



City of Hutto

Agenda

City Council Meeting

Thursday, April 2, 2026 at 7:00 PM

Council Chambers, City Hall – 500 W. Live Oak Street

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1. Child Abuse Prevention and Awareness Month

5.2. Sexual Assault Awareness Month

6. PUBLIC COMMENT

Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council can not talk about any items not on the agenda per state law. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on April 2, 2026. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. BOARDS AND COMMISSIONS

7.1. 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, and Area Government appointments.

7.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD).

7.3. Consideration and possible action on Resolution No. R-2026-076 appointing a representative to the Central Texas Clean Air Coalition (CAC) (City Council)

8. PRESENTATIONS

8.1. Hutto Chamber of Commerce Update Presentation (Joe Gonzalez)

8.2. Hutto Arts Today (HAT) presentation regarding their application for the use of Hotel Occupancy Funds for the Mural Fest event. (Lizzy Samples)

9. PUBLIC HEARINGS AND RELATED ACTION

9.1. Continue a public hearing and possible action on Ordinance No. O-2026-010 approving the levy of special assessments for, and apportioning the costs of, certain improvements to property in and for the Prairie Winds Public Improvement District Improvement Area #2; fixing a charge and lien against all properties within the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and true owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date. (Alberta Barrett)

- 9.2. Consideration and possible action on Ordinance No. O-2026-011 authorizing the issuance of the "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds District Improvement Area #2); approving and authorizing an indenture of trust, a bond purchase agreement, an offering memorandum, a continuing disclosure agreement, a landowner agreement, a reimbursement agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (Alberta Barrett)
- 9.3. Conduct a public hearing and possible action on Ordinance No. O-2026-012 approving the levy of special assessments for, and apportioning the costs of, certain improvements to property in and for the Cottonwood Public Improvement District Improvement Area #3; fixing a charge and lien against all properties within the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and truck owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date. (Alberta Barrett)
- 9.4. Consideration and possible action on Ordinance No. O-2026-013 authorizing the issuance of the "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood District Improvement Area #3); approving and authorizing an indenture of trust, a bond purchase agreement, an offering memorandum, a continuing disclosure agreement, a landowner agreement, a reimbursement agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (Alberta Barrett)

10. CONSENT AGENDA ITEMS

- 10.1. Consideration and possible action on Resolution No. R-2026-077 awarding full-depth repair projects, identified in the pavement condition study treatment plan, located in Hutto Old Town district, including Live Oak Street, Hutto Street, and West Metcalfe Street in the amount of \$779,075.50 funded by the street maintenance and repair fund, to Asphalt Inc., LLC. (Rick Coronado)
- 10.2. Consideration and possible action on Resolution No. R-2026-078 awarding pavement milling and hauling project located on Brooklands Blvd entrance in the amount of \$81,792.00, funded by the street maintenance and repair fund, to Asphalt LLC., Inc. (Rick Coronado)
- 10.3. Consideration and possible action on Resolution No. R-2026-079 authorizing the City Manager to execute a task order with Raba Kistner for Materials Testing in the amount of \$80,143.80 for construction materials observation and testing services related to the County Road 137 from FM 1660 to Brushy Creek project (CIP T05--2023). (Patricia Davis)
- 10.4. Consideration and possible action on Resolution No. R-2026-080 authorizing the City Manager to execute an amended water service disconnection agreement with Manville Water Supply Corporation. (Alberta Barrett)
- 10.5. Consideration and possible action on Resolution No. R-2026-081 authorizing participation in PACE (Purchasing Association of Cooperative Entities) Purchasing Cooperative for future purchases of goods and services. (Alberta Barrett)
- 10.6. Consideration and possible action on Ordinance No. O-2026-014 amending the budget for the fiscal year of October 1, 2025 through September 30, 2026. (Alberta Barrett)
- 10.7. Consideration and possible action on acceptance of the February 2026 financial report. (Alberta Barrett)

- 10.8. Consideration and possible action on approving the following City Council meeting minutes: February 28, 2026 Joint City Council/Boards and Commissions Strategic Planning Session, March 5, 2026 Work Session, March 5, 2026 City Council Meeting, March 7, 2026 Special Called City Council Meeting, March 12, 2026 Work Session and March 12 City Council Meeting. (Laura Hallmark)

11. ORDINANCES

- 11.1. Consideration and possible action on Ordinance No. O-2025-015 amending Chapter 24, Article 24.07, Division 2 "Drought Contingency Plan" of the Code of Ordinances in accordance with state law and adopting the 2025 City of Hutto Utility profile and water conservation plan. (Rick Coronado)

12. RESOLUTIONS

- 12.1. Consideration and possible action on Resolution R-2026-082 to approve the revised application for use of Hotel Occupancy Funds in support of Hutto Arts Today's Mural Fest event. (Cheney Gamboa)
- 12.2. Consideration and possible action to approve Resolution No. R-2026-083 reaffirming City support for Temple College. (Mayor Mike Snyder)

13. OTHER BUSINESS

- 13.1. Discussion and Possible Action on Fencing Options for Impacted Residences – Legends of Hutto Project (Kate Moriarty)
- 13.2. Presentation and possible action to approve a Hutto Wastewater Treatment Pilot Project. (Councilmember Gordon)

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. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Interlocal Agreements for the allocation of sales tax revenue between the Williamson County Emergency Services District #3 and the City of Hutto, Texas;
- 14.2. Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate) to deliberate and seek legal advice regarding the acquisition of real property interests A - south of US 79, following the alignment of Brushy Creek between Chris Kelley Blvd and CR 137 as part of the Brushy Creek Wastewater Interceptor Phase 4 project (CIP WW11-2025): Parcel 35 B - acquisition of property, relating to the alignment in the Mobility Master Plan.
- 14.3. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to: (a) Project Core; (b) Project Cottonwood; (c) Project Lake; (d) Project Megasite; (e) Project Heartbeat; (f) Project Historic Beauty; (g) Project Orchard; (h) Project Shrine; (i) Project West; and (j) Project Satellite.

15. ACTION RELATIVE TO EXECUTIVE SESSION

15.1. Consideration and possible action related to Executive Session agenda items, listed above.

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.

16.1. General Comments from City Council

16.2. Future Agenda Items

17. ADJOURNMENT

18. CERTIFICATION

I certify that this notice of the April 2, 2026 Hutto City Council meeting was posted in accordance with the Texas Open Meetings Act on the City of Hutto website (huttotx.gov) and the City Hall bulletin board (500 W. Live Oak Street) on March 27, 2026 before 6:00 P.M.




Amanda Taylor

The City of Hutto is committed to complying with the Americans with Disabilities 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 CitySecretary@huttotx.gov or call (512) 759-4839 for assistance.



WHEREAS, THE MONTH OF APRIL IS RECOGNIZED NATIONALLY AS CHILD ABUSE PREVENTION AND AWARENESS MONTH, A TIME TO RAISE AWARENESS ABOUT THE CRITICAL ISSUE OF CHILD ABUSE AND NEGLECT, RECOGNIZE THAT EVERY CHILD HAS THE RIGHT TO GROW UP IN A SAFE, NURTURING ENVIRONMENT, FREE FROM ABUSE AND NEGLECT, AND ACKNOWLEDGE THAT THE WELL-BEING OF OUR CHILDREN IS A SHARED RESPONSIBILITY THAT STRENGTHENS THE FOUNDATION OF OUR COMMUNITY; AND

WHEREAS, CHILD ABUSE AND NEGLECT IMPACT CHILDREN OF ALL AGES, RACES, AND SOCIOECONOMIC BACKGROUNDS, POSING A SIGNIFICANT THREAT TO THEIR PHYSICAL, EMOTIONAL, AND DEVELOPMENTAL HEALTH; REQUIRING A UNITED EFFORT TO ADDRESS; AND

WHEREAS, THE WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER (WCCAC) IS DEDICATED TO ITS MISSION OF PROVIDING HOPE, HEALING, AND JUSTICE TO CHILDREN AND FAMILIES IMPACTED BY ABUSE, VIOLENCE, AND EXPLOITATION IN OUR COMMUNITY. IN 2025, THE WCCAC CONDUCTED 968 FORENSIC INTERVIEWS, WITH 50% OF CASES INVOLVING SEXUAL ABUSE, 23% PHYSICAL ABUSE, AND 19% NEGLECT, PREDOMINANTLY IMPACTING CHILDREN AGED 7-12, FOLLOWED BY 13-17 YEAR OLDS, THEN BIRTH-6-YEAR-OLDS. ADDITIONALLY, THE WCCAC PROVIDED 385 MEDICAL EXAMS, SUPPORTED 621 FAMILIES THROUGH ADVOCACY, DELIVERED TRAUMA THERAPY TO 158 INDIVIDUALS, EDUCATED 23,526 COMMUNITY MEMBERS ON CHILD SAFETY AND HAD 2,853 VOLUNTEER HOURS REPRESENTED BY OVER 700 VOLUNTEERS. THE WCCAC PLAYS A PIVOTAL ROLE IN PROVIDING A SAFE AND SUPPORTIVE SPACE FOR CHILDREN WHO HAVE BEEN ABUSED, OFFERING COMPREHENSIVE SERVICES THAT PROMOTE HEALING FOR BOTH THE CHILD VICTIMS AND THEIR NON-OFFENDING FAMILY MEMBERS. INVESTING IN PREVENTION NOT ONLY SUPPORTS HEALTHY CHILD DEVELOPMENT BUT ALSO SIGNIFICANTLY REDUCES LONG-TERM COSTS TO SOCIETY, ENSURING RESOURCES ARE DIRECTED TOWARD FOSTERING GROWTH AND RESILIENCE IN OUR CHILDREN; AND

WHEREAS, THE CITY OF HUTTO RECOGNIZES THE IMPORTANCE OF RAISING AWARENESS ABOUT CHILD ABUSE PREVENTION AND SUPPORTING EFFORTS THAT EMPOWER FAMILIES, TRAIN COMMUNITY MEMBERS, AND FOSTER PARTNERSHIPS WITH LOCAL LAW ENFORCEMENT AND CHILD-SERVING PROVIDERS TO CREATE SAFER ENVIRONMENTS FOR CHILDREN; AND

WHEREAS, WE MUST CONTINUE TO STAND TOGETHER AS A COMMUNITY TO PROTECT OUR CHILDREN, ADVOCATE FOR THEIR RIGHTS, AND ENSURE THEY HAVE THE OPPORTUNITY TO THRIVE AND REACH THEIR FULL POTENTIAL IN A SUPPORTIVE AND LOVING ENVIRONMENT;

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HEREBY PROCLAIM APRIL 2026 AS:

CHILD ABUSE PREVENTION AND AWARENESS MONTH

AND ENCOURAGE ALL HUTTO RESIDENTS, ORGANIZATIONS, AND COMMUNITY LEADERS TO JOIN TOGETHER IN A SHARED EFFORT TO PREVENT CHILD ABUSE, RAISE AWARENESS ABOUT ITS IMPACT, AND SUPPORT THE VITAL WORK OF THE WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER IN PROVIDING HOPE AND HEALING FOR CHILDREN AND FAMILIES.

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR



WHEREAS, SEXUAL ASSAULT AWARENESS MONTH AIMS TO RAISE PUBLIC AWARENESS ABOUT SEXUAL VIOLENCE, PROVIDES ACCESS TO RESOURCES, SUPPORT, AND EDUCATES COMMUNITIES ABOUT PREVENTION; AND

WHEREAS, FOR 25 YEARS, SEXUAL ASSAULT AWARENESS MONTH HAS UNITED SURVIVORS, ADVOCATES, LAW ENFORCEMENT, MEDICAL PROFESSIONALS, AND COMMUNITIES WITH A SHARED COMMITMENT TO END SEXUAL VIOLENCE AND HARASSMENT; AND

WHEREAS, A SEXUAL ASSAULT OCCURS NEARLY EVERY MINUTE IN THE UNITED STATES, AND EVERY NINE MINUTES, THE VICTIM IS A CHILD; AND

WHEREAS, SEXUAL VIOLENCE REMAINS A WIDESPREAD ISSUE DIRECTLY AFFECTING CHILDREN, FAMILIES, AND ENTIRE COMMUNITIES THROUGHOUT THE STATE OF TEXAS AND WILLIAMSON COUNTY. VARYING DISPARITIES AND BARRIERS CONTINUE TO KEEP REPORTING TO LAW ENFORCEMENT LOW. IN 2024, ONLY 23.6% OF SEXUAL ASSAULT AND RAPE INCIDENTS WERE REPORTED TO POLICE IN THE U.S.; AND

WHEREAS, THE HUTTO POLICE DEPARTMENT IS COMMITTED TO THE SAFETY OF THE HUTTO COMMUNITY, FIGHTING FOR JUSTICE, PROVIDING ADEQUATE LOCAL RESOURCES FOR SURVIVORS, COLLABORATING WITH COMMUNITY PARTNERS THAT SUPPORT SURVIVORS, PROMOTING COMMUNITY EDUCATION AND METHODS FOR PREVENTION, AND STANDING FIRM TO PROTECT THOSE MOST VULNERABLE IN OUR COMMUNITIES; AND

WHEREAS, THE WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER AND BRAVE ALLIANCE PROVIDE MEDICAL FORENSIC EXAMS FOR CHILD AND ADULT SURVIVORS, AND HOPE ALLIANCE PROVIDES ADVOCACY, SAFE SHELTER, COUNSELING, AND WRAPAROUND SERVICES THAT ENSURES A COLLABORATIVE AND VICTIM-CENTERED APPROACH TO SURVIVOR HEALING; AND

WHEREAS, THE CITY OF HUTTO ENCOURAGES THE COMMUNITY TO SUPPORT SURVIVORS BY WORKING TOGETHER TO SAFEGUARD A HEALING-CENTERED COMMUNITY AND REPORT INSTANCES OF SEXUAL VIOLENCE TO LAW ENFORCEMENT, AND

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HEREBY PROCLAIM APRIL 2026 AS:

SEXUAL ASSAULT AWARENESS MONTH

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR

AGENDA ITEM REPORT

7.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-076 appointing a representative to the Central Texas Clean Air Coalition (CAC) (City Council)
Meeting: Thursday, April 2, 2026
Department: City Secretary /
Staff Contact:

ITEM SUMMARY:

Background

The Central Texas Clean Air Coalition (CAC) is a voluntary, unincorporated association affiliated with the Capital Area Council of Governments (CAPCOG) that was established in November 2002. The purpose of the CAC is to develop, adopt, and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis, and Williamson Counties. The City of Hutto is a general member of the CAC, which requires the governing body to appoint one elected official by resolution to serve as the city's representative on the Coalition. Each general member's governing body must provide written notification to the CAPCOG staff liaison of the appointed representative.

Representative Terms and Requirements

According to the CAC Bylaws (revised May 8, 2019), representative terms begin on the date of appointment and terminate on December 31st of odd-numbered years[1]. There is no limit to the number of times a representative may be reappointed. Representatives are expected to attend all meetings, with attendance records maintained by CAPCOG staff.

Central Texas Clean Air Coalition Structure

The CAC operates with two membership categories:

General Members - Local governments or Independent School Districts within the Austin Metropolitan Statistical Area (MSA) that have ratified the current clean air plan and committed to implementing selected emission reduction measures. General members must appoint one elected official to serve on the Coalition.

Supporting Members - Organizations that act within their organizations to support the purpose of the CAC. Supporting members are not required to appoint representatives and are not allowed to vote.

Coalition Purpose and Responsibilities

The primary purposes of the CAC include:

Developing, adopting, and implementing a clean air plan to achieve and maintain compliance with federal air quality standards

Establishing and monitoring regional efforts toward air quality improvement

Developing policies and strategies to guide independent governing bodies about clean air actions

AGENDA ITEM REPORT

7.3.



Working cooperatively to achieve clean air standards that protect public health while allowing flexibility for local governments

Providing recommendations to the CAPCOG Executive Committee regarding funding for regional air quality programs

Proposed Appointment

Staff recommends the appointment of Jim Morris as the City of Hutto representative to the Central Texas Clean Air Coalition for the 2026-2027 term. This appointment will fulfill the city's membership obligations as a general member and ensure Hutto has a voice in regional air quality planning and policy development.

Strategic Alignment

This appointment aligns with the City of Hutto's commitment to regional collaboration and environmental stewardship. Participation in the CAC demonstrates the city's engagement with regional partners on air quality issues that affect public health and quality of life throughout Central Texas.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Clean Air Coalition Resolution
2. CAC Bylaws Revised 2019-05-08

RESOLUTION NO. R-2026-###

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
TO APPOINT AN ELECTED OFFICIAL TO THE CENTRAL
TEXAS CLEAN AIR COALITION FOR THE 2026-2027
TERM**

WHEREAS, the City of Hutto, Williamson County, Texas (the "City"), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council Members; and

WHEREAS, The Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional efforts to improve and protect air quality in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA); and

WHEREAS, General members of the Clean Air Coalition shall be local governments or Independent School Districts within the Austin-Round Rock-San Marcos MSA that have ratified the current clean air plan, committing to implementing selected emission reduction measures; and

WHEREAS, Each general member must appoint one elected official from their governing body to serve on the Clean Air Coalition; and

WHEREAS, Jim Morris will participate in the Clean Air Coalition representing City of Hutto in accordance with the coalition bylaws; and

WHEREAS, General member's governing body shall provide written notification to the CAPCOG staff liaison of the appointed Clean Air Coalition representative.

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 appoints Jim Morris as the City of Hutto Representative to the Clean Air Coalition for the term beginning January 1, 2026 and set to expire on December 31, 2027.

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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd of April, 2026, on a vote of ____ AYES; ____ NAYS; and ____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Central Texas Clean Air Coalition of the Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019

AGENDA ITEM REPORT

9.1.



To: City Council

Subject: Continue a public hearing and possible action on Ordinance No. O-2026-010 approving the levy of special assessments for, and apportioning the costs of, certain improvements to property in and for the Prairie Winds Public Improvement District Improvement Area #2; fixing a charge and lien against all properties within the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and true owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date. (Alberta Barrett)

Meeting: Thursday, April 2, 2026

Department: Finance /

Staff Contact: Alberta Barrett

ITEM SUMMARY:

Prior Action

- On October 7, 2021, the City Council approved the Development Agreement by Resolution No. R-2021-147A;
- The Prairie Winds Public Improvement District was created on July 6, 2023 by Resolution No. R-2023-140;
- City Council approved the first amendment to the Development Agreement on August 17, 2023.
- The original Service and Assessment plan was approved on March 6, 2025 by Ordinance No. O-2025-012;
- On March 6, 2025, the City council approved issuance Improvement Area #1 Special Assessment Revenue Bonds, Series 2025;
- On January 22, 2026 the City received a presentation from the developer and the City's financial advisor on the proposed Improvement Area #2 Special Assessment Revenue Bonds, 2026
- On February 5th, the Improvement Area #2 Service and Assessment Plan was presented to the City, and a Public Hearing for Improvement Area #2 Service and Assessment Plan was called for March 12, 2026
- On March 5th, a resolution for the form and publication of the Preliminary Offering Memorandum for City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Area #2) was approved

AGENDA ITEM REPORT

9.1.



This Meeting

Continue the public hearing until April 16th. Due to numerous circumstances (Good Friday (April 3) market scheduling - the stock market is closed and bond market is open for less than a full day, market volatility, geopolitical considerations, to name a few), FMS has recommended to the City that the pricing be delayed until the second meeting in April (specifically April 16th). The expected close date on the bonds will be May 7.

April 16th Meeting

- Pricing of Improvement Area #2 Special Assessment Revenue Bonds, Series 2026;
 - Public Hearing on Service and Assessment Plan for Improvement Area #2;
 - City Council approval of an Ordinance levying assessments on Improvement Area #2;
 - City Council approval of an Ordinance authorizing the issuance of Improvement Area #2 Special Assessment Revenue Bonds, Series 2025
-
- On May 7, 2026, the City will close on the Special Assessment Revenue bonds, and funds will be delivered to the trustee.

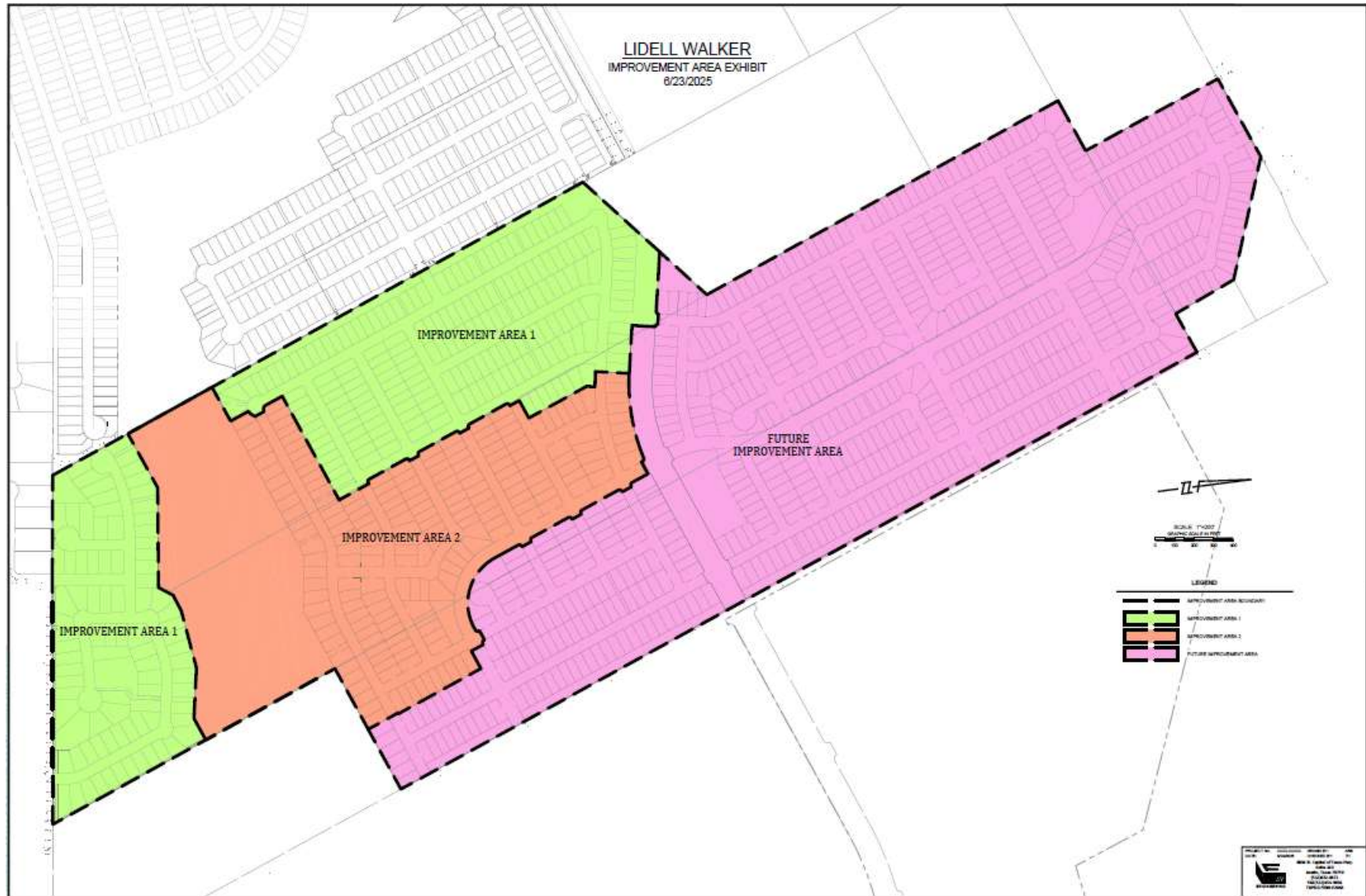
FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Prairie Winds Map
2. Assessment Ordinance - Prairie Winds

EXHIBIT B-2 – IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND FUTURE IMPROVEMENT AREA BOUNDARY MAP



ORDINANCE NO. O-2026-_____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, on July 6, 2023, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on July 6, 2023 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2023-140 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the approval of the Creation Resolution; and

WHEREAS, on October 21, 2024 the City, upon written request from the owners of property within the District, formally changed the name of the District to “Prairie Winds Public Improvement District.”

WHEREAS, the District is expected to be developed in phases, which began with an area designated as "Improvement Area #1", and is continuing with an area designated as “Improvement Area #2” (“Improvement Area #2”), each within the District; and

WHEREAS, the City has previously issued bonds and levied assessments to fund development within Improvement Area #1; and

WHEREAS, pursuant to the Act, the proposed assessment roll for Improvement Area #2 (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published on March 1, 2026, to consider the levy of the proposed assessments (the "*Assessments*") on real property within Improvement Area #2 was published in the *Taylor Press*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on April 2, 2026, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll for Improvement Area #2 and the Prairie Winds Public Improvement District Amended and Restated Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the

District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and

WHEREAS, the City Council closed the hearing on April 2, 2026, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

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

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

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

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for Improvement Area #2 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within Improvement Area #2 (the "IA#2 Improvements"). The IA#2 Improvements benefit and serve all of the property within Improvement Area #2 and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Improvement Area #2 that: (i) the enhancement and value to accrue to Improvement Area #2 and the real and true owner or owners thereof by virtue of construction of the IA #2 Improvements will be equal to or in excess of the amount of the cost of the proposed IA #2 Improvements; (ii) that the apportionment of the costs of the IA #2 Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the IA #2 Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said IA #2 Improvements in Improvement Area #2 in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the IA #2 Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #2, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly

performed in compliance with the Act and the proceedings of the City Council. The cost of said IA#2 Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F-2 of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within Improvement Area #2, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F-2 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within Improvement Area #2 and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit F-2 to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the IA#2 Improvements to be assessed against the property within Improvement Area #2, shall be as set forth in the Service and Assessment Plan.

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

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

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

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

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the IA#2 Improvements, including debt service on obligations issued to pay the costs of the IA#2 Improvements, and the establishment of each such fund is hereby approved.

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

(i) This Ordinance, including the Service and Assessment Plan attached hereto as Exhibit A shall be recorded in the real property records of Williamson County, Texas, and posted on the City's website as required by the Act; and

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. The City Secretary shall publish this ordinance on the City's website and shall publish the approval of this ordinance by the City Council which shall be published in the approved City Council minutes.

