benefited		\$ -	\$ -
R616613	1		\$ 17,928.99	\$ 1,400.12
R616614	1		\$ 17,928.99	\$ 1,400.12
R616615	1		\$ 17,928.99	\$ 1,400.12
R616616	1		\$ 17,928.99	\$ 1,400.12
R616617	1		\$ 17,928.99	\$ 1,400.12
R616618	1		\$ 17,928.99	\$ 1,400.12
R616619	1		\$ 17,928.99	\$ 1,400.12
R616620	1		\$ 17,928.99	\$ 1,400.12
R616621	Non-Benefited		\$ -	\$ -
R616622	1		\$ 17,928.99	\$ 1,400.12
R616623	1		\$ 17,928.99	\$ 1,400.12
R616624	1		\$ 17,928.99	\$ 1,400.12
R616625	1		\$ 17,928.99	\$ 1,400.12
R616626	1		\$ 17,928.99	\$ 1,400.12
R616627	1		\$ 17,928.99	\$ 1,400.12
R616628	1		\$ 17,928.99	\$ 1,400.12
R616629	1		\$ 17,928.99	\$ 1,400.12
R616630	1		\$ 17,928.99	\$ 1,400.12
R616631	Non-Benefited		\$ -	\$ -
R616632	1		\$ 17,928.99	\$ 1,400.12
R616633	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R616634	1		\$ 17,928.99	\$ 1,400.12
R616635	1		\$ 17,928.99	\$ 1,400.12
R616636	1		\$ 17,928.99	\$ 1,400.12
R616637	1		\$ 17,928.99	\$ 1,400.12
R616638	1		\$ 17,928.99	\$ 1,400.12
R616639	1		\$ 17,928.99	\$ 1,400.12
R616640	Non-Benefited		\$ -	\$ -
R616641	1		\$ 17,928.99	\$ 1,400.12
R616642	1		\$ 17,928.99	\$ 1,400.12
R616643	1		\$ 17,928.99	\$ 1,400.12
R616644	1		\$ 17,928.99	\$ 1,400.12
R616645	1		\$ 17,928.99	\$ 1,400.12
R616646	1		\$ 17,928.99	\$ 1,400.12
R616647	1		\$ 17,928.99	\$ 1,400.12
R616648	1		\$ 17,928.99	\$ 1,400.12
R616649	Non-Benefited		\$ -	\$ -
R616650	1		\$ 17,928.99	\$ 1,400.12
R616651	1		\$ 17,928.99	\$ 1,400.12
R616652	1		\$ 17,928.99	\$ 1,400.12
R616653	1		\$ 17,928.99	\$ 1,400.12
R616654	1		\$ 17,928.99	\$ 1,400.12
R616655	1		\$ 17,928.99	\$ 1,400.12
R616656	1		\$ 17,928.99	\$ 1,400.12
R616657	1		\$ 17,928.99	\$ 1,400.12
R616658	1		\$ 17,928.99	\$ 1,400.12
R616659	1		\$ 17,928.99	\$ 1,400.12
R616660	1		\$ 17,928.99	\$ 1,400.12
R616661	1		\$ 17,928.99	\$ 1,400.12
R616662	1		\$ 17,928.99	\$ 1,400.12
R616663	1		\$ 17,928.99	\$ 1,400.12
R616664	1		\$ 17,928.99	\$ 1,400.12
R616665	1		\$ 17,928.99	\$ 1,400.12
R616666	1		\$ 17,928.99	\$ 1,400.12
R616667	1		\$ 17,928.99	\$ 1,400.12
R616668	Non-Benefited		\$ -	\$ -
R616669	1		\$ 17,928.99	\$ 1,400.12
R616670	1		\$ 17,928.99	\$ 1,400.12
R616671	1		\$ 17,928.99	\$ 1,400.12
R616672	1		\$ 17,928.99	\$ 1,400.12
R616673	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R616674	1		\$ 17,928.99	\$ 1,400.12
R616675	1		\$ 17,928.99	\$ 1,400.12
R616676	1		\$ 17,928.99	\$ 1,400.12
R616677	Non-Benefited		\$ -	\$ -
R616678	1		\$ 17,928.99	\$ 1,400.12
R616679	1		\$ 17,928.99	\$ 1,400.12
R616680	1		\$ 17,928.99	\$ 1,400.12
R616681	1		\$ 17,928.99	\$ 1,400.12
R616682	1		\$ 17,928.99	\$ 1,400.12
R616683	1		\$ 17,928.99	\$ 1,400.12
R616684	1		\$ 17,928.99	\$ 1,400.12
R616685	1		\$ 17,928.99	\$ 1,400.12
R616686	1		\$ 17,928.99	\$ 1,400.12
R616687	Non-Benefited		\$ -	\$ -
R616688	Non-Benefited		\$ -	\$ -
R616689	1		\$ 17,928.99	\$ 1,400.12
R616690	1		\$ 17,928.99	\$ 1,400.12
R617894	1		\$ 17,928.99	\$ 1,400.12
R617895	1		\$ 17,928.99	\$ 1,400.12
R617896	Non-Benefited		\$ -	\$ -
R617897	1		\$ 17,928.99	\$ 1,400.12
R617898	1		\$ 17,928.99	\$ 1,400.12
R617899	1		\$ 17,928.99	\$ 1,400.12
R617900	Non-Benefited		\$ -	\$ -
R617901	1		\$ 17,928.99	\$ 1,400.12
R617902	1		\$ 17,928.99	\$ 1,400.12
R617903	1		\$ 17,928.99	\$ 1,400.12
R617904	1		\$ 17,928.99	\$ 1,400.12
R617905	1		\$ 17,928.99	\$ 1,400.12
R617906	1		\$ 17,928.99	\$ 1,400.12
R617907	1		\$ 17,928.99	\$ 1,400.12
R617908	1		\$ 17,928.99	\$ 1,400.12
R617909	1		\$ 17,928.99	\$ 1,400.12
R617910	Non-Benefited		\$ -	\$ -
R617911	1		\$ 17,928.99	\$ 1,400.12
R617912	1		\$ 17,928.99	\$ 1,400.12
R617913	1		\$ 17,928.99	\$ 1,400.12
R617914	1		\$ 17,928.99	\$ 1,400.12
R617915	1		\$ 17,928.99	\$ 1,400.12
R617916	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^[a]
R617917	1		\$ 17,928.99	\$ 1,400.12
R617918	1		\$ 17,928.99	\$ 1,400.12
R617919	1		\$ 17,928.99	\$ 1,400.12
R617920	1		\$ 17,928.99	\$ 1,400.12
R617921	1		\$ 17,928.99	\$ 1,400.12
R617922	1		\$ 17,928.99	\$ 1,400.12
R617923	1		\$ 17,928.99	\$ 1,400.12
R617924	1		\$ 17,928.99	\$ 1,400.12
R617925	1		\$ 17,928.99	\$ 1,400.12
R617926	1		\$ 17,928.99	\$ 1,400.12
R617927	1		\$ 17,928.99	\$ 1,400.12
R617928	1		\$ 17,928.99	\$ 1,400.12
R617929	Non-Benefited		\$ -	\$ -
R617930	1		\$ 17,928.99	\$ 1,400.12
R617931	1		\$ 17,928.99	\$ 1,400.12
R617932	1		\$ 17,928.99	\$ 1,400.12
R617933	1		\$ 17,928.99	\$ 1,400.12
R617934	1		\$ 17,928.99	\$ 1,400.12
R617935	1		\$ 17,928.99	\$ 1,400.12
R617936	1		\$ 17,928.99	\$ 1,400.12
R617937	1		\$ 17,928.99	\$ 1,400.12
R617938	1		\$ 17,928.99	\$ 1,400.12
R617939	1		\$ 17,928.99	\$ 1,400.12
R617940	1		\$ 17,928.99	\$ 1,400.12
R617941	1		\$ 17,928.99	\$ 1,400.12
R617942	1		\$ 17,928.99	\$ 1,400.12
R617943	Non-Benefited		\$ -	\$ -
R617944	1		\$ 17,928.99	\$ 1,400.12
R617945	1		\$ 17,928.99	\$ 1,400.12
R617946	1		\$ 17,928.99	\$ 1,400.12
R617947	Non-Benefited		\$ -	\$ -
R617948	1		\$ 17,928.99	\$ 1,400.12
R617949	1		\$ 17,928.99	\$ 1,400.12
R617950	1		\$ 17,928.99	\$ 1,400.12
R617951	1		\$ 17,928.99	\$ 1,400.12
R617952	1		\$ 17,928.99	\$ 1,400.12
R617953	1		\$ 17,928.99	\$ 1,400.12
R617954	1		\$ 17,928.99	\$ 1,400.12
R617955	1		\$ 17,928.99	\$ 1,400.12
R617956	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special	Annual Installment
			Assessment	Due 1/31/24 ^[a]
R617957	1		\$ 17,928.99	\$ 1,400.12
R617958	1		\$ 17,928.99	\$ 1,400.12
R617959	1		\$ 17,928.99	\$ 1,400.12
R617960	Non-Benefited		\$ -	\$ -
R617961	1		\$ 17,928.99	\$ 1,400.12
R617962	1		\$ 17,928.99	\$ 1,400.12
R617963	1		\$ 17,928.99	\$ 1,400.12
R617964	1		\$ 17,928.99	\$ 1,400.12
R617965	1		\$ 17,928.99	\$ 1,400.12
R617966	1		\$ 17,928.99	\$ 1,400.12
R617967	1		\$ 17,928.99	\$ 1,400.12
R617968	1		\$ 17,928.99	\$ 1,400.12
R617969	Non-Benefited		\$ -	\$ -
R617970	1		\$ 17,928.99	\$ 1,400.12
R617971	1		\$ 17,928.99	\$ 1,400.12
R617972	1		\$ 17,928.99	\$ 1,400.12
R617973	1		\$ 17,928.99	\$ 1,400.12
R617974	1		\$ 17,928.99	\$ 1,400.12
R617975	1		\$ 17,928.99	\$ 1,400.12
R617976	1		\$ 17,928.99	\$ 1,400.12
R617977	1		\$ 17,928.99	\$ 1,400.12
R617978	1		\$ 17,928.99	\$ 1,400.12
R617979	1		\$ 17,928.99	\$ 1,400.12
R617980	1		\$ 17,928.99	\$ 1,400.12
R617981	1		\$ 17,928.99	\$ 1,400.12
R617982	1		\$ 17,928.99	\$ 1,400.12
R617983	1		\$ 17,928.99	\$ 1,400.12
R617984	1		\$ 17,928.99	\$ 1,400.12
R617985	1		\$ 17,928.99	\$ 1,400.12
R617986	1		\$ 17,928.99	\$ 1,400.12
R617987	1		\$ 17,928.99	\$ 1,400.12
R617988	Non-Benefited		\$ -	\$ -
R617989	1		\$ 17,928.99	\$ 1,400.12
R617990	1		\$ 17,928.99	\$ 1,400.12
R617991	1		\$ 17,928.99	\$ 1,400.12
R617992	1		\$ 17,928.99	\$ 1,400.12
R617993	1		\$ 17,928.99	\$ 1,400.12
R617994	1		\$ 17,928.99	\$ 1,400.12
R617995	1		\$ 17,928.99	\$ 1,400.12
R617996	1		\$ 17,928.99	\$ 1,400.12

			Mustang Creek PID	
Property ID	Lot Type	Notes	Outstanding Special Assessment	Annual Installment Due 1/31/24 ^[a]
R617997	1		\$ 17,928.99	\$ 1,400.12
R617998	Non-Benefited		\$ -	\$ -
R617999	1		\$ 17,928.99	\$ 1,400.12
R618000	1		\$ 17,928.99	\$ 1,400.12
R618001	1		\$ 17,928.99	\$ 1,400.12
R618002	1		\$ 17,928.99	\$ 1,400.12
R618003	1		\$ 17,928.99	\$ 1,400.12
R618004	1		\$ 17,928.99	\$ 1,400.12
R618005	1		\$ 17,928.99	\$ 1,400.12
R633352	Non-Benefited		\$ -	\$ -
Total			\$ 9,013,341.76	\$ 703,874.56

Notes:

[a] Totals may not sum due to rounding.

[b] Prepaid in full.

[c] Partially prepaid \$5,000.00 of Assessment.

EXHIBIT B – SPECIAL ASSESSMENT DEBT SERVICE SCHEDULE

Installments Due 1/31	Principal ^[a]	Interest ^[a]	Administrative Expenses	Annual Installment ^[b]
2024	\$ 114,030.20	\$ 553,307.02	\$ 36,536.24	\$ 703,873.47
2025	\$ 118,988.04	\$ 546,354.02	\$ 37,266.96	\$ 702,609.02
2026	\$ 128,903.71	\$ 539,098.72	\$ 38,012.30	\$ 706,014.73
2027	\$ 133,861.54	\$ 531,238.83	\$ 38,772.55	\$ 703,872.92
2028	\$ 138,819.38	\$ 523,076.63	\$ 39,548.00	\$ 701,444.00
2029	\$ 148,735.05	\$ 514,612.12	\$ 40,338.96	\$ 703,686.12
2030	\$ 158,650.72	\$ 505,542.99	\$ 41,145.74	\$ 705,339.44
2031	\$ 163,608.55	\$ 495,869.26	\$ 41,968.66	\$ 701,446.46
2032	\$ 173,524.22	\$ 485,893.22	\$ 42,808.03	\$ 702,225.47
2033	\$ 183,439.89	\$ 475,312.59	\$ 43,664.19	\$ 702,416.67
2034	\$ 193,355.56	\$ 464,127.34	\$ 44,537.47	\$ 702,020.37
2035	\$ 208,229.06	\$ 452,337.48	\$ 45,428.22	\$ 705,994.77
2036	\$ 218,144.73	\$ 439,640.73	\$ 46,336.79	\$ 704,122.25
2037	\$ 228,060.40	\$ 426,339.35	\$ 47,263.52	\$ 701,663.28
2038	\$ 242,933.91	\$ 412,433.36	\$ 48,208.79	\$ 703,576.06
2039	\$ 257,807.41	\$ 397,620.46	\$ 49,172.97	\$ 704,600.84
2040	\$ 272,680.92	\$ 381,900.65	\$ 50,156.43	\$ 704,738.00
2041	\$ 287,554.42	\$ 365,273.94	\$ 51,159.56	\$ 703,987.92
2042	\$ 302,427.93	\$ 347,740.32	\$ 52,182.75	\$ 702,350.99
2043	\$ 322,259.27	\$ 329,299.77	\$ 53,226.40	\$ 704,785.44
2044	\$ 337,132.77	\$ 309,650.01	\$ 54,290.93	\$ 701,073.71
2045	\$ 356,964.11	\$ 289,093.33	\$ 55,376.75	\$ 701,434.20
2046	\$ 376,795.45	\$ 267,327.45	\$ 56,484.28	\$ 700,607.18
2047	\$ 401,584.63	\$ 244,352.35	\$ 57,613.97	\$ 703,550.94
2048	\$ 426,373.80	\$ 219,865.72	\$ 58,766.25	\$ 705,005.77
2049	\$ 451,162.97	\$ 193,867.59	\$ 59,941.57	\$ 704,972.13
2050	\$ 475,952.15	\$ 166,357.93	\$ 61,140.41	\$ 703,450.48
2051	\$ 500,741.32	\$ 137,336.75	\$ 62,363.21	\$ 700,441.28
2052	\$ 530,488.33	\$ 106,804.04	\$ 63,610.48	\$ 700,902.85
2053	\$ 565,193.18	\$ 74,457.52	\$ 64,882.69	\$ 704,533.38
2054	\$ 594,940.19	\$ 39,994.85	\$ 66,180.34	\$ 701,115.38
Total	\$9,013,343.81	\$11,236,126.31	\$1,548,385.42	\$21,797,855.53

Notes:

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule and net of prepayments received to date.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT C – LOT TYPE MAP

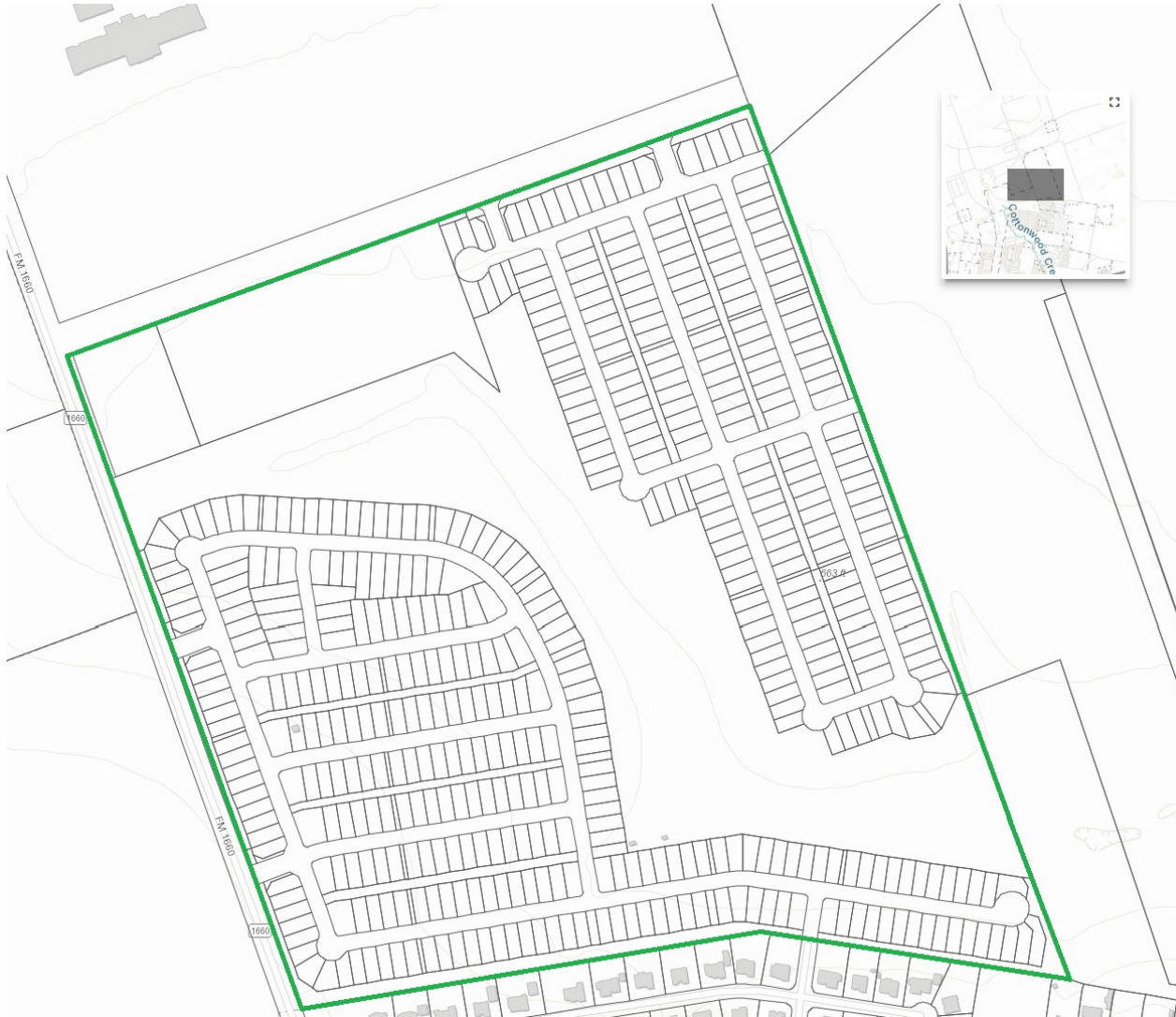


EXHIBIT D - BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Parcel R599935

MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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: \$17,928.99

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	Principal ^[a]		Interest ^[a]		Administrative Expenses	Annual Installment ^[b]
Due 1/31						
2024	\$	226.82	\$	1,100.62	\$	72.68
2025	\$	236.69	\$	1,086.79	\$	74.13
2026	\$	256.41	\$	1,072.35	\$	75.61
2027	\$	266.27	\$	1,056.72	\$	77.12
2028	\$	276.13	\$	1,040.48	\$	78.67
2029	\$	295.86	\$	1,023.65	\$	80.24
2030	\$	315.58	\$	1,005.61	\$	81.85
2031	\$	325.44	\$	986.36	\$	83.48
2032	\$	345.17	\$	966.52	\$	85.15
2033	\$	364.89	\$	945.47	\$	86.86
2034	\$	384.62	\$	923.22	\$	88.59
2035	\$	414.20	\$	899.77	\$	90.36
2036	\$	433.93	\$	874.52	\$	92.17
2037	\$	453.65	\$	848.06	\$	94.01
2038	\$	483.23	\$	820.40	\$	95.90
2039	\$	512.82	\$	790.93	\$	97.81
2040	\$	542.41	\$	759.66	\$	99.77
2041	\$	571.99	\$	726.59	\$	101.76
2042	\$	601.58	\$	691.71	\$	103.80
2043	\$	641.03	\$	655.03	\$	105.88
2044	\$	670.61	\$	615.94	\$	107.99
2045	\$	710.06	\$	575.05	\$	110.15
2046	\$	749.51	\$	531.76	\$	112.36
2047	\$	798.82	\$	486.06	\$	114.60
2048	\$	848.13	\$	437.35	\$	116.90
2049	\$	897.44	\$	385.63	\$	119.23
2050	\$	946.75	\$	330.91	\$	121.62
2051	\$	996.06	\$	273.18	\$	124.05
2052	\$	1,055.23	\$	212.45	\$	126.53
2053	\$	1,124.26	\$	148.11	\$	129.06
2054	\$	1,183.43	\$	79.56	\$	131.64
Total	\$	17,928.99	\$	22,350.47	\$	3,079.99
					\$	43,359.45