Section 11. Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

Section 12. 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 2nd of April, 2026 on a vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

ATTEST:

Mike Snyder, Mayor

Laura Hallmark, City Secretary

Exhibit A

PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

(see attached)

Prairie Winds Public Improvement District

2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
JANUARY 8, 2026



TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
INTRODUCTION.....	3
SECTION I: DEFINITIONS.....	5
SECTION II: THE DISTRICT.....	12
SECTION III: AUTHORIZED IMPROVEMENTS.....	13
SECTION IV: SERVICE PLAN.....	17
SECTION V: ASSESSMENT PLAN.....	17
SECTION VI: TERMS OF THE ASSESSMENTS.....	21
SECTION VII: ASSESSMENT ROLLS.....	26
SECTION VIII: ADDITIONAL PROVISIONS.....	26
LIST OF EXHIBITS.....	29
EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION.....	30
EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION.....	33
EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION.....	43
EXHIBIT B-1 – DISTRICT BOUNDARY MAP.....	52
EXHIBIT B-2 – IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND FUTURE IMPROVEMENT AREA BOUNDARY MAP.....	53
EXHIBIT B-3 – PHASE 2 PLAT.....	54
EXHIBIT B-4 – PHASE 3 PLAT.....	59
EXHIBIT C-1 – AUTHORIZED IMPROVEMENTS.....	66
EXHIBIT C-2 – ALLOCATION OF MAJOR IMPROVEMENTS.....	67
EXHIBIT D – SERVICE PLAN.....	68
EXHIBIT E – SOURCES AND USES.....	69
EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL.....	70
EXHIBIT F-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL.....	78
EXHIBIT G-1 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS.....	83
EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS.....	84
EXHIBIT H – MAXIMUM ASSESSMENT.....	85

EXHIBIT I-1 – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS.....	86
EXHIBIT I-2 – MAP OF MAJOR IMPROVEMENTS	91
EXHIBIT I-3 – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS.....	92
EXHIBIT J – NOTICE OF ASSESSMENT TERMINATION.....	96
EXHIBIT K – LOT TYPE CLASSIFICATION MAP	99
EXHIBIT L – BUYER DISCLOSURES.....	100
PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE.....	101
PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE.....	107
PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3 BUYER DISCLOSURE.....	113
PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 4 BUYER DISCLOSURE.....	119
PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 5 BUYER DISCLOSURE.....	125
PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 6 BUYER DISCLOSURE.....	131
APPENDIX A – ENGINEER’S REPORT.....	137

INTRODUCTION

Capitalized terms used in this 2026 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2026 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes.

On July 6, 2023, the City Council passed and approved Resolution No. R-2023-140 authorizing the creation of the Lidell Walker Public Improvement District in accordance with the PID Act, which authorization was effective immediately pursuant to the terms of the PID Act.

On October 21, 2024, the City, upon written request from the Owner, formally changed the name of the District to “Prairie Winds Public Improvement District.”

On March 6, 2025, the City Council passed and approved Ordinance No. O-2025-011 which approved the levy of Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, the issuance of Improvement Area #1 Bonds and the Improvement Area #1 Assessment Roll.

On _____, 2026, the City Council passed and approved Ordinance No. _____ which approved the levy of Improvement Area #2 Assessments for Improvement Area #2 Assessed Property, the issuance of Improvement Area #2 Bonds and the Improvement Area #2 Assessment Roll.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2026 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2025 Service and Assessment Plan in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll for 2026, (2) levying the Improvement Area #2 Assessments, and (3) approving the Improvement Area #2 Assessment Roll. This 2026 Amended and Restated Service and Assessment Plan serves as the Annual Service Plan Update for 2026.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 263.021 acres located within the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted on the map in **Exhibit B-1**.

The PID Act requires a Service Plan that covers a period of at least five years, defines the annual indebtedness and projected cost of the Authorized Improvements and includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the form of notice is attached as **Exhibit L**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll for Improvement Area #1 is contained in **Exhibit F-1**. The Assessment Roll for Improvement Area #2 is contained in **Exhibit F-2**.

SECTION I: DEFINITIONS

“2025 Service and Assessment Plan” means the 2025 Service and Assessment Plan adopted by the City by Ordinance No. O-2025-011 on March 6, 2025, which also approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, the issuance of Improvement Area #1 Bonds and the Improvement Area #1 Assessment Roll.

“2026 Amended and Restated Service and Assessment Plan” means this 2026 Amended and Restated Service and Assessment Plan adopted by the City by Ordinance No. O-2026-____ on March 6, 2025, which also approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property, the issuance of Improvement Area #2 Bonds and the Improvement Area #2 Assessment Roll.

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

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

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

“Administrative Reserves” means the estimated Annual Collection Costs associated with the first year of the District.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2026 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2026 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this 2026 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

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

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

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

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special

benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1 and Exhibit F-2**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including Improvement Area #1 Improvements, Improvement Area #2 Improvements, Major Improvements, Administrative Reserves and Bond Issuance Costs as more specifically described in **Section III**.

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

“City” means the City of Hutto, Texas.

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

“County” means Williamson County, Texas.

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2026 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“District” means the Prairie Winds Public Improvement District, consisting of the approximately 263.021 acres within the City, as described by metes and bounds on **Exhibit A-1** and by the map on **Exhibit B-1**.

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

Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“Future Improvement Area” means all area within the District, save and except Improvement Area #1 and Improvement Area #2 as depicted on **Exhibit B-2**.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2, and each area within the Future Improvement Area that is specifically defined and designated as a phase of development.

“Improvement Area #1” means approximately 65.636 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**, and comprising development phase 1 and phase 2 of the District.

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

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for Improvement Area #1 attached as **Exhibit F-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Authorized Improvements” means the Improvement Area #1 Projects, Administrative Reserves, and Bond Issuance Costs relating to the Improvement Area #1 Bonds as shown on **Exhibit C-1**.

“Improvement Area #1 Bonds” means those certain “City of Hutto, Texas, Special Assessment

Revenue Bonds, Series 2025 (Prairie Winds Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” means those Public Improvements that only benefit Improvement Area #1. Improvement Area #1 Improvements are depicted on **Exhibit I-1**.

“Improvement Area #1 Projects” mean the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #2” means approximately 62.678 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-3**, and comprising development phase 3 of the District.

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

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for Improvement Area #2 attached as **Exhibit F-2**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #2 Authorized Improvements” means the Improvement Area #2 Projects, Administrative Reserves, and Bond Issuance Costs relating to the Improvement Area #2 Bonds as shown on **Exhibit C-1**.

“Improvement Area #2 Bonds” means those certain “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2 Project)”, that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Improvements” means those Public Improvements that only benefit Improvement Area #2. Improvement Area #2 Improvements are depicted on **Exhibit I-3**.

“Improvement Area #2 Projects” mean the Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Major Improvements.

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

“Landowner Agreement” means a landowner agreement between the City and an Owner in which an Owner acknowledges (i) that the applicable Authorized Improvements provide a benefit to the applicable Assessed Property by the Owner and (ii) consents to the imposition of the applicable Assessments levied on the applicable Assessed Property for the Actual Costs associated therewith.

“Lot” means, for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat.

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

“Lot Type 1” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 45’ lot. The location of each Lot designated as a Lot Type 1 is shown on **Exhibit K**.

“Lot Type 2” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a detached condo or 50’ Lot. The location of each Lot designated as a Lot Type 2 is shown on **Exhibit K**.

“Lot Type 3” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The location of each Lot designated as a Lot Type 3 is shown on **Exhibit K**.

“Lot Type 4” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 45’ lot. The location of each Lot designated as a Lot Type 4 is shown on **Exhibit K**.

“Lot Type 5” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a detached condo or 50’ Lot. The location of each Lot designated as a Lot Type 5 is shown on **Exhibit K**.

“Lot Type 6” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The location of each Lot designated as a Lot Type 6 is shown on **Exhibit K**.

“Major Improvements” mean the Authorized Improvements that benefit the entire District and are allocated pro rata to Improvement Area #1, Improvement Area #2 and the Future Improvement Area based on Estimated Buildout Value at the time of the 2025 Service and Assessment Plan as shown on **Exhibit C-2**. The Major Improvements are depicted on **Exhibit I-2**.

“Maximum Assessment” means for each Lot Type within Improvement Area #1 and Improvement Area #2, at the time a new Lot is created by plat an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit H**. The Maximum Assessment will be reduced annually by the principal portion of the Annual Installment.

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

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit J**.

“Owner(s)” means GRBK Edgewood LLC, a Texas limited liability company, and Meritage Homes of Texas, LLC, an Arizona limited liability company, and their successors and assigns.

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

“Phase 1 Plat” means the Lidell Walker Phase 1 plat that was recorded with the County on November 22, 2024.

“Phase 2 Plat” means the Lidell Walker Phase 2 plat that was recorded with the County on January 29, 2025. This plat is shown on **Exhibit B-3**.

“Phase 3 Plat” means the Lidell Walker Phase 3 plat that was recorded with the County on January 29, 2025. This plat is shown on **Exhibit B-4**.

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

“PID Bonds” means bonds issued by the City that are secured by Assessments levied on Assessed Property within the District, including, but not limited to the Improvement Area #1 Bonds and the Improvement Area #2 Bonds.

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

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

“Public Improvements” means improvements authorized by Section 372.003 of the PID Act as more specifically described in **Section III** and depicted on **Exhibit I-1**, **Exhibit I-2**, and **Exhibit I-3**.

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

“Tax Parcel” means a Parcel that has been assigned a tax map identification number by the Williamson Central Appraisal District.

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

SECTION II: THE DISTRICT

The District includes approximately 263.021 acres located within the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted on the map on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,093 single-family homes.

Improvement Area #1 includes approximately 65.636 acres as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to contain approximately 280 single-family homes.

Improvement Area #2 includes approximately 62.678 acres as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-2**. Development of Improvement Area #2 is anticipated to contain approximately 192 single-family homes.

The Future Improvement Area includes approximately 134.707 acres depicted on **Exhibit B-2**. Development of the Future Improvement Area is anticipated to contain approximately 621 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Public Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Authorized Improvements, as well as the allocation of the Authorized Improvements, is shown on **Exhibit C-1**.

A. Major Improvements

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing for all water lines located North of Main Hippo Drive. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Future Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Improvements include costs related to designing, constructing, installing, financing, land planning, engineering, soil testing, and surveying. Costs also include City fees, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other PID costs incurred and paid to construct the above-described hard costs.

- *Contingency*

Estimated to be 5% of hard costs.

B. Improvement Area #1 Improvements

- *Roadway*

Primary access to Phase 1 will be via County Road 132. Access to Phase 2 will be provided via Main Hippo Drive and Austin Bayou Drive in the existing Mustang Creek subdivision to the west. Local streets within these phases of the development shall utilize a 55-ft right-

of-way (ROW) with 30-ft of pavement measured from face of curb to face of curb. Collector streets within these phases of the development shall utilize a 60-ft ROW with 30-ft of pavement measured from face of curb to face of curb. Main Hippo Drive shall utilize a 120-ft ROW with a varying cross section as it transitions from a two-lane road at Mustang Creek to four-lanes divided by a median at the entrance along County Road 133 adjacent to the proposed Flora subdivision. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The proposed street network meets City of Hutto horizontal and vertical geometric design criteria. Five-foot sidewalks with ADA ramps will be constructed along all roads on both sides of the streets and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements.

- *Water*

Phase 1 water service will be provided via connections to an existing 12- inch Jonah SUD water line at the County Road 132 & Bosque Drive intersection. Phase 2 water service will be provided by connection to an existing 30-inch Jonah SUD water line along FM 1660, 16-inch connection at Flora Boulevard, 12-inch connection at Main Hippo and 8-inch connection at Austin Bayou Drive. Water will be provided to the individual lots by proposed 8-inch, 12-inch, and 16-inch water lines located within the public ROW and are sized to meet Jonah SUD design requirements.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #1. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage*

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, testing, related earthwork, and erosion controls.

- *Soft Costs*

Improvements include costs related to designing, constructing, installing, financing, land planning, engineering, soil testing, and surveying. Costs also include City fees, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other PID costs incurred and paid to construct the above-described hard costs.

- *Contingency*

Estimated to be 5% of hard costs.

C. Improvement Area #2 Improvements

- *Roadway*

Primary access to Phase 3 will be via Main Hippo Drive and several connections to Phase 2. Local streets within this phase of the development shall utilize a 55-ft ROW with 30-ft of pavement measured from face of curb to face of curb. Collector streets within these phases of the development shall utilize a 70-ft ROW with 44-ft of pavement measured from face of curb to face of curb. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Lidell Walker Tract Geotechnical Investigation reports prepared by MLA Geotechnical dated April 2023. The proposed street network meets City of Hutto horizontal and vertical geometric design criteria. Five-foot sidewalks with ADA ramps will be constructed along all roads on both sides of the streets and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Lidell Walker Phase 3 Construction plans prepared by Gray Engineering, Inc. for additional design information and street cross sections.

- *Water*

The project lies within the Jonah SUD water service boundary and the City of Hutto wastewater service boundary. Phase 3 water service will be provided via connections to an existing 12- inch Jonah SUD water line Universal Drive and various 8-inch connections to existing Phase 2. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW and are sized to meet Jonah SUD design requirements. Internal water mains will be located outside of the pavement within the right-of-way per Jonah SUD standard assignment. The internal lines will be constructed in accordance with the Jonah SUD and City of Hutto water and wastewater system design criteria and specifications.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, piping, valves, service connections, testing, related earthwork, erosion controls and all necessary appurtenances. Phase 3 wastewater service will be provided via various connections to existing gravity wastewater lines within Phase 2 of the subdivision. Proposed internal public wastewater lines will be 8-inch and 10-inch PVC and are sized to meet City of Hutto design requirements. Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Hutto

- *Drainage*

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, and storm drains before being released into a tributary to Mustang Creek and then onto neighboring properties. The drainage study performed for the construction plans utilized the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. Due to the project's location within a large watershed, adjacency and direct discharge into the Mustang Creek tributary, no detention is proposed for this project and the resulting runoff will have no adverse impact to properties downstream. Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, testing, related earthwork, and erosion controls.

- *Soft Costs*

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other PID costs incurred and paid by the Owners.

- *Contingency*

Estimated to be 5% of hard costs.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Underwriter's Discount*

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

- *Cost of Issuance*

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

E. Administrative Reserves

- *First Year Annual Collection Costs*

The estimated Annual Collection Costs associated with the first year of the District.

SECTION IV: SERVICE PLAN

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

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

SECTION V: ASSESSMENT PLAN

The PID Act allows the City to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this

special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that Improvement Area #1 Authorized Improvements shall be as follows:

- Major Improvements were allocated pro rata between the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, and the Future Improvement Area based on Estimated Buildout Value, as shown on **Exhibit C-2**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Assessed Property.
- Bond Issuance Costs and Administrative Reserves shall be allocated entirely to the Assessed Property securing the applicable PID Bond.

B. Assessments

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

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

C. Findings of Special Benefit

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

- *Improvement Area #1*

1. The costs of Improvement Area #1 Authorized Improvements equal \$17,346,727 as shown on **Exhibit C-1**; and
 2. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements greater than the Actual Costs of the Improvement Area #1 Authorized Improvements allocated to Improvement Area #1 Assessed Property; and
 3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Authorized Improvements, which equaled \$10,810,000 at the time Improvement Area #1 Assessments were levied, and \$10,686,000 remains outstanding as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
 4. The special benefit (\$17,346,727) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements allocated to Improvement Area #1 Assessed Property is greater than the amount of Improvement Area #1 Assessments (\$10,810,000) levied on the Improvement Area #1 Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #1, the Owners owned 100% of the Improvement Area #1 Assessed Property. In a Landowner Agreement with the City, the Owners acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, and (2) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.
- *Improvement Area #2*
1. The costs of Improvement Area #2 Authorized Improvements equal \$10,895,555 as shown on **Exhibit C-1**; and
 2. The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Authorized Improvements greater than the Actual Costs of the Improvement Area #2 Authorized Improvements allocated to Improvement Area #2 Assessed Property; and
 3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Authorized Improvements, which equal \$6,947,000 as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit F-2**; and

4. The special benefit (\$10,895,555) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Authorized Improvements allocated to Improvement Area #2 Assessed Property is greater than the amount of Improvement Area #2 Assessments (\$6,947,000) levied on the Improvement Area #2 Assessed Property.
5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #2, the Owners owned 100% of the Improvement Area #2 Assessed Property. In a Landowner Agreement with the City, the Owners acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, and (2) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised in Annual Service Plan Updates based on Actual Costs incurred.

E. Interest

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

The interest rate on Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property may exceed the interest rate on the Improvement Area #2 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #2 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Owner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2026 Amended and Restated Service and Assessment Plan approved by the City Council.

2. *Upon Subdivision by a Recorded Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property
E = the number of Lots with same Lot Type

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

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2026 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

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

4. Determination of Maximum Assessment for new Lot Types

If a Lot is created by plat that cannot be classified as one of the Lot Types shown on **Exhibit K**, a new Lot Type shall be created. The Maximum Assessment for the new Lot Type shall be calculated so that the average Annual Installment does not exceed an equivalent tax rate of \$3.10, inclusive of all overlapping taxes for local taxing entities.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the

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

C. Mandatory Prepayment of Assessments

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

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

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

E. Prepayment of Assessments

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

If an Assessment is paid in full, with interest to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable Notice of Assessment Termination, a form of which is attached as **Exhibit J**.

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

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

To the extent permitted by law, the following process shall apply in the event of a Taking (as defined below). If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “**Taking**”), the portion of the Assessed Property that was taken or transferred (the “**Taken Property**”) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2026 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the

Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

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

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

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

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

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-1** shows the projected Annual Installments for Improvement Area #1. **Exhibit G-2** shows the projected Annual Installments for Improvement Area #2. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy to the Owner contemporaneously therewith, an Annual Service Plan Update to allow for

the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

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

SECTION VII: ASSESSMENT ROLLS

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Improvement Area #2 Assessment Roll is attached as **Exhibit F-2**. The Administrator shall prepare and submit to the City Council, for review and approval, proposed revisions to the Assessment Rolls and Annual Installments for each Parcel within the District as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to

have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council may take such corrective action as is authorized by the PID Act, this 2026 Amended and Restated Service and Assessment Plan, the Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 Amended and Restated Service and Assessment Plan. Interpretations of this 2026 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2026 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit L**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2026 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

LIST OF EXHIBITS

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1, Improvement Area #2 and Future Improvement Area Boundary Map
Exhibit B-3	Phase 2 Plat
Exhibit B-4	Phase 3 Plat
Exhibit C-1	Authorized Improvements
Exhibit C-2	Estimated Buildout Value and Allocation of Major Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #2 Assessment Roll
Exhibit G-1	Improvement Area #1 Annual Installments
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H	Maximum Assessment
Exhibit I-1	Map of Improvement Area #1 Improvements
Exhibit I-2	Map of Major Improvements
Exhibit I-3	Map of Improvement Area #2 Improvements
Exhibit J	Notice of Assessment Termination
Exhibit K	Lot Type Classification Map
Exhibit L	Buyer Disclosures
Appendix A	Engineer's Report

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

FIELD NOTES FOR A 263.021 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 14.504 ACRE TRACT OF LAND AS CONVEYED TO WMV NORTH HUTTO, LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021135166 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF THE CALLED 76.317 ACRE TRACT OF LAND AS CONVEYED TO WMV NORTH HUTTO, LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021135164 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF THE CALLED 106.918 ACRE TRACT OF LAND AS CONVEYED TO WMV NORTH HUTTO, LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021135163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THE CALLED 65.281 ACRE TRACT OF LAND AS CONVEYED TO WMV NORTH HUTTO, LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021135165 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 263.021 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the southerly right-of-way line of F.M. 1660 (variable width right-of-way) on the east line of the remaining portion of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described WMV North Hutto 14.504 acre tract, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the southerly right-of-way line of said F.M. 1660 and the northerly line of said WMV North Hutto 14.504 acre tract, N 68°21'24" E a distance of 458.18 feet to a 1/2-inch iron rod found at the west corner of a called 4.64 acre tract of land described as Tract 1 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at the northeast corner of said WMV North Hutto 14.504 acre tract, for the north corner of the herein described tract;

THENCE, departing the southerly right-of-way line of said F.M. 1660 with the west line of said Salisbury 4.64 acre tract and the east line of said WMV North Hutto 14.504 acre tract, S 70°18'11" E a distance of 648.99 feet to a 1/2-inch iron rod found at the southwest corner of said Salisbury 4.64 acre tract, at the northwest corner of a called 1.86 acre tract of land described as Tract 2 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by said Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at an easterly corner of said WMV North Hutto 14.504 acre tract, for an exterior corner of the herein described tract;

THENCE, with the west line of said Salisbury 1.86 acre tract and the east line of said WMV North Hutto 14.504 acre tract, S 23°07'16" E a distance of 346.30 feet to a 1/2-inch iron rod found on the northerly line of said WMV North Hutto 76.317 acre tract, at the southwest corner of said Salisbury 1.86 acre tract, and at the at the southeast corner of said WMV North Hutto 14.504 acre tract, for an interior corner of the herein described tract;

THENCE, with the north line of said WMV North Hutto 76.317 acre tract and the south line of said Salisbury 1.86 acre tract, N 68°20'40" E a distance of 226.35 feet to a 2-inch iron pipe found on the westerly right-of-way line of County Road 133, at the occupied northeast corner of said WMV North Hutto 76.317 acre tract, and at the southeast corner of said Salisbury 1.86 acre tract, for the most easterly northeast corner of the herein described tract;

THENCE, with the westerly right-of-way line of said County Road 133, generally as occupied by farming activities, S 21°04'43" E a distance of 588.64 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°25'30" E a distance of 1,716.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°42'11" E, a distance of 1,716.64 feet to a 60D nail found for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°27'07" E, a distance of 657.52 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast corner said WMV North Hutto 76.317 acre tract, and at the northeast corner of the remaining portion of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, for the most easterly southeast corner of the herein described tract;

THENCE, departing the occupied westerly right-of-way line of said County Road 133 with the northerly line of said Walker remainder tract and the southerly line of said WMV North Hutto 76.317 acre tract, S 68°32'53" W a distance of 707.99 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of said WMV North Hutto 106.918 acre tract, at the northwest corner of said Walker remainder tract and at the southwest corner of said WMV North Hutto 76.317 acre tract, for an interior corner of the herein described tract;

THENCE, with the west line of said Walker remainder tract and the east line of said WMV North Hutto 106.918 acre tract, S 21°37'44" E a distance of 1,660.41 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the north right-of-way line of County Road 132 (variable width right-of-way) at the southwest corner of said Walker remainder tract and at the southeast corner of said WMV North Hutto 106.918 acre tract, for the southeast corner of the herein described tract;

THENCE, with the north right-of-way line of said County Road 132 and the south line of said WMV North Hutto 106.918 acre tract, N 82°44'12" W a distance of 867.72 feet to a 1/2-inch iron rod found at the southwest corner of said WMV North Hutto 106.918 acre tract and at the southeast corner of said WMV North Hutto 65.281 acre tract, for an angle point of the herein described tract;

THENCE, with the north right-of-way line of said County Road 132 and the south line of said WMV North Hutto 65.281 acre tract, N 83°08'58" W a distance of 406.40 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a fifteen (15') foot right-of-way tract as dedicated by plat of RIVER CROSSING SUBDIVISION PHASE THREE, a subdivision as recorded in Cabinet X, Slides 249-252 of the Plat Records of Williamson County, Texas, at an angle point of said WMV North Hutto 65.281 acre tract, for an angle point of the herein described tract;

THENCE, with the north right-of-way line of said County Road 132 and the south line of said WMV North Hutto 65.281 acre tract, N 82°26'38" W, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found

at the northeast corner of Lot 11, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 15.00 feet, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the common north corner of Lot 9 and Lot 10, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 233.17 feet, and continuing on for a total distance of 524.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of said WMV North Hutto 65.281 acre tract, and at the southeast corner of MUSTANG CREEK, PHASE 1, a subdivision as recorded in Document Number 2020111349 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found on the north line of said RIVER CROSSING SUBDIVISION PHASE THREE subdivision bears N 82°26'38" W a distance of 653.49 feet;

THENCE, departing the north line of said RIVER CROSSING SUBDIVISION PHASE THREE with the west line of a called 107 Acre parent tract as described in Volume 309, Page 269 of the Deed Records of Williamson County, Texas, N21°39'45" W, a distance of 3,121.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said WMV North Hutto 65.281 acre tract, at the southwest corner of a called 27.36 acre tract of land as conveyed to Howard R. Sladek and Brenda Sladek by Warranty Deed recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found bears N 21°39'45" W a distance of 250.62 feet and from which a 1-inch iron pipe found at the northwest corner of said 107-Acre parent tract bears N 21°39'45" W a distance of 2,346.24 feet;

THENCE, with the south line of said Sladek 27.36 acre tract and the north line of said WMV North Hutto 65.281 acre tract, N 49°28'29" E a distance of 862.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west line of said WMV North Hutto 106.918 acre tract, at the southeast corner of said Sladek 27.36 acre tract and at the northeast corner of said WMV North Hutto 65.218 acre tract, for an interior corner of the herein described tract;

THENCE, with the west line of said WMV North Hutto 106.918 acre tract, partially with the east line of said Sladek 27.36 acre tract and partially with the east line of said Sladek 14.00 acre tract, N 21°38'12" W a distance of 2,067.62 feet to a 1-inch iron rod found on the south line of said Kruger remainder tract, at the northeast corner of said Sladek 14.00 acre tract, and at the northwest corner of said WMV North Hutto 106.918 acre tract, for an exterior corner of the herein described tract;

THENCE, with the south line of said Kruger remainder tract and the north line of said WMV North Hutto 106.918 acre tract, N 68°25'37" E a distance of 294.31 feet to an axle found at the southeast corner of said Kruger remainder tract, at the southwest corner of said WMV North Hutto 14.504 acre tract, for an interior corner of the herein described tract, from which a 1-inch iron rod found at the northeast corner of said WMV North Hutto 106.918 acre tract, bears N 68°14'19" E a distance of 466.23 feet;

THENCE, with the east line of said Kruger remainder tract and the west line of said WMV North Hutto 14.504 acre tract, N 21°16'12" W a distance of 775.74 feet to the POINT OF BEGINNING and containing 263.021 acres of land, more or less.

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 65.636 ACRES OF LAND OUT OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 263.021 ACRE TRACT OF LAND AS CONVEYED TO GRBK EDGEWOOD, LLC AND MERITAGE HOMES OF TEXAS, LLC BY SPECIAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 65.636 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO (2) TRACTS BY METES AND BOUNDS AS FOLLOWS:

TRACT 1

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" set on the north right-of-way line of County Road 132 (variable width right-of-way) at the southeast corner of the above described 263.021-acre tract, and the southwest corner of the remaining portion of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said County Road 132 and the south line of said 263.021-acre tract, N 82°44'12" W a distance of 867.72 feet to a 1/2-inch iron rod found for angle point;

THENCE, continuing with the north right-of-way line of said County Road 132 and the south line of said 263.021-acre tract, N 83°08'58" W a distance of 406.40 feet to a 1/2-inch iron rod with a cap stamped "TLS" found for angle point at the northeast corner of a fifteen (15') foot right-of-way tract as dedicated by plat of RIVER CROSSING SUBDIVISION PHASE THREE, a subdivision as recorded in Cabinet X, Slides 249-252 of the Plat Records of Williamson County, Texas;

THENCE, partly with the north right-of-way line of said County Road 132, the north line of said RIVER CROSSING SUBDIVISION PHASE THREE and the south line of said 263.021-acre tract, N 82°26'38" W, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the northeast corner of Lot 11, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 15.00 feet, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the common north corner of Lot 9 and Lot 10, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 233.17 feet, and continuing on for a total distance of 524.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of said

263.021-acre tract, and at the southeast corner of MUSTANG CREEK, PHASE 1, a subdivision as recorded in Document Number 2020111349 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found on the north line of said RIVER CROSSING SUBDIVISION PHASE THREE subdivision bears N 82°26'38" W a distance of 653.49 feet;

THENCE, departing the north line of said RIVER CROSSING SUBDIVISION PHASE THREE with the west line of said 263.021-acre tract and the east line of said MUSTANG CREEK, PHASE 1, N 21°39'45" W, a distance of 441.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the east line of Lot 107, Block B of the MUSTANG CREEK, PHASE 8, a subdivision as recorded in Document Number 2022091992 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, departing the east line of said MUSTANG CREEK, PHASE 8 subdivision, over and across said 263.021-acre tract, N 68°20'15" E a distance of 318.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" for an angle point;

THENCE, continuing over and across said 263.021-acre tract, S 83°08'58" E a distance of 513.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 35°07'34" E a distance of 85.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" for an angle point;

THENCE, continuing over and across said 263.021-acre tract, N 69°33'22" E a distance of 90.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" for an angle point;

THENCE, continuing over and across said 263.021-acre tract, N 82°22'10" E a distance of 304.52 feet to a 1/2-inch iron rod with cap stamped "BGE INC" for an angle point;

THENCE, continuing over and across said 263.021-acre tract, S 79°55'05" E a distance of 260.42 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021-acre tract, N 68°22'16" E a distance of 126.23 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of said 263.021-acre tract and the west line of said Walker remainder tract for the northeast corner of the herein described tract;

THENCE, with the common line of said 263.021-acre tract and said Walker remainder tract, S 21°37'44" E a distance of 900.50 feet to the southeast corner and **POINT OF BEGINNING** and containing 25.134 acres of land, more or less.

TRACT 2

BEGINNING at a mag nail found on the east line of MUSTANG CREEK, PHASE 4, a subdivision as recorded in Document Number 2021137021 of the Official Public Records of Williamson County, Texas, at a west corner of the above described 263.021-acre tract, at the south corner a called 0.86 acre tract (Tract I) as to conveyed to GRBK Edgewood, LLC by general warranty deed recorded in Document Number 2024062745 of the Official Public Records of Williamson county, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northwesterly line of said 263.021-acre tract and the southeasterly lines of said called 0.86-acre tract (Tract I) and a called 1.22 acre tract (Tract II) as to conveyed to GRBK Edgewood, LLC by general warranty deed recorded in Document Number 2024062745 of the Official Public Records of Williamson county, Texas, and the remainder of a called 27.36 acre tract of land, as conveyed to Howard R. Sladek and Brenda Sladek by warranty deed recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, N 49°28'29" E, pass a 1/2-iron rod with cap stamped "MWM 512-452-0767" found at the common east corner of said 0.86-acre tract (Tract I) and said 1.22-acre tract (Tract II) at a distance of 366.49 feet, pass a 1/2-iron rod with cap stamped "MWM 512-452-0767" found at the common east corner of said 1.22-acre tract (Tract II) and said Sladek remainder tract at a distance of 534.05, and continuing on for a total distance of 851.72 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southeasterly line of said Sladek remainder tract, for the most northerly corner of the herein described tract;

THENCE, departing the southeasterly line of said Sladek remainder tract, over and across said 263.021-acre tract, S 10°38'36" W a distance of 246.84 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 79°21'24" E a distance of 107.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 55°38'36" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 79°21'24" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a non-tangent curve to the left for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of $90^{\circ}00'00''$ and a chord which bears $S\ 34^{\circ}21'24''\ E$ a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 10^{\circ}38'36''\ W$ a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 79^{\circ}21'46''\ E$ a distance of 247.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 10^{\circ}14'10''\ W$, a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021-acre tract, $S\ 10^{\circ}14'11''\ W$, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner and point of curvature of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract along said curve to the left, an arc distance of 78.29 feet, having a radius of 1,185.00 feet, a central angle of $03^{\circ}47'08''$ and a chord which bears $S\ 81^{\circ}39'23''\ E$ a distance of 78.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 10^{\circ}38'36''\ W$, a distance of 43.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 21^{\circ}29'14''\ E$, a distance of 339.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 68^{\circ}30'46''\ W$, a distance of 107.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, $S\ 21^{\circ}29'14''\ E$, a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'24" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and at a point of curvature of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at a point of curvature a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E, a distance of 7.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 175.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most easterly corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 610.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E, a distance of 97.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left an arc distance of 35.34 feet, having a radius of 22.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" W a distance of 31.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 1.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" for an exterior corner and point of curvature of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left an arc distance of 8.66 feet, having a radius of 12.50 feet, a central angle of 39°42'54" and a chord which bears S 48°39'19" W a distance of 8.49 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of reverse curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right an arc distance of 34.39 feet, having a radius of 52.50 feet, a central angle of 37°31'55" and a chord which bears S 47°33'49" W a distance of 33.78 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

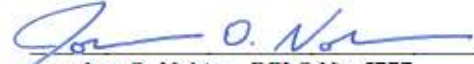
THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 105.04 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set the most southerly southeast corner;

THENCE, continuing over and across said 263.021-acre tract, S 68°28'41" W a distance of 199.13 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west line of said 263.021-acre tract and the east line of MUSTANG CREEK, PHASE 8, a subdivision as recorded in Document Number 2022091992 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, with the west line of said 263.021-acre tract and partially with the east line of said MUSTANG CREEK, PHASE 8, the east line of MUSTANG CREEK, PHASE 5, a subdivision recorded in Document Number 2021141183, and the east line of said MUSTANG CREEK, PHASE 4, N 21°39'45" W a distance of 2,183.56 feet to the **POINT OF BEGINNING** and containing 40.502 acres of land, more or less.

The gross area contained within Tracts 1 and 2 totals 65.636 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground on May 6, 2022 under my supervision and are true and correct to the best of my knowledge. The bearing orientation is based on the Texas State Plane Coordinate System, NAD-83, Central Zone. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Telephone: 512-879-0400

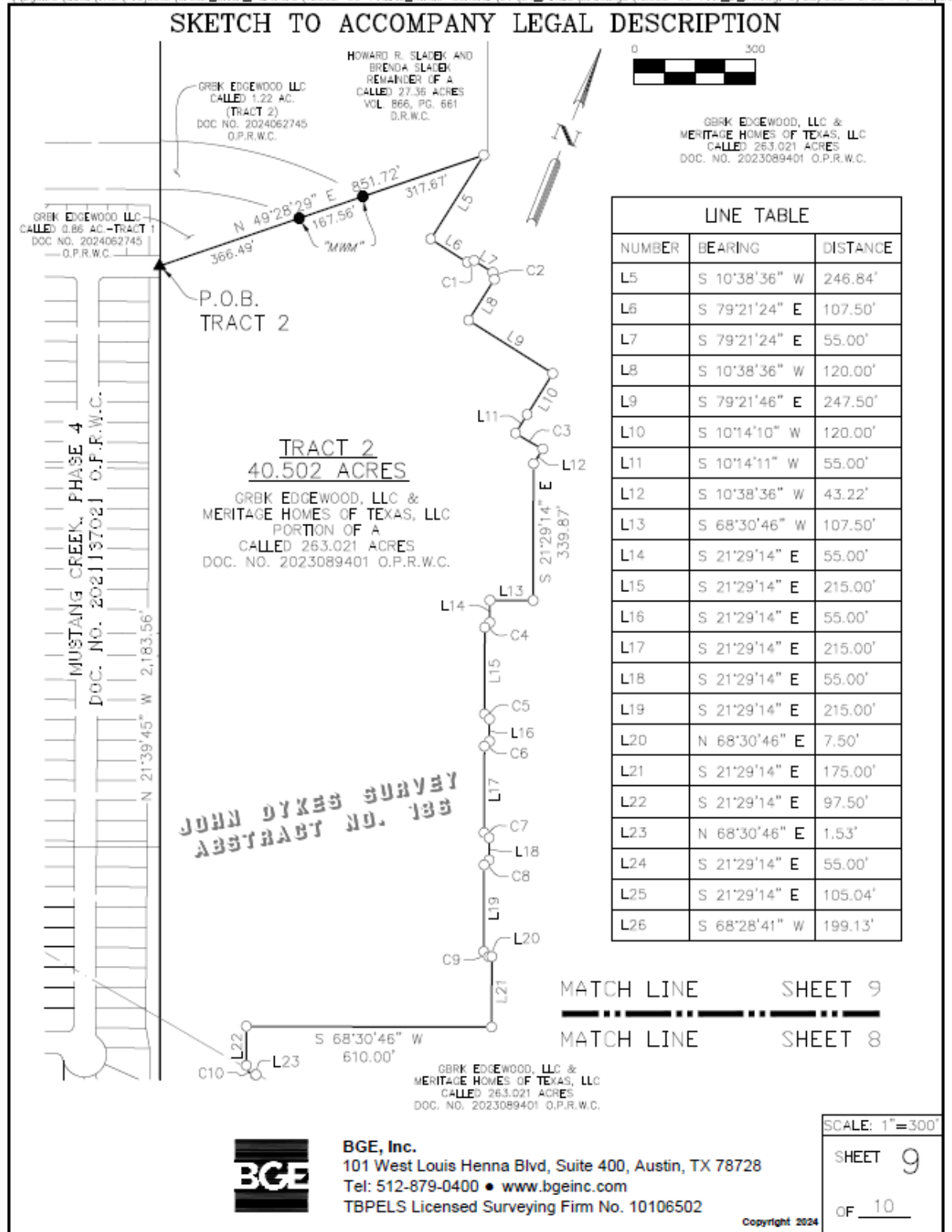
TBPELS Licensed Surveying Firm Number 10106502



09/26/2024

Date

Client: Green Brick Partners
Date: September 26, 2024
Job No: 12802-00



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	19.63'	12.50'	90°00'00"	N 55°38'36" E	17.68'
C2	19.63'	12.50'	90°00'00"	S 34°21'24" E	17.68'
C3	78.29'	1,185.00'	3°47'08"	S 81°39'23" E	78.28'
C4	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C5	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C6	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C7	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C8	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C9	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C10	35.34'	22.50'	90°00'00"	S 66°29'14" E	31.82'
C11	8.66'	12.50'	39°42'54"	S 48°39'19" W	8.49'
C12	34.39'	52.50'	37°31'55"	S 47°33'49" W	33.78'

LEGEND

DOC. DOCUMENT
 D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
 NO. NUMBER
 N.T.S. NOT TO SCALE
 O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 R.O.W. RIGHT-OF-WAY
 VOL. VOLUME
 ● FOUND 1/2" IRON ROD
 ▲ FOUND MAG NAIL
 ○ SET 1/2" IRON ROD W/CAP "BGE INC"



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

Copyright 2024

SCALE: ~
 SHEET 10
 OF 10

EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 62.678 ACRE TRACT OF LAND OUT OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 263.021 ACRE TRACT OF LAND AS CONVEYED TO GRBK EDGEWOOD LLC AND MERITAGE HOMES OF TEXAS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 62.678 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 "BGE INC" set at the northwest corner of the remaining portion of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by warranty deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, at an interior corner of the above described 263.021-acre tract, for an interior corner and POINT OF BEGINNING of the herein described tract;

THENCE, with a northeasterly line of said 263.021-acre tract and the southwesterly line of said Walker remainder tract, S 21°37'44" E a distance of 759.92 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract;

THENCE, leaving the southwesterly line of said Walker remainder tract, over and across said 263.021-acre tract, S 68°22'16" W a distance of 126.23 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, N 79°55'05" W a distance of 260.42 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, S 82°22'10" W a distance of 304.52 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, S 69°33'22" W a distance of 90.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 35°07'34" W a distance of 85.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

Page 1 of 9

\\bgainc\data\TTC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plan\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

THENCE, continuing over and across said 263.021-acre tract, N 83°08'58" W a distance of 513.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021-acre tract, S 68°20'15" W a distance of 318.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southwesterly line of said 263.021-acre tract and northeasterly line of Lot 107, Block B of Mustang Creek, Phase 8 a subdivision as recorded in Document Number 2022091992 of the Official Public Records of Williamson County, Texas for the southwest corner of the herein described tract;

THENCE, with the southwesterly line of said 263.021-acre tract and northeasterly line of said Lot 107, Block B, N 21°39'45" W a distance of 495.52 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most westerly corner of the herein described tract;

THENCE, leaving the northeasterly line of said Lot 107, Block B, over and across said 263.021-acre tract, N 68°28'41" E a distance of 199.13 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 105.04 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 34.39 feet, having a radius of 52.50 feet, a central angle of 37°31'55" and a chord which bears N 47°33'49" E a distance of 33.78 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 8.66 feet, having a radius of 12.50 feet, a central angle of 39°42'54" and a chord which bears N 48°39'19" E a distance of 8.49 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 1.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 35.34 feet, having a radius of 22.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 31.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 97.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 610.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 175.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 7.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent cure to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 107.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 339.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, N 10°38'36" E a distance of 43.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 78.29 feet, having a radius of 1,185.00 feet, a central angle of 03°47'08" and a chord which bears N 81°39'23" W a distance of 78.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 10°14'11" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021-acre tract, N 10°14'10" E a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 446.99 feet, having a radius of 1,010.00 feet, a central angle of 25°21'25" and a chord which bears N 87°33'28" E a distance of 443.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 18.25 feet, having a radius of 12.50 feet, a central angle of 83°38'00" and a chord which bears S 63°18'14" E a distance of 16.67 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 6.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 70.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northeast corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 95.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.43 feet, having a radius of 12.50 feet, a central angle of 89°03'26" and a chord which bears S 66°00'57" E a distance of 17.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of compound curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 5.65 feet, having a radius of 1,130.00 feet, a central angle of 00°17'11" and a chord which bears N 69°18'44" E a distance of 5.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 20°49'52" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at beginning of a non-tangent curve to the left, for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 4.62 feet, having a radius of 1,185.00 feet, a central angle of 0°13'25" and a chord which bears S 69°16'51" W a distance of 4.62 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of compound curvature;

THENCE, along said curve to the left, an arc distance of 19.83 feet, having a radius of 12.50 feet, a central angle of 90°52'47" and a chord which bears S 23°57'10" W a distance of 17.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 213.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 139.40 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 416.26 feet, having a radius of 265.00 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 374.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 12.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 5.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 70.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 102.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

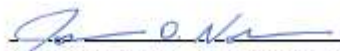
THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 485.05 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 5.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 175.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°32'53" W a distance of 356.44 feet to the POINT OF BEGINNING and containing 62.678 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date.


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500



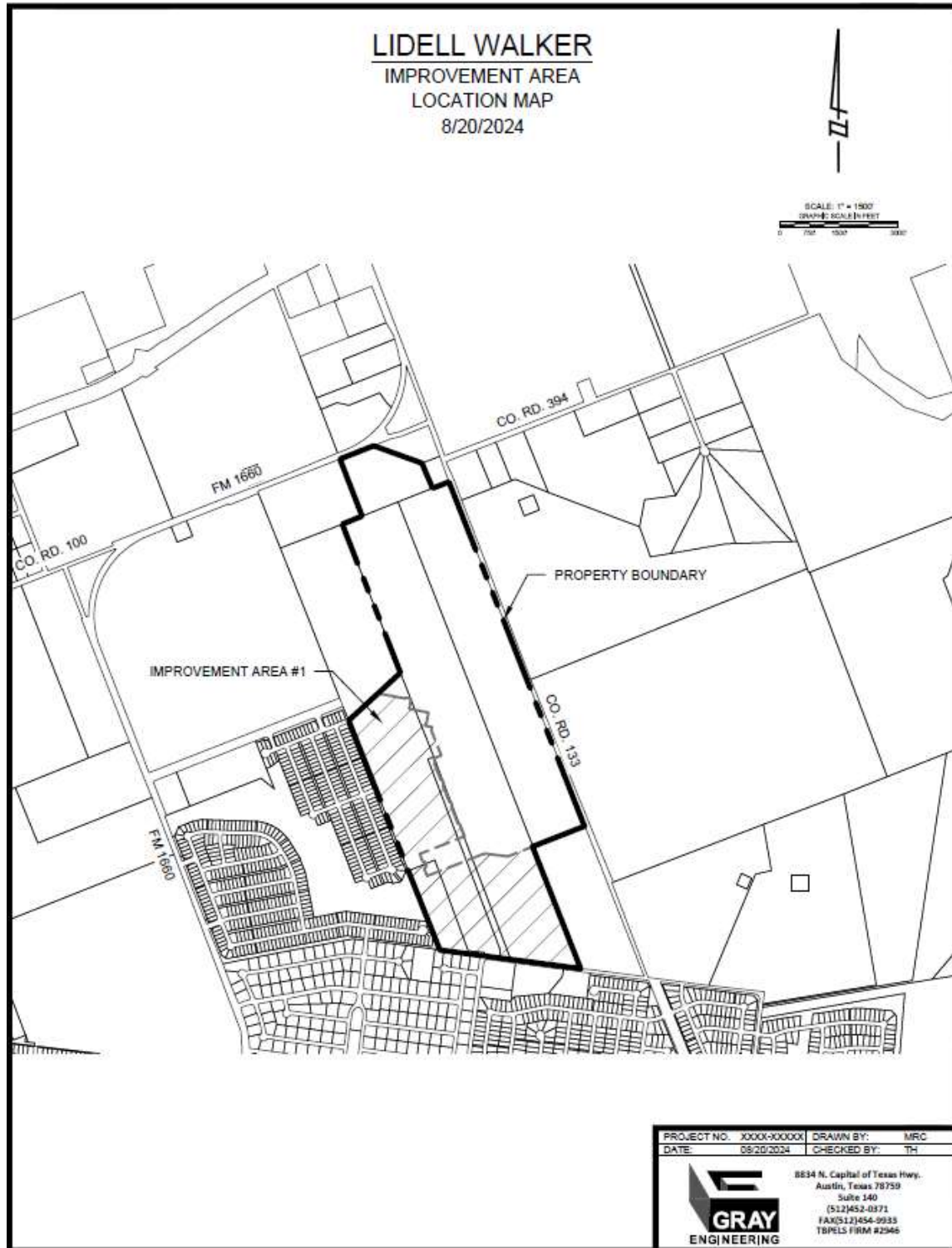
08/01/2025
Date

Date: December 19, 2024
Project Number: 11489-01

Page 9 of 9

\\bginc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

EXHIBIT B-1 – DISTRICT BOUNDARY MAP



**EXHIBIT B-2 – IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND FUTURE IMPROVEMENT AREA
BOUNDARY MAP**

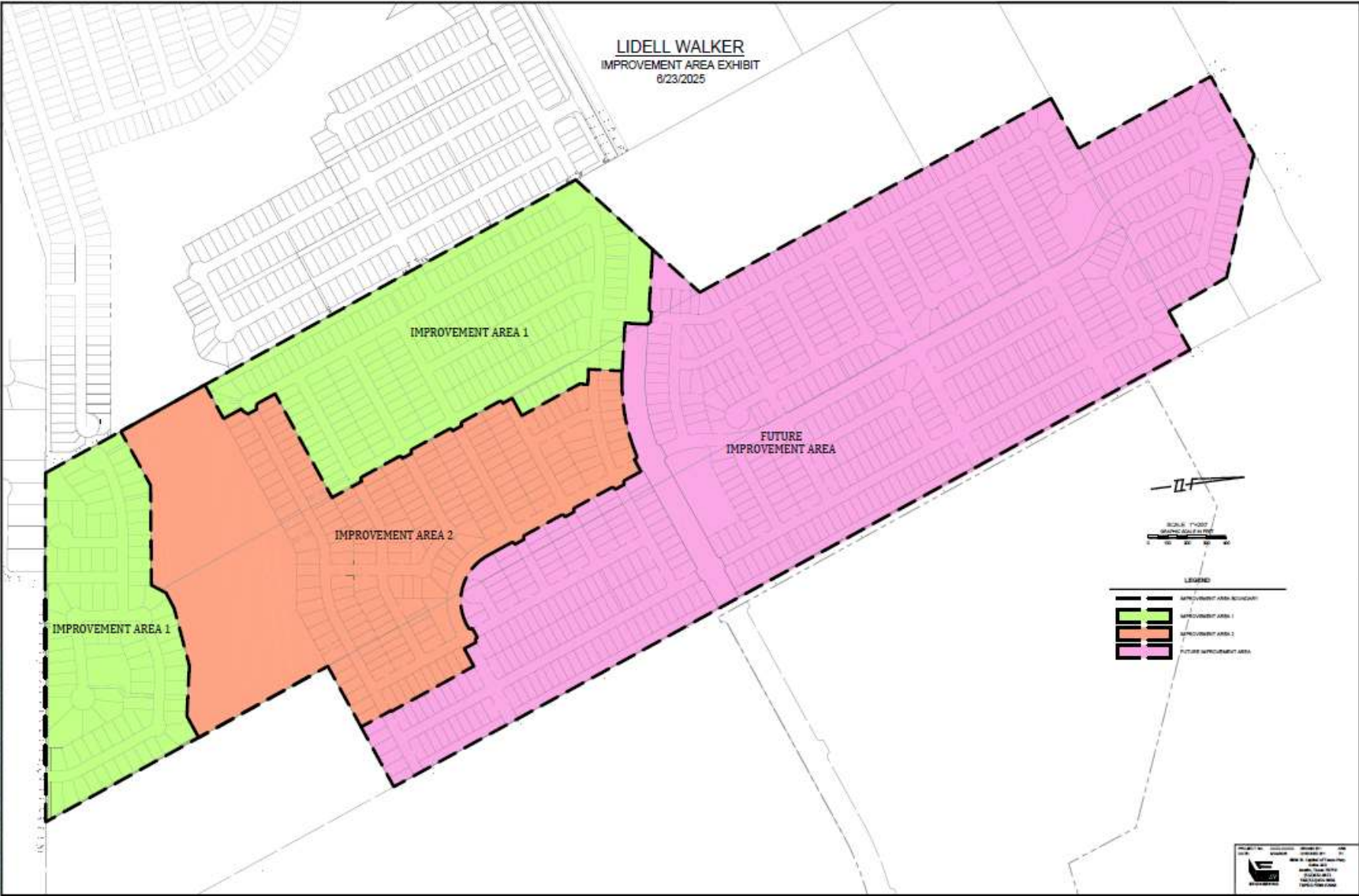


EXHIBIT B-3 – PHASE 2 PLAT



CURVE TABLE					
STATION	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
11	19.87	12.50	90°00'00"	S 55°36'36" E	17.88
12	19.87	12.50	90°00'00"	S 55°36'36" E	17.88
13	70.20	1,000.00	2°47'08"	S 81°39'23" E	70.20
14	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
15	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
16	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
17	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
18	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
19	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
20	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
21	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
22	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
23	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
24	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
25	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
26	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
27	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
28	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
29	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
30	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
31	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
32	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
33	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
34	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
35	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
36	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
37	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
38	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
39	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
40	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
41	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
42	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
43	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
44	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
45	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
46	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
47	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
48	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
49	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
50	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
51	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
52	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
53	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
54	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
55	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
56	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
57	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
58	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
59	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
60	19.87	12.50	90°00'00"	S 23°04'45" E	17.88

CURVE TABLE					
STATION	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
61	19.87	12.50	90°00'00"	S 55°36'36" E	17.88
62	141.01	800.00	9°04'42"	S 87°52'45" E	141.01
63	24.58	12.50	90°00'00"	S 23°04'45" E	17.88
64	170.84	472.50	17°18'21"	S 89°38'55" E	170.84
65	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
66	138.83	227.50	32°28'41"	S 88°59'03" E	137.17
67	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
68	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
69	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
70	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
71	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
72	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
73	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
74	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
75	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
76	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
77	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
78	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
79	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
80	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
81	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
82	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
83	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
84	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
85	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
86	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
87	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
88	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
89	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
90	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
91	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
92	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
93	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
94	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
95	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
96	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
97	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
98	19.87	12.50	90°00'00"	S 86°29'14" E	17.88
99	19.87	12.50	90°00'00"	S 23°04'45" E	17.88
100	19.87	12.50	90°00'00"	S 86°29'14" E	17.88

CURVE TABLE					
STATION	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
101	35.18	227.50	8°51'48"	S 88°59'03" E	35.18
102	86.71	1,000.00	4°11'31"	S 87°52'45" E	86.69
103	70.39	172.50	13°52'00"	S 87°52'45" E	69.69
104	24.39	12.50	90°00'00"	S 23°04'45" E	24.39
105	46.39	55.00	87°33'43"	S 87°52'45" E	44.67
106	30.82	55.00	32°45'21"	S 87°52'45" E	29.81
107	44.48	55.00	87°33'43"	S 87°52'45" E	43.08
108	14.57	527.50	1°34'56"	S 87°52'45" E	14.57
109	13.01	527.50	1°12'54"	S 87°52'45" E	13.01
110	47.18	527.50	9°57'22"	S 87°52'45" E	47.18
111	34.39	846.00	2°57'19"	S 87°52'45" E	34.39
112	46.22	527.50	8°54'47"	S 87°52'45" E	46.22
113	56.18	846.00	2°57'22"	S 87°52'45" E	56.17
114	46.45	527.50	8°54'47"	S 87°52'45" E	46.44
115	34.39	846.00	2°57'22"	S 87°52'45" E	34.39
116	30.12	527.50	2°57'22"	S 87°52'45" E	30.12
117	15.15	527.50	1°58'33"	S 87°52'45" E	15.15
118	34.39	527.50	2°57'22"	S 87°52'45" E	34.39
119	3.08	527.50	0°03'33"	S 87°52'45" E	3.08