Notes:

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule and net of prepayments received to date.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT - PARCEL R599935 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 R599935 PRINCIPAL ASSESSMENT: \$12,988.78

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 ***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 - PARCEL R599935

Installments Due 1/31	Principal ^[a]	Interest ^[a]	Administrative Expenses	Annual Installment ^[b]
2024	\$ 164.32	\$ 797.35	\$ 52.65	\$ 1,014.32
2025	\$ 171.47	\$ 787.33	\$ 53.70	\$ 1,012.50
2026	\$ 185.76	\$ 776.87	\$ 54.78	\$ 1,017.41
2027	\$ 192.90	\$ 765.55	\$ 55.87	\$ 1,014.32
2028	\$ 200.05	\$ 753.79	\$ 56.99	\$ 1,010.82
2029	\$ 214.34	\$ 741.59	\$ 58.13	\$ 1,014.05
2030	\$ 228.63	\$ 728.52	\$ 59.29	\$ 1,016.44
2031	\$ 235.77	\$ 714.58	\$ 60.48	\$ 1,010.83
2032	\$ 250.06	\$ 700.20	\$ 61.69	\$ 1,011.95
2033	\$ 264.35	\$ 684.95	\$ 62.92	\$ 1,012.23
2034	\$ 278.64	\$ 668.84	\$ 64.18	\$ 1,011.65
2035	\$ 300.07	\$ 651.85	\$ 65.46	\$ 1,017.38
2036	\$ 314.36	\$ 633.55	\$ 66.77	\$ 1,014.68
2037	\$ 328.65	\$ 614.38	\$ 68.11	\$ 1,011.14
2038	\$ 350.08	\$ 594.34	\$ 69.47	\$ 1,013.90
2039	\$ 371.52	\$ 573.00	\$ 70.86	\$ 1,015.37
2040	\$ 392.95	\$ 550.34	\$ 72.28	\$ 1,015.57
2041	\$ 414.38	\$ 526.38	\$ 73.72	\$ 1,014.49
2042	\$ 435.82	\$ 501.11	\$ 75.20	\$ 1,012.13
2043	\$ 464.40	\$ 474.54	\$ 76.70	\$ 1,015.64
2044	\$ 485.83	\$ 446.22	\$ 78.24	\$ 1,010.29
2045	\$ 514.41	\$ 416.60	\$ 79.80	\$ 1,010.81
2046	\$ 542.99	\$ 385.24	\$ 81.40	\$ 1,009.62
2047	\$ 578.71	\$ 352.13	\$ 83.03	\$ 1,013.86
2048	\$ 614.43	\$ 316.84	\$ 84.69	\$ 1,015.96
2049	\$ 650.15	\$ 279.37	\$ 86.38	\$ 1,015.91
2050	\$ 685.88	\$ 239.73	\$ 88.11	\$ 1,013.71
2051	\$ 721.60	\$ 197.91	\$ 89.87	\$ 1,009.38
2052	\$ 764.47	\$ 153.91	\$ 91.67	\$ 1,010.04
2053	\$ 814.48	\$ 107.30	\$ 93.50	\$ 1,015.28
2054	\$ 857.34	\$ 57.64	\$ 95.37	\$ 1,010.35
Total	\$12,988.78	\$16,191.94	\$ 2,231.32	\$ 31,412.04

Notes:

[a] Per the City and Corporation Interlocal Agreement Debt Service Schedule and net of prepayments received to date.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, interest earnings, or other available offsets could increase or decrease the amounts shown.

AGENDA ITEM REPORT

13.9.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2023-047 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Co-Op Public Improvement District (Anne LaMere)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 3, 2023

Department: Finance /

Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

Pursuant to Texas Local Government Code Chapter 372, the PID Act, the annual service plan must be reviewed and updated annually. This document is the Annual Service Plan Update including updated assessment rolls for the Co-Op Public Improvement District.

Second reading can be waived pursuant to Hutto Charter Section 3.13 because an assessment is not a tax. The assessment against the property owners within the PID is for the specific types of improvements within the SAP, which are financed by the assessment.

SUMMARY OF REQUEST:

Approval of the Ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No fiscal impact to the City from the revised Service and Assessment Plan. The numbers in the revised plan will be used in the budget process to record the expected transactions for which the City serves as a fiduciary.

ATTACHMENTS:

1. Co_Op_PID
2. Hutto Co-Op_2023 SAP Update_Ordinance_Final

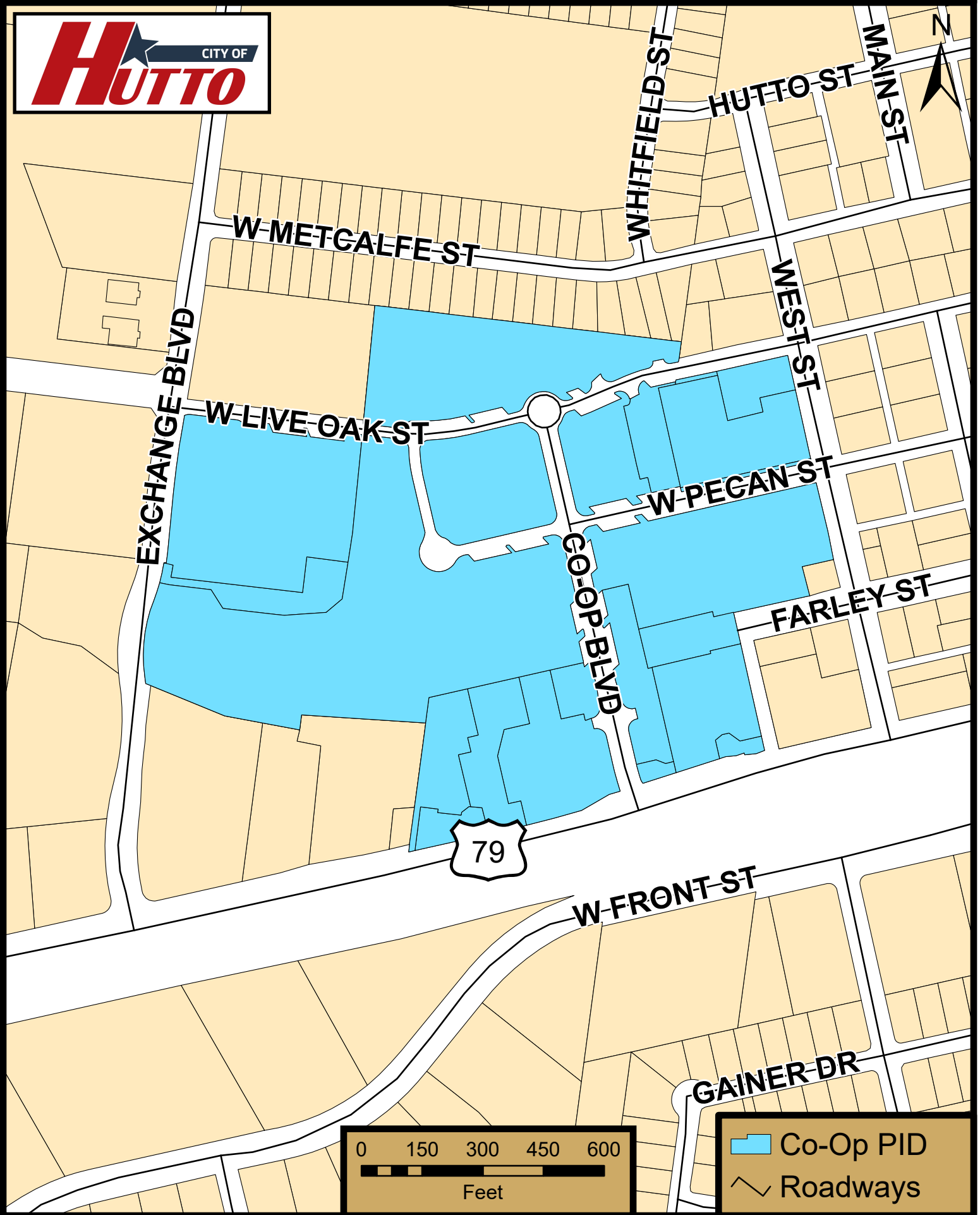
AGENDA ITEM REPORT

13.9.



3. 2023-07-12_HUT_Co-Op_2023 SAP Update_Final

Co-Op PID



ORDINANCE NO. O-2023-047

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS CONSIDERATION AND POSSIBLE ACTION RELATING TO ORDINANCE NO 2023-047 ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLLS FOR THE HUTTO CO-OP PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 7, 2018, after due notice, the City Council (the "City Council") of the City of Hutto (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and on June 7, 2018 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Hutto Co-Op Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, the City Council convened the hearing on the August 16, 2018, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Special Assessment, and to offer testimony pertinent to any issue presented on the amount of the Special Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Special Assessment, the special benefits of the Special Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessments; and

WHEREAS, on December 6, 2018, the City Council adopted Ordinance No. O-18-12-06-9A accepting and approving the Service and Assessment Plan and Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying Special Assessments against certain property within the corporate limits of the City and establishing a lien on such property; providing for payment of the Special Assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of Special Assessment and the payment of the Special Assessment; providing penalties and interest on delinquent Special Assessments; providing for severability and providing an effective date; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Rolls (each an "Annual Service Plan Update"); and

WHEREAS, on July 3, 2019, the City Council approved the 2020 Annual Service Plan Update for the District by an ordinance, which updated the Assessment Roll for 2020; and

WHEREAS, on September 2, 2021, the City Council approved the 2021 Annual Service

Plan Update for the District by adopting Ordinance O-2021-050, which updated the Assessment Roll for 2021; and

WHEREAS, on August 18, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by adopting Ordinance 2022-034, which updated the Assessment Roll for 2022; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023, in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "Hutto Co-Op Public Improvement District 2023 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Rolls with the Williamson County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2023, to be filed with the County Clerk of Williamson County to be recorded in the real property records of Williamson County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2023.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances.

SECTION 9. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

PASSED & APPROVED this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 3rd day of August 2023, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A

Hutto Co-Op Public Improvement District 2023 Annual Service Plan Update



HUTTO CO-OP
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE
AUGUST 3, 2023

INTRODUCTION

Capitalized terms used in this 2023 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.

On September 2, 2021, the City approved the 2021 Annual Service Plan Update for the PID by adopting Ordinance No. O-2021-050. The 2021 Annual Service Plan Update also updated the Special Assessment Roll for 2021.

On August 18, 2022, the City approved the 2022 Annual Service Plan Update for the PID by adopting Ordinance No. 2022-034. The 2022 Annual Service Plan Update also updated the Special Assessment Roll for 2022.

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 2023. This Annual Service Plan Update also updates the Assessment Roll for 2023.

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.

DEVELOPMENT STATUS

As of June 30, 2023, seven leases have been issued within the PID, as shown below.

Executed Leases as of June 30, 2023					
Lot #	Property Type	SqFt	Term	Price/SqFt	
6A-2	Restaurant	3,500	\$	16.00	[a]
4B	Restaurant	5,500	\$	18.63	[b]
6A-4 Resub, Lot 1	Restaurant	6,000	\$	30.00	[c]
6A-4 Resub, Lot 2	Retail	2,200	\$	22.67	[d]
6A-4 Resub, Lot 2	Retail	3,000	\$	36.00	[e]
7	Restaurant	7,000	\$	30.00	[f]
6A-4 Resub, Lot 2	LOI	2,200	\$	36.00	[g]

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

[b] Reflects year 1 at \$37.27/SqFt with 6 months free rent, which began in November 2020.

[c] For the entire 6,000 SqFt at \$30.00/SqFt with no free rent allowance.

[d] For 2,200 SqFt of the 11,995 SqFt. The lease is for \$34.00 per/SqFt with 4 months free rent.

[e] For 3,000 SqFt of the 11,995 SqFt. The lease is for \$36.00 per/SqFt with no free rent allowance.

[f] For 7,000 SqFt of the Building #13. The lease is for \$30.00 per/SqFt with no free rent allowance.

[g] For 2,200 SqFt of the 11,995 SqFt. The lease is for \$36.00 per/SqFt with no free rent allowance.

On May 6, 2022, a construction loan with Independent Financial in the amount of \$6,800,000 and a permanent loan with Independent Financial in the amount of \$2,317,000 was closed by 79 Alpha District Development, LLC, an entity 100% owned by 420 US 79, Ltd.. The vertical construction loan covers three (3) buildings within the district. The three (3) buildings covered in the loan commitment are Buildings 1A, 1B, and 3/4, comprising 21,495 square feet of vertical construction. The permanent loan is for Building 5, comprising 5,500 square feet of completed construction.

The closing of the construction loan and the permanent loan required the payoff of the existing construction loan with Broadway Bank. 79 Alpha received a full release of lien on all parcels from Broadway Bank, as a result of the payoff. The Independent Financial construction loan is secured by a First Lien Deed of Trust on Lot 6A-2 of the Resubdivision of Lots 4A, 4B, 5A & 6A of the Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 acre tract and Lots 1 & 2 of the Resubdivision of Lot 6A-4 of the Co-Op District. The Independent Financial permanent loan is secured by a First Lien Deed of Trust on Lot 4B of the Resubdivision of Lots 4A, 4B, 5A & 6A of the Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 acre tract.

As of June 14, 2023, there have been \$2,129,621 in funds advanced against the permanent loan and \$5,260,711 in funds advanced against the construction loan.

Status of Vertical Construction

Lot #	Building #	Planned Building SqFt	Percent of District SqFt	Estimated Completion Date ^[a]	
6A-2	1A	3,491	0.50%	Complete	
6A-4	1B ^[c]	6,328	0.90%	Complete	
6A-4	2	12,000	1.71%	TBD	
6A-4	3 ^[c]	6,000	0.86%	Complete	[b]
6A-4	4 ^[c]	5,955	0.85%	Complete	[b]
4B	5	5,500	0.79%	Complete	
6A-1	6	20,000	2.86%	TBD	
4E	7	33,000	4.71%	TBD	
5A	8	-	0.00%	TBD	
4A	9	152,000	21.71%	TBD	
4A	10	45,000	6.43%	TBD	
4A	11	28,000	4.00%	TBD	
6A-1	12	66,000	9.42%	TBD	
7	13	75,000	10.71%	TBD	
7	14	36,000	5.14%	TBD	
3	15	39,000	5.57%	TBD	
Church	16	124,000	17.71%	TBD	
Church	17	-	0.00%	TBD	
9	18	39,000	5.57%	TBD	
8	19	4,000	0.57%	TBD	
Total		700,274	100.00%		

[a] As of 6/30/2023.

[b] These two buildings have been combined into one building.

[c] The Developer has completed the shell building.

The Tenants are responsible for interior fit and finish.

AUTHORIZED IMPROVEMENTS

Per the Quarterly Report dated June 30, 2023, the Authorized Improvements listed in the 2021 SAP for the PID are substantially complete. The budget for the Authorized Improvements remains unchanged as shown in the table below.

	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 Costs⁴	\$ -	\$ 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 June 30, 2023.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$17,205,000.00¹. The Assessment Roll is attached as **Exhibit A**.

¹ Net of \$195,000.00 PID Bonds principal payment due September 30, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

TIRZ ANNUAL CREDIT

The TIRZ No. 1 Annual Credit Amount shall only be applied to the principal and interest component of the Annual Installment. Application of qualifying property tax exemptions may decrease or eliminate the amount of the TIRZ No. 1 Annual Credit Amount on a Parcel-by-Parcel basis. The resulting TIRZ No. 1 Annual Credit Amount by Parcel is attached hereto as **Exhibit C**.

ANNUAL INSTALLMENT DUE 1/31/2024

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$1,330,032.50.
 - **TIRZ Credit** – The total principal and interest credit from the TIRZ No. 1 Fund for the Annual Installment is \$64,497.06.
- **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 \$42,392.96.

Due January 31, 2024	
Co-Op PID	
Principal	\$ 210,000.00
Interest	\$ 1,120,032.50
TIRZ No. 1 Annual Credit Amount	\$ (64,497.06)
Administrative Expenses	\$ 42,392.96
Total Annual Installment	\$ 1,307,928.40

Administrative Expenses Breakdown	
PID Administrator	\$ 32,472.96
City Auditor	\$ 2,500.00
Filing Fees	\$ 1,000.00
County Collection	\$ 200.00
Miscellaneous	\$ 1,000.00
Public Finance Authority	\$ 5,220.00
Total Administrative Expenses	\$ 42,392.96

See **Exhibit B** 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.

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		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 210,000.00	\$ 220,000.00	\$ 235,000.00	\$ 250,000.00	\$ 265,000.00
Interest		\$ 1,120,032.50	\$ 1,106,382.50	\$ 1,092,082.50	\$ 1,076,807.50	\$ 1,060,557.50
TIRZ No. 1 Annual Credit Amount [a]		\$ (64,497.06)	\$ (64,497.06)	\$ (64,497.06)	\$ (64,497.06)	\$ (64,497.06)
	(1)	\$ 1,265,535.44	\$ 1,261,885.44	\$ 1,262,585.44	\$ 1,262,310.44	\$ 1,261,060.44
Administrative Expenses [b]	(2)	\$ 42,392.96	\$ 43,240.82	\$ 44,105.64	\$ 44,987.75	\$ 45,887.50
Total Annual Installment	(3) = (1) + (2)	\$ 1,307,928.40	\$ 1,305,126.26	\$ 1,306,691.07	\$ 1,307,298.19	\$ 1,306,947.94

[a] The TIRZ No. 1 Revenue generated by the Assessed Property for the previous Tax Year shall be applied on a Parcel by Parcel basis to reduce the principal required for the Annual Installment due January 31, 2024. The TIRZ No. 1 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 1 Revenue is generated.

[b] Preliminary estimate, Administrative Expenses 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 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

See **Exhibit D** for the Buyer Disclosures for each Assessed Property within the PID.

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot #	Building #	Legal Description	Projected Building SqFt	Co-Op PID			
					Outstanding Special Assessment	Gross Annual Installment	TIRZ Credit	Net Annual Installment due 1/31/24
R590418	6A-2	1A	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 6A-2	3,491	\$ 88,985.89	\$ 7,098.31	\$ (1,950.31)	\$ 5,148.01
R606393	6A-4 Resub, Lot 1	1B	CO-OP DISTRICT (LT 6A-4 RESUB), Lot 1	6,328	\$ 161,301.27	\$ 12,866.84	\$ (3,755.71)	\$ 9,111.13
R606394	6A-4 Resub, Lot 2	2, 3, 4	CO-OP DISTRICT (LT 6A-4 RESUB), Lot 2	23,955	\$ 610,615.03	\$ 48,708.14	\$ (3,842.24)	\$ 44,865.91
R606395	6A-4 Resub, Lot 3	Non Benefitted	CO-OP DISTRICT (LT 6A-4 RESUB), Lot 3	-	\$ -	\$ -	\$ -	\$ -
R590424	4B	5	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4B	5,500	\$ 143,483.70	\$ 11,445.55	\$ (10,846.88)	\$ 598.67
R590417	6A-1	6, 12	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 6A-1	86,000	\$ 1,565,276.72	\$ 124,860.54	\$ (5,810.50)	\$ 119,050.04
R590427	4E	7	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4E	33,000	\$ 860,902.20	\$ 68,673.30	\$ (1,823.02)	\$ 66,850.28
R590428	5A	8	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 5A	6,000	\$ 156,527.67	\$ 12,486.05	\$ (6,993.29)	\$ 5,492.77
R590423	4A	9, 10, 11	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4A	225,000	\$ 5,530,644.43	\$ 441,173.92	\$ (5,329.65)	\$ 435,844.26
R571099	7	13, 14	CO-OP DISTRICT, Lot 7	111,000	\$ 2,895,761.94	\$ 230,992.00	\$ (2,945.92)	\$ 228,046.08
R571095	3	15	CO-OP DISTRICT, Lot 3	39,000	\$ 834,814.25	\$ 66,592.29	\$ (1,875.63)	\$ 64,716.66
R021442	Church [a]	16	Railroad, BLOCK 9, Lot 5 (PT), & LOT 6	124,000	\$ 749,941.69	\$ 59,822.09	\$ (2,417.00)	\$ 57,405.09
R577611	Church [a]	16	RAILROAD ADD (BLK 9 LTS 1-4,5 S PT & 7 AMD), BLOCK 9, Lot 1A (PT) & (S4404) RAILROAD BLK 9, LT 2-5 (PTS) & LT 7 (PT) & PT ALLEY	-	\$ 2,484,963.55	\$ 198,223.03	\$ (6,800.50)	\$ 191,422.53
R584030	9	18	CO-OP DISTRICT (LTS 4-6 & 4.43 AC TR RESUB), Lot 9	39,000	\$ 1,017,429.87	\$ 81,159.35	\$ (8,645.39)	\$ 72,513.96
R584029	8	19	CO-OP DISTRICT (LTS 4-6 & 4.43 AC TR RESUB), Lot 8	4,000	\$ 104,351.78	\$ 8,324.04	\$ (1,461.02)	\$ 6,863.01
R571093	1	17 (City Hall)	CO-OP DISTRICT, Lot 1	-	\$ -	\$ -	\$ -	\$ -
R571094	2	Non Benefitted	CO-OP DISTRICT, Lot 2	-	\$ -	\$ -	\$ -	\$ -
R577612	Church	Non Benefitted	RAILROAD ADD (BLK 9 LTS 1-4,5 S PT & 7 AMD)	-	\$ -	\$ -	\$ -	\$ -
R590419	6A-3	Non Benefitted	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 6A-3	-	\$ -	\$ -	\$ -	\$ -
R590425	4C	Non Benefitted	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4C	-	\$ -	\$ -	\$ -	\$ -
R590426	4D	Non Benefitted	CO-OP DISTRICT (LTS 4A&4B&5A&6A&4.43 TR RESUB), Lot 4D	-	\$ -	\$ -	\$ -	\$ -
Total				706,274	\$ 17,205,000.00	\$ 1,372,425.46	\$ (64,497.06)	\$ 1,307,928.40

[a] Allocated Pro Rata based on acreage for billing purposes. The total Assessment on the Church Property is \$3,234,905.23. On June 2, 2021 the Church Property was transferred to 420 US 79 Ltd.

EXHIBIT B – 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 C – TIRZ CREDIT

Property ID	Acres	2018 Base Value [a]	2022 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	0.81300	\$ 9,090.87	\$ 349,011	0.42198	60%	0.338116	50%	\$ 860.64	\$ 574.66	\$ 565.01	\$ (50.01)	1,950.31
R606393	0.86780	\$ 9,703.64	\$ 666,451	0.42198	60%	0.338116	50%	\$ 1,662.81	\$ 1,110.28	\$ 1,078.92	\$ (96.30)	3,755.71
R606394	1.57290	\$ 17,587.99	\$ 687,343	0.42198	60%	0.338116	50%	\$ 1,695.74	\$ 1,132.27	\$ 1,112.74	\$ (98.52)	3,842.24
R606395 [d]	0.29990	NA										
R590424	1.25730	\$ 14,058.98	\$ 1,914,686	0.42198	60%	0.338116	50%	\$ 4,812.16	\$ 3,213.16	\$ 3,099.69	\$ (278.13)	10,846.88
R590417	8.52140	\$ 95,285.27	\$ 1,089,100	0.42198	60%	0.338116	50%	\$ 2,516.22	\$ 1,680.12	\$ 1,763.15	\$ (148.99)	5,810.50
R590427	0.80270	\$ 8,975.70	\$ 326,578	0.42198	60%	0.338116	50%	\$ 804.13	\$ 536.93	\$ 528.70	\$ (46.74)	1,823.02
R590428	0.51600	\$ 5,769.85	\$ 1,232,070	0.42198	60%	0.338116	50%	\$ 3,104.84	\$ 2,073.16	\$ 1,994.60	\$ (179.32)	6,993.29
R590423	3.19950	\$ 35,776.44	\$ 961,655	0.42198	60%	0.338116	50%	\$ 2,344.21	\$ 1,565.27	\$ 1,556.82	\$ (136.66)	5,329.65
R571099	1.76850	\$ 19,775.16	\$ 531,547	0.42198	60%	0.338116	50%	\$ 1,295.74	\$ 865.19	\$ 860.52	\$ (75.54)	2,945.92
R571095	0.97090	\$ 10,856.49	\$ 337,176	0.42198	60%	0.338116	50%	\$ 826.20	\$ 551.67	\$ 545.85	\$ (48.09)	1,875.63
R021442	0.44970	\$ 5,028.49	\$ 428,018	0.42198	60%	0.338116	50%	\$ 1,070.96	\$ 715.10	\$ 692.92	\$ (61.97)	2,417.00
R577611	1.49010	\$ 16,662.13	\$ 1,206,093	0.42198	60%	0.338116	50%	\$ 3,011.50	\$ 2,010.83	\$ 1,952.55	\$ (174.37)	6,800.50
R584030	3.86579	\$ 43,226.86	\$ 1,549,227	0.42198	60%	0.338116	50%	\$ 3,813.01	\$ 2,546.01	\$ 2,508.05	\$ (221.68)	8,645.39
R584029	0.65330	\$ 7,305.13	\$ 261,811	0.42198	60%	0.338116	50%	\$ 644.38	\$ 430.26	\$ 423.85	\$ (37.46)	1,461.02
R460519 [c]	2.81400	NA										
R571093 [d]	3.36760	NA										
R571094 [d]	0.52310	NA										
R577612 [d]	0.02520	NA										
R590419 [d]	0.30270	NA										
R590425 [d]	0.08350	NA										
R590426 [d]	0.11530	NA										
Total	34.2802											64,497.06

[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 D – BUYER DISCLOSURES

Buyer Disclosures for the following Parcels are found in this Exhibit:

- Parcel R590418
- Parcel R606393
- Parcel R606394
- Parcel R590424
- Parcel R590417
- Parcel R590427
- Parcel R590428
- Parcel R590423
- Parcel R571099
- Parcel R571095
- Church Parcel (R021442 + R577611)
- Parcel R584030
- Parcel R584029

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: \$88,985.89

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 1,086.14	\$ 5,792.91	\$ 219.26	\$ (1,950.31)	\$ 5,148.01
2025	\$ 1,137.86	\$ 5,722.32	\$ 223.65	\$ (1,950.31)	\$ 5,133.52
2026	\$ 1,215.44	\$ 5,648.35	\$ 228.12	\$ (1,950.31)	\$ 5,141.61
2027	\$ 1,293.02	\$ 5,569.35	\$ 232.68	\$ (1,950.31)	\$ 5,144.75
2028	\$ 1,370.61	\$ 5,485.30	\$ 237.33	\$ (1,950.31)	\$ 5,142.94
2029	\$ 1,448.19	\$ 5,396.21	\$ 242.08	\$ (1,950.31)	\$ 5,136.18
2030	\$ 1,551.63	\$ 5,302.08	\$ 246.92	\$ (1,950.31)	\$ 5,150.33
2031	\$ 1,655.07	\$ 5,201.23	\$ 251.86	\$ (1,950.31)	\$ 5,157.85
2032	\$ 1,758.51	\$ 5,093.65	\$ 256.90	\$ (1,950.31)	\$ 5,158.75
2033	\$ 1,861.95	\$ 4,979.34	\$ 262.04	\$ (1,950.31)	\$ 5,153.03
2034	\$ 1,965.40	\$ 4,858.32	\$ 267.28	\$ (1,950.31)	\$ 5,140.68
2035	\$ 2,094.70	\$ 4,730.57	\$ 272.62	\$ (1,950.31)	\$ 5,147.58
2036	\$ 2,224.00	\$ 4,594.41	\$ 278.08	\$ (1,950.31)	\$ 5,146.18
2037	\$ 2,379.16	\$ 4,449.85	\$ 283.64	\$ (1,950.31)	\$ 5,162.35
2038	\$ 2,508.47	\$ 4,295.21	\$ 289.31	\$ (1,950.31)	\$ 5,142.67
2039	\$ 2,663.63	\$ 4,132.15	\$ 295.10	\$ (1,950.31)	\$ 5,140.57
2040	\$ 2,844.65	\$ 3,959.02	\$ 301.00	\$ (1,950.31)	\$ 5,154.36
2041	\$ 3,025.68	\$ 3,774.12	\$ 307.02	\$ (1,950.31)	\$ 5,156.50
2042	\$ 3,206.70	\$ 3,577.45	\$ 313.16	\$ (1,950.31)	\$ 5,147.00
2043	\$ 3,413.58	\$ 3,369.01	\$ 319.42	\$ (1,950.31)	\$ 5,151.71
2044	\$ 3,620.47	\$ 3,147.13	\$ 325.81	\$ (1,950.31)	\$ 5,143.10
2045	\$ 3,853.21	\$ 2,911.80	\$ 332.33	\$ (1,950.31)	\$ 5,147.03
2046	\$ 4,085.96	\$ 2,661.34	\$ 338.97	\$ (1,950.31)	\$ 5,135.96
2047	\$ 4,344.56	\$ 2,395.75	\$ 345.75	\$ (1,950.31)	\$ 5,135.76
2048	\$ 4,603.16	\$ 2,113.36	\$ 352.67	\$ (1,950.31)	\$ 5,118.88
2049	\$ 4,913.49	\$ 1,814.15	\$ 359.72	\$ (1,950.31)	\$ 5,137.06
2050	\$ 5,197.96	\$ 1,494.77	\$ 366.91	\$ (1,950.31)	\$ 5,109.34
2051	\$ 5,560.00	\$ 1,156.91	\$ 374.25	\$ (1,950.31)	\$ 5,140.86
2052	\$ 5,896.19	\$ 792.73	\$ 381.74	\$ (1,950.31)	\$ 5,120.35
2053	\$ 6,206.51	\$ 406.53	\$ 389.37	\$ (1,950.31)	\$ 5,052.11
Total	\$ 88,985.89	\$ 114,825.32	\$ 8,894.97	\$ (58,509.17)	\$ 154,197.02

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

[b] Preliminary estimate, actual Administrative Expenses 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.

PARCEL R606393 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 R606393 PRINCIPAL ASSESSMENT: \$161,301.27

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 R606393

Installments	Administrative					
Due 1/31	Principal	Interest [a]	Expenses [b]	TIRZ Credit [b]	Annual Installment	
2024	\$ 1,968.80	\$ 10,500.59	\$ 397.44	\$ (3,755.71)	\$ 9,111.13	
2025	\$ 2,062.56	\$ 10,372.62	\$ 405.39	\$ (3,755.71)	\$ 9,084.86	
2026	\$ 2,203.19	\$ 10,238.55	\$ 413.50	\$ (3,755.71)	\$ 9,099.53	
2027	\$ 2,343.81	\$ 10,095.35	\$ 421.77	\$ (3,755.71)	\$ 9,105.22	
2028	\$ 2,484.44	\$ 9,943.00	\$ 430.21	\$ (3,755.71)	\$ 9,101.94	
2029	\$ 2,625.07	\$ 9,781.51	\$ 438.81	\$ (3,755.71)	\$ 9,089.68	
2030	\$ 2,812.58	\$ 9,610.88	\$ 447.59	\$ (3,755.71)	\$ 9,115.34	
2031	\$ 3,000.08	\$ 9,428.06	\$ 456.54	\$ (3,755.71)	\$ 9,128.97	
2032	\$ 3,187.59	\$ 9,233.06	\$ 465.67	\$ (3,755.71)	\$ 9,130.61	
2033	\$ 3,375.09	\$ 9,025.86	\$ 474.98	\$ (3,755.71)	\$ 9,120.23	
2034	\$ 3,562.60	\$ 8,806.48	\$ 484.48	\$ (3,755.71)	\$ 9,097.85	
2035	\$ 3,796.98	\$ 8,574.91	\$ 494.17	\$ (3,755.71)	\$ 9,110.36	
2036	\$ 4,031.36	\$ 8,328.11	\$ 504.06	\$ (3,755.71)	\$ 9,107.82	
2037	\$ 4,312.62	\$ 8,066.07	\$ 514.14	\$ (3,755.71)	\$ 9,137.12	
2038	\$ 4,547.00	\$ 7,785.75	\$ 524.42	\$ (3,755.71)	\$ 9,101.46	
2039	\$ 4,828.26	\$ 7,490.20	\$ 534.91	\$ (3,755.71)	\$ 9,097.65	
2040	\$ 5,156.39	\$ 7,176.36	\$ 545.61	\$ (3,755.71)	\$ 9,122.65	
2041	\$ 5,484.52	\$ 6,841.19	\$ 556.52	\$ (3,755.71)	\$ 9,126.53	
2042	\$ 5,812.66	\$ 6,484.70	\$ 567.65	\$ (3,755.71)	\$ 9,109.30	
2043	\$ 6,187.67	\$ 6,106.88	\$ 579.00	\$ (3,755.71)	\$ 9,117.84	
2044	\$ 6,562.68	\$ 5,704.68	\$ 590.58	\$ (3,755.71)	\$ 9,102.23	
2045	\$ 6,984.57	\$ 5,278.10	\$ 602.39	\$ (3,755.71)	\$ 9,109.36	
2046	\$ 7,406.45	\$ 4,824.11	\$ 614.44	\$ (3,755.71)	\$ 9,089.29	
2047	\$ 7,875.21	\$ 4,342.69	\$ 626.73	\$ (3,755.71)	\$ 9,088.93	
2048	\$ 8,343.98	\$ 3,830.80	\$ 639.27	\$ (3,755.71)	\$ 9,058.33	
2049	\$ 8,906.49	\$ 3,288.44	\$ 652.05	\$ (3,755.71)	\$ 9,091.28	
2050	\$ 9,422.13	\$ 2,709.52	\$ 665.09	\$ (3,755.71)	\$ 9,041.03	
2051	\$ 10,078.40	\$ 2,097.08	\$ 678.39	\$ (3,755.71)	\$ 9,098.17	
2052	\$ 10,687.79	\$ 1,436.95	\$ 691.96	\$ (3,755.71)	\$ 9,060.99	
2053	\$ 11,250.31	\$ 736.90	\$ 705.80	\$ (3,755.71)	\$ 8,937.29	
Total	\$ 161,301.27	\$ 208,139.39	\$ 16,123.57	\$ (112,671.23)	\$ 272,893.01	

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

[b] Preliminary estimate, actual Administrative Expenses 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.

PARCEL R606394 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 R606394 PRINCIPAL ASSESSMENT: \$610,615.03

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 R606394

Installments			Administrative			
Due 1/31	Principal	Interest [a]	Expenses [b]	TIRZ Credit [b]	Annual Installment	
2024	\$ 7,453.02	\$ 39,750.58	\$ 1,504.55	\$ (3,842.24)	\$ 44,865.91	
2025	\$ 7,807.92	\$ 39,266.13	\$ 1,534.64	\$ (3,842.24)	\$ 44,766.46	
2026	\$ 8,340.28	\$ 38,758.62	\$ 1,565.33	\$ (3,842.24)	\$ 44,822.00	
2027	\$ 8,872.64	\$ 38,216.50	\$ 1,596.64	\$ (3,842.24)	\$ 44,843.54	
2028	\$ 9,405.00	\$ 37,639.78	\$ 1,628.57	\$ (3,842.24)	\$ 44,831.11	
2029	\$ 9,937.36	\$ 37,028.45	\$ 1,661.14	\$ (3,842.24)	\$ 44,784.72	
2030	\$ 10,647.17	\$ 36,382.52	\$ 1,694.37	\$ (3,842.24)	\$ 44,881.82	
2031	\$ 11,356.98	\$ 35,690.46	\$ 1,728.25	\$ (3,842.24)	\$ 44,933.46	
2032	\$ 12,066.79	\$ 34,952.25	\$ 1,762.82	\$ (3,842.24)	\$ 44,939.63	
2033	\$ 12,776.60	\$ 34,167.91	\$ 1,798.08	\$ (3,842.24)	\$ 44,900.35	
2034	\$ 13,486.41	\$ 33,337.43	\$ 1,834.04	\$ (3,842.24)	\$ 44,815.65	
2035	\$ 14,373.68	\$ 32,460.82	\$ 1,870.72	\$ (3,842.24)	\$ 44,862.98	
2036	\$ 15,260.94	\$ 31,526.53	\$ 1,908.13	\$ (3,842.24)	\$ 44,853.37	
2037	\$ 16,325.66	\$ 30,534.57	\$ 1,946.30	\$ (3,842.24)	\$ 44,964.28	
2038	\$ 17,212.92	\$ 29,473.40	\$ 1,985.22	\$ (3,842.24)	\$ 44,829.31	
2039	\$ 18,277.64	\$ 28,354.56	\$ 2,024.93	\$ (3,842.24)	\$ 44,814.89	
2040	\$ 19,519.81	\$ 27,166.51	\$ 2,065.42	\$ (3,842.24)	\$ 44,909.51	
2041	\$ 20,761.98	\$ 25,897.73	\$ 2,106.73	\$ (3,842.24)	\$ 44,924.20	
2042	\$ 22,004.15	\$ 24,548.20	\$ 2,148.87	\$ (3,842.24)	\$ 44,858.97	
2043	\$ 23,423.77	\$ 23,117.93	\$ 2,191.84	\$ (3,842.24)	\$ 44,891.31	
2044	\$ 24,843.39	\$ 21,595.38	\$ 2,235.68	\$ (3,842.24)	\$ 44,832.22	
2045	\$ 26,440.47	\$ 19,980.56	\$ 2,280.40	\$ (3,842.24)	\$ 44,859.19	
2046	\$ 28,037.54	\$ 18,261.93	\$ 2,326.00	\$ (3,842.24)	\$ 44,783.24	
2047	\$ 29,812.07	\$ 16,439.49	\$ 2,372.52	\$ (3,842.24)	\$ 44,781.85	
2048	\$ 31,586.60	\$ 14,501.71	\$ 2,419.97	\$ (3,842.24)	\$ 44,666.04	
2049	\$ 33,716.03	\$ 12,448.58	\$ 2,468.37	\$ (3,842.24)	\$ 44,790.75	
2050	\$ 35,668.01	\$ 10,257.04	\$ 2,517.74	\$ (3,842.24)	\$ 44,600.55	
2051	\$ 38,152.35	\$ 7,938.62	\$ 2,568.10	\$ (3,842.24)	\$ 44,816.83	
2052	\$ 40,459.24	\$ 5,439.64	\$ 2,619.46	\$ (3,842.24)	\$ 44,676.09	
2053	\$ 42,588.67	\$ 2,789.56	\$ 2,671.85	\$ (3,842.24)	\$ 44,207.84	
Total	\$ 610,615.03	\$ 787,923.37	\$ 61,036.69	\$ (115,267.06)	\$ 1,344,308.04	

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$143,483.70

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 1,751.33	\$ 9,340.68	\$ 353.54	\$ (10,846.88)	\$ 598.67
2025	\$ 1,834.72	\$ 9,226.84	\$ 360.61	\$ (10,846.88)	\$ 575.30
2026	\$ 1,959.82	\$ 9,107.59	\$ 367.83	\$ (10,846.88)	\$ 588.35
2027	\$ 2,084.91	\$ 8,980.20	\$ 375.18	\$ (10,846.88)	\$ 593.41
2028	\$ 2,210.01	\$ 8,844.68	\$ 382.69	\$ (10,846.88)	\$ 590.49
2029	\$ 2,335.10	\$ 8,701.03	\$ 390.34	\$ (10,846.88)	\$ 579.59
2030	\$ 2,501.90	\$ 8,549.25	\$ 398.15	\$ (10,846.88)	\$ 602.41
2031	\$ 2,668.69	\$ 8,386.62	\$ 406.11	\$ (10,846.88)	\$ 614.54
2032	\$ 2,835.48	\$ 8,213.16	\$ 414.23	\$ (10,846.88)	\$ 615.99
2033	\$ 3,002.27	\$ 8,028.85	\$ 422.52	\$ (10,846.88)	\$ 606.76
2034	\$ 3,169.07	\$ 7,833.71	\$ 430.97	\$ (10,846.88)	\$ 586.86
2035	\$ 3,377.56	\$ 7,627.72	\$ 439.59	\$ (10,846.88)	\$ 597.98
2036	\$ 3,586.05	\$ 7,408.17	\$ 448.38	\$ (10,846.88)	\$ 595.72
2037	\$ 3,836.24	\$ 7,175.08	\$ 457.34	\$ (10,846.88)	\$ 621.78
2038	\$ 4,044.73	\$ 6,925.73	\$ 466.49	\$ (10,846.88)	\$ 590.06
2039	\$ 4,294.92	\$ 6,662.82	\$ 475.82	\$ (10,846.88)	\$ 586.68
2040	\$ 4,586.81	\$ 6,383.65	\$ 485.34	\$ (10,846.88)	\$ 608.91
2041	\$ 4,878.70	\$ 6,085.51	\$ 495.04	\$ (10,846.88)	\$ 612.36
2042	\$ 5,170.58	\$ 5,768.39	\$ 504.95	\$ (10,846.88)	\$ 597.04
2043	\$ 5,504.17	\$ 5,432.30	\$ 515.04	\$ (10,846.88)	\$ 604.63
2044	\$ 5,837.76	\$ 5,074.53	\$ 525.35	\$ (10,846.88)	\$ 590.75
2045	\$ 6,213.04	\$ 4,695.08	\$ 535.85	\$ (10,846.88)	\$ 597.09
2046	\$ 6,588.32	\$ 4,291.23	\$ 546.57	\$ (10,846.88)	\$ 579.24
2047	\$ 7,005.31	\$ 3,862.99	\$ 557.50	\$ (10,846.88)	\$ 578.91
2048	\$ 7,422.29	\$ 3,407.64	\$ 568.65	\$ (10,846.88)	\$ 551.70
2049	\$ 7,922.67	\$ 2,925.20	\$ 580.02	\$ (10,846.88)	\$ 581.00
2050	\$ 8,381.35	\$ 2,410.22	\$ 591.62	\$ (10,846.88)	\$ 536.31
2051	\$ 8,965.13	\$ 1,865.43	\$ 603.46	\$ (10,846.88)	\$ 587.13
2052	\$ 9,507.20	\$ 1,278.22	\$ 615.53	\$ (10,846.88)	\$ 554.06
2053	\$ 10,007.58	\$ 655.50	\$ 627.84	\$ (10,846.88)	\$ 444.03
Total	\$ 143,483.70	\$ 185,148.01	\$ 14,342.54	\$ (325,406.51)	\$ 17,567.74