LINE TABLE		
STATION	BEARING	DISTANCE
1	S 79°23'24" E	197.02
2	S 79°23'24" E	35.00
3	S 79°23'24" E	130.02
4	S 79°23'24" E	130.02
5	S 79°23'24" E	35.00
6	S 79°23'24" E	130.02
7	S 79°23'24" E	130.02
8	S 79°23'24" E	35.00
9	S 79°23'24" E	130.02
10	S 79°23'24" E	130.02
11	S 79°23'24" E	35.00
12	S 79°23'24" E	130.02
13	S 79°23'24" E	130.02
14	S 79°23'24" E	35.00
15	S 79°23'24" E	130.02
16	S 79°23'24" E	130.02
17	S 79°23'24" E	35.00
18	S 79°23'24" E	130.02
19	S 79°23'24" E	130.02
20	S 79°23'24" E	35.00
21	S 79°23'24" E	130.02
22	S 79°23'24" E	130.02
23	S 79°23'24" E	35.00
24	S 79°23'24" E	130.02
25	S 79°23'24" E	130.02
26	S 79°23'24" E	35.00
27	S 79°23'24" E	130.02
28	S 79°23'24" E	130.02
29	S 79°23'24" E	35.00
30	S 79°23'24" E	130.02
31	S 79°23'24" E	130.02
32	S 79°23'24" E	35.00
33	S 79°23'24" E	130.02
34	S 79°23'24" E	130.02
35	S 79°23'24" E	35.00
36	S 79°23'24" E	130.02
37	S 79°23'24" E	130.02
38	S 79°23'24" E	35.00
39	S 79°23'24" E	130.02
40	S 79°23'24" E	130.02
41	S 79°23'24" E	35.00
42	S 79°23'24" E	130.02
43	S 79°23'24" E	130.02
44	S 79°23'24" E	35.00
45	S 79°23'24" E	130.02
46	S 79°23'24" E	130.02
47	S 79°23'24" E	35.00
48	S 79°23'24" E	130.02
49	S 79°23'24" E	130.02
50	S 79°23'24" E	35.00
51	S 79°23'24" E	130.02
52	S 79°23'24" E	130.02
53	S 79°23'24" E	35.00
54	S 79°23'24" E	130.02
55	S 79°23'24" E	130.02
56	S 79°23'24" E	35.00
57	S 79°23'24" E	130.02
58	S 79°23'24" E	130.02
59	S 79°23'24" E	35.00
60	S 79°23'24" E	130.02
61	S 79°23'24" E	130.02
62	S 79°23'24" E	35.00
63	S 79°23'24" E	130.02
64	S 79°23'24" E	130.02
65	S 79°23'24" E	35.00
66	S 79°23'24" E	130.02
67	S 79°23'24" E	130.02
68	S 79°23'24" E	35.00
69	S 79°23'24" E	130.02
70	S 79°23'24" E	130.02
71	S 79°23'24" E	35.00
72	S 79°23'24" E	130.02
73	S 79°23'24" E	130.02
74	S 79°23'24" E	35.00
75	S 79°23'24" E	130.02
76	S 79°23'24" E	130.02
77	S 79°23'24" E	35.00
78	S 79°23'24" E	130.02
79	S 79°23'24" E	130.02
80	S 79°23'24" E	35.00
81	S 79°23'24" E	130.02
82	S 79°23'24" E	130.02
83	S 79°23'24" E	35.00
84	S 79°23'24" E	130.02
85	S 79°23'24" E	130.02
86	S 79°23'24" E	35.00
87	S 79°23'24" E	130.02
88	S 79°23'24" E	130.02
89	S 79°23'24" E	35.00
90	S 79°23'24" E	130.02
91	S 79°23'24" E	130.02
92	S 79°23'24" E	35.00
93	S 79°23'24" E	130.02
94	S 79°23'24" E	130.02
95	S 79°23'24" E	35.00
96	S 79°23'24" E	130.02
97	S 79°23'24" E	130.02
98	S 79°23'24" E	35.00
99	S 79°23'24" E	130.02
100	S 79°23'24" E	130.02

R - RESIDENTIAL G.S.D. - OPEN SPACE/DRAINAGE EASEMENT F - PARK

LOT AREA TABLE		
LOT	BLOCK	SQ. FT. TYPE
1	AA	8,179 R
2	AA	6,000 N
3	AA	8,000 N
4	AA	6,000 N
5	AA	6,000 N
6	AA	6,000 N
7	AA	5,400 N
8	AA	6,400 N
9	AA	5,400 N
10	AA	5,400 N
11	AA	5,400 N
12	AA	2,400 N
13	AA	8,000 6.3.3
14	AA	5,400 N
15	AA	5,400 N
16	AA	5,400 N
17	AA	5,400 N
18	AA	5,400 N
19	AA	2,400 N
20	AA	8,400 N
21	AA	8,400 N
22	AA	5,400 N
23	AA	5,385 R
24	AA	8,386 R
25	AA	5,400 N
26	AA	5,400 N
27	AA	5,400 N
28	AA	5,400 N
29	AA	5,400 N
30	AA	5,400 N
31	AA	5,400 N
32	AA	5,400 N
33	AA	5,400 N
34	AA	5,400 N
35	AA	5,400 N
36	AA	5,400 N
37	AA	5,21 N
38	AA	6,000 N
39	AA	6,000 N
40	AA	6,000 N
41	AA	8,884 R
42	AA	8,858 R
43	AA	7,182 R

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 40.502 ACRES TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; HERE A PORTION OF A CALLED 263.021 ACRES TRACT OF LAND AS CONVEYED TO GRIN EDEWOOD LLC AND MENTASE HOMES OF TEXAS, LLC BY SPECIAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 2023006401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND 40.502 ACRES TRACT OF LAND HERE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a flag set located on the east line of MUSTANG CREEK, PHASE 4, a subdivision as recorded in Document Number 2021037021 of the Official Public Records of Williamson County, Texas, at its west corner of the above described 263.021-acre tract, of the south corner of a called 0.86-acre tract (Tract I) as to conveyed to GRIN EDEWOOD LLC by general warranty deed recorded in Document Number 2024062745 of the Official Public Records of Williamson County, Texas, for the most westerly corner and POINT OF BEGINNING of the herein described tract:

THENCE, with the northeasterly line of said 263.021-acre tract and the southeasterly line of said called 0.86-acre tract (Tract I) and a called 1.22-acre tract (Tract II) as to conveyed to GRIN EDEWOOD LLC by general warranty deed recorded in Document Number 2024062745 of the Official Public Records of Williamson County, Texas, and the remainder of a called 27.56-acre tract of land, as conveyed to Howard B. Spahn and Brenda Spahn by warranty deed recorded in Volume 366, Page 661 of the Deed Records of Williamson County, Texas, N 49°28'28"E, pass a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of said 0.86-acre tract (Tract I) and said 1.22-acre tract (Tract II) of a distance of 365.49 feet, pass a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of said 1.22-acre tract (Tract II) and said 0.86-acre tract of a distance of 524.05 feet, continuing on for a lineal distance of 883.72 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southeasterly line of said Spahn remainder tract, for the most northerly corner of the herein described tract:

THENCE, following the southeasterly line of said Spahn remainder tract, over and across said 263.021-acre tract, S 12°30'30"W a distance of 246.84 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 78°12'24"E a distance of 107.90 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left:

THENCE, continuing over and across said 263.021-acre tract along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 89°50'00" and a chord which bears N 59°30'30"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 78°12'24"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a non-tangent curve to the left for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 89°50'00" and a chord which bears S 54°23'24"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 10°38'38"W a distance of 130.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 79°21'48"E a distance of 247.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 10°14'10"W a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner:

THENCE, continuing over and across said 263.021-acre tract, S 10°14'11"W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner and point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract along said curve to the left, on arc distance of 78.28 feet, having a radius of 1189.00 feet, a central angle of 0°14'10" and a chord which bears S 81°38'33"E a distance of 78.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 10°38'38"W a distance of 43.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 326.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 09°30'40"W a distance of 107.20 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 23°30'40"W a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 08°29'14"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and at a point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 23°30'40"W a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 08°29'14"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 23°30'40"W a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 08°29'14"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 23°30'40"W a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 08°29'14"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 23°30'40"W a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, on arc distance of 18.63 feet, having a radius of 12.00 feet, a central angle of 90°00'00" and a chord which bears S 08°29'14"E a distance of 17.66 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner and point of curvature of a non-tangent curve to the left:

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, on arc distance of 34.39 feet to a 1/2-inch, having a radius of 52.50 feet, a central angle of 37°51'55" and a chord which bears N 47°34'48"E a distance of 33.78 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract:

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14"E a distance of 105.64 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set the most westerly southwest corner:

THENCE, continuing over and across said 263.021-acre tract, S 68°28'41"W a distance of 188.12 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west line of said 263.021-acre tract and the east line of MUSTANG CREEK, PHASE 5, a subdivision as recorded in Document Number 2022091992 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract:

THENCE, with the west line of said 263.021-acre tract and partly with the east line of said MUSTANG CREEK, PHASE 5, the east line of MUSTANG CREEK, PHASE 5, a subdivision as recorded in Document Number 2021141183, and the east line of said MUSTANG CREEK, PHASE 4, S 21°38'45"W a distance of 2183.86 feet to the POINT OF BEGINNING and containing 40.502 acres of land, more or less.

FINAL PLAT LIDELL WALKER PHASE 2

A SUBDIVISION OF 40.502 ACRES OF LAND
LOCATED IN THE
CANUTILLO COLONY DITCH COMPANY
SURVEY, ABSTRACT NO. 693 AND THE JOHN
DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
101 West Loop West Blvd., Suite 400
Austin, Texas 78728
Tel: (512) 476-0432 • www.bgeinc.com
TDEFLS Registration No. F-1346
TDEFLS Licensed Surveying Firm No. 13186602

SHEET 4 OF 5

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT GRIM EDELMAN LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH AUSTIN EVETTE, ITS AUTHORIZED SIGNED AND HERETOFOR KNOWN AS GRIM EDELMAN LLC, AN ARIZONA LIMITED LIABILITY COMPANY ACTING HEREIN BY AND THROUGH BRANDON HAMMANN, ITS VICE PRESIDENT OF LAND DEVELOPMENT, OWNERS OF A CALLED BELLEVUE TRACT OF LAND AS CONVEYED TO THEM BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023080401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DEEDS HEREBY SUBMITTING SAID ACRES OF LAND IN ACCORDANCE WITH THE PLAN SHOWN HEREON, TO BE KNOWN AS:

LIDELL WALKER PHASE 2

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 4th DAY OF DECEMBER, 2024, A.D.

Austin Evette
AUSTIN EVETTE, AUTHORIZED SIGNER
GRIM EDELMAN LLC
5801 HEADQUARTERS DRIVE, SUITE 3000
PLANO, TEXAS 75074

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED AUSTIN EVETTE, 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.

Notary Public
NOTARY PUBLIC, STATE OF TEXAS



Brandon Hammann
PRIME NOTARY'S NAME
MY COMMISSION EXPIRES February 14, 2028

WITNESS MY HAND, THIS 9 DAY OF DECEMBER, 2024, A.D.

Brandon Hammann
BRANDON HAMMANN, VICE PRESIDENT OF LAND DEVELOPMENT
HERITAGE HOMES OF TEXAS, LLC
12301 RESEARCH BLVD.
BURNLEY 4, SUITE 400
AUSTIN, TEXAS 78759

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BRANDON HAMMANN, 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.

Notary Public
NOTARY PUBLIC, STATE OF TEXAS



Brandon Hammann
PRIME NOTARY'S NAME
MY COMMISSION EXPIRES 4/13/25

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 PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Timothy M. Holland
TIMOTHY M. HOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 84846
GRAY ENGINEERING, INC.
8834 N CAPITAL OF TEXAS HWY #143
AUSTIN, TX 78758

DATE 12/17/2024



I, JONATHAN G. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Jonathan G. Nobles
JONATHAN G. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
F&S, INC.
101 WEST LOUIS HOBBS BLVD., SUITE 400
AUSTIN, TEXAS 78728

DATE 11/25/2024



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4200, NAD83.
2. NO BUILDING, PERSONAL 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 LDC 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 THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL WYOFFER SEE 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 PARKING IS REQUIRED. (2018 FC, APPENDIX D SEC. 103.5 - 103.5.2)
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. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE LDC REQUIREMENTS, AS AMENDED.
12. THIS TRACT IS WITHIN WATER CON SERVICE AREA 10070 WHICH WILL BE AVAILABLE THROUGH JONAH SUD AFTER THE APPROPRIATE WATER SYSTEMS ARE INSTALLED TO THIS SITE. WASTEWATER WILL BE PROVIDED THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO RESPONSIBILITY FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
13. NO PORTION OF THIS TRACT IS ENCOMPASSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
14. NO PORTION OF THIS TRACT IS ENCOMPASSED BY ANY SPECIAL FLOOD HAZARD AREAS ENCOMPASSED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 4801010101, EFFECTIVE DATE DECEMBER 25, 2019, FOR WILLIAMSON COUNTY, TEXAS.
15. 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 3" PER FOOT FOR A DISTANCE OF AT LEAST 300 (100) FEET.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. 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, IF NECESSARY.
18. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
19. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
20. THIS SUBDIVISION IS ZONED SF-1 VILLAGE.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
22. THE MAXIMUM IMPERVIOUS COVERAGE FOR RESIDENTIAL LOT IS 52%.
23. SUBDIVISION WALLS SHALL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH CHAPTER 4 OF THE LDC, AS AMENDED.
24. STREETS 26 FEET WIDE TO LESS THAN 33 FEET WIDE REQUIRE FIRE LANE STRIPS ON ONE SIDE OF THE STREET.
25. TRAFFIC IMPACT FEES WILL BE DUE BASED ON RESOLUTION R-2021-1474.

CITY DEVELOPMENT SERVICES REQUIRED:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS 10 DAY OF January, 2025.

Wendy Boley
HUTTO CITY DEVELOPMENT SERVICES DIRECTOR
DATE 1-10-25

THIS PLAN WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE 5 DAY OF September, 2024.

Richard J. Alcock
HUTTO PLANNING AND ZONING CHAIR
DATE 1-7-2025

STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, NANCY E. RISTEN, 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 28 DAY OF January, 2025, AT 2:00 O'CLOCK P.M. AND WAS RECORDED ON THE 28 DAY OF January, 2025, AT 2:14 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2025-010489.

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

NANCY E. RISTEN, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS



BY Matthew J. Rist
DEPUTY

**FINAL PLAT
LIDELL WALKER
PHASE 2**

A SUBDIVISION OF 40.502 ACRES OF LAND
LOCATED IN THE
CANUTILLO COLONY DITCH COMPANY
SURVEY, ABSTRACT NO. 693 AND THE JOHN
DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

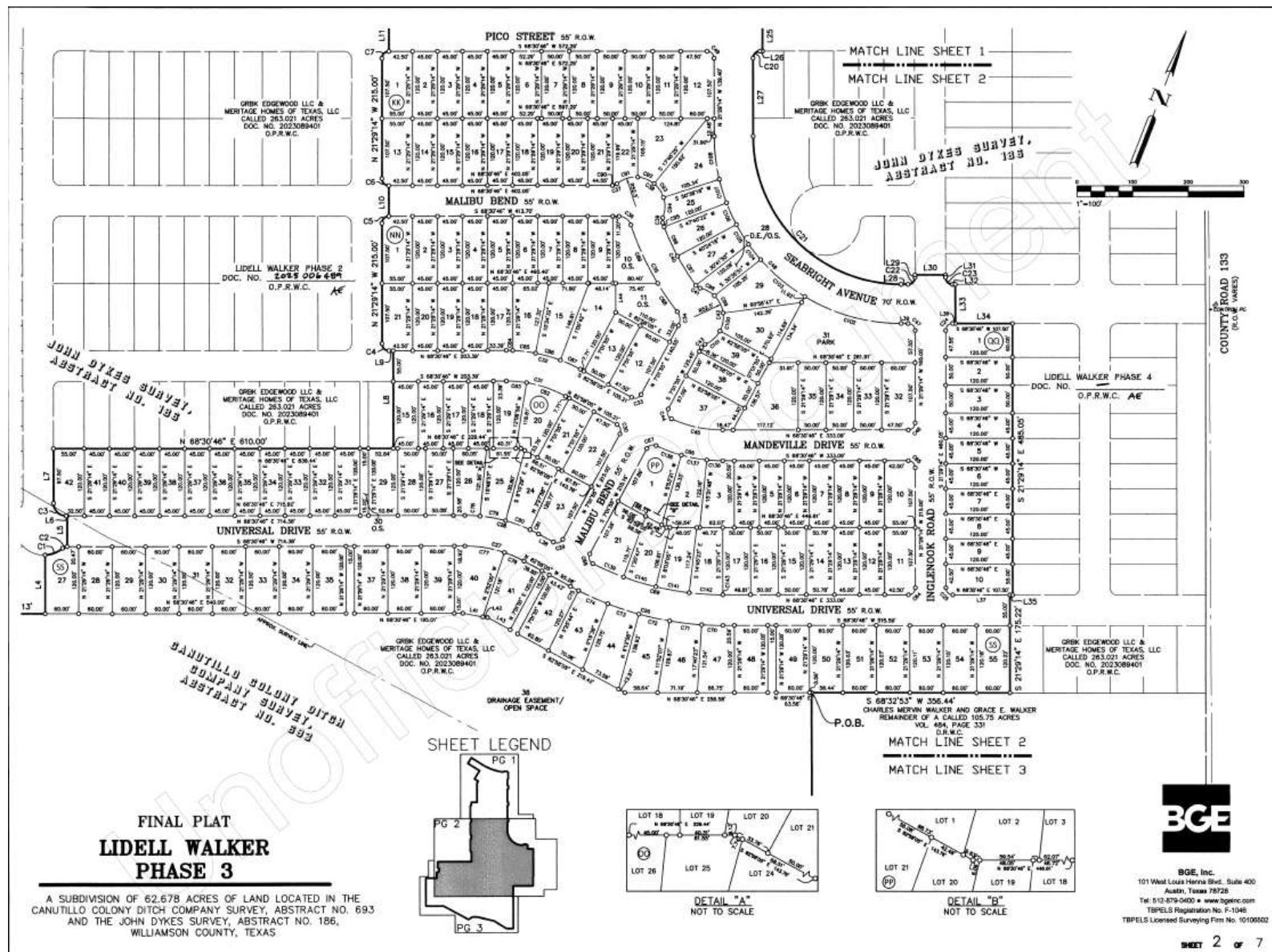


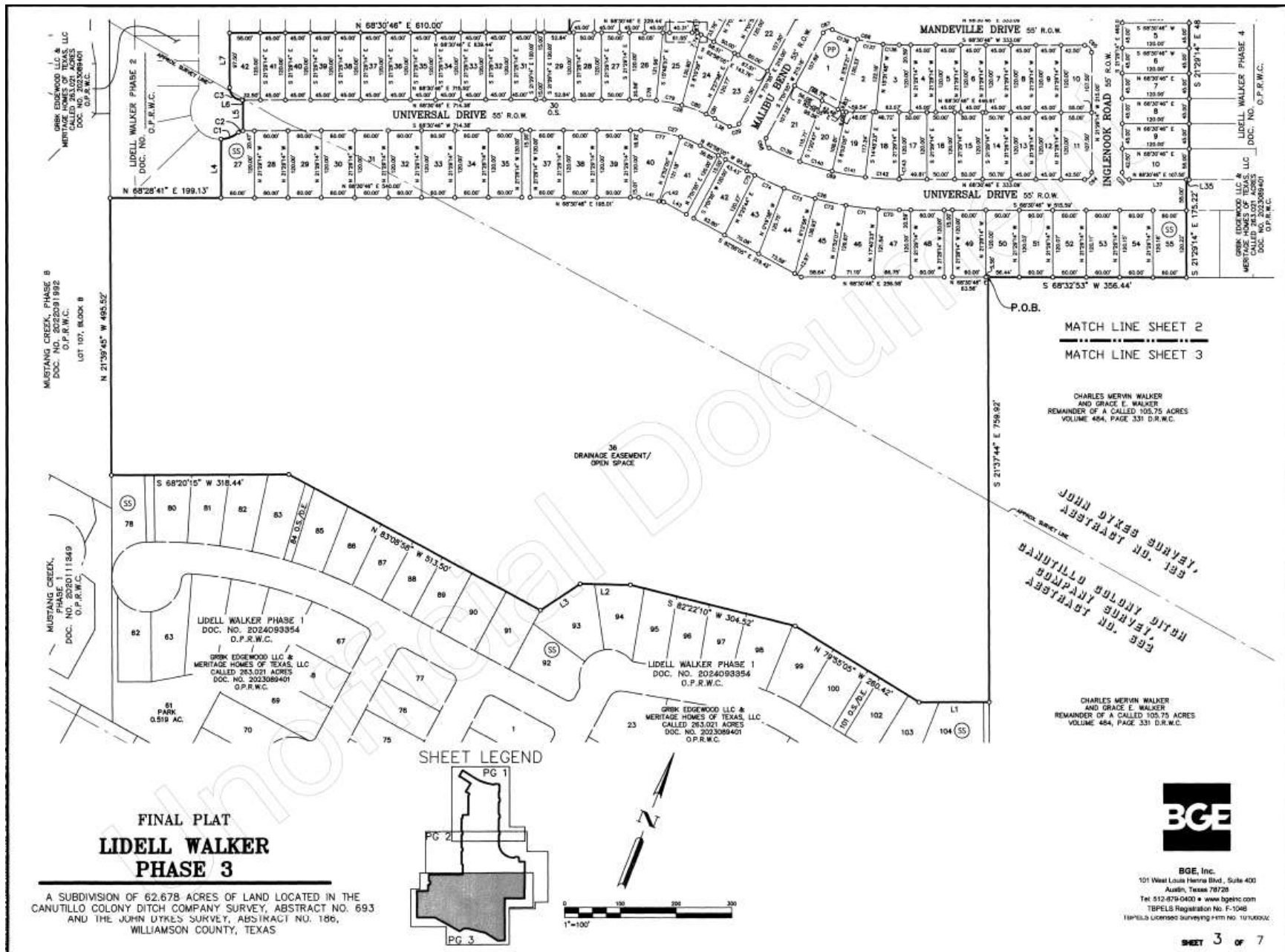
BGE, Inc.
131 West Loop West Suite 400
Austin, Texas 78758
Tel: 512-454-0402 • www.bgeinc.com
TPELIS Registration No. P-1548
TPELIS License Surveying Firm No. 12100002

SHEET 5 of 5

EXHIBIT B-4 – PHASE 3 PLAT







LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
9	CC	6,566	R
10	CC	5,400	R
11	CC	5,400	R
12	CC	5,400	R
13	CC	5,400	R
14	CC	5,851	R
15	CC	8,964	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	DD	13,132	R
2	DD	8,221	R
3	DD	7,538	R
4	DD	6,996	R
5	DD	8,613	R
6	DD	9,244	R
7	DD	6,000	R
8	DD	6,000	R
9	DD	6,000	R
10	DD	8,965	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	II	6,566	R
2	II	5,400	R
3	II	5,400	R
4	II	5,400	R
5	II	5,400	R
6	II	6,275	R
7	II	6,000	R
8	II	6,000	R
9	II	6,000	R
10	II	6,000	R
11	II	6,000	R
12	II	7,166	R
13	II	7,166	R
14	II	6,000	R
15	II	6,000	R
16	II	6,000	R
17	II	6,000	R
18	II	6,000	R
19	II	6,275	R
20	II	5,400	R
21	II	5,400	R
22	II	5,400	R
23	II	5,400	R
24	II	6,566	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	KK	6,566	R
2	KK	5,400	R
3	KK	5,400	R
4	KK	5,400	R
5	KK	5,400	R
6	KK	6,275	R
7	KK	6,000	R
8	KK	6,000	R
9	KK	6,000	R
10	KK	6,000	R
11	KK	6,000	R
12	KK	7,166	R
13	KK	6,566	R
14	KK	5,400	R
15	KK	5,400	R
16	KK	5,400	R
17	KK	5,400	R
18	KK	5,400	R
19	KK	5,400	R
20	KK	5,400	R
21	KK	5,400	R
22	KK	4,959	R
23	KK	6,781	R
24	KK	8,341	R
25	KK	5,250	R
26	KK	6,012	R
27	KK	6,213	R
28	KK	3,922	D/O.S.
29	KK	8,149	R
30	KK	8,161	R
31	KK	30,286	PARK
32	KK	7,166	R
33	KK	6,000	R
34	KK	6,000	R
35	KK	6,000	R
36	KK	10,142	R
37	KK	8,136	R
38	KK	6,000	R
39	KK	5,617	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	NN	6,566	R
2	NN	5,400	R
3	NN	5,400	R
4	NN	5,400	R
5	NN	5,400	R
6	NN	5,400	R
7	NN	5,400	R
8	NN	5,400	R
9	NN	5,400	R
10	NN	6,070	O.S.
11	NN	7,981	O.S.
12	NN	7,166	R
13	NN	6,000	R
14	NN	8,657	R
15	NN	7,842	R
16	NN	6,503	R
17	NN	5,401	R
18	NN	5,400	R
19	NN	5,400	R
20	NN	5,400	R
21	NN	6,566	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
15	OO	5,400	R
16	OO	5,400	R
17	OO	5,400	R
18	OO	5,400	R
19	OO	5,988	R
20	OO	7,394	R
21	OO	6,000	R
22	OO	7,166	R
23	OO	7,622	R
24	OO	7,138	R
25	OO	7,292	R
26	OO	6,504	R
27	OO	6,000	R
28	OO	6,000	R
29	OO	6,341	R
30	OO	1,800	O.S.
31	OO	5,400	R
32	OO	5,400	R
33	OO	5,400	R
34	OO	5,400	R
35	OO	5,400	R
36	OO	5,400	R
37	OO	5,400	R
38	OO	5,400	R
39	OO	5,400	R
40	OO	5,400	R
41	OO	5,400	R
42	OO	6,491	R

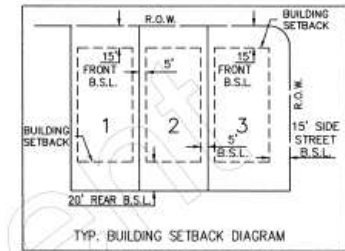
LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	PP	9,115	R
2	PP	7,309	R
3	PP	6,711	R
4	PP	5,400	R
5	PP	5,400	R
6	PP	5,400	R
7	PP	5,400	R
8	PP	5,400	R
9	PP	5,400	R
10	PP	6,566	R
11	PP	6,566	R
12	PP	5,400	R
13	PP	5,400	R
14	PP	6,094	R
15	PP	6,000	R
16	PP	6,000	R
17	PP	6,000	R
18	PP	6,363	R
19	PP	6,120	R
20	PP	6,022	R
21	PP	7,614	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	QQ	7,173	R
2	QQ	6,000	R
3	QQ	6,000	R
4	QQ	5,400	R
5	QQ	5,400	R
6	QQ	5,400	R
7	QQ	5,400	R
8	QQ	5,400	R
9	QQ	5,400	R
10	QQ	6,566	R

LEGEND	
TYPE	TYPE
R	RESIDENTIAL
O.S.	OPEN SPACE
D/O.S.	DRAINAGE/OPEN SPACE
PARK	PARK

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
27	SS	6,848	R
28	SS	7,200	R
29	SS	7,200	R
30	SS	7,200	R
31	SS	7,200	R
32	SS	7,200	R
33	SS	7,200	R
34	SS	7,200	R
35	SS	7,200	R
36	SS	1,002,958	D/O.S.
37	SS	7,200	R
38	SS	7,200	R
39	SS	7,200	R
40	SS	8,668	R
41	SS	7,793	R
42	SS	7,336	R
43	SS	7,794	R
44	SS	8,638	R
45	SS	8,623	R
46	SS	8,048	R
47	SS	7,547	R
48	SS	7,200	R
49	SS	7,200	R
50	SS	7,201	R
51	SS	7,203	R
52	SS	7,205	R
53	SS	7,208	R
54	SS	7,210	R
55	SS	7,212	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
6	Y	6,216	R
7	Y	6,234	R
8	Y	6,234	R
9	Y	6,234	R
10	Y	6,234	R
11	Y	6,234	R
12	Y	6,234	R
13	Y	6,234	R
14	Y	9,049	R



FINAL PLAT LIDELL WALKER PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE
CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693
AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
101 West Louis Harris Blvd., Suite 400
Austin, Texas 78728
Tel: 512-479-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	34.39'	52.50'	37°31'55"	N 47°33'49" E	33.78'
C2	8.86'	12.50'	39°42'54"	S 48°39'19" W	8.49'
C3	35.34'	22.50'	90°00'00"	S 66°29'14" E	31.82'
C4	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C5	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C6	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C7	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C8	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C9	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C10	78.29'	1,185.00'	3°47'08"	S 81°39'23" E	78.28'
C11	446.99'	1,010.00'	25°21'25"	N 87°33'28" E	443.35'
C12	18.25'	12.50'	83°38'00"	N 63°18'14" W	16.67'
C13	19.63'	12.50'	89°03'28"	S 66°00'57" E	17.53'
C14	5.65'	1,130.00'	0°17'11"	N 69°18'44" E	5.65'
C15	4.82'	1,185.00'	0°13'25"	N 69°18'51" E	4.82'
C16	19.63'	12.50'	90°52'47"	S 23°57'10" W	17.81'
C17	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C18	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C19	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C20	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C21	416.26'	265.00'	90°00'00"	S 66°29'14" E	374.77'
C22	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C23	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C24	19.63'	12.50'	90°00'00"	S 23°30'46" W	17.68'
C25	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C26	284.98'	572.50'	28°31'08"	N 82°46'20" E	282.03'
C27	110.75'	222.50'	28°31'08"	S 82°46'20" W	109.61'
C28	138.13'	277.50'	28°31'08"	S 82°46'20" W	136.70'
C29	19.63'	12.50'	90°00'00"	N 52°01'55" E	17.68'
C30	19.63'	12.50'	90°00'00"	N 37°58'05" W	17.68'
C31	110.75'	222.50'	28°31'08"	S 82°46'20" W	109.61'
C32	138.13'	277.50'	28°31'08"	S 82°46'20" W	136.70'
C33	19.63'	12.50'	90°00'00"	N 52°01'55" E	17.68'
C34	26.12'	22.50'	66°30'26"	N 26°13'19" W	24.68'
C35	178.87'	510.00'	19°52'11"	S 49°32'26" E	175.98'
C36	26.23'	22.50'	71°52'53"	N 75°32'47" W	26.41'
C37	8.66'	12.50'	39°42'54"	N 48°39'19" E	8.49'
C38	139.44'	52.50'	15°21'07"	N 75°06'55" W	101.92'
C39	9.24'	12.50'	42°19'59"	S 20°11'41" E	9.03'
C40	127.32'	455.00'	16°02'00"	S 49°22'40" E	126.81'
C41	9.24'	12.50'	42°19'59"	S 78°33'40" E	9.03'
C42	134.21'	52.50'	146°28'28"	N 26°29'25" W	100.54'
C43	8.66'	12.50'	39°42'54"	S 26°53'22" W	8.49'
C44	20.53'	12.50'	94°05'08"	S 40°00'40" E	18.30'
C45	94.88'	222.50'	24°26'00"	N 80°43'46" E	94.17'
C46	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C47	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C48	526.22'	335.00'	90°00'00"	S 66°29'14" E	473.76'
C49	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C50	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C52	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C53	84.53'	227.50'	21°17'22"	S 10°50'33" E	84.05'
C54	19.42'	12.50'	88°59'41"	N 44°41'42" W	17.52'
C55	195.00'	1,185.00'	9°25'43"	S 84°28'41" E	194.78'
C56	510.81'	1,130.00'	25°54'00"	N 87°17'11" E	506.47'
C57	20.91'	12.50'	95°49'24"	N 26°25'28" E	18.55'
C58	18.45'	12.50'	84°34'01"	N 63°46'14" W	16.82'
C59	269.54'	1,185.00'	13°01'57"	N 80°27'44" E	268.98'
C60	18.92'	12.50'	86°43'18"	S 43°37'04" W	17.16'
C61	65.47'	172.50'	21°44'39"	S 10°36'54" E	65.07'
C62	19.63'	12.50'	90°00'00"	S 66°29'14" E	17.68'
C63	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C64	19.63'	12.50'	90°00'00"	N 23°30'46" E	17.68'
C65	19.63'	12.50'	90°00'00"	N 66°29'14" W	17.68'
C66	123.80'	277.50'	25°33'42"	N 81°17'37" E	122.78'
C67	18.99'	12.50'	87°02'33"	S 50°33'11" W	17.22'
C68	20.01'	12.50'	91°41'52"	S 38°49'01" E	17.94'
C69	242.25'	517.50'	26°49'16"	N 81°05'24" E	240.04'
C70	38.11'	572.50'	3°48'50"	N 70°25'11" E	38.10'
C71	58.00'	572.50'	5°46'17"	N 79°13'45" E	57.97'
C72	56.48'	572.50'	5°39'11"	N 80°57'28" E	56.48'
C73	58.64'	572.50'	5°53'18"	N 86°43'43" E	58.81'
C74	57.52'	572.50'	5°45'22"	S 87°28'57" E	57.49'
C75	16.02'	572.50'	1°36'11"	S 83°46'11" E	16.02'
C76	38.44'	222.50'	8°33'54"	N 87°50'03" W	38.39'
C77	72.31'	222.50'	18°17'14"	S 77°49'23" W	71.99'
C78	27.47'	277.50'	5°40'17"	S 71°20'55" W	27.46'
C79	46.69'	277.50'	9°38'27"	S 79°00'17" W	46.64'
C80	46.69'	277.50'	9°38'27"	S 88°38'44" W	46.64'
C81	17.27'	277.50'	3°33'57"	N 84°45'04" W	17.27'
C82	74.36'	222.50'	19°08'51"	S 67°27'29" W	74.01'
C83	36.39'	222.50'	9°22'18"	S 73°11'50" W	36.30'
C84	11.61'	277.50'	2°23'53"	S 69°42'43" W	11.61'
C85	41.23'	277.50'	8°30'49"	S 75°10'03" W	41.20'
C86	46.32'	277.50'	8°33'50"	S 84°12'23" W	46.27'
C87	38.96'	277.50'	8°02'37"	N 86°59'24" W	38.93'
C88	61.70'	510.00'	6°55'55"	S 56°00'54" E	61.67'
C89	115.16'	510.00'	12°56'16"	S 46°04'28" E	114.92'
C90	0.45'	12.50'	2°05'07"	S 67°28'13" W	0.45'
C91	40.32'	52.50'	43°59'57"	S 50°47'50" W	39.33'
C92	32.05'	52.50'	34°58'37"	N 89°42'53" W	31.55'
C93	30.11'	52.50'	32°51'53"	N 50°47'38" W	29.70'
C94	36.86'	52.50'	40°20'00"	N 19°11'42" W	36.30'
C95	7.67'	455.00'	0°57'58"	S 41°50'39" E	7.67'
C96	57.71'	455.00'	7°16'04"	S 45°57'40" E	57.68'
C97	61.94'	455.00'	7°47'58"	S 53°29'41" E	61.89'
C98	29.64'	52.50'	32°20'36"	N 83°33'19" W	29.25'
C99	35.12'	52.50'	38°19'46"	N 48°13'06" W	34.47'
C100	32.96'	52.50'	35°56'26"	N 11°04'00" W	32.42'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C101	36.49'	52.50'	39°49'37"	N 26°50'01" E	35.76'
C102	181.52'	335.00'	31°02'48"	N 84°02'09" E	179.31'
C103	103.73'	335.00'	17°44'28"	S 71°34'14" E	103.32'
C104	35.02'	335.00'	5°59'20"	S 59°42'20" E	35.00'
C105	41.81'	335.00'	7°06'58"	S 53°09'11" E	41.58'
C106	42.49'	335.00'	7°18'04"	S 45°57'40" E	42.46'
C107	44.00'	335.00'	7°31'30"	S 38°33'53" E	43.97'
C108	77.85'	335.00'	13°18'54"	S 28°08'41" E	77.68'
C109	6.75'	227.50'	1°42'03"	S 20°38'12" E	6.75'
C110	40.87'	227.50'	10°17'40"	S 14°38'21" E	40.82'
C111	36.90'	227.50'	9°17'40"	S 04°50'41" E	36.86'
C112	116.71'	1,185.00'	5°36'35"	S 86°22'14" E	116.68'
C113	54.70'	1,130.00'	2°46'25"	S 81°09'02" E	54.70'
C114	54.86'	1,130.00'	2°46'54"	S 83°55'42" E	54.85'
C115	54.86'	1,130.00'	2°46'54"	S 86°42'36" E	54.85'
C116	54.86'	1,130.00'	2°46'54"	S 89°29'29" E	54.85'
C117	54.86'	1,130.00'	2°46'54"	N 87°43'37" E	54.85'
C118	54.86'	1,130.00'	2°46'54"	N 84°56'43" E	54.85'
C119	54.86'	1,130.00'	2°46'54"	N 82°09'49" E	54.85'
C120	54.86'	1,130.00'	2°46'54"	N 79°22'50" E	54.85'
C121	72.08'	1,130.00'	3°39'18"	N 76°09'50" E	72.07'
C122	48.89'	1,010.00'	2°46'25"	S 81°09'02" E	48.89'
C123	49.03'	1,010.00'	2°46'54"	S 83°55'42" E	49.03'
C124	49.03'	1,010.00'	2°46'54"	S 86°42'36" E	49.03'
C125	49.03'	1,010.00'	2°46'54"	S 89°29'29" E	49.03'
C126	49.03'	1,010.00'	2°46'54"	N 87°43'37" E	49.03'
C127	49.03'	1,010.00'	2°46'54"	N 84°56'43" E	49.03'
C128	49.03'	1,010.00'	2°46'54"	N 82°09'49" E	49.03'
C129	49.03'	1,010.00'	2°46'54"	N 79°22'50" E	49.03'
C130	54.85'	1,010.00'	3°06'42"	N 76°28'07" E	54.85'
C131	48.64'	1,185.00'	2°21'07"	N 75°07'19" E	48.64'
C132	49.17'	1,185.00'	2°22'39"	N 72°29'12" E	49.17'
C133	49.17'	1,185.00'	2°22'39"	N 70°51'50" E	49.17'
C134	49.17'	1,185.00'	2°22'39"	N 62°14'31" E	49.17'
C135	73.38'	1,185.00'	3°32'52"	N 85°12'17" E	73.37'
C136	28.85'	277.50'	5°57'26"	N 71°29'29" E	28.84'
C137	46.89'	277.50'	9°38'27"	N 79°17'26" E	46.84'
C138	46.26'	277.50'	9°57'49"	N 89°05'34" E	46.20'
C139	60.34'	517.50'	6°40'49"	S 88°00'22" E	60.30'
C140	60.56'	517.50'	6°42'18"	N 85°18'04" E	60.53'
C141	60.56'	517.50'	6°42'18"	N 78°35'46" E	60.53'
C142	60.60'	517.50'	6°42'34"	N 71°53'20" E	60.57'
C143	0.19'	517.50'	0°01'16"	N 68°30'46" E	0.19'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°22'16" W	126.23'
L2	S 69°33'22" W	90.18'
L3	S 35°07'34" W	85.65'
L4	N 21°29'14" W	105.04'
L5	N 21°29'14" W	55.00'
L6	S 68°30'46" W	1.53'
L7	N 21°29'14" W	97.50'
L8	N 21°29'14" W	175.00'
L9	S 68°30'46" W	7.50'
L10	N 21°29'14" W	55.00'
L11	N 21°29'14" W	55.00'
L12	N 21°29'14" W	55.00'
L13	N 68°30'46" E	107.50'
L14	N 10°38'36" E	43.22'
L15	N 10°14'11" E	55.00'
L16	N 10°14'10" E	120.00'
L17	N 21°29'14" W	6.14'
L18	S 68°30'46" W	70.00'
L19	S 21°29'14" E	95.01'
L20	S 20°49'52" E	55.00'
L21	N 68°30'46" E	4.50'
L22	S 21°29'14" E	55.00'
L23	S 68°30'46" W	4.50'
L24	N 68°30'46" E	4.50'
L25	S 21°29'14" E	55.00'
L26	S 68°30'46" W	4.50'
L27	S 21°29'14" E	139.40'
L28	N 68°30'46" E	12.50'
L29	N 21°29'14" W	4.50'
L30	N 68°30'46" E	55.00'
L31	S 21°29'14" E	4.50'
L32	N 68°30'46" E	5.00'
L33	S 21°29'14" E	70.00'
L34	N 68°30'46" E	102.50'
L35	S 68°30'46" W	5.00'
L36	S 68°30'46" W	5.00'
L37	N 68°30'46" E	102.50'
L38	S 82°58'00" E	30.24'
L39	S 68°30'46" W	12.50'
L40	N 21°29'14" W	86.40'
L41	N 78°38'52" E	36.83'

FIELD NOTES FOR A 62.678 ACRE TRACT OF LAND OUT OF THE CAMUILLLO COLONY DITCH COMPANY SURVEY, DISTRICT NO. 183, AND THE JOHN DIXES SURVEY, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE 26.81 AC. TRACT OF LAND OWNED BY JOHN DIXES, DECEASED, AND HIS WIFE, MARY ANN DIXES, DECEASED, OF THE COUNTY OF TEXAS, AS SHOWN BY A CERTAIN MARRIAGE DEDUCTION RECORD, NO. 102,208,461 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 62.678 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THENCE, with a northeasterly line of said 283.021-acre tract and the southwesterly line of said Walker remainder tract, S 21°37'44" E a distance of 759.92 feet to 1/2-inch iron rod with cap stamped "SGE INC" set for the southeast corner of the herein described tract;

THENCE, continuing over and across said 283.021-acre tract, N 79°55'05" W a distance of 280.42 feet to 1/2-inch iron rod with cap stamped "BIG INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, S 69°35'22" W a distance of 90.18 feet to a 1/2-inch iron rod with cap stamped "BGL INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 83°08'58" W a distance of 513.50 feet to a 1.75-inch iron rod with an attached 3005 BAC™ identification label.

THENCE, with the southeasterly line of said 263.021-acre tract and northeasterly line of said Lot 107, Block B N 21°39'45" W a distance of 495.52 feet to a 1/2-inch iron rod with con stamped "GCF INC" set for the monument.

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 105.04 feet to a

a distance of 33.78 feet to a 1/2-inch iron rod with cap stamped "BIG INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BOE INC" set for an interior corner of the herein described tract;

THENCE, continuing over or across said 263.021-acre tract, along said curve to the right, an arc distance of 35.34 feet, having a radius of 22.50 feet, a central angle of 90°00'00" and a chord which bears N 65°29'14" W a distance of 31.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency.

THENCE, continuing over and across said 263.021-acre tract, N 88°30'46" E a distance of 610.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right.

FINAL PLAT

1/2-inch iron rod with cap stamped "BGE INC" set at point of curvature of a curve to the left;

POINT OF BEGINNING and containing 62.678 acres of land, more or less.

Page 92 of 1520

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT ORK EDGEWOOD LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH AUSTIN EVETTS, ITS AUTHORIZED SIGNER AND MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ACTING HEREIN BY AND THROUGH BRANDON HAMMANN, ITS VICE PRESIDENT OF LAND DEVELOPMENT, OWNERS OF A CALLED 263.021 ACRE TRACT OF LAND ALL OUT OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NUMBER 693, AND THE JOHN DYKES SURVEY, ABSTRACT NUMBER 186, OF WILLIAMSON COUNTY, TEXAS AS CONVEYED TO THEM BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 62.678 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

LIDELL WALKER PHASE 3

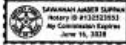
AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 19 DAY OF December, 2024 A.D.

Austin
AUSTIN EVETTS, AUTHORIZED SIGNER
ORK EDGEWOOD LLC
5501 HEADQUARTERS DRIVE, SUITE 300N
PLANO, TEXAS 75024

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED AUSTIN EVETTS, 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


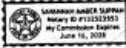
Deborah Amber Suppen
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 06/15/2028

WITNESS MY HAND, THIS THE 19 DAY OF December, 2024 A.D.

Brandon Hammann
BRANDON HAMMANN, VICE PRESIDENT OF LAND DEVELOPMENT
MERITAGE HOMES OF TEXAS, LLC
12301 RESEARCH BLVD.
BUILDING 4, SUITE 400
AUSTIN, TEXAS 78759

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BRANDON HAMMANN, 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


Deborah Amber Suppen
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 06/15/2028

FINAL PLAT
LIDELL WALKER
PHASE 3

A SUBDIVISION OF 62.678 ACRES OF LAND LOCATED IN THE
CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693
AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

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
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TX 78759

12/20/2024
DATE



I, JONATHAN O. NOBLES, 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 APRIL 21, 2021.

[Signature]
JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

12/19/2024
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 THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE 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 - 103.6.2)
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. ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
11. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
12. THIS TRACT IS WITHIN WATER CON SERVICE AREA 10970. WATER WILL BE AVAILABLE THROUGH JONAH SLO AFTER THE APPROPRIATE WATER SYSTEMS ARE INSTALLED TO THIS SITE. WASTEWATER WILL BE PROVIDED THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
13. NO PORTION OF THIS TRACT IS ENCRONOACHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
14. NO PORTION OF THIS TRACT IS ENCRONOACHED 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 484910010F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
15. 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.

16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

17. TRAFFIC IMPACT FEES WILL BE DUE BASED ON RESOLUTION R-2021-147.

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, IF NECESSARY.

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.

21. THIS SUBDIVISION IS ZONED SF-1 VILLAGE.

22. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.

23. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 57%.

24. SUBDIVISION WALLS SHALL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH CHAPTER 4 OF THE UDC, AS AMENDED.

25. STREETS 26 FEET WIDE TO LESS THAN 32 FEET WIDE REQUIRE FIRE LANE STRIPING ON ONE SIDE OF THE STREET.

26. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING MORE THAN 29 DWELLING UNITS.

CITY DEVELOPMENT SERVICES SIGNATURES:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE ON THE 10 DAY OF January, 2025.

[Signature] 1-10-25
ASHLEY BAILEY, DEVELOPMENT SERVICES DIRECTOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE ON THE 3 DAY OF December, 2024.

[Signature] 1-7-25
MICHAELA BOWEN, CHAIR DATE
RICHARD J. HEDDON

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 03 DAY OF January, 2025 A.D., AT 9:00 O'CLOCK A.M. AND DULY RECORDED ON THE 03 DAY OF January, 2025 A.D., AT 9:55 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 20250016545.

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

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

[Signature]
BY: Deputy
DEPUTY



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

SHEET 7 OF 7

EXHIBIT C-1 – AUTHORIZED IMPROVEMENTS

	Total Costs ^[a]	Improvement Area #1		Improvement Area #2		Future Improvement Areas	
		%	Cost	%	Cost	%	Cost
<i>Major Improvements^[b]</i>							
Water	\$ 1,004,708	26.52%	\$ 266,429	17.93%	\$ 180,100	55.56%	\$ 558,179
Soft Costs	50,235	26.52%	13,321	17.93%	9,005	55.56%	27,909
Contingency	50,235	26.52%	13,321	17.93%	9,005	55.56%	27,909
	<u>\$ 1,105,179</u>		<u>\$ 293,072</u>		<u>\$ 198,110</u>		<u>\$ 613,997</u>
<i>Improvement Area #1 Improvements</i>							
Roadway	\$ 4,955,563		\$ 4,955,563		\$ -		\$ -
Water	1,969,444		1,969,444		-		-
Wastewater	2,127,338		2,127,338		-		-
Drainage	4,734,497		4,734,497		-		-
Soft Costs (5%)	689,342		689,342		-		-
Contingency (5%)	689,342		689,342		-		-
	<u>\$ 15,165,526</u>		<u>\$ 15,165,526</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>							
Roadway	\$ 3,483,902	0.00%	\$ -	100.00%	\$ 3,483,902	0.00%	\$ -
Water	1,029,763	0.00%	-	100.00%	1,029,763	0.00%	-
Wastewater	995,474	0.00%	-	100.00%	995,474	0.00%	-
Drainage	2,982,175	0.00%	-	100.00%	2,982,175	0.00%	-
Soft Costs (5%)	424,566	0.00%	-	100.00%	424,566	0.00%	-
Contingency (5%)	424,566	0.00%	-	100.00%	424,566	0.00%	-
	<u>\$ 9,340,446</u>		<u>\$ -</u>		<u>\$ 9,340,446</u>		<u>\$ -</u>
<i>Bond Issuance Costs^[c]</i>							
Debt Service Reserve Fund	\$ 1,147,313		\$ 684,087		\$ 463,226		\$ -
Underwriter Discount	532,710		324,300		208,410		-
Capitalized Interest	406,441		238,893		167,548		-
Cost of Issuance	1,078,665		600,848		477,816		-
	<u>\$ 3,165,128</u>		<u>\$ 1,848,128</u>		<u>1,317,000</u>		<u>\$ -</u>
<i>Administrative Reserves^[c]</i>							
First Year Annual Collection Costs	\$ 80,000		\$ 40,000		\$ 40,000		\$ -
	<u>\$ 80,000</u>		<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>
Total	\$ 28,856,279		\$ 17,346,727		\$ 10,895,555		\$ 613,997

Footnotes:

[a] Major Improvements and Improvement Area #1 Improvements per the Engineer's Report prepared by Gray Engineering, Inc. dated January 2025. Improvement Area #2 Improvements per the Engineer's Report prepared by Gray Engineering, Inc. dated June 2025.

[b] Major Improvements are allocated between Improvement Area #1, Improvement Area #2, and Future Improvement Areas based on the Estimated Buildout Value as shown on **Exhibit C-2**.

[c] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT C-2 – ESTIMATED BUILDOUT VALUE AND ALLOCATION OF MAJOR IMPROVEMENTS

Improvement Area	Units	Estimated Buildout Value	Major Improvements ^[a]		Total Apportionment for Future Funding ^[b]
			%	Costs	
Improvement Area #1	280	\$ 112,800,000.00	26.52%	\$ 293,072.28	
Improvement Area #2	192	\$ 76,250,000.00	17.93%	\$ 198,109.59	
Future Improvement Areas	621	\$ 236,320,000.00	55.56%	\$ 613,996.82	\$ 613,996.82
Total	1093	\$ 425,370,000.00		\$ 1,105,178.68	

Footnotes:

[a] The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1, Improvement Area #2, and the Future Improvement Areas.

[b] Reimbursable in part or in full from future Assessments levied on the Future Improvement Areas.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 129,000.00	\$ 135,000.00	\$ 140,000.00	\$ 146,000.00	\$ 151,000.00
Interest		553,335.00	548,013.76	542,445.00	536,670.00	530,647.50
	(1)	\$ 682,335.00	\$ 683,013.76	\$ 682,445.00	\$ 682,670.00	\$ 681,647.50
Annual Collection Costs	(2)	\$ 60,358.38	\$ 53,256.24	\$ 54,321.36	\$ 55,407.79	\$ 56,515.95
Additional Interest	(3)	\$ 53,430.00	\$ 52,785.00	\$ 52,110.00	\$ 51,410.00	\$ 50,680.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 796,123.38	\$ 789,055.00	\$ 788,876.36	\$ 789,487.79	\$ 788,843.45

Improvement Area #2							
Installments Due		1/31/2026 ^[a]	1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		-	\$ 71,000.00	\$ 75,000.00	\$ 78,000.00	\$ 82,000.00	\$ 87,000.00
Interest		\$ 167,548.13	399,452.50	395,370.00	391,057.50	386,572.50	381,857.50
Capitalized Interest		(167,548.13)	-	-	-	-	-
	(1)	-	\$ 470,452.50	\$ 470,370.00	\$ 469,057.50	\$ 468,572.50	\$ 468,857.50
Annual Collection Costs	(2)	-	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29	\$ 44,163.23	\$ 45,046.50
Additional Interest	(3)	-	\$ 34,735.00	\$ 34,380.00	\$ 34,005.00	\$ 33,615.00	\$ 33,205.00
Total Annual Installment	(4) = (1) + (2) + (3)	-	\$ 546,803.50	\$ 547,198.32	\$ 546,359.79	\$ 546,350.73	\$ 547,109.00

Footnotes:

[a] Shown for illustrative purposes only. Capitalized Interest will be funded at bond closing in order to pay the required debt service payment due September 2026.

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Future Improvement Areas
Sources of Funds			
Improvement Area #1 Bond Par	\$ 10,810,000	\$ -	\$ -
Improvement Area #2 Bond Par	-	6,947,000	-
Owner Contribution ^[a]	6,643,599	3,948,555	-
Future Improvement Areas Apportionment of Costs ^[b]	-	-	613,997
Original Issue Discount	(106,872)	-	-
Total Sources	\$ 17,346,727	\$ 10,895,555	\$ 613,997
Uses of Funds			
Major Improvements	\$ 293,072	\$ 198,110	\$ 613,997
Improvement Area #1 Improvements	15,165,526	-	-
Improvement Area #2 Improvements	-	9,340,446	-
	\$ 15,458,599	\$ 9,538,555	\$ 613,997
<i>Bond Issuance Costs^[c]</i>			
Debt Service Reserve Fund	\$ 684,087	\$ 463,226	\$ -
Underwriter's Discount	324,300	208,410	-
Capitalized Interest	238,893	167,548	-
Cost of Issuance	600,848	477,816	-
	\$ 1,848,128	\$ 1,317,000	\$ -
<i>Administrative Reserves^[c]</i>			
First Year's Annual Collection Costs	\$ 40,000	\$ 40,000	\$ -
	\$ 40,000	\$ 40,000	\$ -
Total Uses	\$ 17,346,727	\$ 10,895,555	\$ 613,997

Footnotes:

[a] Not subject to reimbursement with Improvement Area #1 Bonds or Improvement Area #2 Bonds. The Owner contribution associated with the Future Improvement Areas may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the Future Improvement Areas.

[b] Apportionment of Costs anticipated to be levied in part or in full at a later date.