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$1,565,276.72

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 19,105.38	\$ 101,898.33	\$ 3,856.83	\$ (5,810.50)	\$ 119,050.04
2025	\$ 20,015.16	\$ 100,656.48	\$ 3,933.96	\$ (5,810.50)	\$ 118,795.11
2026	\$ 21,379.83	\$ 99,355.50	\$ 4,012.64	\$ (5,810.50)	\$ 118,937.47
2027	\$ 22,744.50	\$ 97,965.81	\$ 4,092.90	\$ (5,810.50)	\$ 118,992.71
2028	\$ 24,109.17	\$ 96,487.41	\$ 4,174.75	\$ (5,810.50)	\$ 118,960.84
2029	\$ 25,473.84	\$ 94,920.32	\$ 4,258.25	\$ (5,810.50)	\$ 118,841.91
2030	\$ 27,293.40	\$ 93,264.52	\$ 4,343.41	\$ (5,810.50)	\$ 119,090.84
2031	\$ 29,112.96	\$ 91,490.45	\$ 4,430.28	\$ (5,810.50)	\$ 119,223.19
2032	\$ 30,932.52	\$ 89,598.10	\$ 4,518.89	\$ (5,810.50)	\$ 119,239.02
2033	\$ 32,752.08	\$ 87,587.49	\$ 4,609.27	\$ (5,810.50)	\$ 119,138.34
2034	\$ 34,571.65	\$ 85,458.61	\$ 4,701.45	\$ (5,810.50)	\$ 118,921.20
2035	\$ 36,846.10	\$ 83,211.45	\$ 4,795.48	\$ (5,810.50)	\$ 119,042.52
2036	\$ 39,120.55	\$ 80,816.45	\$ 4,891.39	\$ (5,810.50)	\$ 119,017.89
2037	\$ 41,849.89	\$ 78,273.62	\$ 4,989.22	\$ (5,810.50)	\$ 119,302.22
2038	\$ 44,124.34	\$ 75,553.37	\$ 5,089.00	\$ (5,810.50)	\$ 118,956.21
2039	\$ 46,853.68	\$ 72,685.29	\$ 5,190.78	\$ (5,810.50)	\$ 118,919.25
2040	\$ 50,037.91	\$ 69,639.80	\$ 5,294.60	\$ (5,810.50)	\$ 119,161.81
2041	\$ 53,222.14	\$ 66,387.34	\$ 5,400.49	\$ (5,810.50)	\$ 119,199.47
2042	\$ 56,406.37	\$ 62,927.90	\$ 5,508.50	\$ (5,810.50)	\$ 119,032.27
2043	\$ 60,045.49	\$ 59,261.49	\$ 5,618.67	\$ (5,810.50)	\$ 119,115.14
2044	\$ 63,684.61	\$ 55,358.53	\$ 5,731.04	\$ (5,810.50)	\$ 118,963.68
2045	\$ 67,778.62	\$ 51,219.03	\$ 5,845.66	\$ (5,810.50)	\$ 119,032.81
2046	\$ 71,872.63	\$ 46,813.42	\$ 5,962.58	\$ (5,810.50)	\$ 118,838.13
2047	\$ 76,421.53	\$ 42,141.70	\$ 6,081.83	\$ (5,810.50)	\$ 118,834.56
2048	\$ 80,970.43	\$ 37,174.30	\$ 6,203.46	\$ (5,810.50)	\$ 118,537.69
2049	\$ 86,429.11	\$ 31,911.22	\$ 6,327.53	\$ (5,810.50)	\$ 118,857.37
2050	\$ 91,432.90	\$ 26,293.33	\$ 6,454.08	\$ (5,810.50)	\$ 118,369.82
2051	\$ 97,801.36	\$ 20,350.19	\$ 6,583.17	\$ (5,810.50)	\$ 118,924.22
2052	\$ 103,714.94	\$ 13,944.20	\$ 6,714.83	\$ (5,810.50)	\$ 118,563.46
2053	\$ 109,173.62	\$ 7,150.87	\$ 6,849.13	\$ (5,810.50)	\$ 117,363.11
Total	\$ 1,565,276.72	\$ 2,019,796.51	\$ 156,464.08	\$ (174,315.03)	\$ 3,567,222.28

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$860,902.20

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 10,507.96	\$ 56,044.08	\$ 2,121.26	\$ (1,823.02)	\$ 66,850.28
2025	\$ 11,008.34	\$ 55,361.07	\$ 2,163.68	\$ (1,823.02)	\$ 66,710.07
2026	\$ 11,758.91	\$ 54,645.52	\$ 2,206.95	\$ (1,823.02)	\$ 66,788.37
2027	\$ 12,509.48	\$ 53,881.19	\$ 2,251.09	\$ (1,823.02)	\$ 66,818.75
2028	\$ 13,260.05	\$ 53,068.08	\$ 2,296.11	\$ (1,823.02)	\$ 66,801.22
2029	\$ 14,010.61	\$ 52,206.18	\$ 2,342.04	\$ (1,823.02)	\$ 66,735.81
2030	\$ 15,011.37	\$ 51,295.49	\$ 2,388.88	\$ (1,823.02)	\$ 66,872.72
2031	\$ 16,012.13	\$ 50,319.75	\$ 2,436.66	\$ (1,823.02)	\$ 66,945.52
2032	\$ 17,012.89	\$ 49,278.96	\$ 2,485.39	\$ (1,823.02)	\$ 66,954.22
2033	\$ 18,013.65	\$ 48,173.12	\$ 2,535.10	\$ (1,823.02)	\$ 66,898.85
2034	\$ 19,014.40	\$ 47,002.23	\$ 2,585.80	\$ (1,823.02)	\$ 66,779.42
2035	\$ 20,265.35	\$ 45,766.30	\$ 2,637.51	\$ (1,823.02)	\$ 66,846.15
2036	\$ 21,516.30	\$ 44,449.05	\$ 2,690.26	\$ (1,823.02)	\$ 66,832.60
2037	\$ 23,017.44	\$ 43,050.49	\$ 2,744.07	\$ (1,823.02)	\$ 66,988.98
2038	\$ 24,268.39	\$ 41,554.36	\$ 2,798.95	\$ (1,823.02)	\$ 66,798.68
2039	\$ 25,769.52	\$ 39,976.91	\$ 2,854.93	\$ (1,823.02)	\$ 66,778.35
2040	\$ 27,520.85	\$ 38,301.89	\$ 2,912.03	\$ (1,823.02)	\$ 66,911.75
2041	\$ 29,272.18	\$ 36,513.04	\$ 2,970.27	\$ (1,823.02)	\$ 66,932.46
2042	\$ 31,023.50	\$ 34,610.34	\$ 3,029.67	\$ (1,823.02)	\$ 66,840.51
2043	\$ 33,025.02	\$ 32,593.82	\$ 3,090.27	\$ (1,823.02)	\$ 66,886.09
2044	\$ 35,026.54	\$ 30,447.19	\$ 3,152.07	\$ (1,823.02)	\$ 66,802.78
2045	\$ 37,278.24	\$ 28,170.47	\$ 3,215.11	\$ (1,823.02)	\$ 66,840.81
2046	\$ 39,529.95	\$ 25,747.38	\$ 3,279.42	\$ (1,823.02)	\$ 66,733.73
2047	\$ 42,031.84	\$ 23,177.93	\$ 3,345.01	\$ (1,823.02)	\$ 66,731.77
2048	\$ 44,533.74	\$ 20,445.86	\$ 3,411.91	\$ (1,823.02)	\$ 66,568.49
2049	\$ 47,536.01	\$ 17,551.17	\$ 3,480.14	\$ (1,823.02)	\$ 66,744.31
2050	\$ 50,288.10	\$ 14,461.33	\$ 3,549.75	\$ (1,823.02)	\$ 66,476.16
2051	\$ 53,790.75	\$ 11,192.60	\$ 3,620.74	\$ (1,823.02)	\$ 66,781.08
2052	\$ 57,043.21	\$ 7,669.31	\$ 3,693.16	\$ (1,823.02)	\$ 66,582.66
2053	\$ 60,045.49	\$ 3,932.98	\$ 3,767.02	\$ (1,823.02)	\$ 65,922.47
Total	\$ 860,902.20	\$ 1,110,888.08	\$ 86,055.24	\$ (54,690.50)	\$ 2,003,155.03

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$156,527.67

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 1,910.54	\$ 10,189.83	\$ 385.68	\$ (6,993.29)	\$ 5,492.77
2025	\$ 2,001.52	\$ 10,065.65	\$ 393.40	\$ (6,993.29)	\$ 5,467.27
2026	\$ 2,137.98	\$ 9,935.55	\$ 401.26	\$ (6,993.29)	\$ 5,481.51
2027	\$ 2,274.45	\$ 9,796.58	\$ 409.29	\$ (6,993.29)	\$ 5,487.03
2028	\$ 2,410.92	\$ 9,648.74	\$ 417.48	\$ (6,993.29)	\$ 5,483.85
2029	\$ 2,547.38	\$ 9,492.03	\$ 425.82	\$ (6,993.29)	\$ 5,471.95
2030	\$ 2,729.34	\$ 9,326.45	\$ 434.34	\$ (6,993.29)	\$ 5,496.85
2031	\$ 2,911.30	\$ 9,149.04	\$ 443.03	\$ (6,993.29)	\$ 5,510.08
2032	\$ 3,093.25	\$ 8,959.81	\$ 451.89	\$ (6,993.29)	\$ 5,511.66
2033	\$ 3,275.21	\$ 8,758.75	\$ 460.93	\$ (6,993.29)	\$ 5,501.60
2034	\$ 3,457.16	\$ 8,545.86	\$ 470.15	\$ (6,993.29)	\$ 5,479.88
2035	\$ 3,684.61	\$ 8,321.14	\$ 479.55	\$ (6,993.29)	\$ 5,492.01
2036	\$ 3,912.05	\$ 8,081.65	\$ 489.14	\$ (6,993.29)	\$ 5,489.55
2037	\$ 4,184.99	\$ 7,827.36	\$ 498.92	\$ (6,993.29)	\$ 5,517.98
2038	\$ 4,412.43	\$ 7,555.34	\$ 508.90	\$ (6,993.29)	\$ 5,483.38
2039	\$ 4,685.37	\$ 7,268.53	\$ 519.08	\$ (6,993.29)	\$ 5,479.69
2040	\$ 5,003.79	\$ 6,963.98	\$ 529.46	\$ (6,993.29)	\$ 5,503.94
2041	\$ 5,322.21	\$ 6,638.73	\$ 540.05	\$ (6,993.29)	\$ 5,507.71
2042	\$ 5,640.64	\$ 6,292.79	\$ 550.85	\$ (6,993.29)	\$ 5,490.99
2043	\$ 6,004.55	\$ 5,926.15	\$ 561.87	\$ (6,993.29)	\$ 5,499.28
2044	\$ 6,368.46	\$ 5,535.85	\$ 573.10	\$ (6,993.29)	\$ 5,484.13
2045	\$ 6,777.86	\$ 5,121.90	\$ 584.57	\$ (6,993.29)	\$ 5,491.04
2046	\$ 7,187.26	\$ 4,681.34	\$ 596.26	\$ (6,993.29)	\$ 5,471.57
2047	\$ 7,642.15	\$ 4,214.17	\$ 608.18	\$ (6,993.29)	\$ 5,471.22
2048	\$ 8,097.04	\$ 3,717.43	\$ 620.35	\$ (6,993.29)	\$ 5,441.53
2049	\$ 8,642.91	\$ 3,191.12	\$ 632.75	\$ (6,993.29)	\$ 5,473.50
2050	\$ 9,143.29	\$ 2,629.33	\$ 645.41	\$ (6,993.29)	\$ 5,424.74
2051	\$ 9,780.14	\$ 2,035.02	\$ 658.32	\$ (6,993.29)	\$ 5,480.18
2052	\$ 10,371.49	\$ 1,394.42	\$ 671.48	\$ (6,993.29)	\$ 5,444.11
2053	\$ 10,917.36	\$ 715.09	\$ 684.91	\$ (6,993.29)	\$ 5,324.07
Total	\$ 156,527.67	\$ 201,979.65	\$ 15,646.41	\$ (209,798.64)	\$ 164,355.10

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$5,530,644.43

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 67,505.69	\$ 360,040.77	\$ 13,627.46	\$ (5,329.65)	\$ 435,844.26
2025	\$ 70,720.24	\$ 355,652.90	\$ 13,900.01	\$ (5,329.65)	\$ 434,943.50
2026	\$ 75,542.08	\$ 351,056.09	\$ 14,178.01	\$ (5,329.65)	\$ 435,446.52
2027	\$ 80,363.91	\$ 346,145.85	\$ 14,461.57	\$ (5,329.65)	\$ 435,641.68
2028	\$ 85,185.75	\$ 340,922.20	\$ 14,750.80	\$ (5,329.65)	\$ 435,529.09
2029	\$ 90,007.58	\$ 335,385.13	\$ 15,045.81	\$ (5,329.65)	\$ 435,108.87
2030	\$ 96,436.69	\$ 329,534.63	\$ 15,346.73	\$ (5,329.65)	\$ 435,988.40
2031	\$ 102,865.81	\$ 323,266.25	\$ 15,653.66	\$ (5,329.65)	\$ 436,456.07
2032	\$ 109,294.92	\$ 316,579.97	\$ 15,966.74	\$ (5,329.65)	\$ 436,511.98
2033	\$ 115,724.03	\$ 309,475.80	\$ 16,286.07	\$ (5,329.65)	\$ 436,156.25
2034	\$ 122,153.15	\$ 301,953.74	\$ 16,611.79	\$ (5,329.65)	\$ 435,389.03
2035	\$ 130,189.54	\$ 294,013.78	\$ 16,944.03	\$ (5,329.65)	\$ 435,817.70
2036	\$ 138,225.93	\$ 285,551.46	\$ 17,282.91	\$ (5,329.65)	\$ 435,730.65
2037	\$ 147,869.60	\$ 276,566.78	\$ 17,628.57	\$ (5,329.65)	\$ 436,735.29
2038	\$ 155,905.99	\$ 266,955.25	\$ 17,981.14	\$ (5,329.65)	\$ 435,512.73
2039	\$ 165,549.66	\$ 256,821.36	\$ 18,340.76	\$ (5,329.65)	\$ 435,382.13
2040	\$ 176,800.61	\$ 246,060.64	\$ 18,707.58	\$ (5,329.65)	\$ 436,239.17
2041	\$ 188,051.55	\$ 234,568.60	\$ 19,081.73	\$ (5,329.65)	\$ 436,372.23
2042	\$ 199,302.50	\$ 222,345.25	\$ 19,463.36	\$ (5,329.65)	\$ 435,781.46
2043	\$ 212,160.73	\$ 209,390.58	\$ 19,852.63	\$ (5,329.65)	\$ 436,074.29
2044	\$ 225,018.95	\$ 195,600.14	\$ 20,249.68	\$ (5,329.65)	\$ 435,539.12
2045	\$ 239,484.46	\$ 180,973.90	\$ 20,654.68	\$ (5,329.65)	\$ 435,783.39
2046	\$ 253,949.96	\$ 165,407.41	\$ 21,067.77	\$ (5,329.65)	\$ 435,095.50
2047	\$ 270,022.74	\$ 148,900.67	\$ 21,489.13	\$ (5,329.65)	\$ 435,082.89
2048	\$ 286,095.53	\$ 131,349.19	\$ 21,918.91	\$ (5,329.65)	\$ 434,033.97
2049	\$ 305,382.87	\$ 112,752.98	\$ 22,357.29	\$ (5,329.65)	\$ 435,163.48
2050	\$ 323,062.93	\$ 92,903.09	\$ 22,804.43	\$ (5,329.65)	\$ 433,440.80
2051	\$ 345,564.82	\$ 71,904.00	\$ 23,260.52	\$ (5,329.65)	\$ 435,399.69
2052	\$ 366,459.44	\$ 49,269.51	\$ 23,725.73	\$ (5,329.65)	\$ 434,125.03
2053	\$ 385,746.78	\$ 25,266.41	\$ 24,200.25	\$ (5,329.65)	\$ 429,883.79
Total	\$ 5,530,644.43	\$ 7,136,614.34	\$ 552,839.73	\$ (159,889.56)	\$ 13,060,208.95

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$2,895,761.94

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 35,344.96	\$ 188,511.91	\$ 7,135.13	\$ (2,945.92)	\$ 228,046.08
2025	\$ 37,028.05	\$ 186,214.49	\$ 7,277.83	\$ (2,945.92)	\$ 227,574.45
2026	\$ 39,552.69	\$ 183,807.67	\$ 7,423.39	\$ (2,945.92)	\$ 227,837.83
2027	\$ 42,077.33	\$ 181,236.74	\$ 7,571.86	\$ (2,945.92)	\$ 227,940.01
2028	\$ 44,601.97	\$ 178,501.72	\$ 7,723.29	\$ (2,945.92)	\$ 227,881.06
2029	\$ 47,126.61	\$ 175,602.59	\$ 7,877.76	\$ (2,945.92)	\$ 227,661.04
2030	\$ 50,492.80	\$ 172,539.36	\$ 8,035.32	\$ (2,945.92)	\$ 228,121.55
2031	\$ 53,858.98	\$ 169,257.33	\$ 8,196.02	\$ (2,945.92)	\$ 228,366.41
2032	\$ 57,225.17	\$ 165,756.49	\$ 8,359.94	\$ (2,945.92)	\$ 228,395.68
2033	\$ 60,591.36	\$ 162,036.86	\$ 8,527.14	\$ (2,945.92)	\$ 228,209.43
2034	\$ 63,957.54	\$ 158,098.42	\$ 8,697.68	\$ (2,945.92)	\$ 227,807.73
2035	\$ 68,165.28	\$ 153,941.18	\$ 8,871.64	\$ (2,945.92)	\$ 228,032.17
2036	\$ 72,373.01	\$ 149,510.44	\$ 9,049.07	\$ (2,945.92)	\$ 227,986.59
2037	\$ 77,422.29	\$ 144,806.19	\$ 9,230.05	\$ (2,945.92)	\$ 228,512.61
2038	\$ 81,630.02	\$ 139,773.74	\$ 9,414.65	\$ (2,945.92)	\$ 227,872.50
2039	\$ 86,679.30	\$ 134,467.79	\$ 9,602.95	\$ (2,945.92)	\$ 227,804.12
2040	\$ 92,570.13	\$ 128,833.64	\$ 9,795.01	\$ (2,945.92)	\$ 228,252.85
2041	\$ 98,460.96	\$ 122,816.58	\$ 9,990.91	\$ (2,945.92)	\$ 228,322.52
2042	\$ 104,351.78	\$ 116,416.61	\$ 10,190.72	\$ (2,945.92)	\$ 228,013.20
2043	\$ 111,084.15	\$ 109,633.75	\$ 10,394.54	\$ (2,945.92)	\$ 228,166.52
2044	\$ 117,816.53	\$ 102,413.28	\$ 10,602.43	\$ (2,945.92)	\$ 227,886.31
2045	\$ 125,390.45	\$ 94,755.20	\$ 10,814.48	\$ (2,945.92)	\$ 228,014.21
2046	\$ 132,964.37	\$ 86,604.83	\$ 11,030.77	\$ (2,945.92)	\$ 227,654.04
2047	\$ 141,379.83	\$ 77,962.14	\$ 11,251.38	\$ (2,945.92)	\$ 227,647.44
2048	\$ 149,795.30	\$ 68,772.45	\$ 11,476.41	\$ (2,945.92)	\$ 227,098.24
2049	\$ 159,893.86	\$ 59,035.76	\$ 11,705.94	\$ (2,945.92)	\$ 227,689.63
2050	\$ 169,150.87	\$ 48,642.66	\$ 11,940.06	\$ (2,945.92)	\$ 226,787.66
2051	\$ 180,932.52	\$ 37,647.85	\$ 12,178.86	\$ (2,945.92)	\$ 227,813.31
2052	\$ 191,872.63	\$ 25,796.77	\$ 12,422.43	\$ (2,945.92)	\$ 227,145.91
2053	\$ 201,971.19	\$ 13,229.11	\$ 12,670.88	\$ (2,945.92)	\$ 224,925.27
Total	\$ 2,895,761.94	\$ 3,736,623.55	\$ 289,458.54	\$ (88,377.65)	\$ 6,833,466.38