[c] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R667915	Non-Benefitted		\$ -	\$ -
R667916	3		\$ 43,577.66	\$ 3,246.60
R667917	3		\$ 43,577.66	\$ 3,246.60
R667918	3		\$ 43,577.66	\$ 3,246.60
R667919	3		\$ 43,577.66	\$ 3,246.60
R667920	3		\$ 43,577.66	\$ 3,246.60
R667921	3		\$ 43,577.66	\$ 3,246.60
R667922	3		\$ 43,577.66	\$ 3,246.60
R667923	3		\$ 43,577.66	\$ 3,246.60
R667924	3		\$ 43,577.66	\$ 3,246.60
R667925	3		\$ 43,577.66	\$ 3,246.60
R667926	3		\$ 43,577.66	\$ 3,246.60
R667927	3		\$ 43,577.66	\$ 3,246.60
R667928	3		\$ 43,577.66	\$ 3,246.60
R667929	3		\$ 43,577.66	\$ 3,246.60
R667930	3		\$ 43,577.66	\$ 3,246.60
R667931	3		\$ 43,577.66	\$ 3,246.60
R667932	3		\$ 43,577.66	\$ 3,246.60
R667933	Non-Benefitted		\$ -	\$ -
R667934	3		\$ 43,577.66	\$ 3,246.60
R667935	3		\$ 43,577.66	\$ 3,246.60
R667936	3		\$ 43,577.66	\$ 3,246.60
R667937	3		\$ 43,577.66	\$ 3,246.60
R667938	Non-Benefitted		\$ -	\$ -
R667939	3		\$ 43,577.66	\$ 3,246.60
R667940	3		\$ 43,577.66	\$ 3,246.60
R667941	3		\$ 43,577.66	\$ 3,246.60
R667942	3		\$ 43,577.66	\$ 3,246.60
R667943	3		\$ 43,577.66	\$ 3,246.60
R667944	3		\$ 43,577.66	\$ 3,246.60
R667945	3		\$ 43,577.66	\$ 3,246.60
R667946	3		\$ 43,577.66	\$ 3,246.60
R667947	3		\$ 43,577.66	\$ 3,246.60
R667948	3		\$ 43,577.66	\$ 3,246.60
R667949	3		\$ 43,577.66	\$ 3,246.60
R667950	3		\$ 43,577.66	\$ 3,246.60
R667951	3		\$ 43,577.66	\$ 3,246.60
R667952	3		\$ 43,577.66	\$ 3,246.60
R667953	3		\$ 43,577.66	\$ 3,246.60
R667954	3		\$ 43,577.66	\$ 3,246.60

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R667955	Non-Benefitted		\$ -	\$ -
R667956	3		\$ 43,577.66	\$ 3,246.60
R667957	3		\$ 43,577.66	\$ 3,246.60
R667958	3		\$ 43,577.66	\$ 3,246.60
R667959	3		\$ 43,577.66	\$ 3,246.60
R667960	3		\$ 43,577.66	\$ 3,246.60
R667961	3		\$ 43,577.66	\$ 3,246.60
R667962	3		\$ 43,577.66	\$ 3,246.60
R667963	3		\$ 43,577.66	\$ 3,246.60
R667964	3		\$ 43,577.66	\$ 3,246.60
R667965	3		\$ 43,577.66	\$ 3,246.60
R667966	3		\$ 43,577.66	\$ 3,246.60
R667967	3		\$ 43,577.66	\$ 3,246.60
R667968	3		\$ 43,577.66	\$ 3,246.60
R667969	3		\$ 43,577.66	\$ 3,246.60
R667970	Non-Benefitted		\$ -	\$ -
R667971	3		\$ 43,577.66	\$ 3,246.60
R667972	3		\$ 43,577.66	\$ 3,246.60
R667973	3		\$ 43,577.66	\$ 3,246.60
R667974	3		\$ 43,577.66	\$ 3,246.60
R667975	3		\$ 43,577.66	\$ 3,246.60
R667976	3		\$ 43,577.66	\$ 3,246.60
R667977	3		\$ 43,577.66	\$ 3,246.60
R667978	3		\$ 43,577.66	\$ 3,246.60
R667979	3		\$ 43,577.66	\$ 3,246.60
R667980	3		\$ 43,577.66	\$ 3,246.60
R667981	3		\$ 43,577.66	\$ 3,246.60
R667982	3		\$ 43,577.66	\$ 3,246.60
R667983	3		\$ 43,577.66	\$ 3,246.60
R667984	3		\$ 43,577.66	\$ 3,246.60
R667985	3		\$ 43,577.66	\$ 3,246.60
R667986	3		\$ 43,577.66	\$ 3,246.60
R667987	3		\$ 43,577.66	\$ 3,246.60
R667988	Non-Benefitted		\$ -	\$ -
R667989	3		\$ 43,577.66	\$ 3,246.60
R667990	3		\$ 43,577.66	\$ 3,246.60
R667991	3		\$ 43,577.66	\$ 3,246.60
R667992	3		\$ 43,577.66	\$ 3,246.60
R667993	3		\$ 43,577.66	\$ 3,246.60
R667994	3		\$ 43,577.66	\$ 3,246.60

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R667995	3		\$ 43,577.66	\$ 3,246.60
R667996	3		\$ 43,577.66	\$ 3,246.60
R667997	3		\$ 43,577.66	\$ 3,246.60
R667998	3		\$ 43,577.66	\$ 3,246.60
R667999	Non-Benefitted		\$ -	\$ -
R668000	3		\$ 43,577.66	\$ 3,246.60
R668001	3		\$ 43,577.66	\$ 3,246.60
R668002	3		\$ 43,577.66	\$ 3,246.60
R668003	3		\$ 43,577.66	\$ 3,246.60
R668004	3		\$ 43,577.66	\$ 3,246.60
R668005	3		\$ 43,577.66	\$ 3,246.60
R668006	3		\$ 43,577.66	\$ 3,246.60
R668007	3		\$ 43,577.66	\$ 3,246.60
R668008	Non-Benefitted		\$ -	\$ -
R671427	2		\$ 38,840.96	\$ 2,893.71
R671428	2		\$ 38,840.96	\$ 2,893.71
R671429	2		\$ 38,840.96	\$ 2,893.71
R671430	2		\$ 38,840.96	\$ 2,893.71
R671431	2		\$ 38,840.96	\$ 2,893.71
R671432	2		\$ 38,840.96	\$ 2,893.71
R671433	1		\$ 34,577.93	\$ 2,576.11
R671434	1		\$ 34,577.93	\$ 2,576.11
R671435	1		\$ 34,577.93	\$ 2,576.11
R671436	1		\$ 34,577.93	\$ 2,576.11
R671437	1		\$ 34,577.93	\$ 2,576.11
R671438	1		\$ 34,577.93	\$ 2,576.11
R671439	Non-Benefitted		\$ -	\$ -
R671440	1		\$ 34,577.93	\$ 2,576.11
R671441	1		\$ 34,577.93	\$ 2,576.11
R671442	1		\$ 34,577.93	\$ 2,576.11
R671443	1		\$ 34,577.93	\$ 2,576.11
R671444	1		\$ 34,577.93	\$ 2,576.11
R671445	1		\$ 34,577.93	\$ 2,576.11
R671446	1		\$ 34,577.93	\$ 2,576.11
R671447	1		\$ 34,577.93	\$ 2,576.11
R671448	1		\$ 34,577.93	\$ 2,576.11
R671449	1		\$ 34,577.93	\$ 2,576.11
R671450	1		\$ 34,577.93	\$ 2,576.11
R671451	1		\$ 34,577.93	\$ 2,576.11
R671452	1		\$ 34,577.93	\$ 2,576.11

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671453	1		\$ 34,577.93	\$ 2,576.11
R671454	1		\$ 34,577.93	\$ 2,576.11
R671455	1		\$ 34,577.93	\$ 2,576.11
R671456	1		\$ 34,577.93	\$ 2,576.11
R671457	1		\$ 34,577.93	\$ 2,576.11
R671458	1		\$ 34,577.93	\$ 2,576.11
R671459	1		\$ 34,577.93	\$ 2,576.11
R671460	1		\$ 34,577.93	\$ 2,576.11
R671461	1		\$ 34,577.93	\$ 2,576.11
R671462	1		\$ 34,577.93	\$ 2,576.11
R671463	2		\$ 38,840.96	\$ 2,893.71
R671464	2		\$ 38,840.96	\$ 2,893.71
R671465	2		\$ 38,840.96	\$ 2,893.71
R671466	2		\$ 38,840.96	\$ 2,893.71
R671467	2		\$ 38,840.96	\$ 2,893.71
R671468	2		\$ 38,840.96	\$ 2,893.71
R671469	2		\$ 38,840.96	\$ 2,893.71
R671470	2		\$ 38,840.96	\$ 2,893.71
R671471	2		\$ 38,840.96	\$ 2,893.71
R671472	2		\$ 38,840.96	\$ 2,893.71
R671473	2		\$ 38,840.96	\$ 2,893.71
R671474	2		\$ 38,840.96	\$ 2,893.71
R671475	2		\$ 38,840.96	\$ 2,893.71
R671476	1		\$ 34,577.93	\$ 2,576.11
R671477	1		\$ 34,577.93	\$ 2,576.11
R671478	Non-Benefitted		\$ -	\$ -
R671479	1		\$ 34,577.93	\$ 2,576.11
R671480	1		\$ 34,577.93	\$ 2,576.11
R671481	1		\$ 34,577.93	\$ 2,576.11
R671482	1		\$ 34,577.93	\$ 2,576.11
R671483	1		\$ 34,577.93	\$ 2,576.11
R671484	1		\$ 34,577.93	\$ 2,576.11
R671485	1		\$ 34,577.93	\$ 2,576.11
R671486	1		\$ 34,577.93	\$ 2,576.11
R671487	1		\$ 34,577.93	\$ 2,576.11
R671488	1		\$ 34,577.93	\$ 2,576.11
R671489	1		\$ 34,577.93	\$ 2,576.11
R671490	1		\$ 34,577.93	\$ 2,576.11
R671491	1		\$ 34,577.93	\$ 2,576.11
R671492	1		\$ 34,577.93	\$ 2,576.11

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671493	1		\$ 34,577.93	\$ 2,576.11
R671494	1		\$ 34,577.93	\$ 2,576.11
R671495	1		\$ 34,577.93	\$ 2,576.11
R671496	1		\$ 34,577.93	\$ 2,576.11
R671497	1		\$ 34,577.93	\$ 2,576.11
R671498	1		\$ 34,577.93	\$ 2,576.11
R671499	2		\$ 38,840.96	\$ 2,893.71
R671500	2		\$ 38,840.96	\$ 2,893.71
R671501	2		\$ 38,840.96	\$ 2,893.71
R671502	2		\$ 38,840.96	\$ 2,893.71
R671503	2		\$ 38,840.96	\$ 2,893.71
R671504	2		\$ 38,840.96	\$ 2,893.71
R671505	1		\$ 34,577.93	\$ 2,576.11
R671506	1		\$ 34,577.93	\$ 2,576.11
R671507	1		\$ 34,577.93	\$ 2,576.11
R671508	1		\$ 34,577.93	\$ 2,576.11
R671509	1		\$ 34,577.93	\$ 2,576.11
R671510	1		\$ 34,577.93	\$ 2,576.11
R671511	1		\$ 34,577.93	\$ 2,576.11
R671512	1		\$ 34,577.93	\$ 2,576.11
R671513	1		\$ 34,577.93	\$ 2,576.11
R671514	1		\$ 34,577.93	\$ 2,576.11
R671515	1		\$ 34,577.93	\$ 2,576.11
R671516	1		\$ 34,577.93	\$ 2,576.11
R671517	1		\$ 34,577.93	\$ 2,576.11
R671518	1		\$ 34,577.93	\$ 2,576.11
R671519	1		\$ 34,577.93	\$ 2,576.11
R671520	2		\$ 38,840.96	\$ 2,893.71
R671521	2		\$ 38,840.96	\$ 2,893.71
R671522	2		\$ 38,840.96	\$ 2,893.71
R671523	2		\$ 38,840.96	\$ 2,893.71
R671524	2		\$ 38,840.96	\$ 2,893.71
R671525	2		\$ 38,840.96	\$ 2,893.71
R671526	2		\$ 38,840.96	\$ 2,893.71
R671527	2		\$ 38,840.96	\$ 2,893.71
R671528	1		\$ 34,577.93	\$ 2,576.11
R671529	1		\$ 34,577.93	\$ 2,576.11
R671530	1		\$ 34,577.93	\$ 2,576.11
R671531	1		\$ 34,577.93	\$ 2,576.11
R671532	1		\$ 34,577.93	\$ 2,576.11

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671533	1		\$ 34,577.93	\$ 2,576.11
R671534	1		\$ 34,577.93	\$ 2,576.11
R671535	1		\$ 34,577.93	\$ 2,576.11
R671536	1		\$ 34,577.93	\$ 2,576.11
R671537	1		\$ 34,577.93	\$ 2,576.11
R671538	1		\$ 34,577.93	\$ 2,576.11
R671539	1		\$ 34,577.93	\$ 2,576.11
R671540	1		\$ 34,577.93	\$ 2,576.11
R671541	1		\$ 34,577.93	\$ 2,576.11
R671542	2		\$ 38,840.96	\$ 2,893.71
R671543	2		\$ 38,840.96	\$ 2,893.71
R671544	2		\$ 38,840.96	\$ 2,893.71
R671545	2		\$ 38,840.96	\$ 2,893.71
R671546	2		\$ 38,840.96	\$ 2,893.71
R671547	2		\$ 38,840.96	\$ 2,893.71
R671548	2		\$ 38,840.96	\$ 2,893.71
R671549	2		\$ 38,840.96	\$ 2,893.71
R671550	1		\$ 34,577.93	\$ 2,576.11
R671551	1		\$ 34,577.93	\$ 2,576.11
R671552	1		\$ 34,577.93	\$ 2,576.11
R671553	1		\$ 34,577.93	\$ 2,576.11
R671554	1		\$ 34,577.93	\$ 2,576.11
R671555	1		\$ 34,577.93	\$ 2,576.11
R671556	1		\$ 34,577.93	\$ 2,576.11
R671557	1		\$ 34,577.93	\$ 2,576.11
R671558	1		\$ 34,577.93	\$ 2,576.11
R671559	1		\$ 34,577.93	\$ 2,576.11
R671560	1		\$ 34,577.93	\$ 2,576.11
R671561	1		\$ 34,577.93	\$ 2,576.11
R671562	1		\$ 34,577.93	\$ 2,576.11
R671563	1		\$ 34,577.93	\$ 2,576.11
R671564	1		\$ 34,577.93	\$ 2,576.11
R671565	1		\$ 34,577.93	\$ 2,576.11
R671566	1		\$ 34,577.93	\$ 2,576.11
R671567	1		\$ 34,577.93	\$ 2,576.11
R671568	1		\$ 34,577.93	\$ 2,576.11
R671569	Non-Benefitted		\$ -	\$ -
R671570	1		\$ 34,577.93	\$ 2,576.11
R671571	1		\$ 34,577.93	\$ 2,576.11
R671572	1		\$ 34,577.93	\$ 2,576.11

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671573	1		\$ 34,577.93	\$ 2,576.11
R671574	Non-Benefitted		\$ -	\$ -
R671575	1		\$ 34,577.93	\$ 2,576.11
R671576	1		\$ 34,577.93	\$ 2,576.11
R671577	1		\$ 34,577.93	\$ 2,576.11
R671578	1		\$ 34,577.93	\$ 2,576.11
R671579	1		\$ 34,577.93	\$ 2,576.11
R671580	1		\$ 34,577.93	\$ 2,576.11
R671581	1		\$ 34,577.93	\$ 2,576.11
R671582	1		\$ 34,577.93	\$ 2,576.11
R671583	1		\$ 34,577.93	\$ 2,576.11
R671584	1		\$ 34,577.93	\$ 2,576.11
R671585	1		\$ 34,577.93	\$ 2,576.11
R671586	1		\$ 34,577.93	\$ 2,576.11
R671587	1		\$ 34,577.93	\$ 2,576.11
R671588	1		\$ 34,577.93	\$ 2,576.11
R671589	1		\$ 34,577.93	\$ 2,576.11
R671590	1		\$ 34,577.93	\$ 2,576.11
R671591	1		\$ 34,577.93	\$ 2,576.11
R671592	1		\$ 34,577.93	\$ 2,576.11
R671593	1		\$ 34,577.93	\$ 2,576.11
R671594	1		\$ 34,577.93	\$ 2,576.11
R671595	1		\$ 34,577.93	\$ 2,576.11
R671596	Non-Benefitted		\$ -	\$ -
R671597	2		\$ 38,840.96	\$ 2,893.71
R671598	2		\$ 38,840.96	\$ 2,893.71
R671599	2		\$ 38,840.96	\$ 2,893.71
R671600	2		\$ 38,840.96	\$ 2,893.71
R671601	2		\$ 38,840.96	\$ 2,893.71
R671602	Non-Benefitted		\$ -	\$ -
R671603	2		\$ 38,840.96	\$ 2,893.71
R671604	2		\$ 38,840.96	\$ 2,893.71
R671605	2		\$ 38,840.96	\$ 2,893.71
R671606	Non-Benefitted		\$ -	\$ -
R671607	1		\$ 34,577.93	\$ 2,576.11
R671608	1		\$ 34,577.93	\$ 2,576.11
R671609	1		\$ 34,577.93	\$ 2,576.11
R671610	1		\$ 34,577.93	\$ 2,576.11
R671611	1		\$ 34,577.93	\$ 2,576.11
R671612	1		\$ 34,577.93	\$ 2,576.11

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671613	1		\$ 34,577.93	\$ 2,576.11
R671614	1		\$ 34,577.93	\$ 2,576.11
R671615	1		\$ 34,577.93	\$ 2,576.11
R671616	1		\$ 34,577.93	\$ 2,576.11
R671617	1		\$ 34,577.93	\$ 2,576.11
R671618	1		\$ 34,577.93	\$ 2,576.11
R671619	1		\$ 34,577.93	\$ 2,576.11
R671620	1		\$ 34,577.93	\$ 2,576.11
R671621	1		\$ 34,577.93	\$ 2,576.11
R671622	1		\$ 34,577.93	\$ 2,576.11
R671623	2		\$ 38,840.96	\$ 2,893.71
R671624	2		\$ 38,840.96	\$ 2,893.71
R671625	2		\$ 38,840.96	\$ 2,893.71
R671626	2		\$ 38,840.96	\$ 2,893.71
R671627	2		\$ 38,840.96	\$ 2,893.71
R671628	Non-Benefitted		\$ -	\$ -
Total			\$ 10,686,000.80	\$ 796,123.38

Notes:

[a] The list of Properties shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment and Annual Installment due may not match Assessment Roll due to rounding.

EXHIBIT F-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Improvement Area #2	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671839	4		\$ 33,254.49	\$ 2,617.49
R671840	4		\$ 33,254.49	\$ 2,617.49
R671841	4		\$ 33,254.49	\$ 2,617.49
R671842	4		\$ 33,254.49	\$ 2,617.49
R671843	4		\$ 33,254.49	\$ 2,617.49
R671844	4		\$ 33,254.49	\$ 2,617.49
R671845	4		\$ 33,254.49	\$ 2,617.49
R671846	5		\$ 37,354.36	\$ 2,940.19
R671847	5		\$ 37,354.36	\$ 2,940.19
R671848	5		\$ 37,354.36	\$ 2,940.19
R671849	5		\$ 37,354.36	\$ 2,940.19
R671850	5		\$ 37,354.36	\$ 2,940.19
R671851	5		\$ 37,354.36	\$ 2,940.19
R671852	5		\$ 37,354.36	\$ 2,940.19
R671853	5		\$ 37,354.36	\$ 2,940.19
R671854	5		\$ 37,354.36	\$ 2,940.19
R671855	5		\$ 37,354.36	\$ 2,940.19
R671856	5		\$ 37,354.36	\$ 2,940.19
R671857	5		\$ 37,354.36	\$ 2,940.19
R671858	5		\$ 37,354.36	\$ 2,940.19
R671859	5		\$ 37,354.36	\$ 2,940.19
R671860	5		\$ 37,354.36	\$ 2,940.19
R671861	5		\$ 37,354.36	\$ 2,940.19
R671862	5		\$ 37,354.36	\$ 2,940.19
R671863	5		\$ 37,354.36	\$ 2,940.19
R671864	5		\$ 37,354.36	\$ 2,940.19
R671865	4		\$ 33,254.49	\$ 2,617.49
R671866	4		\$ 33,254.49	\$ 2,617.49
R671867	4		\$ 33,254.49	\$ 2,617.49
R671868	4		\$ 33,254.49	\$ 2,617.49
R671869	4		\$ 33,254.49	\$ 2,617.49
R671870	5		\$ 37,354.36	\$ 2,940.19
R671871	5		\$ 37,354.36	\$ 2,940.19
R671872	5		\$ 37,354.36	\$ 2,940.19
R671873	5		\$ 37,354.36	\$ 2,940.19
R671874	5		\$ 37,354.36	\$ 2,940.19
R671875	5		\$ 37,354.36	\$ 2,940.19
R671876	5		\$ 37,354.36	\$ 2,940.19
R671877	5		\$ 37,354.36	\$ 2,940.19
R671878	5		\$ 37,354.36	\$ 2,940.19

Property ID ^[a]	Lot Type	Note	Improvement Area #2	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671879	5		\$ 37,354.36	\$ 2,940.19
R671880	5		\$ 37,354.36	\$ 2,940.19
R671881	5		\$ 37,354.36	\$ 2,940.19
R671882	5		\$ 37,354.36	\$ 2,940.19
R671883	5		\$ 37,354.36	\$ 2,940.19
R671884	4		\$ 33,254.49	\$ 2,617.49
R671885	4		\$ 33,254.49	\$ 2,617.49
R671886	4		\$ 33,254.49	\$ 2,617.49
R671887	4		\$ 33,254.49	\$ 2,617.49
R671888	4		\$ 33,254.49	\$ 2,617.49
R671889	4		\$ 33,254.49	\$ 2,617.49
R671890	4		\$ 33,254.49	\$ 2,617.49
R671891	4		\$ 33,254.49	\$ 2,617.49
R671892	4		\$ 33,254.49	\$ 2,617.49
R671893	4		\$ 33,254.49	\$ 2,617.49
R671894	5		\$ 37,354.36	\$ 2,940.19
R671895	5		\$ 37,354.36	\$ 2,940.19
R671896	5		\$ 37,354.36	\$ 2,940.19
R671897	5		\$ 37,354.36	\$ 2,940.19
R671898	5		\$ 37,354.36	\$ 2,940.19
R671899	5		\$ 37,354.36	\$ 2,940.19
R671900	5		\$ 37,354.36	\$ 2,940.19
R671901	4		\$ 33,254.49	\$ 2,617.49
R671902	4		\$ 33,254.49	\$ 2,617.49
R671903	4		\$ 33,254.49	\$ 2,617.49
R671904	4		\$ 33,254.49	\$ 2,617.49
R671905	4		\$ 33,254.49	\$ 2,617.49
R671906	4		\$ 33,254.49	\$ 2,617.49
R671907	4		\$ 33,254.49	\$ 2,617.49
R671908	4		\$ 33,254.49	\$ 2,617.49
R671909	4		\$ 33,254.49	\$ 2,617.49
R671910	4		\$ 33,254.49	\$ 2,617.49
R671911	4		\$ 33,254.49	\$ 2,617.49
R671912	4		\$ 33,254.49	\$ 2,617.49
R671913	4		\$ 33,254.49	\$ 2,617.49
R671914	4		\$ 33,254.49	\$ 2,617.49
R671915	4		\$ 33,254.49	\$ 2,617.49
R671916	Non-Benefitted		\$ -	\$ -
R671917	5		\$ 37,354.36	\$ 2,940.19
R671918	5		\$ 37,354.36	\$ 2,940.19

Property ID ^[a]	Lot Type	Note	Improvement Area #2	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671919	Non-Benefitted		\$ -	\$ -
R671920	5		\$ 37,354.36	\$ 2,940.19
R671921	5		\$ 37,354.36	\$ 2,940.19
R671922	5		\$ 37,354.36	\$ 2,940.19
R671923	5		\$ 37,354.36	\$ 2,940.19
R671924	5		\$ 37,354.36	\$ 2,940.19
R671925	5		\$ 37,354.36	\$ 2,940.19
R671926	5		\$ 37,354.36	\$ 2,940.19
R671927	5		\$ 37,354.36	\$ 2,940.19
R671928	4		\$ 33,254.49	\$ 2,617.49
R671929	4		\$ 33,254.49	\$ 2,617.49
R671930	4		\$ 33,254.49	\$ 2,617.49
R671931	4		\$ 33,254.49	\$ 2,617.49
R671932	4		\$ 33,254.49	\$ 2,617.49
R671933	4		\$ 33,254.49	\$ 2,617.49
R671934	4		\$ 33,254.49	\$ 2,617.49
R671935	4		\$ 33,254.49	\$ 2,617.49
R671936	4		\$ 33,254.49	\$ 2,617.49
R671937	Non-Benefitted		\$ -	\$ -
R671938	Non-Benefitted		\$ -	\$ -
R671939	5		\$ 37,354.36	\$ 2,940.19
R671940	5		\$ 37,354.36	\$ 2,940.19
R671941	5		\$ 37,354.36	\$ 2,940.19
R671942	5		\$ 37,354.36	\$ 2,940.19
R671943	4		\$ 33,254.49	\$ 2,617.49
R671944	4		\$ 33,254.49	\$ 2,617.49
R671945	4		\$ 33,254.49	\$ 2,617.49
R671946	4		\$ 33,254.49	\$ 2,617.49
R671947	4		\$ 33,254.49	\$ 2,617.49
R671948	4		\$ 33,254.49	\$ 2,617.49
R671949	4		\$ 33,254.49	\$ 2,617.49
R671950	4		\$ 33,254.49	\$ 2,617.49
R671951	4		\$ 33,254.49	\$ 2,617.49
R671952	4		\$ 33,254.49	\$ 2,617.49
R671953	4		\$ 33,254.49	\$ 2,617.49
R671954	5		\$ 37,354.36	\$ 2,940.19
R671955	5		\$ 37,354.36	\$ 2,940.19
R671956	5		\$ 37,354.36	\$ 2,940.19
R671957	5		\$ 37,354.36	\$ 2,940.19
R671958	5		\$ 37,354.36	\$ 2,940.19

Property ID ^[a]	Lot Type	Note	Improvement Area #2	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671959	5		\$ 37,354.36	\$ 2,940.19
R671960	5		\$ 37,354.36	\$ 2,940.19
R671961	5		\$ 37,354.36	\$ 2,940.19
R671962	5		\$ 37,354.36	\$ 2,940.19
R671963	5		\$ 37,354.36	\$ 2,940.19
R671964	Non-Benefitted		\$ -	\$ -
R671965	4		\$ 33,254.49	\$ 2,617.49
R671966	4		\$ 33,254.49	\$ 2,617.49
R671967	4		\$ 33,254.49	\$ 2,617.49
R671968	4		\$ 33,254.49	\$ 2,617.49
R671969	4		\$ 33,254.49	\$ 2,617.49
R671970	4		\$ 33,254.49	\$ 2,617.49
R671971	4		\$ 33,254.49	\$ 2,617.49
R671972	4		\$ 33,254.49	\$ 2,617.49
R671973	4		\$ 33,254.49	\$ 2,617.49
R671974	4		\$ 33,254.49	\$ 2,617.49
R671975	4		\$ 33,254.49	\$ 2,617.49
R671976	4		\$ 33,254.49	\$ 2,617.49
R671977	5		\$ 37,354.36	\$ 2,940.19
R671978	5		\$ 37,354.36	\$ 2,940.19
R671979	5		\$ 37,354.36	\$ 2,940.19
R671980	4		\$ 33,254.49	\$ 2,617.49
R671981	4		\$ 33,254.49	\$ 2,617.49
R671982	4		\$ 33,254.49	\$ 2,617.49
R671983	4		\$ 33,254.49	\$ 2,617.49
R671984	4		\$ 33,254.49	\$ 2,617.49
R671985	4		\$ 33,254.49	\$ 2,617.49
R671986	4		\$ 33,254.49	\$ 2,617.49
R671987	4		\$ 33,254.49	\$ 2,617.49
R671988	4		\$ 33,254.49	\$ 2,617.49
R671989	4		\$ 33,254.49	\$ 2,617.49
R671990	5		\$ 37,354.36	\$ 2,940.19
R671991	5		\$ 37,354.36	\$ 2,940.19
R671992	5		\$ 37,354.36	\$ 2,940.19
R671993	5		\$ 37,354.36	\$ 2,940.19
R671994	5		\$ 37,354.36	\$ 2,940.19
R671995	5		\$ 37,354.36	\$ 2,940.19
R671996	5		\$ 37,354.36	\$ 2,940.19
R671997	5		\$ 37,354.36	\$ 2,940.19
R671998	5		\$ 37,354.36	\$ 2,940.19

Property ID ^[a]	Lot Type	Note	Improvement Area #2	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027
R671999	5		\$ 37,354.36	\$ 2,940.19
R672000	5		\$ 37,354.36	\$ 2,940.19
R672001	4		\$ 33,254.49	\$ 2,617.49
R672002	4		\$ 33,254.49	\$ 2,617.49
R672003	4		\$ 33,254.49	\$ 2,617.49
R672004	4		\$ 33,254.49	\$ 2,617.49
R672005	4		\$ 33,254.49	\$ 2,617.49
R672006	4		\$ 33,254.49	\$ 2,617.49
R672007	4		\$ 33,254.49	\$ 2,617.49
R672008	6		\$ 41,909.77	\$ 3,298.75
R672009	6		\$ 41,909.77	\$ 3,298.75
R672010	6		\$ 41,909.77	\$ 3,298.75
R672011	6		\$ 41,909.77	\$ 3,298.75
R672012	6		\$ 41,909.77	\$ 3,298.75
R672013	6		\$ 41,909.77	\$ 3,298.75
R672014	6		\$ 41,909.77	\$ 3,298.75
R672015	6		\$ 41,909.77	\$ 3,298.75
R672016	6		\$ 41,909.77	\$ 3,298.75
R672017	Non-Benefitted		\$ -	\$ -
R672018	6		\$ 41,909.77	\$ 3,298.75
R672019	6		\$ 41,909.77	\$ 3,298.75
R672020	6		\$ 41,909.77	\$ 3,298.75
R672021	6		\$ 41,909.77	\$ 3,298.75
R672022	6		\$ 41,909.77	\$ 3,298.75
R672023	6		\$ 41,909.77	\$ 3,298.75
R672024	6		\$ 41,909.77	\$ 3,298.75
R672025	6		\$ 41,909.77	\$ 3,298.75
R672026	6		\$ 41,909.77	\$ 3,298.75
R672027	6		\$ 41,909.77	\$ 3,298.75
R672028	6		\$ 41,909.77	\$ 3,298.75
R672029	6		\$ 41,909.77	\$ 3,298.75
R672030	6		\$ 41,909.77	\$ 3,298.75
R672031	6		\$ 41,909.77	\$ 3,298.75
R672032	6		\$ 41,909.77	\$ 3,298.75
R672033	6		\$ 41,909.77	\$ 3,298.75
R672034	6		\$ 41,909.77	\$ 3,298.75
R672035	6		\$ 41,909.77	\$ 3,298.75
R672036	6		\$ 41,909.77	\$ 3,298.75
Total^[b]			\$ 6,947,000.00	\$ 546,803.50

Footnotes:

[a] Property IDs preliminary and subject to change based on certified rolls provided by the County prior to billing.

[b] Totals may not add or match the Service Plan or Improvement Area #2 Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

EXHIBIT G-1 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 129,000.00	\$ 553,335.00	\$ -	\$ 53,430.00	\$ 60,358.38	\$ 796,123.38
2028	135,000.00	548,013.76	-	52,785.00	61,565.55	797,364.31
2029	140,000.00	542,445.00	-	52,110.00	62,796.86	797,351.86
2030	146,000.00	536,670.00	-	51,410.00	64,052.80	798,132.80
2031	151,000.00	530,647.50	-	50,680.00	65,333.85	797,661.35
2032	158,000.00	524,041.26	-	49,925.00	66,640.53	798,606.79
2033	165,000.00	517,128.76	-	49,135.00	67,973.34	799,237.10
2034	172,000.00	509,910.00	-	48,310.00	69,332.81	799,552.81
2035	179,000.00	502,385.00	-	47,450.00	70,719.46	799,554.46
2036	187,000.00	494,553.76	-	46,555.00	72,133.85	800,242.61
2037	196,000.00	484,970.00	-	45,620.00	73,576.53	800,166.53
2038	207,000.00	474,925.00	-	44,640.00	75,048.06	801,613.06
2039	217,000.00	464,316.26	-	43,605.00	76,549.02	801,470.28
2040	228,000.00	453,195.00	-	42,520.00	78,080.00	801,795.00
2041	240,000.00	441,510.00	-	41,380.00	79,641.60	802,531.60
2042	252,000.00	429,210.00	-	40,180.00	81,234.43	802,624.43
2043	265,000.00	416,295.00	-	38,920.00	82,859.12	803,074.12
2044	279,000.00	402,713.76	-	37,595.00	84,516.30	803,825.06
2045	294,000.00	388,415.00	-	36,200.00	86,206.63	804,821.63
2046	309,000.00	373,347.50	-	34,730.00	87,930.76	805,008.26
2047	326,000.00	356,738.76	-	33,185.00	89,689.38	805,613.14
2048	344,000.00	339,216.26	-	31,555.00	91,483.17	806,254.43
2049	363,000.00	320,726.26	-	29,835.00	93,312.83	806,874.09
2050	383,000.00	301,215.00	-	28,020.00	95,179.09	807,414.09
2051	404,000.00	280,628.76	-	26,105.00	97,082.67	807,816.43
2052	427,000.00	258,913.76	-	24,085.00	99,024.32	809,023.08
2053	450,000.00	235,962.50	-	21,950.00	101,004.81	808,917.31
2054	475,000.00	211,775.00	-	19,700.00	103,024.90	809,499.90
2055	502,000.00	186,243.76	-	17,325.00	105,085.40	810,654.16
2056	530,000.00	159,261.26	-	14,815.00	107,187.11	811,263.37
2057	559,000.00	130,773.76	-	12,165.00	109,330.85	811,269.61
2058	591,000.00	100,727.50	-	9,370.00	111,517.47	812,614.97
2059	624,000.00	68,961.26	-	6,415.00	113,747.82	813,124.08
2060	659,000.00	35,421.26	-	3,295.00	116,022.77	813,739.03
Total	\$ 10,686,000.00	\$ 12,574,592.66	\$ -	\$ 1,185,000.00	\$ 2,899,242.45	\$ 27,344,835.11

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.

EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 167,548.13	\$ (167,548.13)	\$ -	\$ -	
2027	71,000.00	399,452.50	-	34,735.00	41,616.00	546,803.50
2028	75,000.00	395,370.00	-	34,380.00	42,448.32	547,198.32
2029	78,000.00	391,057.50	-	34,005.00	43,297.29	546,359.79
2030	82,000.00	386,572.50	-	33,615.00	44,163.23	546,350.73
2031	87,000.00	381,857.50	-	33,205.00	45,046.50	547,109.00
2032	91,000.00	376,855.00	-	32,770.00	45,947.43	546,572.43
2033	96,000.00	371,622.50	-	32,315.00	46,866.38	546,803.88
2034	101,000.00	366,102.50	-	31,835.00	47,803.70	546,741.20
2035	106,000.00	360,295.00	-	31,330.00	48,759.78	546,384.78
2036	112,000.00	354,200.00	-	30,800.00	49,734.97	546,734.97
2037	118,000.00	347,760.00	-	30,240.00	50,729.67	546,729.67
2038	125,000.00	340,975.00	-	29,650.00	51,744.27	547,369.27
2039	131,000.00	333,787.50	-	29,025.00	52,779.15	546,591.65
2040	138,000.00	326,255.00	-	28,370.00	53,834.73	546,459.73
2041	146,000.00	318,320.00	-	27,680.00	54,911.43	546,911.43
2042	150,000.00	309,925.00	-	26,950.00	56,009.66	542,884.66
2043	160,000.00	301,300.00	-	26,200.00	57,129.85	544,629.85
2044	170,000.00	292,100.00	-	25,400.00	58,272.45	545,772.45
2045	180,000.00	282,325.00	-	24,550.00	59,437.90	546,312.90
2046	190,000.00	271,975.00	-	23,650.00	60,626.65	546,251.65
2047	200,000.00	261,050.00	-	22,700.00	61,839.19	545,589.19
2048	210,000.00	249,550.00	-	21,700.00	63,075.97	544,325.97
2049	220,000.00	237,475.00	-	20,650.00	64,337.49	542,462.49
2050	235,000.00	224,825.00	-	19,550.00	65,624.24	544,999.24
2051	250,000.00	211,312.50	-	18,375.00	66,936.72	546,624.22
2052	265,000.00	196,937.50	-	17,125.00	68,275.46	547,337.96
2053	275,000.00	181,700.00	-	15,800.00	69,640.97	542,140.97
2054	295,000.00	165,887.50	-	14,425.00	71,033.79	546,346.29
2055	310,000.00	148,925.00	-	12,950.00	72,454.46	544,329.46
2056	330,000.00	131,100.00	-	11,400.00	73,903.55	546,403.55
2057	345,000.00	112,125.00	-	9,750.00	75,381.62	542,256.62
2058	370,000.00	92,287.50	-	8,025.00	76,889.26	547,201.76
2059	390,000.00	71,012.50	-	6,175.00	78,427.04	545,614.54
2060	410,000.00	48,587.50	-	4,225.00	79,995.58	542,808.08
2061	435,000.00	25,012.50	-	2,175.00	81,595.49	543,782.99
Total	\$ 6,947,000.00	\$ 9,433,443.13	\$ (167,548.13)	\$ 805,730.00	\$ 2,080,570.18	\$ 19,099,195.18

Notes:

[a] Interest is calculated at a 5.75% rate for illustrative purposes.

[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.

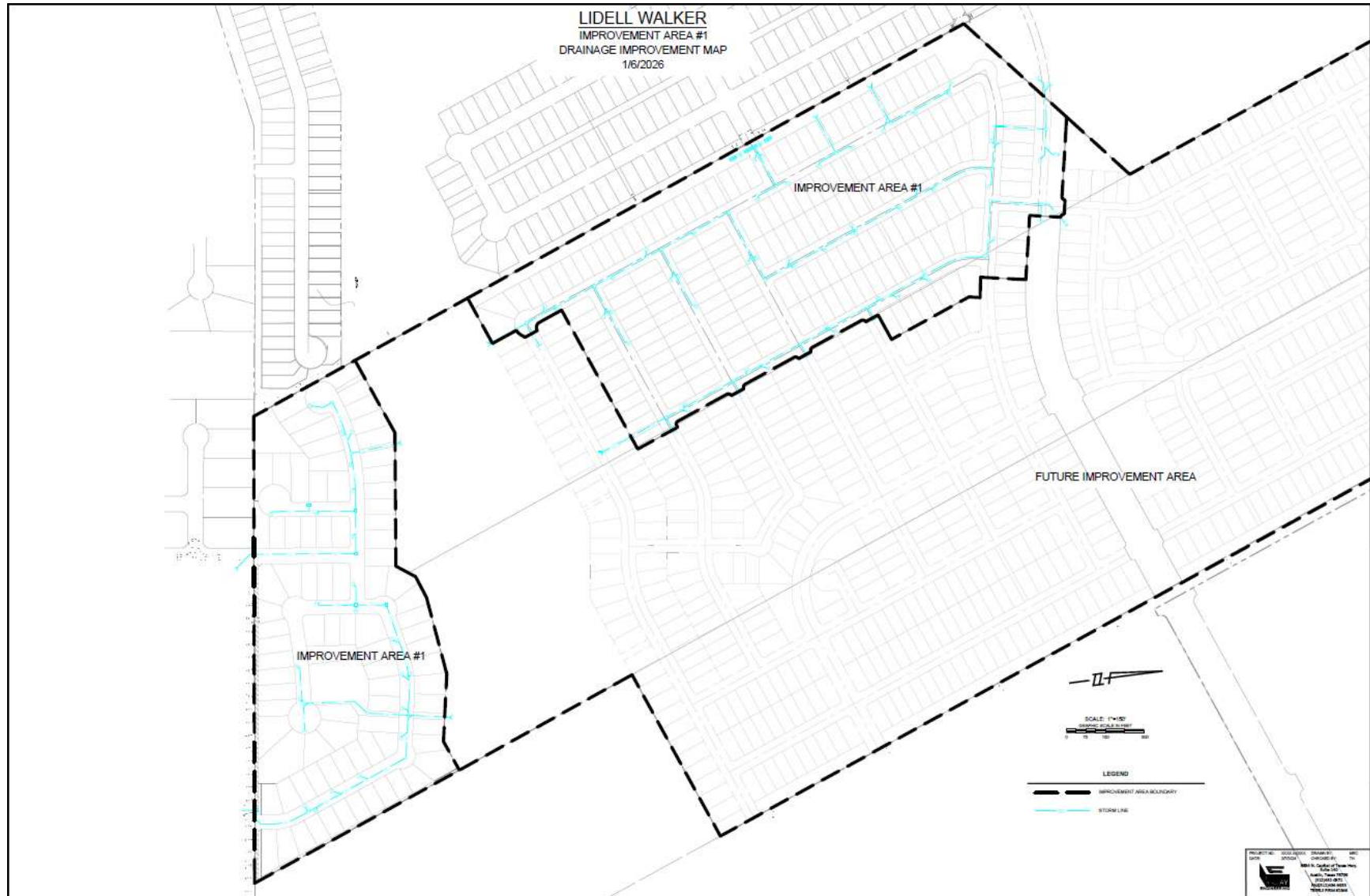
EXHIBIT H – MAXIMUM ASSESSMENT

Lot Type	Units ^[a]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	140	\$ 365,000	\$ 51,100,000	\$ 34,577.93	\$ 4,840,910	\$ 2,602.44	\$ 364,341	\$ 0.7130
Lot Type 2	54	410,000	22,140,000	38,840.96	2,097,412	2,923.28	157,857	\$ 0.7130
Lot Type 3	86	460,000	39,560,000	43,577.66	3,747,679	3,279.78	282,061	\$ 0.7130
IA#1 Subtotal	280	\$ 112,800,000		\$ 10,686,000		\$ 804,260		\$ 0.7130
Improvement Area #2								
Lot Type 4	86	\$ 379,746	\$ 32,658,156	\$ 33,254.49	\$ 2,859,886	\$ 2,612.16	\$ 224,646	\$ 0.6879
Lot Type 5	78	426,564	33,271,992	37,354.36	2,913,640	2,934.21	228,868	\$ 0.6879
Lot Type 6	28	478,584	13,400,352	41,909.77	1,173,474	3,292.04	92,177	\$ 0.6879
IA#2 Subtotal	192	\$ 79,330,500		\$ 6,947,000		\$ 545,691		\$ 0.6879

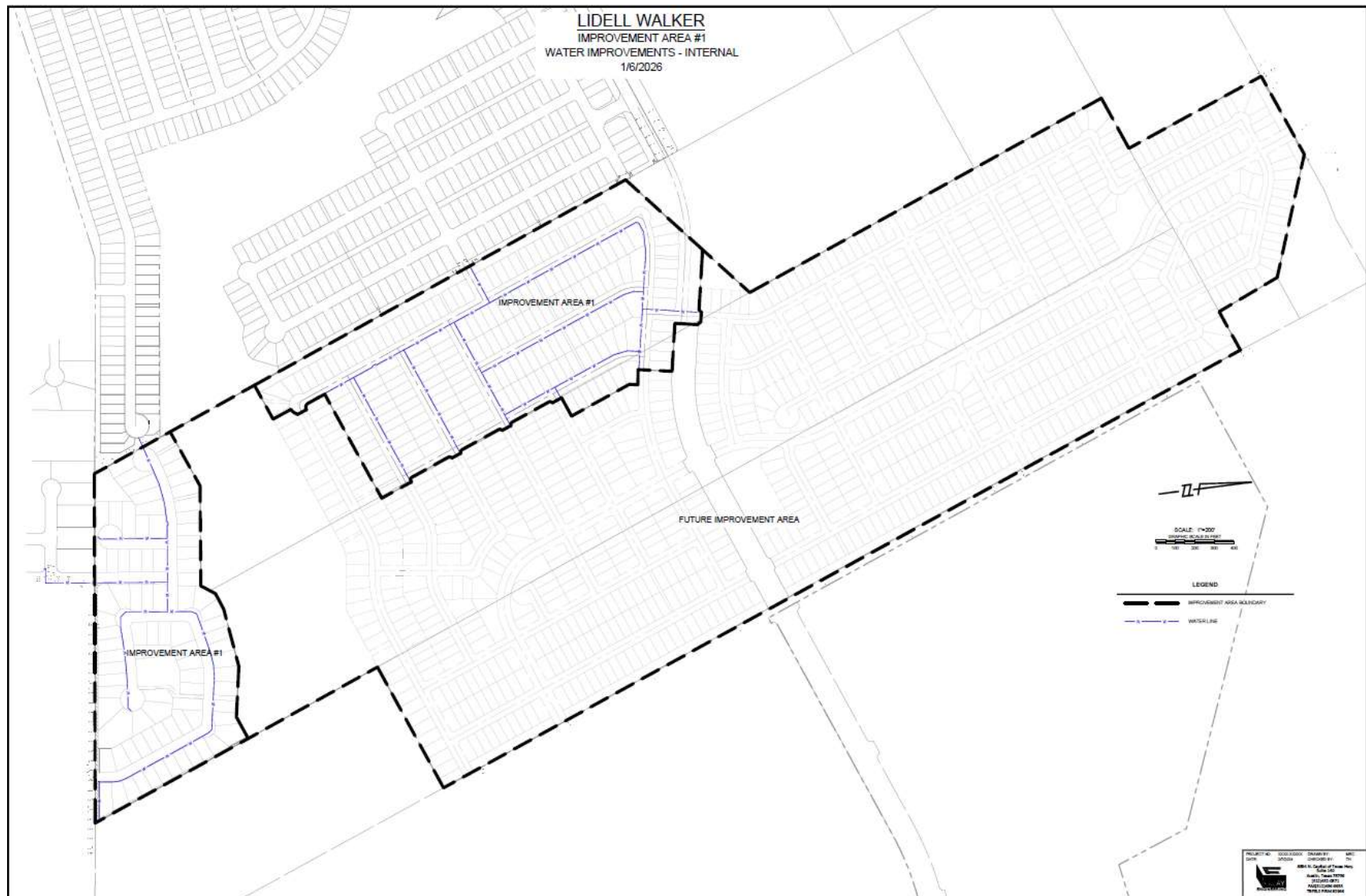
Footnotes:

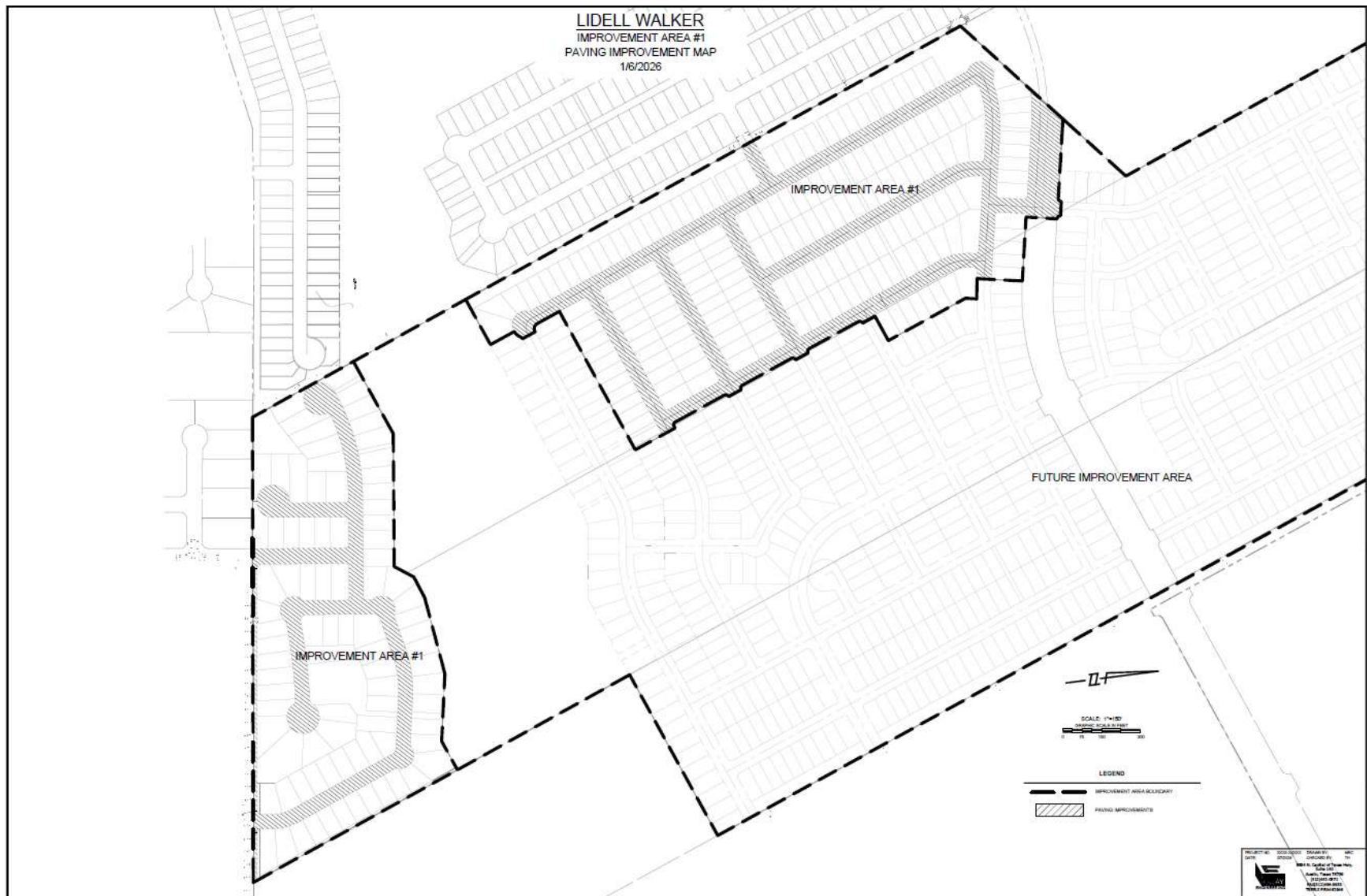
[a] As provided in the Developer model dated 8/14/2025.