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$834,814.25

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 10,189.54	\$ 54,345.78	\$ 2,056.97	\$ (1,875.63)	\$ 64,716.66
2025	\$ 10,674.75	\$ 53,683.46	\$ 2,098.11	\$ (1,875.63)	\$ 64,580.69
2026	\$ 11,402.58	\$ 52,989.60	\$ 2,140.08	\$ (1,875.63)	\$ 64,656.62
2027	\$ 12,130.40	\$ 52,248.43	\$ 2,182.88	\$ (1,875.63)	\$ 64,686.08
2028	\$ 12,858.23	\$ 51,459.95	\$ 2,226.54	\$ (1,875.63)	\$ 64,669.08
2029	\$ 13,586.05	\$ 50,624.17	\$ 2,271.07	\$ (1,875.63)	\$ 64,605.65
2030	\$ 14,556.48	\$ 49,741.08	\$ 2,316.49	\$ (1,875.63)	\$ 64,738.41
2031	\$ 15,526.91	\$ 48,794.91	\$ 2,362.82	\$ (1,875.63)	\$ 64,809.00
2032	\$ 16,497.35	\$ 47,785.66	\$ 2,410.07	\$ (1,875.63)	\$ 64,817.44
2033	\$ 17,467.78	\$ 46,713.33	\$ 2,458.28	\$ (1,875.63)	\$ 64,763.75
2034	\$ 18,438.21	\$ 45,577.92	\$ 2,507.44	\$ (1,875.63)	\$ 64,647.94
2035	\$ 19,651.25	\$ 44,379.44	\$ 2,557.59	\$ (1,875.63)	\$ 64,712.65
2036	\$ 20,864.29	\$ 43,102.11	\$ 2,608.74	\$ (1,875.63)	\$ 64,699.51
2037	\$ 22,319.94	\$ 41,745.93	\$ 2,660.92	\$ (1,875.63)	\$ 64,851.15
2038	\$ 23,532.98	\$ 40,295.13	\$ 2,714.13	\$ (1,875.63)	\$ 64,666.61
2039	\$ 24,988.63	\$ 38,765.49	\$ 2,768.42	\$ (1,875.63)	\$ 64,646.90
2040	\$ 26,686.88	\$ 37,141.23	\$ 2,823.79	\$ (1,875.63)	\$ 64,776.26
2041	\$ 28,385.14	\$ 35,406.58	\$ 2,880.26	\$ (1,875.63)	\$ 64,796.35
2042	\$ 30,083.40	\$ 33,561.55	\$ 2,937.87	\$ (1,875.63)	\$ 64,707.18
2043	\$ 32,024.26	\$ 31,606.13	\$ 2,996.62	\$ (1,875.63)	\$ 64,751.38
2044	\$ 33,965.13	\$ 29,524.55	\$ 3,056.56	\$ (1,875.63)	\$ 64,670.60
2045	\$ 36,148.60	\$ 27,316.82	\$ 3,117.69	\$ (1,875.63)	\$ 64,707.47
2046	\$ 38,332.07	\$ 24,967.16	\$ 3,180.04	\$ (1,875.63)	\$ 64,603.63
2047	\$ 40,758.15	\$ 22,475.57	\$ 3,243.64	\$ (1,875.63)	\$ 64,601.73
2048	\$ 43,184.23	\$ 19,826.29	\$ 3,308.51	\$ (1,875.63)	\$ 64,443.41
2049	\$ 46,095.53	\$ 17,019.32	\$ 3,374.68	\$ (1,875.63)	\$ 64,613.90
2050	\$ 48,764.22	\$ 14,023.11	\$ 3,442.18	\$ (1,875.63)	\$ 64,353.87
2051	\$ 52,160.73	\$ 10,853.43	\$ 3,511.02	\$ (1,875.63)	\$ 64,649.55
2052	\$ 55,314.63	\$ 7,436.91	\$ 3,581.24	\$ (1,875.63)	\$ 64,457.15
2053	\$ 58,225.93	\$ 3,813.80	\$ 3,652.87	\$ (1,875.63)	\$ 63,816.96
Total	\$ 834,814.25	\$ 1,077,224.81	\$ 83,447.51	\$ (56,268.98)	\$ 1,939,217.59

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$3,234,905.23

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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 39,484.46	\$ 210,589.89	\$ 7,970.78	\$ (9,217.50)	\$ 248,827.62
2025	\$ 41,364.67	\$ 208,023.40	\$ 8,130.19	\$ (9,217.50)	\$ 248,300.76
2026	\$ 44,184.99	\$ 205,334.69	\$ 8,292.80	\$ (9,217.50)	\$ 248,594.98
2027	\$ 47,005.31	\$ 202,462.67	\$ 8,458.65	\$ (9,217.50)	\$ 248,709.13
2028	\$ 49,825.63	\$ 199,407.32	\$ 8,627.82	\$ (9,217.50)	\$ 248,643.28
2029	\$ 52,645.94	\$ 196,168.66	\$ 8,800.38	\$ (9,217.50)	\$ 248,397.48
2030	\$ 56,406.37	\$ 192,746.67	\$ 8,976.39	\$ (9,217.50)	\$ 248,911.93
2031	\$ 60,166.79	\$ 189,080.26	\$ 9,155.92	\$ (9,217.50)	\$ 249,185.47
2032	\$ 63,927.22	\$ 185,169.42	\$ 9,339.03	\$ (9,217.50)	\$ 249,218.17
2033	\$ 67,687.64	\$ 181,014.15	\$ 9,525.82	\$ (9,217.50)	\$ 249,010.11
2034	\$ 71,448.07	\$ 176,614.45	\$ 9,716.33	\$ (9,217.50)	\$ 248,561.35
2035	\$ 76,148.60	\$ 171,970.33	\$ 9,910.66	\$ (9,217.50)	\$ 248,812.08
2036	\$ 80,849.13	\$ 167,020.67	\$ 10,108.87	\$ (9,217.50)	\$ 248,761.17
2037	\$ 86,489.76	\$ 161,765.47	\$ 10,311.05	\$ (9,217.50)	\$ 249,348.79
2038	\$ 91,190.30	\$ 156,143.64	\$ 10,517.27	\$ (9,217.50)	\$ 248,633.71
2039	\$ 96,830.93	\$ 150,216.27	\$ 10,727.62	\$ (9,217.50)	\$ 248,557.32
2040	\$ 103,411.68	\$ 143,922.26	\$ 10,942.17	\$ (9,217.50)	\$ 249,058.60
2041	\$ 109,992.42	\$ 137,200.50	\$ 11,161.01	\$ (9,217.50)	\$ 249,136.43
2042	\$ 116,573.16	\$ 130,050.99	\$ 11,384.23	\$ (9,217.50)	\$ 248,790.89
2043	\$ 124,094.01	\$ 122,473.74	\$ 11,611.92	\$ (9,217.50)	\$ 248,962.17
2044	\$ 131,614.86	\$ 114,407.63	\$ 11,844.15	\$ (9,217.50)	\$ 248,649.14
2045	\$ 140,075.82	\$ 105,852.66	\$ 12,081.04	\$ (9,217.50)	\$ 248,792.01
2046	\$ 148,536.77	\$ 96,747.73	\$ 12,322.66	\$ (9,217.50)	\$ 248,389.66
2047	\$ 157,937.83	\$ 87,092.84	\$ 12,569.11	\$ (9,217.50)	\$ 248,382.29
2048	\$ 167,338.89	\$ 76,826.88	\$ 12,820.49	\$ (9,217.50)	\$ 247,768.77
2049	\$ 178,620.17	\$ 65,949.86	\$ 13,076.90	\$ (9,217.50)	\$ 248,429.43
2050	\$ 188,961.33	\$ 54,339.55	\$ 13,338.44	\$ (9,217.50)	\$ 247,421.82
2051	\$ 202,122.82	\$ 42,057.06	\$ 13,605.21	\$ (9,217.50)	\$ 248,567.59
2052	\$ 214,344.20	\$ 28,818.01	\$ 13,877.31	\$ (9,217.50)	\$ 247,822.03
2053	\$ 225,625.47	\$ 14,778.47	\$ 14,154.86	\$ (9,217.50)	\$ 245,341.30
Total	\$ 3,234,905.23	\$ 4,174,246.13	\$ 323,359.09	\$ (276,524.96)	\$ 7,455,985.48

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$1,017,429.87

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

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§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 12,418.50	\$ 66,233.92	\$ 2,506.94	\$ (8,645.39)	\$ 72,513.96
2025	\$ 13,009.86	\$ 65,426.71	\$ 2,557.08	\$ (8,645.39)	\$ 72,348.25
2026	\$ 13,896.89	\$ 64,581.07	\$ 2,608.22	\$ (8,645.39)	\$ 72,440.79
2027	\$ 14,783.93	\$ 63,677.77	\$ 2,660.38	\$ (8,645.39)	\$ 72,476.69
2028	\$ 15,670.96	\$ 62,716.82	\$ 2,713.59	\$ (8,645.39)	\$ 72,455.98
2029	\$ 16,558.00	\$ 61,698.21	\$ 2,767.86	\$ (8,645.39)	\$ 72,378.67
2030	\$ 17,740.71	\$ 60,621.94	\$ 2,823.22	\$ (8,645.39)	\$ 72,540.47
2031	\$ 18,923.43	\$ 59,468.79	\$ 2,879.68	\$ (8,645.39)	\$ 72,626.51
2032	\$ 20,106.14	\$ 58,238.77	\$ 2,937.28	\$ (8,645.39)	\$ 72,636.79
2033	\$ 21,288.86	\$ 56,931.87	\$ 2,996.02	\$ (8,645.39)	\$ 72,571.35
2034	\$ 22,471.57	\$ 55,548.09	\$ 3,055.94	\$ (8,645.39)	\$ 72,430.21
2035	\$ 23,949.96	\$ 54,087.44	\$ 3,117.06	\$ (8,645.39)	\$ 72,509.07
2036	\$ 25,428.35	\$ 52,530.69	\$ 3,179.40	\$ (8,645.39)	\$ 72,493.06
2037	\$ 27,202.43	\$ 50,877.85	\$ 3,242.99	\$ (8,645.39)	\$ 72,677.87
2038	\$ 28,680.82	\$ 49,109.69	\$ 3,307.85	\$ (8,645.39)	\$ 72,452.97
2039	\$ 30,454.89	\$ 47,245.44	\$ 3,374.01	\$ (8,645.39)	\$ 72,428.94
2040	\$ 32,524.64	\$ 45,265.87	\$ 3,441.49	\$ (8,645.39)	\$ 72,586.61
2041	\$ 34,594.39	\$ 43,151.77	\$ 3,510.32	\$ (8,645.39)	\$ 72,611.08
2042	\$ 36,664.14	\$ 40,903.13	\$ 3,580.52	\$ (8,645.39)	\$ 72,502.40
2043	\$ 39,029.57	\$ 38,519.97	\$ 3,652.13	\$ (8,645.39)	\$ 72,556.27
2044	\$ 41,395.00	\$ 35,983.04	\$ 3,725.18	\$ (8,645.39)	\$ 72,457.82
2045	\$ 44,056.10	\$ 33,292.37	\$ 3,799.68	\$ (8,645.39)	\$ 72,502.76
2046	\$ 46,717.21	\$ 30,428.72	\$ 3,875.67	\$ (8,645.39)	\$ 72,376.21
2047	\$ 49,674.00	\$ 27,392.10	\$ 3,953.19	\$ (8,645.39)	\$ 72,373.89
2048	\$ 52,630.78	\$ 24,163.29	\$ 4,032.25	\$ (8,645.39)	\$ 72,180.93
2049	\$ 56,178.92	\$ 20,742.29	\$ 4,112.90	\$ (8,645.39)	\$ 72,388.72
2050	\$ 59,431.39	\$ 17,090.66	\$ 4,195.16	\$ (8,645.39)	\$ 72,071.81
2051	\$ 63,570.89	\$ 13,227.62	\$ 4,279.06	\$ (8,645.39)	\$ 72,432.17
2052	\$ 67,414.71	\$ 9,063.73	\$ 4,364.64	\$ (8,645.39)	\$ 72,197.68
2053	\$ 70,962.85	\$ 4,648.07	\$ 4,451.93	\$ (8,645.39)	\$ 71,417.46
Total	\$ 1,017,429.87	\$ 1,312,867.73	\$ 101,701.65	\$ (259,361.82)	\$ 2,172,637.43

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

[b] Preliminary estimate, actual Administrative Expenses 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.

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: \$104,351.78

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 ***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 R584029

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses [b]	TIRZ Credit [b]	Annual Installment
2024	\$ 1,273.69	\$ 6,793.22	\$ 257.12	\$ (1,461.02)	\$ 6,863.01
2025	\$ 1,334.34	\$ 6,710.43	\$ 262.26	\$ (1,461.02)	\$ 6,846.02
2026	\$ 1,425.32	\$ 6,623.70	\$ 267.51	\$ (1,461.02)	\$ 6,855.51
2027	\$ 1,516.30	\$ 6,531.05	\$ 272.86	\$ (1,461.02)	\$ 6,859.19
2028	\$ 1,607.28	\$ 6,432.49	\$ 278.32	\$ (1,461.02)	\$ 6,857.06
2029	\$ 1,698.26	\$ 6,328.02	\$ 283.88	\$ (1,461.02)	\$ 6,849.14
2030	\$ 1,819.56	\$ 6,217.63	\$ 289.56	\$ (1,461.02)	\$ 6,865.73
2031	\$ 1,940.86	\$ 6,099.36	\$ 295.35	\$ (1,461.02)	\$ 6,874.55
2032	\$ 2,062.17	\$ 5,973.21	\$ 301.26	\$ (1,461.02)	\$ 6,875.61
2033	\$ 2,183.47	\$ 5,839.17	\$ 307.28	\$ (1,461.02)	\$ 6,868.90
2034	\$ 2,304.78	\$ 5,697.24	\$ 313.43	\$ (1,461.02)	\$ 6,854.42
2035	\$ 2,456.41	\$ 5,547.43	\$ 319.70	\$ (1,461.02)	\$ 6,862.51
2036	\$ 2,608.04	\$ 5,387.76	\$ 326.09	\$ (1,461.02)	\$ 6,860.87
2037	\$ 2,789.99	\$ 5,218.24	\$ 332.61	\$ (1,461.02)	\$ 6,879.82
2038	\$ 2,941.62	\$ 5,036.89	\$ 339.27	\$ (1,461.02)	\$ 6,856.76
2039	\$ 3,123.58	\$ 4,845.69	\$ 346.05	\$ (1,461.02)	\$ 6,854.29
2040	\$ 3,335.86	\$ 4,642.65	\$ 352.97	\$ (1,461.02)	\$ 6,870.46
2041	\$ 3,548.14	\$ 4,425.82	\$ 360.03	\$ (1,461.02)	\$ 6,872.97
2042	\$ 3,760.42	\$ 4,195.19	\$ 367.23	\$ (1,461.02)	\$ 6,861.83
2043	\$ 4,003.03	\$ 3,950.77	\$ 374.58	\$ (1,461.02)	\$ 6,867.35
2044	\$ 4,245.64	\$ 3,690.57	\$ 382.07	\$ (1,461.02)	\$ 6,857.25
2045	\$ 4,518.57	\$ 3,414.60	\$ 389.71	\$ (1,461.02)	\$ 6,861.86
2046	\$ 4,791.51	\$ 3,120.89	\$ 397.51	\$ (1,461.02)	\$ 6,848.88
2047	\$ 5,094.77	\$ 2,809.45	\$ 405.46	\$ (1,461.02)	\$ 6,848.65
2048	\$ 5,398.03	\$ 2,478.29	\$ 413.56	\$ (1,461.02)	\$ 6,828.85
2049	\$ 5,761.94	\$ 2,127.41	\$ 421.84	\$ (1,461.02)	\$ 6,850.17
2050	\$ 6,095.53	\$ 1,752.89	\$ 430.27	\$ (1,461.02)	\$ 6,817.66
2051	\$ 6,520.09	\$ 1,356.68	\$ 438.88	\$ (1,461.02)	\$ 6,854.62
2052	\$ 6,914.33	\$ 929.61	\$ 447.66	\$ (1,461.02)	\$ 6,830.57
2053	\$ 7,278.24	\$ 476.72	\$ 456.61	\$ (1,461.02)	\$ 6,750.55
Total	\$ 104,351.78	\$ 134,653.10	\$ 10,430.94	\$ (43,830.75)	\$ 205,605.08

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

[b] Preliminary estimate, actual Administrative Expenses 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.

AGENDA ITEM REPORT

13.10.



To: City Council
Subject: Consideration and possible action approving Resolution No. R-2023-177 approving the amendment to the Interlocal Agreement between Williamson County Radio Communication System (RCS) and the City of Hutto and other "RCS Parties" (Jeff Yarbrough)
Meeting: Thursday, August 3, 2023
Department: Police Department /
Staff Contact: Jeff Yarbrough

BACKGROUND INFORMATION:

The Radio Communication System (RCS) board is an advisory board to the Williamson County Commissioners Court. Any recommendation made by the RCS board is ultimately a request to the court. Any decisions recommended by the RCS board are voted on by the Commissioners Court during a public meeting that follows the Open Meeting Act rules. In addition, the radio system is critical infrastructure and the details discussed in the meetings may be exempt as technology, security, and vulnerability related.

This agenda item, if approved by Council, would amend the current ILA and no longer require the RCS meetings to follow the Open Meeting Act. All the RCS member cities are being asked to pass this amendment. The Cedar Park council has approved the amendment.

SUMMARY OF REQUEST:

Approval of the resolution as presented

STAFF REVIEW:

Staff recommends approval.

FISCAL NOTES:

No fiscal impact for this item.

ATTACHMENTS:

1. Hutto-Res Approving RCS ILA Amendment 7.25.23
2. Exhibit A Amdmt to RCS ILA (Redline 013023)

AGENDA ITEM REPORT

13.10.



RESOLUTION NO. R-2023-177

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY RADIO COMMUNICATION SYSTEM AND THE CITY OF HUTTO AND OTHER “RCS PARTIES”; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Radio Communication System (“RCS”) is an advisory board to the Williamson County Commissioners Court; and

WHEREAS, the City of Hutto is an RCS member and party to the Interlocal Agreement, which became effective as of October 1, 2007; and

WHEREAS, the radio system is critical infrastructure and the details discussed in the RCS board meetings may be exempt as technology security and vulnerability related; and

WHEREAS, the City Council desires to approve the amendment to the interlocal agreement between the Williamson County RCS and the City of Hutto; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Amended to Interlocal Agreement (“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 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.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the **CITY COUNCIL** of the **CITY OF HUTTO**, on the 3rd day of August 2023 on a vote of ___AYES; ___NAYS; ___ABSTENTIONS.

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AMENDMENT TO
INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT, OPERATION AND
MAINTENANCE OF THE WILLIAMSON COUNTY
RADIO COMMUNICATIONS SYSTEM

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF THE WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM (“Amendment”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS, the CITY OF GEORGETOWN, TEXAS, the CITY OF ROUND ROCK, TEXAS, the CITY OF CEDAR PARK, TEXAS, the CITY OF HUTTO, TEXAS, and WILLIAMSON COUNTY ESD #3, all being political subdivision of the State of Texas (collectively referred to as “RCS Parties”).

RECITALS

WHEREAS, the RCS Parties executed that certain agreement entitled Interlocal Agreement for the Establishment, Operation and Maintenance of the Williamson County Radio Communications System (“Agreement”), which became effective as of October 1, 2007;

WHEREAS, it has become necessary to amend the Agreement;

NOW, THEREFORE, premises considered, the RCS Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Subsection 6.08** of the Agreement shall be amended as follows:

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days’ notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board’s meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by ~~no~~ later than seventy-two (72) hours prior to the scheduled meeting.

Deleted: the time that it is posted in accordance with the Texas Open Meetings Act, but in any event not

2. **Subsection 6.10** of the Agreement shall be amended as follows:

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or Commissioners Court’s order.

Deleted: Further, all Advisory Board Meetings shall comply with the Texas Open Meetings Act.

3. Each of the RCS Parties represent and warrant that they have due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding and enforceable obligations of such party.

4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the RCS Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Title: As Presiding Officer,
Williamson County Commissioners Court

Date: _____, 20__

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__

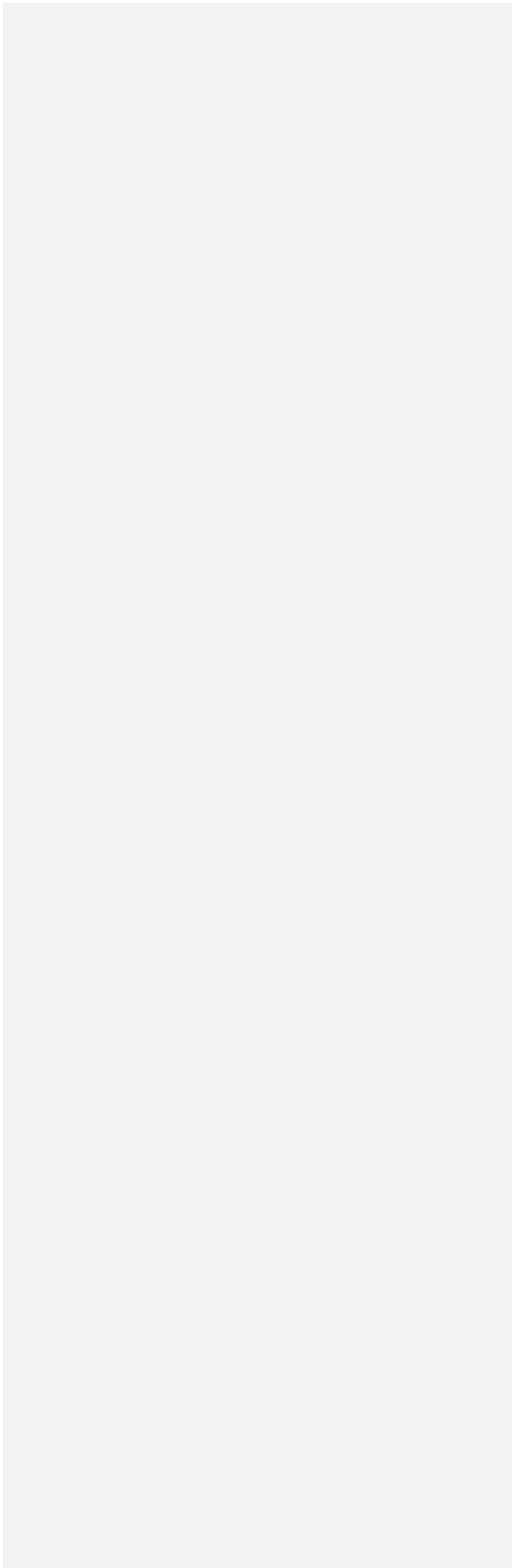
CITY OF HUTTO, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__



WILLIAMSON COUNTY ESD #3

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__

AGENDA ITEM REPORT

13.11.



To: City Council
Subject: Consideration and possible action approving Resolution No. R-2023-178 relating to amending the City Manager's Contract, including but not limited to, Section 12 of the Agreement (Mayor Mike Snyder)
Meeting: Thursday, August 3, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

City Council will discuss possible action relating to amending the City Manager's Contract, including but not limited to, Section 12 of the Agreement.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impacts.

ATTACHMENTS:

1. Hutto-Res Second Amdmt City Manager contract 7.26.23
2. Hutto CM contract - Second Amendment 7.26.23
3. City Manager Contract Amendment 1 and Original Contract

RESOLUTION NO. R-2023-178

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN JAMES R. EARP AND THE CITY OF HUTTO; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”) has retained James R. Earp (“Employee”) as the City Manager pursuant to the City Manager Employment Agreement dated July 7, 2022 (“Agreement”); and

WHEREAS, it is the desire of the City to continue the employment of Employee as City Manager under the terms and conditions as set forth in the Agreement, which shall remain in full force and effect subject to the amendment provided for in this Second Amendment to the Agreement (“Second Amendment”), attached hereto as Attachment A; and

WHEREAS, the City Council desires to authorize the Mayor, on behalf of the City, to execute the Second Amendment to the Agreement.

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 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.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 3rd day of

August, 2023 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This Second Amendment to the City Manager Employment Agreement dated July 7, 2022, is made and entered into by and between the City of Hutto, Texas, whose principal administrative offices are at Hutto City Hall, 500 W Live Oak Street, Hutto, Texas 78634, in Williamson County (“City”) and James R. Earp (“Employee”).

WHEREAS, the City has retained Employee as the City Manager pursuant to the City Manager Employment Agreement dated July 7, 2022 (“Agreement”), a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

WHEREAS, it is the desire of the City to continue the employment of Employee as City Manager under the terms and conditions as set forth in the Agreement, which shall remain in full force and effect subject to the amendment provided for in this Second Amendment to the Agreement.

NOW, THEREFORE, the City and the Employee, for and in consideration of the terms, conditions and provisions, hereinafter established, have agreed and do hereby agree as follows:

1. The preamble and recitals to this Second Amendment to the Agreement set forth above are hereby incorporated by reference into this Second Amendment to the Agreement as if fully set forth herein.
2. Section 12 of the Agreement is hereby amended to read as follows:

Section 12: Outside Activities

The employment provided for by this Agreement shall be Employee’s sole employment, provided, however, unless disapproved by the City Council the Employee may elect to accept limited opportunities so long as such arrangements do not interfere with or create a conflict of interest with his employment as City Manager for the City. All outside employment or contractual performance must be disclosed in writing by the Employee to the City Council in advance and at least 10 days before the last regular City Council meeting prior to proposed commencement of the engagement. The engagement shall not be performed during regular City business hours, unless other leave is used, including but not limited to using banked compensatory time, working in accordance with a flex-time schedule, or working remotely during regular City business hours.

3. Except as amended hereby, the Agreement as originally written remains in full force and effect.

4. This Second Amendment may be executed in multiple counter parts, which, when combined together, shall constitute an original of this Second Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this Second Amendment.
5. This Second Amendment together with the Agreement shall embody the entire agreement of the parties hereto, and sets forth and establishes the entire understanding and agreement between the City and Employee relating to the employment of Employee by the City in the position of City Manager and the subject matters contained herein. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Second Amendment and the Agreement. The Agreement, as amended by this Second Amendment, can only be further modified or varied by written instrument subscribed by the parties hereto, as provided for in Section 14 and Section 16 of the Agreement.

IN AGREEMENT HERETO, the parties do hereby set their hand and seal in duplicate original.

EMPLOYEE:

James R. Earp

Date Executed

CITY:

Mike Snyder, Mayor

Date Executed

ATTEST:

Angela Lewis, City Secretary

EXHIBIT A

**City Manager Employment Agreement, dated July 7, 2022 and First Amendment to City
Manager Contract dated March 16, 2023**

FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This First Amendment to the City Manager Employment Agreement dated July 7, 2022, is made and entered into by and between the City of Hutto, Texas, whose principal administrative offices are at Hutto City Hall, 500 W Live Oak Street, Hutto, Texas 78634, in Williamson County (“City”) and James R. Earp (“Employee”).

WHEREAS, the City has retained Employee as the City Manager pursuant to the City Manager Employment Agreement dated July 7, 2022 (“Agreement”), a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

WHEREAS, it is the desire of the City to continue the employment of Employee as City Manager under the terms and conditions as set forth in the Agreement, which shall remain in full force and effect subject to the amendment provided for in this First Amendment to the Agreement.

NOW, THEREFORE, the City and the Employee, for and in consideration of the terms, conditions and provisions, hereinafter established, have agreed and do hereby agree as follows:

1. The preamble and recitals to this First Amendment to the Agreement set forth above are hereby incorporated by reference into this First Amendment to the Agreement as if fully set forth herein.
2. Section 13 of the Agreement is hereby amended to read as follows:

Section 13: Moving and Relocation Expenses

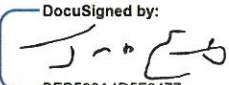
A. If Employee does not reside within the City before one month prior to the commencement of his employment, the City will pay him not to exceed \$20,000.00 as and for moving and relocation expenses (“MRE”). Such payment may be in lump sum or separate payments. MRE payments will not exceed amounts supported by receipts or other proof of payments satisfactory to the City Finance Director for MRE’s including, without limitation, moving household property, house-hunting travel, meals and lodging, and expenses of physically relocating a residence to the City, plus an amount to reimburse Employee for any federal income taxes that Employee must pay on MRE payments.

3. Except as amended hereby, the Agreement as originally written remains in full force and effect.
4. This First Amendment may be executed in multiple counter parts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.

5. This First Amendment together with the Agreement shall embody the entire agreement of the parties hereto, and sets forth and establishes the entire understanding and agreement between the City and Employee relating to the employment of Employee by the City in the position of City Manager and the subject matters contained herein. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this First Amendment and the Agreement. The Agreement, as amended by this First Amendment, can only be further modified or varied by written instrument subscribed by the parties hereto, as provided for in Section 14 and Section 16 of the Agreement.

IN AGREEMENT HERETO, the parties do hereby set their hand and seal in duplicate original.

EMPLOYEE:

DocuSigned by:

BEB500A4D5F0477
James R. Earp

03/16/2023

Date Executed

CITY:


Mike Snyder, Mayor

3/24/23
Date Executed

ATTEST:


Angela Lewis, City Secretary

EXHIBIT A

City Manager Employment Agreement, dated July 7, 2022

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement ("Agreement") is made and entered into by and between the City of Hutto, Texas, whose principal administrative offices are at Hutto City Hall, 500 W Live Oak Street, Hutto, TX 78634, in Williamson County ("City") and James R. Earp ("Employee"), effective on July 7, 2022. All references to the "City Charter" herein shall mean the Charter for the City of Hutto, as it may amended and in effect at the time an act or event governed by the City Charter occurs. All references to the "Code of Ordinances" herein shall mean the City's Code of Ordinances as it may be amended and in effect at the time an act or event governed by the Code of Ordinances occurs. All references to "City Council" are to the Hutto City Council, the actions of which are the actions of the City. All references to the "Personnel Manual" herein shall mean the City of Hutto Personnel Policy and Procedure Manual, as amended on September 1, 2016, by Ordinance No. O16-09-01-10G and in effect as of the effective date of this Agreement and as it may be amended. Masculine pronouns used herein include feminine and gender-neutral pronouns.

NOW, THEREFORE, the City and the Employee, for and in consideration of the terms, conditions and provisions, hereinafter established, have agreed and to hereby agree as follows:

Section 1: Employment

The City employs Employee, and Employee accepts employment, as the City Manager for the City on the terms and conditions set forth in this Agreement. Employee's first day of employment shall be on August 3, 2022.

Section 2: Duties and Authority

- A. Employee shall be appointed the City Manager of the City and shall perform the functions and duties, and have such authority to carry out those functions and duties as the City's Chief Administrative Officer, as are specified for the position of City Manager in the City Charter and Code of Ordinances and as may otherwise be legally and assigned to or requested of him by the City Council.
- B. Employee will perform the duties of the City Manager with reasonable care, diligence, skill and expertise as determined in the sole discretion of the City Council, in his position relating to the administrating, managing, and performing of the City's business. Employee will devote his full time to his City Manager position and will not accept any other contract for services or employment except in accordance with Section 12 below. Moreover, before assuming his City Manager duties, Employee will terminate any other employment or contract for his performance of personal services except that he may accept payment of money already earned by such other employment or contract before either is terminated. Employee may invest his personal assets only in such form or manner as will not conflict the City's interests, his position as City Manager, or any federal, state, or local law.

Section 3: Compensation

- A. The City will pay Employee an initial annual base salary of \$9,230.77 bi-weekly (which is equivalent to \$240,000.00 per year), payable in accordance with the City's usual payroll practices for other management employees.
- B. Employee will receive a 3 % Cost-of-Living Adjustment annually to his annual base salary at the anniversary of the commencement of his employment without the need to amend this Agreement in writing as is otherwise required herein, however, if approved by the City Council, Employee shall receive the same COL as approved by the City Council for employees of the City, and subject to appropriation in the City's budget.
- C. In addition to the Cost-of-Living Adjustment, subject to appropriation in the City's budget, consideration will be given by the City Council on an annual basis to increase Employee's base salary without having to amend this Agreement, but nothing herein shall be construed as a guarantee of an increase at any time during Employee's employment.
- D. To the extent allowed by law, the Council has appropriated, set aside and encumbered available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City under to this Agreement. The City's obligations created in this Agreement shall be payable out of current revenues and/or fund balance and shall be subject to appropriation in the City's budget.

Section 4: Health, Disability, and Life Insurance Benefits

- A. Commencing on the effective date, July 7, 2022, the City will pay for Employee's cobra coverage and on Employee's first day of employment, the City will pay the premiums for health, vision, and dental insurance for the Employee and his dependents equal to that which is provided to all other employees under the City's group insurance plans, subject to all eligibility and other requirements of the plans.
- B. The City will pay the premiums for short-term and long-term disability insurance coverage for the Employee equal to that which is provided to all other employees under the City's group insurance plans, subject to all eligibility and other requirements of the plans.
- C. The City will pay the premiums for basic term life insurance for the Employee equal to that which is provided to all other employees under the City's group insurance plan, subject to all eligibility and other requirements of the plans.
- D. Employee acknowledges and agrees that his eligibility for and other requirements of all of the above insurance plans are controlled by the specific terms of the plans as stated in the applicable policy documents, and are subject to change during the course of his employment, as are the amounts of the City's contributions toward premium payments, based on many factors, including, but not limited to, benefit renewal costs, applicable laws, budget approval, and other factors. As of the effective date of this Agreement, eligibility for medical, vision, dental, and voluntary life insurance policies begins on the first of the month following the date of hire, and eligibility for basic life and disability insurance begins as of an employee's date of

hire. The City will waive any waiting periods under such plans if the City is permitted to do so under the terms of the plan and by law.

Section 5: Vacation, Sick, and Military Leave

- A. Upon the effective date of this Agreement, the Employee shall have accrued one hundred and sixty (160) hours of vacation leave, and Employee, upon the Employee's first day of employment, shall begin to accrue vacation and sick leave in such amounts and in accordance with the City's vacation and sick leave policies set forth in the Personnel Manual at the highest accrual rate available to employees of the City. Employee will be eligible for leave under the federal Family Medical Leave Act in accordance with the terms of that law. Employee will be entitled to Military Leave in accordance with law and the Personnel Manual.
- B. The City will compensate Employee for any accrued but unused vacation and sick leave to the extent allowed by, and in a manner in accordance with, the terms of the City's vacation policy in effect in the Personnel Manual at the time of termination, except as otherwise provided for in this Agreement.
- C. Employee shall not be required to use vacation leave for time away from the City's regular business hours for participation in activities covered in Section 8.

Section 6: Auto Allowance

- A. The City will pay to Employee, in addition to other salary and benefits provided herein, \$500.00 per month as an auto allowance that is to be used by the Employee exclusively to purchase, lease, or own, and to operate and maintain, a vehicle to be used in the performance of the Employee's duties. The \$500.00 car allowance shall be included in Employee's base salary for purposes of TMRS. Employee may use such vehicle for his own purposes when it is not required for the performance of his City Manager duties.
- B. Employee will pay for and maintain, at his own expense, liability, property, uninsured motorist, and comprehensive insurance coverage upon such vehicle at all times in at least the minimum amounts required by law and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, and repair of said vehicle. Employee will provide the City with proof of insurance for said vehicle upon request. He will indemnify and hold-harmless the City for liability for any death, personal injury, or property damage caused by the use of such vehicle other than for the performance of Employee's City Manager functions.
- C. Employee shall not be entitled to mileage reimbursement for ordinary usage of such vehicle in the course of his employment with the City, except that Employee shall be entitled to mileage reimbursement when such usage is for travel using Employee's vehicle if the travel is for a distance greater than one hundred (100) miles from the Hutto City Hall, in which case the City shall reimburse the Employee at the then-prevailing IRS standard mileage rate for the entire travel mileage.

Section 7: Retirement

- A. The City will enroll Employee in the Texas Municipal Retirement System (TMRS) and the International City Managers Association Retirement Corporation (ICMA – RC) retirement program, for Employee's participation to the extent he may be eligible. The City agrees to execute appropriate TMRS form(s) to recognize Employee's prior public service in state and local governments for purposes of meeting the 5-year service vesting period with TMRS.
- B. After enrollment, the City shall make contributions to Employee's TMRS retirement accounts in amounts or percentages of salary equal to those made by the City to all other eligible employees.

Section 8: General Business Expenses

- A. The City shall pay for and/or reimburse Employee for professional dues and subscriptions that are necessary for Employee's continuation and participation in national, regional, state, and local associations and organizations that are necessary and desirable for Employee's professional participation, growth, and advancement, and which are for the good of the City, subject to appropriation in the City's budget.
- B. The City shall pay for and/or reimburse Employee for travel and subsistence expenses incurred for professional and official travel, meetings, and other occasions associated with the professional development of Employee and the Employee's participation in official functions for City, including, but not limited to, the ICMA Annual Conference, conferences of the State League of Municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member, subject to appropriation in the City's budget.
- C. The City shall pay for and/or reimburse Employee for travel and subsistence expenses incurred for short courses, institutes, and seminars that are necessary for the Employee's professional development and which are for the good of the City, subject to appropriation in the City's budget.
- D. The City recognizes that reasonable expenses of a non-personal, but job-related nature, may be incurred by Employee in order to carry out the duties and functions of his employment as City Manager. Therefore, the City agrees to pay for and/or reimburse Employee for reasonable expenses when reasonably incurred in the course of his employment as City Manager, subject to appropriation in the City's budget. The Finance Director is authorized to disburse such money upon receipt of appropriate documentation establishing the incurrence, purposes, and amounts of such expenses in accordance with the City's P Card Policy, as may be amended. Employee will not abuse the provisions of this paragraph, and the City reserves the right to investigate, audit, limit and/or disallow the amount of payment and/or reimbursement.
- E. The City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Therefore, the City will pay for or reimburse reasonable membership fees and/or dues that are necessary to enable the Employee to become an active member in local civic clubs or organizations, subject to appropriation in the City's budget.

- F. The City shall provide the Employee with a cellular telephone and associated cell and data plans in accordance with the City's Personnel Manual at the City's sole cost and expense, subject to appropriation in the City's budget. Employee acknowledges that any data created through the use of such telephone and any data related to the conduct of City business through the use of any other telephone are the property of the City and the City on request will have the right to access such data and to disclose the same in accordance with state law.

Section 9: Termination

- A. Employee's employment with the City is for an indefinite term and is terminable at will by either the City or the Employee. This Agreement will automatically terminate upon Employee's termination from employment for any reason, except that the provisions in Sections 6 (B) and 10 shall survive the termination of this Agreement.
- B. The Employee may voluntarily resign or otherwise terminate his employment at any time and for any reason, but in such event shall provide the City with a minimum of thirty (30) days' advance notice of his termination unless the City agrees to a shorter amount of time.
- C. This Agreement may be terminated by the Employee for Good Cause. "Good Cause" is defined for purposes of this Agreement as applied to Employee's right to terminate as: (1) the position of City Manager is abolished; (2) the assigned duties are inconsistent with the City Charter for the position of City Manager; or (3) the City fails to compensate the Employee according to this Agreement;
- D. The City may terminate Employee's employment at any time and for any reason, in accordance with the procedures set forth in the City Charter. In addition, in the event the City terminates the Employee's employment Without Cause, as defined herein, it shall provide Employee with a minimum of thirty (30) days' advance written notice of his termination, unless Employee agrees to a shorter amount of time.
- E. Employee shall be considered terminated "For Cause" for purposes of Employee's termination under this Agreement if Employee is terminated because of: (1) conviction or entrance of a plea of guilty or nolo contendere to any felony or to any offense of moral turpitude or of official misconduct; (2) willful misuse, conversion, or misappropriation by Employee without authority of public property or public funds entrusted to him; (3) conduct reflecting discredit upon the City or materially prejudicing Employee's ability to perform his duties, including, without limitation, discrimination, harassment, or coercive conduct based on sex, race, national origin, or gender discrimination and violation of the City's Code of Ethics; (4) failure to reside within the City after twelve months from the date that his employment commences; (5) material breach by Employee of any term or condition of this Agreement; or (6) any other grounds for which termination is authorized as a disciplinary measure by any provision of the Personnel Manual in effect at the time of the conduct in question.
- F. In the event of Employee's death during his employment as City Manager or Employee's inability to perform his duties as City Manager for a period of ninety-one (91) consecutive days during any 12-month period because of physical or mental illness or disability, Employee's employment shall automatically terminate, and all payment and other obligations

herein shall cease upon Employee's termination, and the City's sole and exclusive obligation will be to pay Employee's spouse, if living, or to his estate, if his spouse is not living, any base salary that is accrued but unpaid; the value of Employee's accrued, but unused, vacation time or sick time if not lost under then-applicable Personnel Manual provisions as provided in Section 5 of this Agreement; any rights and benefits (if any) provided under plans and programs of the City, determined in accordance with the applicable terms and provisions of such plans and programs.

- G. A termination of employment by Employee or the City for any reason other than Good Cause or For Cause, as defined above, or for death or disability, as provided for above, shall be deemed a termination "Without Cause."

Section 10: Severance Payments

- A. If the City terminates the Employee's employment Without Cause, or if Employee terminates his employment for Good Cause, then the City shall pay severance to the Employee in the amount of twelve (12) months of the Employee's regular, base salary in effect at the time of termination, with such amount to be paid at the City's option in either a lump sum payment on the first regular payroll date following the termination date, or in equal monthly installments for the period of twelve (12) months following the termination date according to its regular payroll practices. In addition, the City shall continue to pay the share of Employee's insurance premiums and retirement contributions as set forth in Section 4 and Section 7 of this Agreement for twelve (12) months after Employee's termination. The City shall also pay Employee any earned accrued, but unused, vacation time as provided in Section 5 of this Agreement. All other payment and other obligations under this Agreement shall cease upon Employee's termination.
- B. If the Employee terminates his employment Without Cause, or if the City terminates the Employee For Cause, then the City shall not be obligated to pay the Employee severance and all payment and other obligations under this Agreement shall cease upon Employee's termination, with the exception that, if Employee terminates his employment Without Cause and provides the notice required in Section 9 of this Agreement, the City shall pay Employee for all accrued, but unused, vacation time as provided in Section 5 of this Agreement.
- C. The Employee's eligibility for Severance as provided for in Section 10(A) is conditioned upon the Employee signing a release of all claims, causes of action, damages, including costs and attorney fees and rights that the Employee has or may have against the City, whether sounding in contract, tort, or statutory or Constitutional violation. In the event of a Severance, Termination for Good Cause, For Cause or Without Cause, the parties agree not to make disparaging comments or statements about each other.

Section 11: Hours of Work

Employee acknowledges and agrees that his employment as City Manager will be lawfully classified as exempt under the Fair Labor Standards Act. Employee will be available for consultation during regular City business hours and will have to devote a great deal of time outside

regular business hours related to his job and the business of the City, and, to that end, Employee will be allowed to establish an appropriate work schedule as allowed by law.

Section 12: Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment, provided, however, unless disapproved by the City Council the Employee may elect to accept limited opportunities so long as such arrangements do not interfere with or create a conflict of interest with his employment as City Manager for the City. All outside employment or contractual performance must be disclosed in writing by the Employee to the City Council in advance and at least 10 days before the last regular City Council meeting prior to proposed commencement of the engagement. The engagement shall not be performed during regular City business hours, unless other leave is used, and shall not exceed twelve (12) hours per month.

Section 13: Moving and Relocation Expenses

A. If Employee does not reside within the City before one month prior to the commencement of his employment, the City will pay him not to exceed \$20,000.00 as and for moving and relocation expenses ("MRE"). Such payment may be in lump sum or separate payments. MRE payments will not exceed amounts supported by receipts or other proof of payments satisfactory to the City Finance Director for MRE's including, without limitation, moving household property, house-hunting travel, meals and lodging, and expenses of physically relocating a residence to the City.

Section 14: Other Terms and Conditions of Employment

- A. The City, only upon written agreement with Employee, may provide for any additional terms and conditions of employment not provided for in this Agreement that the City Council may determine from time to time relating to its employment of Employee as City Manager, provided that such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the City Charter, or any other applicable law. Additional terms and conditions of employment as agreed to by the City and Employee are to be documented in writing and executed by both parties after review by the City Attorney and final approval by the City Council.
- B. Except as otherwise provided in this Agreement, the Employee will be entitled to the level of benefits that are enjoyed by other Department Heads of the City, as provided in the City Charter, Code of Ordinances, Personnel Manual, or by practice.
- C. Employee shall not have or acquire interests in any real property in the City or its extra-territorial jurisdiction, other than his residence, during his term as City Manager, without first obtaining the approval of the City Council.
- D. Employee shall not engage in any joint business activities, partnerships, or ventures with any other City employee during his term as City Manager.

Section 15: Notices

Notice pursuant to this Agreement shall be given by hand delivery or depositing in the custody of the United States Postal Service, first class certified mail, return receipt requested, with adequate postage prepaid, addressed as follows:

(1) CITY:

Mayor and City Council
City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

(2) EMPLOYEE:

James R. Earp
341 McGarity
Kyle, Texas 78640

Section 16: General Provisions

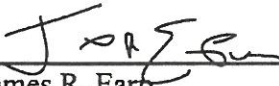
- A. This Agreement sets forth and establishes the entire understanding and agreement between the City and Employee relating to the employment of the Employee by the City in the position of City Manager and the subject matters contained herein. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
- B. Except as expressly provided for herein, the parties may only amend this Agreement during the life of the Agreement through a written amendment duly executed by both parties after review by the City Attorney. Such amendments shall be incorporated and made a part of this Agreement.
- C. The rights and obligations of the City under this Agreement shall inure to the benefit of and shall be binding upon the administrators, successors and assigns, and other legal representative(s) of the City. Employee may not assign this Agreement.
- D. Employee agrees and acknowledges that he is represented by counsel and that, before signing this Agreement, he has read and fully understands each paragraph herein, and has had adequate opportunity to negotiate and modify the terms set forth herein.
- E. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

- F. In the event of any conflict between the terms, conditions and provisions of this Agreement and any applicable laws or authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence.
- G. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and, subject to the City's immunities from suit and liability, exclusive venue for any adjudication of any dispute regarding the terms of this Agreement will be in a court of the State of Texas sitting in Williamson County, Texas.
- H. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
- I. Nothing contained in this Agreement shall be construed as a waiver of governmental, official, sovereign, qualified or other immunities or defense held by the City or the Manager. Nothing herein shall be construed as creating a right or interest in any third party.
- J. The headings and captions in this Agreement are inserted solely as a matter of convenience and for reference and do not in any way modify or amend the terms and conditions of this Agreement.

IN AGREEMENT HERETO, the parties do hereby set their hand and seal in duplicate original.

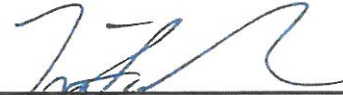
[Signature Page Follows]

EMPLOYEE:


James R. Earp

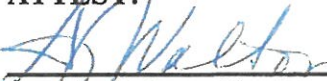
7/7/2022
Date Executed

CITY:


Mike Snyder, Mayor

7/7/22
Date Executed

ATTEST:


Angela Walton, City Secretary

AGENDA ITEM REPORT

13.12.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-040 for the proposed Specific Use Permit request for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6) (Second Reading) (Ashley Bailey)
Meeting: Thursday, August 3, 2023
Department: Development Services /
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The property at 3250 Limmer Loop is zoned General Commercial (B-2) and is the home of Christ the Rock Church, built in 2020.

Adjacent Zoning and Uses:

WEST: B-2, Vacant

NORTH: SF-1, Hutto Square

EAST: B-2, Vacant

SOUTH: SF-1, Hutto Square

SUMMARY OF REQUEST:

The applicant is working with the property owner to use a portion of their property to expand the existing outdoor gym and workout center. The original Specific Use Permit went before the Planning and Zoning Commission in February 2022 and was approved by City Council in March 2022. With the original Specific Use Permit, the applicant proposed utilizing two metal container structures for equipment storage and a covered walkway with an outdoor surface for the workout area. With the revised Specific Use Permit, the applicant wants to add a shared workspace container and/or pole barn where the members can gather before and after class. The applicant also wants to add an electric meter for a cold tub and sauna for the members.

A Specific Use Permit is required for outdoor recreation facilities in the General Commercial (B-2) district.

10.307.32 Outdoor recreation facility

10.307.32.1 Definition

Outdoor recreation facility: establishment providing facilities for guests for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, housed mostly outside of a structure. The term includes miniature golf courses, go-cart tracks, batting cages,

AGENDA ITEM REPORT

13.12.



bumper boats, and related recreational uses. Outdoor recreation facilities are not amusement parks. This term excludes facilities in athletic departments of schools, facilities of professional sports teams, public parks and playgrounds, and amenity and community centers.

10.307.32.2 Permitted locations: Outdoor recreation facilities are considered subject to specific use permit review in the B-2 district.

10.307.32.3 Conditions: Improvements or activity areas must be located at least 100 ft. from the boundary of any residential zoning district or lodging establishment.

The existing parking lot is approximately 195' from the closest residential fence line.

Outdoor recreation facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize their impact (this item was waived for the property via an approved variance attached).

May operate only between 9:00 AM and 9:00 PM.

Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

STAFF REVIEW:

Staff sent notices to 84 adjacent property owners within 600' and to date staff has received two responses against the request.

The Planning and Zoning Commission recommends approval of the Proposed SUP with the following conditions:

Operating hours will be Monday thru Friday 6 am – 9 pm, Saturday 8 am -12 pm, no Sunday.

No parking on grass.

Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

Must be located behind the front drive aisle of the existing parking lot.

FISCAL NOTES:

No known fiscal impacts at this time.

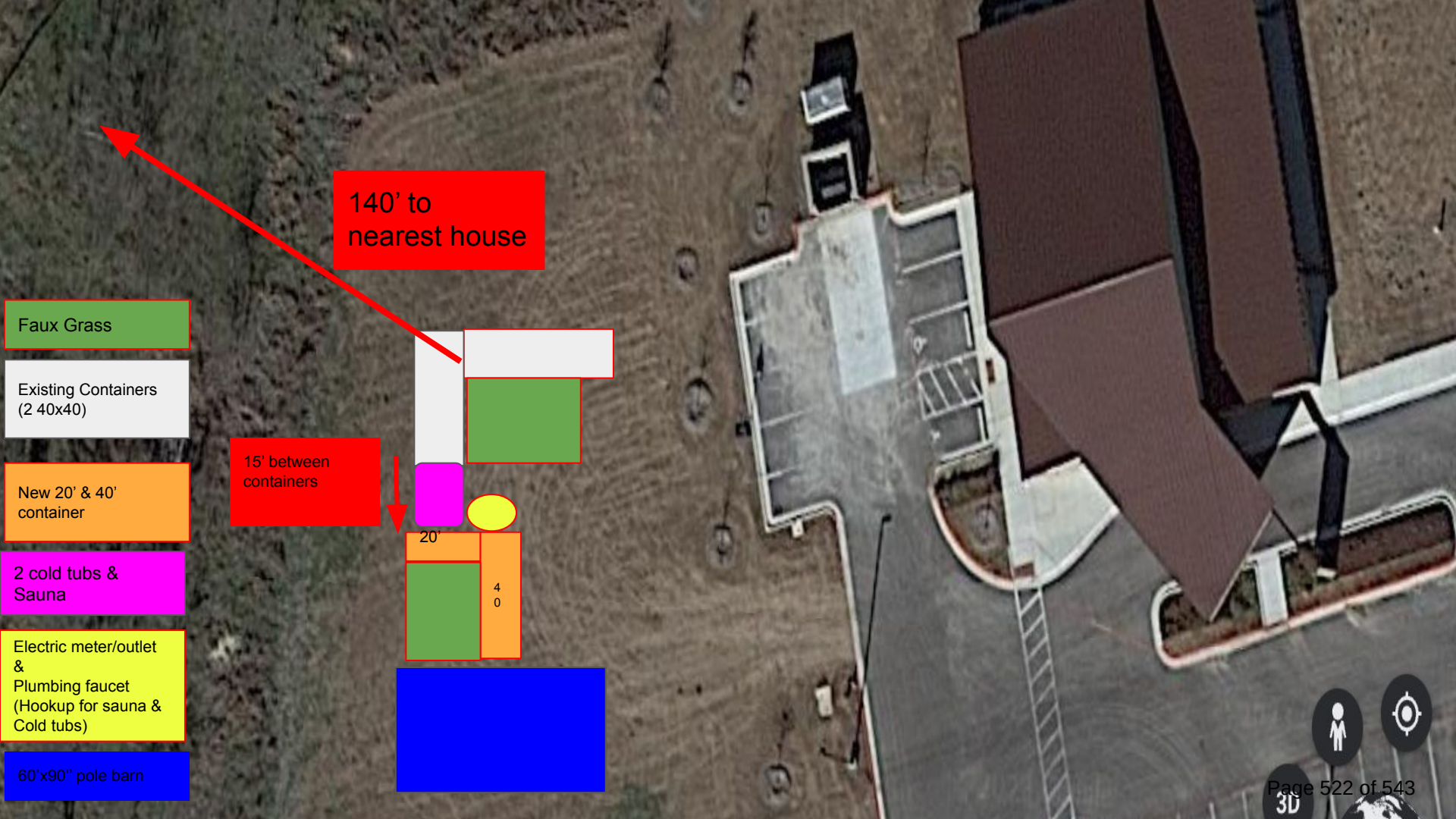
AGENDA ITEM REPORT

13.12.



ATTACHMENTS:

1. SUP Revision Site Layout
2. (Ord)Patriot Fitness SUP
3. SUP_Outdoor_Recreation_3250_Limmer_Loop
4. Patriot Gym Concept Original SUP (2)
5. Betros Objection
6. Approval Letter for 3250 Limmer Loop



140' to nearest house

Faux Grass

Existing Containers
(2 40x40)

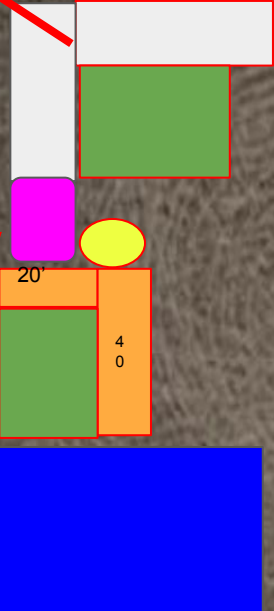
New 20' & 40'
container

2 cold tubs &
Sauna

Electric meter/outlet
&
Plumbing faucet
(Hookup for sauna &
Cold tubs)

60'x90" pole barn

15' between
containers



ORDINANCE NO. O-2023-040

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW AN EXISTING OUTDOOR RECREATION FACILITY USE TO EXPAND IN THE B-2 (GENERAL COMMERCIAL DISTRICT) ZONING DISTRICT AT 3250 LIMMER LOOP, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; 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 grant a Specific Use Permit to allow for the expansion of an outdoor recreation use in the B-2 (General Commercial) zoning district at the property known as 3250 Limmer Loop, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 1st day of February, 2022, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 1st day of February, 2022, and;

WHEREAS, on the 3rd day of March 2022, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request and approved the request, and;

WHEREAS, on the 11th day of July, 2023, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 11th day of July, 2023, and;

WHEREAS, on the 20th day of July 2023, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the City Council determines that the regulations 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 (2020 Edition, as amended), 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.

1.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.18.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

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 on first reading on this the **20th** day of **July 2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

READ, PASSED and ADOPTED on second reading of ordinance this **3rd** day of **August** at a meeting of the Hutto, Texas City Council; there being a quorum present.

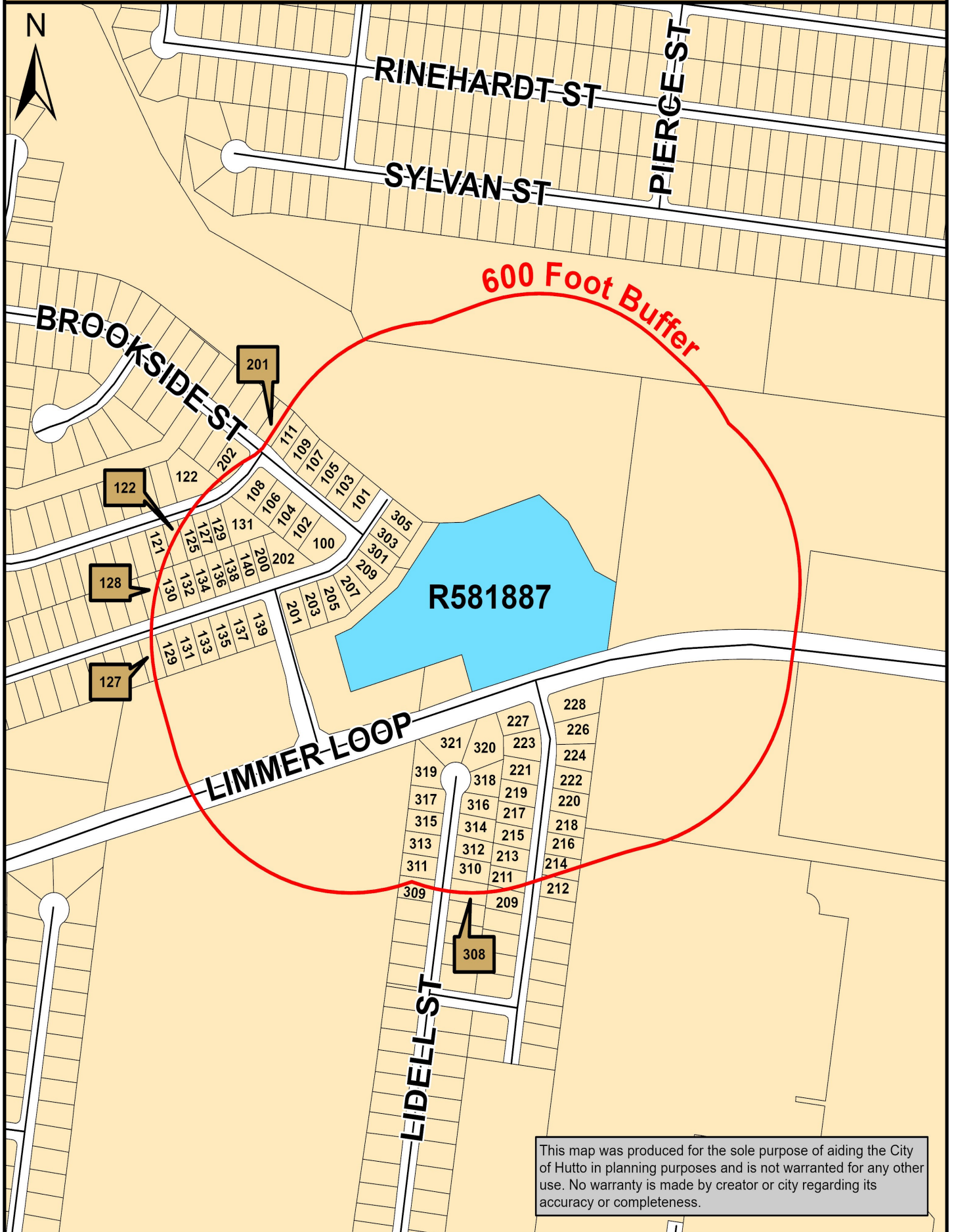
THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Lewis, City Secretary

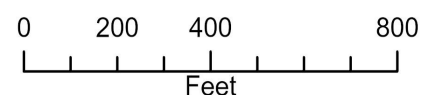
SUP Outdoor Recreation - 3250 Limmer Loop



Map Document: (K:\Site_Location_Maps\2022_Site_Location_

Maps\SUP_Outdoor_Recreation_3250_Limmer_Loop.mxd)

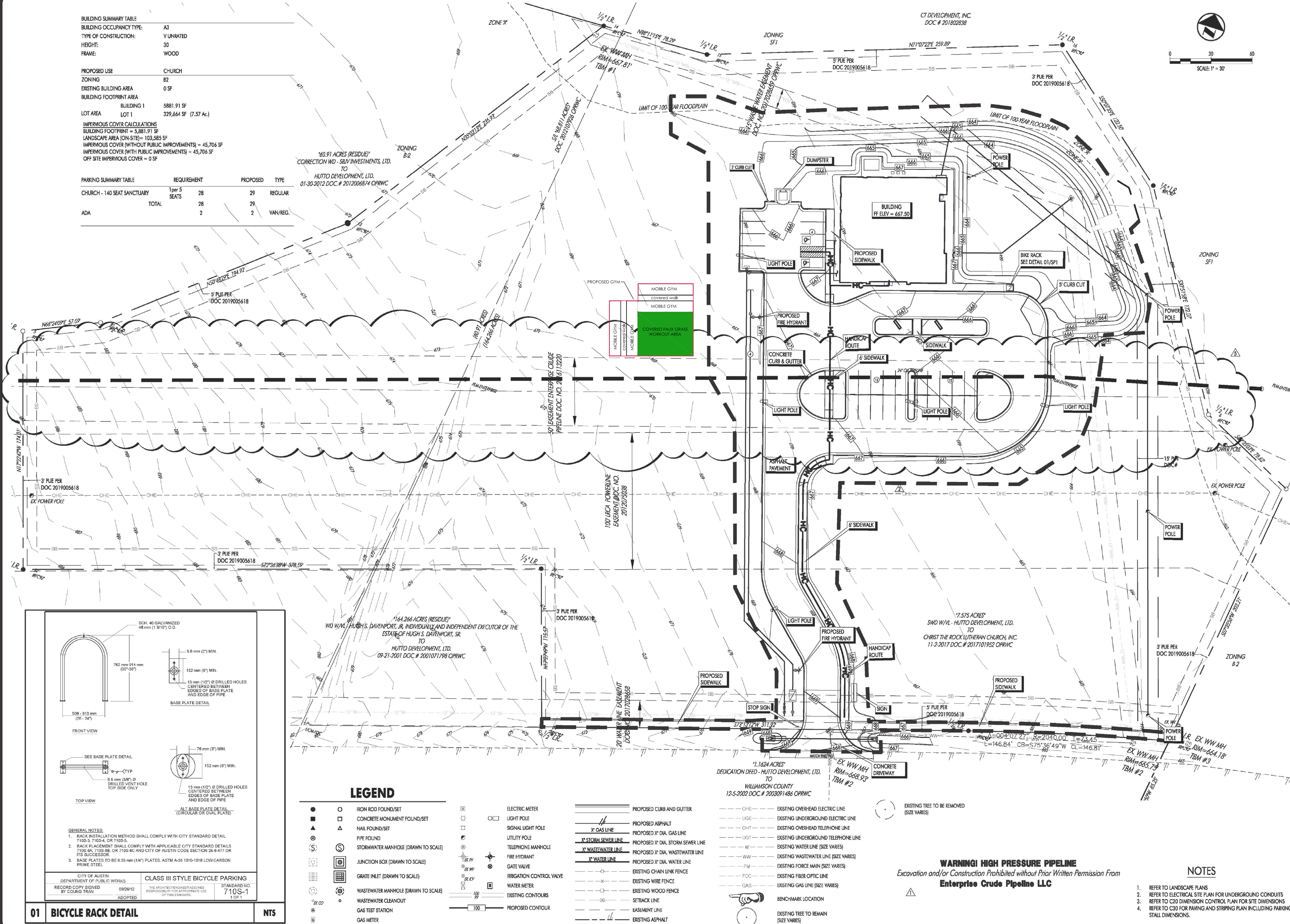
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BUILDING SUMMARY TABLE	
BUILDING OCCUPANCY TYPE:	A3
TYPE OF CONSTRUCTION:	UNRATED
HEIGHT:	30
FRAME:	WOOD
PROPOSED USE	
CHURCH	
ZONING	B2
EXISTING BUILDING AREA	0 SF
BUILDING FOOTPRINT AREA	
BUILDING 1	5881.91 SF
LOT 1	329,664 SF (7.57 Ac.)

IMPERVIOUS COVER CALCULATIONS
 BUILDING FOOTPRINT = 5,881.91 SF
 LANDSCAPE AREA (ON-SITE) = 103,365 SF
 IMPERVIOUS COVER (WITHOUT PUBLIC IMPROVEMENTS) = 45,706 SF
 IMPERVIOUS COVER (WITH PUBLIC IMPROVEMENTS) = 45,706 SF
 OFF-SITE IMPERVIOUS COVER = 0 SF

PARKING SUMMARY TABLE		REQUIREMENT	PROPOSED	TYPE
CHURCH - 140 SEAT SANCTUARY	1 per 5 SEATS	28	29	REGULAR
	TOTAL	28	29	
ADA		2	2	VAN/REG.



HAGOOD ENGINEERING ASSOCIATES
 900 E. Main Street
 Round Rock, TX 78664
 Phone (512) 244-1544
 Fax (512) 244-1010
 www.hagoood.com
 TPE Registration No. F-12709

TERRY R. HAGOOD
 529.60
 PROFESSIONAL ENGINEER
 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRY R. HAGOOD, P.E., LICENSE NO. 529.60. THIS DRAWING MAY NOT BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND THEN ONLY IN ACCORDANCE WITH THE RULES OF THE TEXAS ENGINEERING BOARD ACT.

JOB NO. 18-0150 2019 PEAL, Inc.
 DATE SIGNED: 7/14/2020
 ISSUED FOR: CONSTRUCTION

SITE DEVELOPMENT PLANS
CHRIST THE ROCK CHURCH
3250 LIMMER LOOP
HUTTO, TX 78634

REVISIONS		
NO.	DATE	DESCRIPTION
1	10-28-2019	ADD ENTERPRISE NOTE
2	11-12-2019	ADJUST SITE PLAN DUE TO ENTERPRISE OIL PIPE LOCATION
3	7-14-2020	ADJUSTED ENTERPRISE EASEMENT AND PIPE LOCATION BY SURVEY

PEA PROJECT NO. 18-015
ISSUED DATE: 7/14/2020

SITE PLAN

SHEET NO.
SP1
 05
 SITE PLAN NO.



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: JULY 11, 2023
CITY COUNCIL ON: JULY 20, 2023
MEETING LOCATION: 500 W. Live Oak Street – City Hall
MEETING TIMES: 7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

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: Specific Use Permit request for the property known as **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

Name: Samuel C Betros & Erin A Betros
Address: 100 Brookside St, Hutto, TX 78634

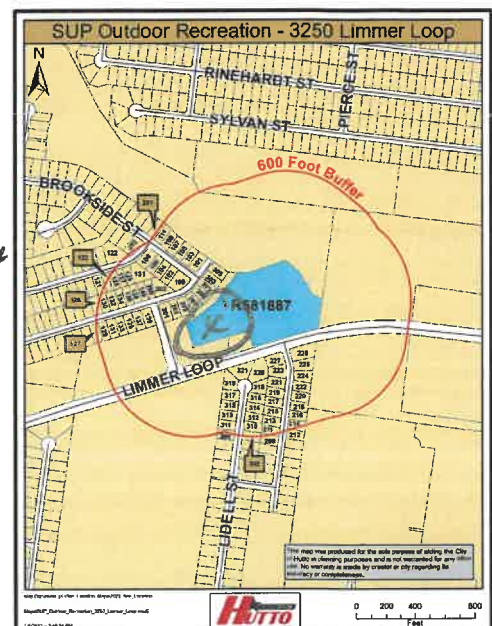
☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

I object to Any Permanent Structure being built for Gym. As long as Connex's stay the gym may continue operations. However if Gym & church would open a Rec PlayGround at circled X location on property a permanent structure may be built.

SITE LOCATION MAP





Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Tanner Rose, Place 6

City Manager
Odis Jones

June 27, 2019

Christ the Rock Lutheran Church
3250 Limmer Loop
Hutto, TX 78634

Dear Applicant,

We are pleased to inform you that the following agenda item, presented at the June 26, 2019 Zoning Board of Adjustments meeting has been approved by the Commission unanimously.

Consideration of a public hearing and possible action on variance request #1.43 for the property located at 3250 Limmer Loop from the parking lot and vehicular screening requirements as outlined in Section 10.407.5.2; and from the buffer yard requirements as outlined in Section 10.403.6.3 of the Unified Development code (UDC). Commercial, Office, Public, Institutional, and Mixed Use Building Design requirements, as outlined in Section 10.406 of the Unified Development Code (UDC).

The next step is to continue the site plan process and then the building permit process. Please note that this variance has an expiration of one (1) year from approval unless acted on.

Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ashby Grundman'.

Ashby Grundman
Development Services Director

AGENDA ITEM REPORT

13.13.



To: City Council
Subject: Consideration and possible action on approving the July 10 Special Called Joint Economic Development Corporation and City Council, July 20 Work Session, July 20 City Council, and July 22 Special Called City Council meeting minutes (Angela Lewis)
Meeting: Thursday, August 3, 2023
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Staff recommends City Council approves the July 10 Special Called Joint Economic Development Corporation and City Council, July 20 Work Session, July 20 City Council, and July 22 Special Called City Council meeting minutes (Angela Lewis)

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Special Called Joint Mtg HEDC-CC_Minutes 7.10.23
2. 7.20.23 Work Session Minutes DRAFT
3. 7.20.23 CC Meeting Minutes DRAFT
4. 7.22.23 Budget Meeting Minutes DRAFT



City of Hutto

Minutes

Special Called Joint Meeting of the Hutto City Council and the Hutto Economic Development Corp. Type A and Type B Board of Directors

**Monday, July 10, 2023 at 6:00 PM
City Council Chambers**

1. CALL SESSION TO ORDER

Meeting called to order at 6:12pm

2. ROLL CALL

City Council: Councilmember Clark absent, all others present
HEDC: all members present

2.1. City Council:
Mayor, Mike Snyder
Mayor Pro-Tem, Peter Gordon
Councilmember, Brian Thompson
Councilmember, Dan Thornton
Councilmember, Randal Clark
Councilmember, Dana Wilcott
Councilmember, Amberley Kolar

2.2. HEDC:
Chairman, Don Carlson
Vice-Chairman, Shawn Lucas
Secretary, Erin Clancy
Treasurer, Marcus Coleman
Board Member, Matthew Minton
Board Member, Brian Thompson
Board Member, Terrance Owens

3. PLEDGE OF ALLEGIANCE

4. 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 and the Hutto Economic Development Corporation Type A and the Hutto Economic Development Corporation Type B on agenda issues and on agenda issues (i.e., Corporation 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) 759-4913 during business hours. Each person providing public comment will be limited to 3 minutes. (Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits governing bodies from a full discussion, debating, or considering subjects for which public notice has not been

given on the agenda. Issues that cannot be referred to the Corporation or City Staff for action may be placed on the agenda of a future meeting.)

None

5. EXECUTIVE SESSION

The Board and City Council will now recess the open meeting and reconvene in executive session pursuant to Texas Government Code Section 551.071 (Attorney Consultation), 551.087 (Economic Development), and 551.072 (Real Property) to deliberate and seek legal advice regarding: the Butler Loan Settlement.

Recessed to Executive Session at 6:14pm

Convened in Executive Session at 6:15pm

Exited Executive Session at 6:34pm

Reconvened Public Session at 6:40pm

City Council recessed to a second Executive Session at 9:37pm

City Council convened in their second Executive Session at 9:42pm

City Council exited their second Executive Session at 9:51pm

City Council reconvened in their second Public Session at 9:57pm

No action taken in either Executive Session

6. ACTION RELATIVE TO EXECUTIVE SESSION

- 6.1. Discuss and consider adopting Resolution R-2023-158, consenting to Cottonwood Development Corporation's approval and execution of a Settlement Agreement between Butler Equity Holdings, Ltd. and the Corporation to resolve a contract dispute; approval of the terms of a promissory note serving as consideration for the settlement agreement; authorizing the City Manager to execute the promissory note and acknowledge the Settlement Agreement; providing for severance, providing for repeal; and providing an effective date.

City Council action item: Motion by Councilmember Thompson to approve, seconded by Mayor Pro-tem Gordon. Passed 6-0.

7. OTHER BUSINESS

- 7.1. Discussion of Hutto development opportunities, planning, and incentives.

No action

8. ADJOURNMENT

HEDC Adjourned at 9:36pm

City Council Adjourned at 10:04pm after a second Executive Session and action on item 6.1

9. CERTIFICATION

- 9.1. I certify that this notice of the July 10, 2023 Joint Special Called Meeting of the Hutto City Council and the Hutto Economic Development Corporation Type A and the Hutto Community Development Corporation Type B meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on July 7, 2023 before 5:30 P.M.

Mike Snyder, Mayor

Don Carlson, Chairman

Angela Lewis, City Secretary

Erin Clancy, Secretary



City of Hutto

MINUTES

City Council Work Session
Thursday, July 20, 2023 at 6:00 PM
Executive Conference Room

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 www.huttotx.gov

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark, Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar

Absent: None

Members of staff present: James Earp, City Manager; Ashley Bailey, Development Services Director, David Amsler, Assistant to the City Manager, Rick Coronado, Public Works Director, Anne LaMere, Interim Finance Director, Matt Rector, City Engineer, Dottie Palumbo, City Attorney, Angela Lewis, City Secretary, Amanda Taylor, Assistant City Secretary

3. OTHER BUSINESS

3.1 Personnel Policies – 2nd Review (Irene Talioaga)

Irene Talioaga, Human Resources Director, Heather Harris, Human Resources Generalist, Renee Palmer, Human Resources Coordinator, and Charlotte Gonzalez, Human Resources Generalist, presented the second reading of the updates to the personnel policies. After discussion, another workshop will be scheduled for September 21.

4. ADJOURNMENT – 7:17 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Meeting
Thursday, July 20, 2023 at 7:00 PM
City Council Chambers
500 W. Live Oak Street

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1. CALL SESSION TO ORDER: 7:26 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar and Councilmember Dana Wilcott

Absent: Councilmember Randal Clark

Members of staff that were present were James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; Ashley Bailey, Executive Director of Development Services; Bob Farley, Executive Director, Economic and Development; Angela Lewis, City Secretary; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Amanda Taylor, Assistant City Secretary

3. INVOCATION –Elder Luke Archibald and Elder Evan Hubbard from the Church of Jesus Christ of Latter Day Saints

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

James R. Earp, City Manager

City Manager Earp provided updates on the following:

- Burn Ban in effect in Williamson County
- Water Conservation – in Stage 2, saw 7% reduction in usage
- Accepting applications for Hutto Citizens' University, new class begins in August
- Building the Future videos
- Budget – City Council Special Called meeting Saturday, July 22
- Upcoming Events

6. PUBLIC COMMENTS

- Bruce Anderson
- Mickey Trivet (gave his time to Robin Sutton)
- Robin Sutton

7. PUBLIC HEARINGS AND RELATED ACTION

- 7.1 Public Hearing on a tax abatement agreement with Hutto Data Center Campus LLC, a joint venture between affiliates of Dallas-based Skybox Datacenters LLC and San Francisco-based Prologis, Inc (Legal)

Public hearing opened at 7:46 pm. There were no speakers, and the public hearing closed at 7:47 pm.

- 7.2 Consideration and possible action on Resolution No. R-2023-164 approving a tax abatement agreement with Hutto Data Center Campus LLC, a joint venture between affiliates of Dallas-based Skybox Datacenters LLC and San Francisco-based Prologis, Inc. and authorizing the City Manager to execute the agreement (Legal)

A motion was made by Councilmember Thornton and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-164. The vote passed 6,0.

- 7.3 Consideration of a public hearing and possible action on Ordinance No. O-2023-040 for the proposed Specific Use Permit request for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6) (Ashley Bailey)

Public hearing opened at 7:52 pm. There were no speakers, and the public hearing closed at 7:53 pm.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Wilcott to approve Ordinance No. O-2023-040. The vote passed 6,0.

- 7.4 Consideration and possible action on Resolution No. R-2023-162 for a Local Park Grant Program Application and authorizing the City Manager to act on behalf of the City and to submit the Application to the Texas Parks and Wildlife Department for improvements to Fritz Park (Jeff White)

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to approve Resolution No. R-2023-162. The vote passed 6,0.

8. BOARDS AND COMMISSIONS

- 8.1 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.

No appointments were recommended.

- 8.2 Consideration and possible action regarding Emergency Preparedness Task Force (Mayor Mike Snyder)

After discussion, it was recommended that members of the task force along with the Emergency Management Coordinator make a presentation to City Council on August 17.

9. ORDINANCES

- 9.1 Consideration and possible action on Ordinance No. O-2023-044 amending Chapter 24.06.003 section 2 of the Code of Ordinances for industrial waste discharged into the sewer system (Rick Coronado)

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to approve Ordinance No. O-2023-044. The vote passed 6,0.

10. OTHER BUSINESS

- 10.1 Consideration and possible action regarding Resolution No. R-2023-159 of Hutto Economic Development Corporation recommendation to City Council regarding the review and possible update to the current Impact Fee Ordinance (Bob Farley)

There was no action on this item. This item was moved to the September 7 City Council meeting to provide for further review.

- 10.2 Consideration and possible action to adopt a formal process for annual and semiannual reviews of the City Manager (Councilmember Peter Gordon)

There was no action on this item. After discussion, City Council decided to discuss this item at the August 3 meeting after Councilmember Wilcott volunteered to develop a strategic goals spreadsheet on the City Council message board for their review.

- 10.3 Consideration and possible action relating to amending the City Manager's Contract, including but not limited to, Section 12 and Section 5 of the Agreement (Mayor Mike Snyder)

A motion was made by Mayor Snyder and seconded by Councilmember Wilcott to amend the City Manager's contract to allow a flexible work schedule, compensatory time not to exceed 80 hours, right to remote work, and remove the "no more than 12 hours" for outside engagements in Section 12.

An amendment was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to remove Section 12 of the City Manager's contract. After discussion, Councilmember withdrew her amendment, and Mayor Pro Tem Gordon withdrew his second.

An amendment was by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve removing "shall not exceed 12 hours". The vote passed 4,2 (Snyder and Thornton dissenting).

The original motion made by Mayor Snyder and seconded by Councilmember Wilcott to amend the City Manager's contract to allow a flexible work schedule, compensatory time not to exceed 80 hours, right to remote work, and remove the "no more than 12 hours" for outside engagements in Section 12. The vote passed 4,2 (Thornton and Snyder dissenting).

11. CONSENT AGENDA ITEMS

- 11.1 Consideration and possible action on Resolution No. R-2023-166 to approve the Professional Services Agreement between the Hutto Economic Development Corporation and the City of Hutto for Fiscal Year 2024 (Bob Farley)
- 11.2 Consideration and possible action on Resolution No. R-2023-165, authorizing the City Manager to execute a contract with Freese and Nichols in regards to the Hutto Unified Development Code and Engineering Manual (Ashley Bailey)
- 11.3 Consideration and possible action on Resolution No. R-2023-167 awarding the minor reconstruction paving projects, identified in the pavement condition study, located on Mager Lane and County Road 133 in the amount of \$260,500, funded by the street and drainage capital outlay, to Brothers RDC Paving LLC of Hutto, TX (Rick Coronado)
- 11.4 Adoption of dates of August 17 and 24 For Council Budget Workshops, and Adoption of dates of September 7 and September 21 as Budget Hearing Dates (James Earp)
- 11.5 Discussion and possible action related to the June Monthly Financial Report (Anne LaMere)
- 11.6 Consideration and possible action on approving the July 6, 2023 Work Session, and July 6, 2023 City Council Meeting minutes (Angela Lewis)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve Consent Agenda Item Nos. 11.1, 11.2, 11.3, 11.4, 11.5, and 11.6 as presented. The vote passed 6,0.

13. EXECUTIVE SESSION – *Convened into Executive Session at 10:05 PM.*

- 12.1 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to a water reservation agreement in contemplation of negotiating for possible purchase of bulk water supply
- 12.2 Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects, including but not limited to Skybox2 and Project Prime being considered by the Hutto Economic Development Corporation or the City of Hutto
- 12.3 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests

No action was taken in Executive Session.

13. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 12:01 AM*

- 13.1. Consideration and possible action on Executive Session Agenda Items

There was no action taken.

14. CITY COUNCIL COMMENTS

- 14.1. General Comments from City Council

None.

- 14.2. Future Agenda Items

None.

15. ADJOURNMENT – *July 21st, 2023 at 12:02 AM*

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

Special Called City Council Work Meeting Saturday, July 22, 2023 at 9:00 AM 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 www.huttotx.gov

1. CALL SESSION TO ORDER: 9:00 AM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Dana Wilcott, Councilmember Randal Clark, Councilmember Dan Thornton, Councilmember Brian Thompson, Councilmember Amberley Kolar and Mayor Pro Tem Peter Gordon

Absent: None

Members of staff that were present were James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Ashley Bailey, Executive Director of Development Services; Bob Farley, Executive Director, Economic and Development; Matt Rector, City Engineer, Bill Zito, Emergency Services Coordinator, Allison Strupeck, Director of Communications, Rick Coronado, Public Works Director, Jeff White, Parks Director, Trudy Williams, Library Manager, Sara Cervantes, Director of Real Estate, Jeffrey Yarbrough, Chief of Police, Anne LaMere, Interim Finance Director, Angela Lewis, City Secretary

3. PUBLIC COMMENTS

- Cory Denena
- Mike Fowler
- Donna Fowler
- Michael Gray
- James Weaver
- Ida Weaver
- Scott & Shannon Carter (written comment read by Mayor Snyder)

4. OTHER BUSINESS

4.1 Fiscal Year 2024 Preliminary Budget Discussion (James Earp)

City Manager Earp provided an overview of the Fiscal Year 2024 preliminary budget for consideration.

City Council took a brief recess at 10:26 am and resumed the meeting at 10:42 am.

4.2 Presentation of Draft Capital Improvement Program (James Earp, Matt Rector)

City Manager Earp and Matt Rector, City Engineer, presented the draft capital improvement program for City Council discussion.

5. **ADJOURNMENT – 1:46 p.m.**

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

DRAFT

AGENDA ITEM REPORT

14.1.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-181 of the City of Hutto, Texas, authorizing the City Manager to negotiate and execute an agreement for a Wholesale Water Supply Contract for up to four (4) million gallons per day (MGD) of water supply
Meeting: Thursday, August 3, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

A request for proposals for wholesale water supply was issued by the city in June 2023. The open period closed on June 23, 2023. The city received two proposals.

On 7/6/2023 the City Council authorized the City Manager to negotiate a contract for the wholesale water supply agreement.

This resolution authorizing the agreement is presented to the City Council to provide authority to the City Manager to execute the agreement for up to four (4) million gallons per day (MGD) of water supply.

SUMMARY OF REQUEST:

Staff requests the approval of the resolution authorizing the execution of the agreement.

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

14.2.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-182 of the City of Hutto, Texas, authorizing the City Manager to execute a Groundwater Reservation Agreement to reserve up to five (5) million gallons per day (MGD) of Reserved Water from existing permitted groundwater rights from a Groundwater Source and negotiate a Groundwater Supply Contract from the same provider.
Meeting: Thursday, August 3, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

A request for proposals for wholesale water supply was issued by the city in June 2023. The open period closed on June 23, 2023. The city received two proposals.

On 7/20/2023 the City Council authorized the City Manager to negotiate a water reservation agreement.

This resolution authorizing the agreement is presented to the City Council to provide authority to the City Manager to execute the agreement for up to five (5) million gallons per day (MGD) of future water supply.

SUMMARY OF REQUEST:

Staff suggests the approval of the resolution authorizing the execution of the agreement.

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None