EXHIBIT I-1 – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS









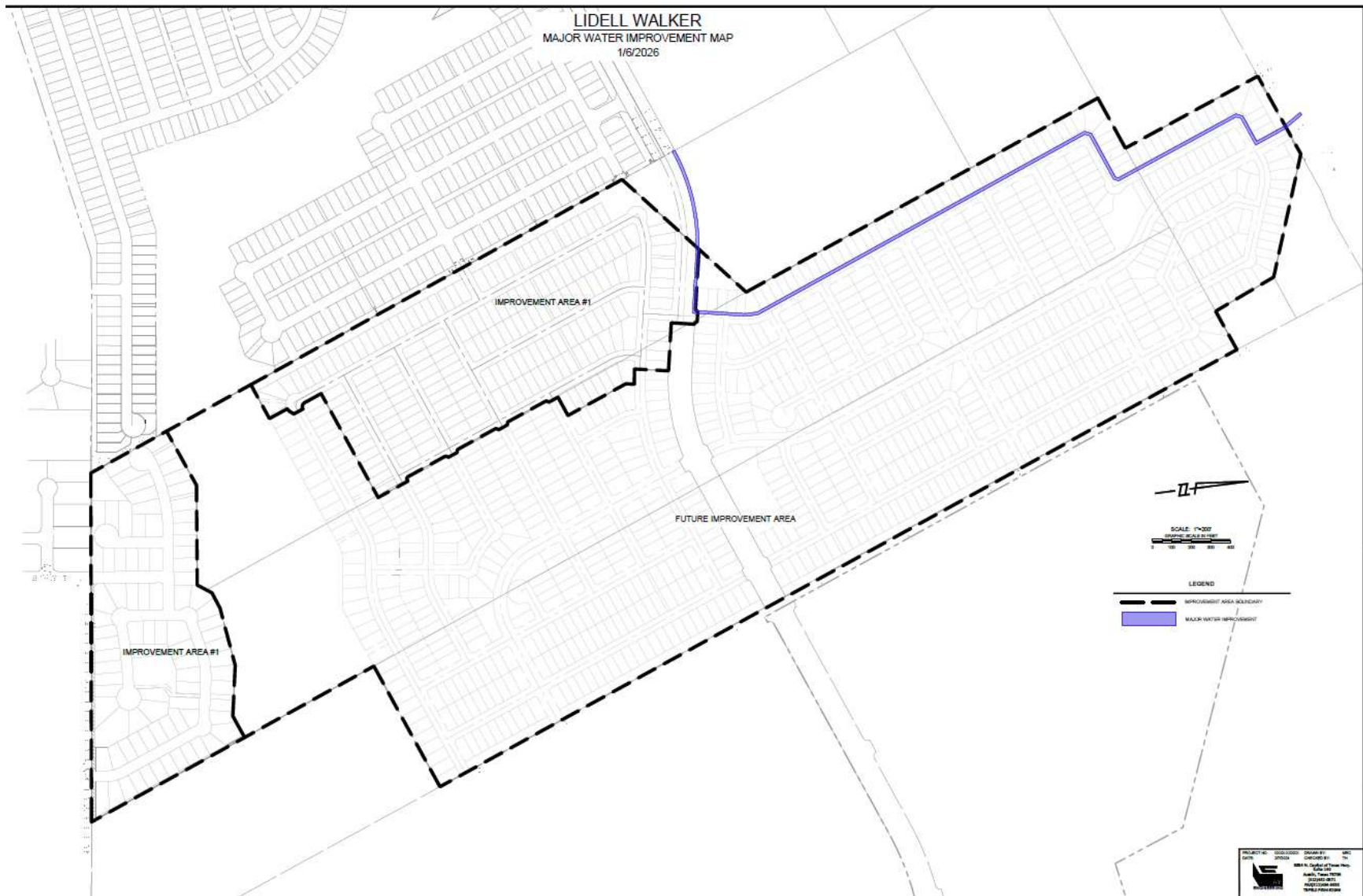


EXHIBIT I-2 – MAP OF MAJOR IMPROVEMENTS

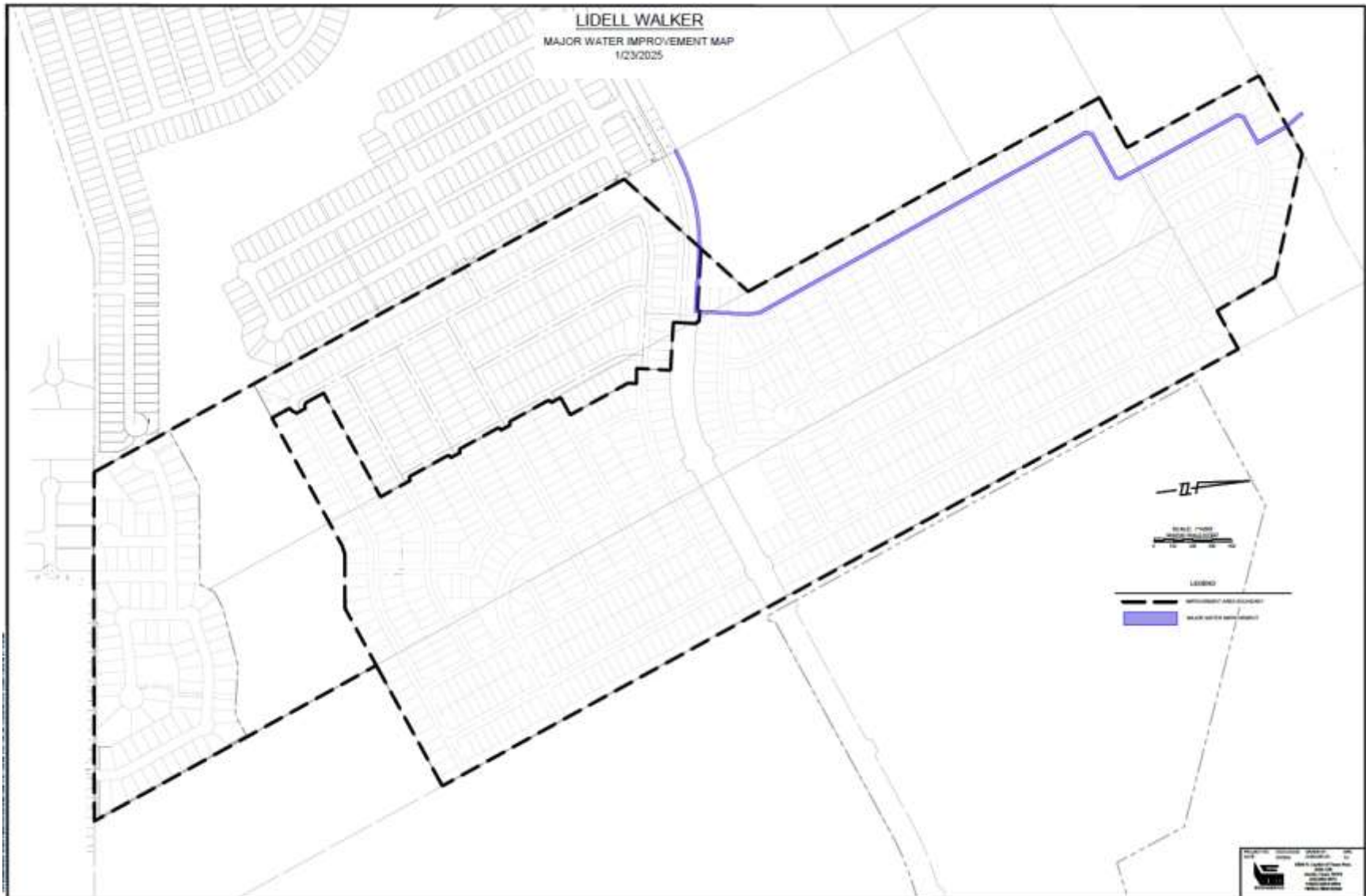
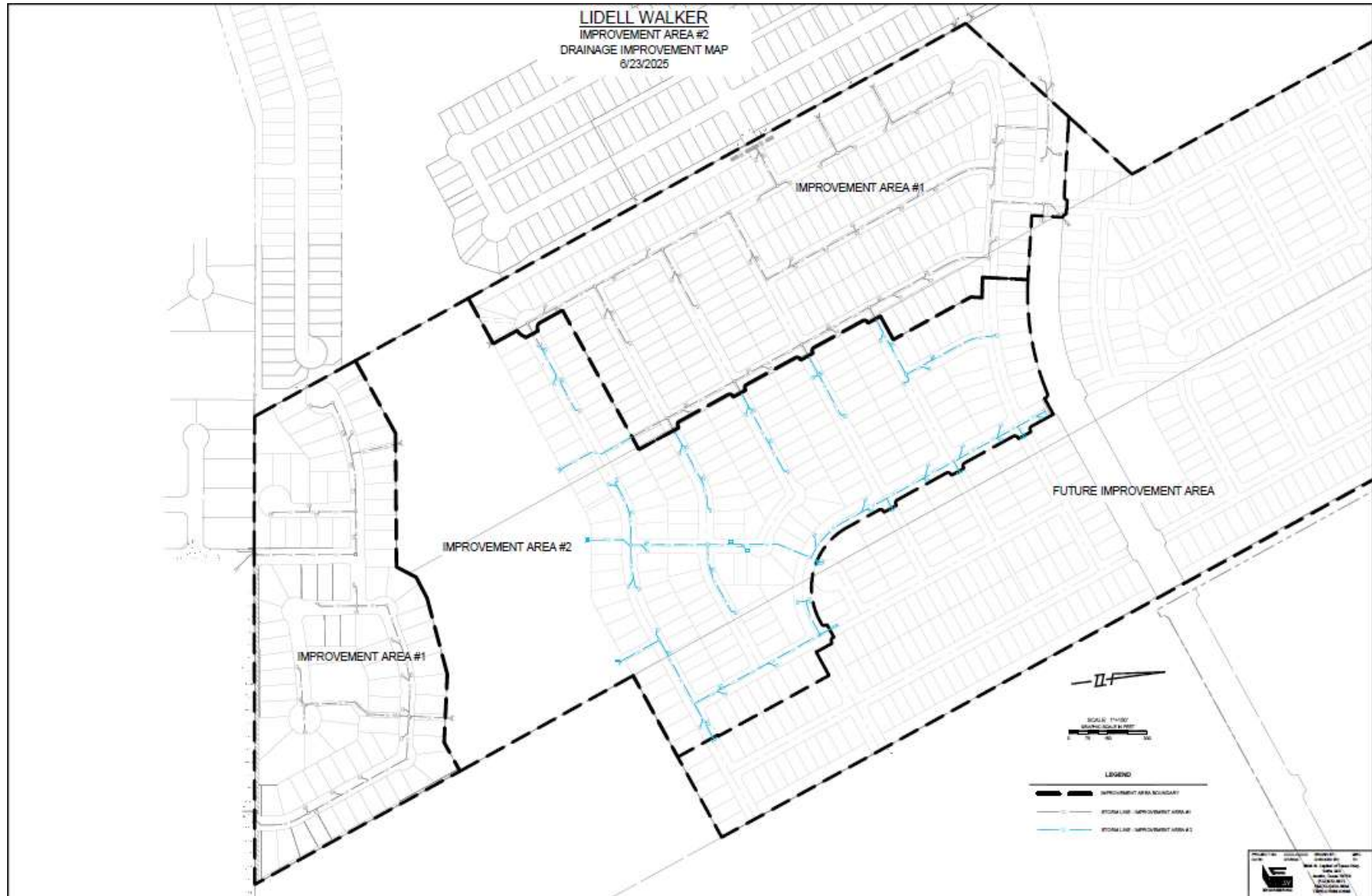
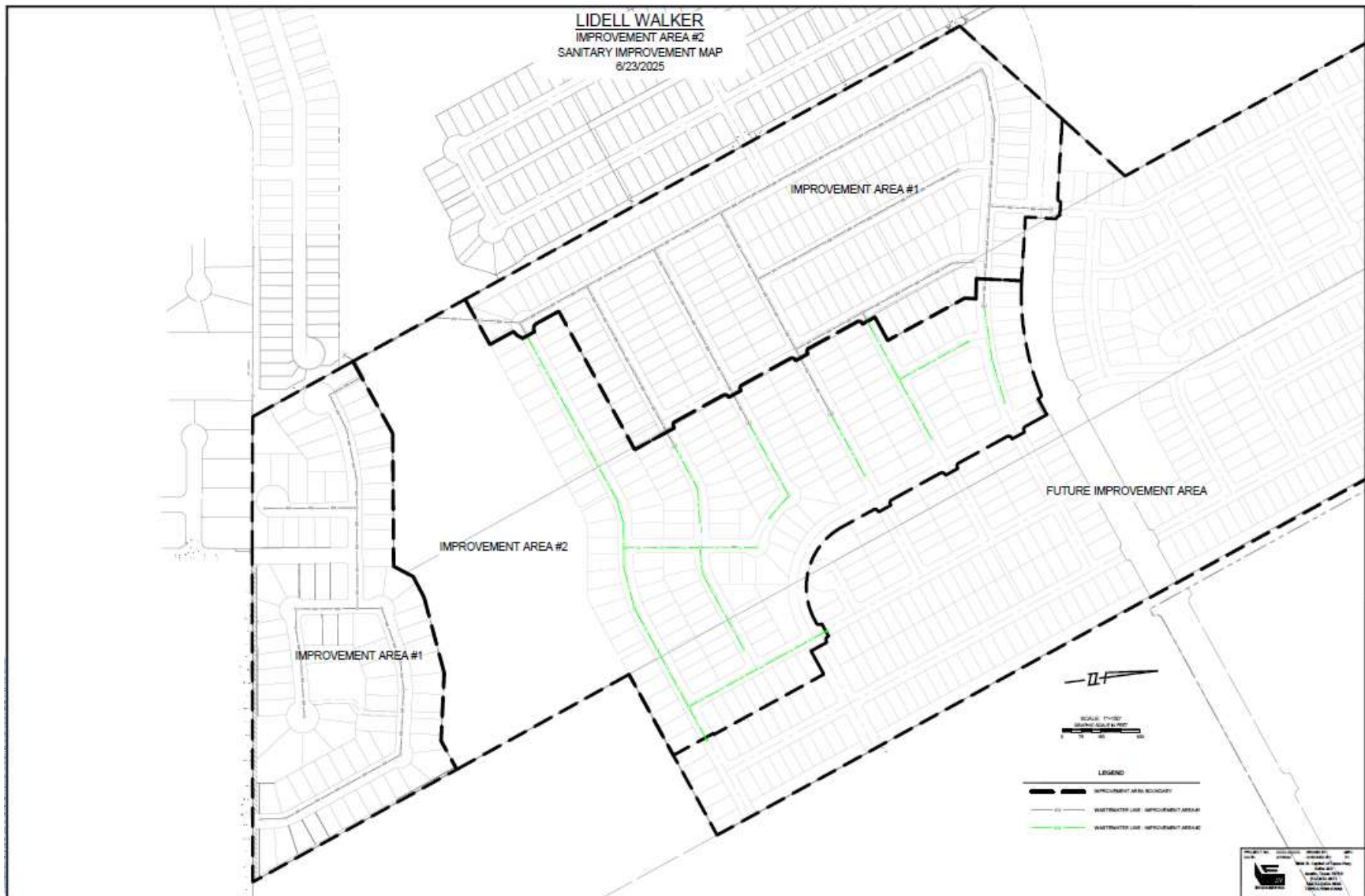
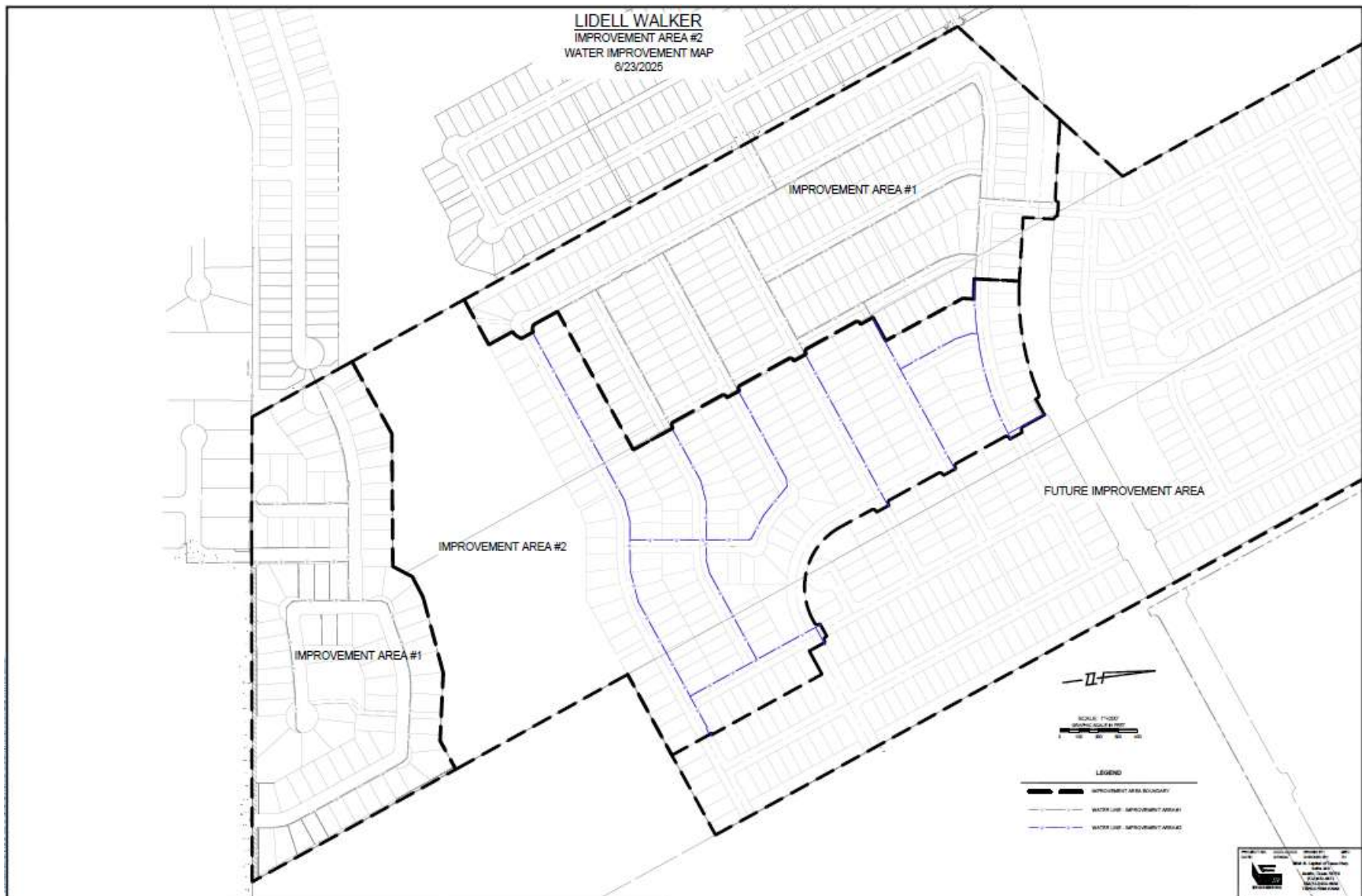


EXHIBIT I-3 – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS







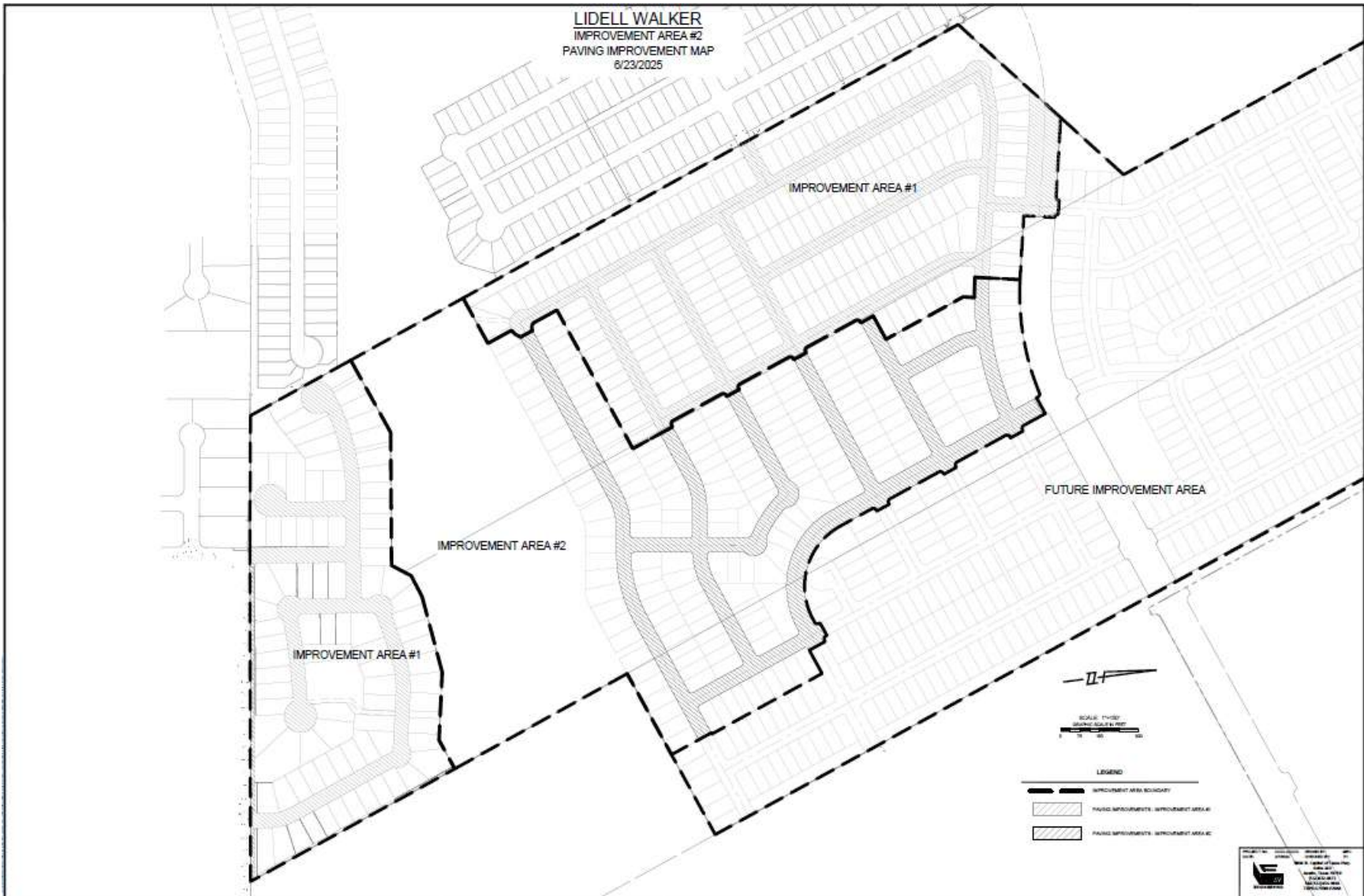


EXHIBIT J – NOTICE OF ASSESSMENT TERMINATION



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

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

Re: City of Hutto Lien Release documents for filing

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

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

City of Hutto
Attn: Laura Hallmark
500 W Live Oak St
Hutto, TX 78634

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

Sincerely,
[Signature]

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

AFTER RECORDING RETURN TO:

**[City Secretary Name]
500 W Live Oak St
Hutto, TX 78634**

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

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

RECITALS

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

WHEREAS, on or about July 6, 2023, the City Council for the City, approved Resolution R-2023-140, creating the Lidell Walker Public Improvement District; and

WHEREAS, on or about October 21, 2024 the City, upon written request from the Owner, formally changed the name of the District to "Prairie Winds Public Improvement District"; and

WHEREAS, the Prairie Winds Public Improvement District consists of approximately 263.021 contiguous acres located within the extraterritorial jurisdiction of the City; and

WHEREAS, on or about _____ the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Improvement Area #1 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #1 of the Prairie Winds Public Improvement District; and

EXHIBIT K – LOT TYPE CLASSIFICATION MAP

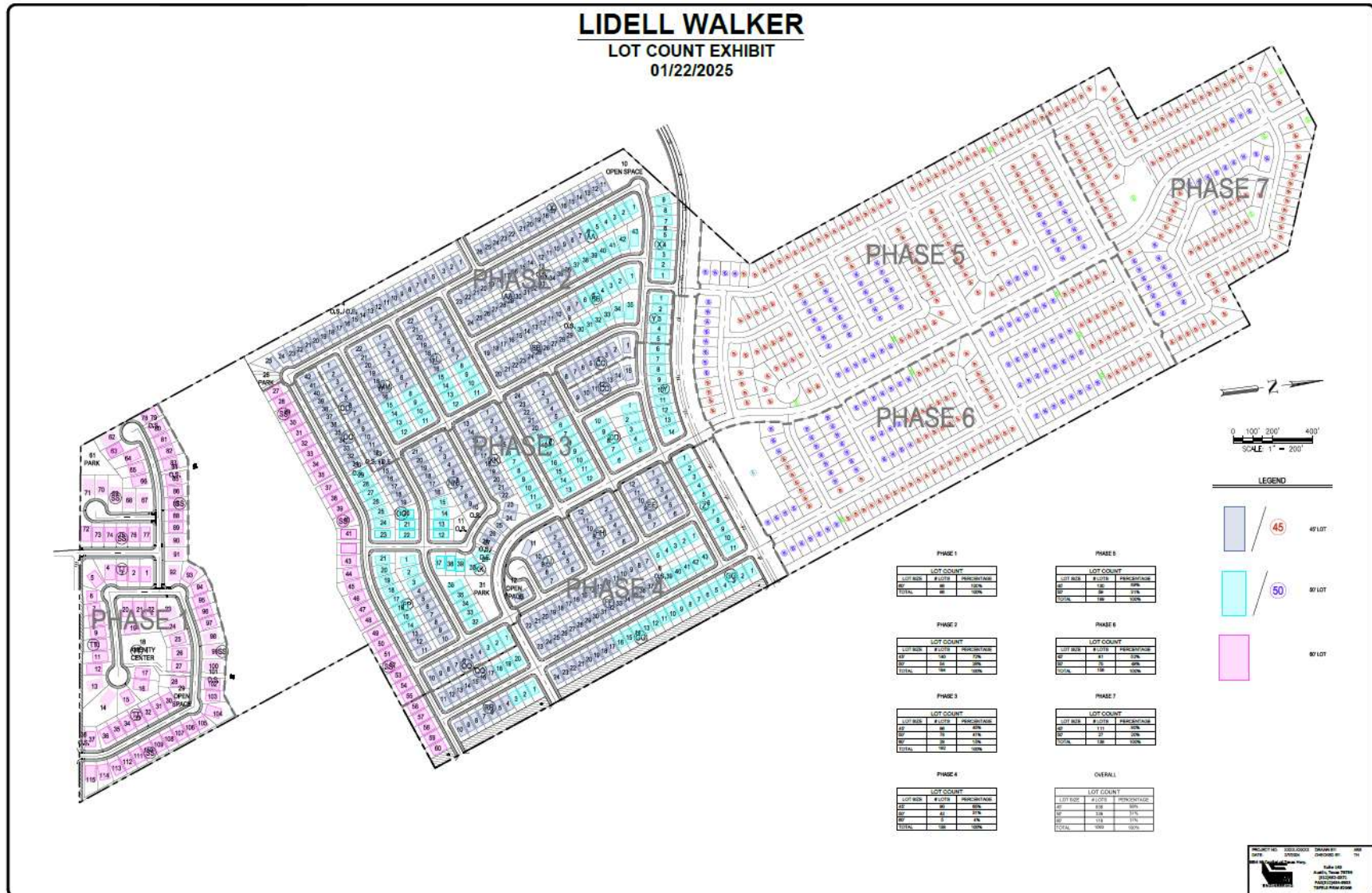


EXHIBIT L – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types are found in this Exhibit:

Improvement Area #1

- Lot Type 1
- Lot Type 2
- Lot Type 3

Improvement Area #2

- Lot Type 4
- Lot Type 5
- Lot Type 6

**PRAIRIE WINDS 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

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$34,577.93

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 417.42	\$ 1,790.49	\$ -	\$ 172.89	\$ 195.31	\$ 2,576.11
2028	436.84	1,773.27	-	170.80	199.21	2,580.12
2029	453.01	1,755.25	-	168.62	203.20	2,580.08
2030	472.43	1,736.57	-	166.35	207.26	2,582.61
2031	488.61	1,717.08	-	163.99	211.41	2,581.09
2032	511.26	1,695.70	-	161.55	215.64	2,584.14
2033	533.91	1,673.33	-	158.99	219.95	2,586.18
2034	556.56	1,649.97	-	156.32	224.35	2,587.21
2035	579.21	1,625.63	-	153.54	228.84	2,587.21
2036	605.10	1,600.28	-	150.64	233.41	2,589.44
2037	634.22	1,569.27	-	147.62	238.08	2,589.19
2038	669.81	1,536.77	-	144.45	242.84	2,593.87
2039	702.17	1,502.44	-	141.10	247.70	2,593.41
2040	737.77	1,466.46	-	137.59	252.65	2,594.46
2041	776.60	1,428.64	-	133.90	257.71	2,596.84
2042	815.43	1,388.84	-	130.02	262.86	2,597.14
2043	857.49	1,347.05	-	125.94	268.12	2,598.60
2044	902.79	1,303.11	-	121.65	273.48	2,601.03
2045	951.33	1,256.84	-	117.14	278.95	2,604.25
2046	999.87	1,208.08	-	112.38	284.53	2,604.86
2047	1,054.88	1,154.34	-	107.38	290.22	2,606.82
2048	1,113.12	1,097.64	-	102.11	296.02	2,608.89
2049	1,174.60	1,037.81	-	96.54	301.94	2,610.90
2050	1,239.32	974.68	-	90.67	307.98	2,612.64
2051	1,307.27	908.06	-	84.47	314.14	2,613.94
2052	1,381.69	837.80	-	77.93	320.42	2,617.85
2053	1,456.12	763.53	-	71.03	326.83	2,617.51
2054	1,537.01	685.26	-	63.75	333.37	2,619.39
2055	1,624.38	602.65	-	56.06	340.04	2,623.13
2056	1,714.98	515.34	-	47.94	346.84	2,625.10
2057	1,808.82	423.16	-	39.36	353.77	2,625.12
2058	1,912.37	325.94	-	30.32	360.85	2,629.47
2059	2,019.15	223.15	-	20.76	368.07	2,631.12
2060	2,132.40	114.62	-	10.66	375.43	2,633.11
Total	\$ 34,577.93	\$ 40,689.06	\$ -	\$ 3,834.44	\$ 9,381.41	\$ 88,482.84

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.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

PRAIRIE WINDS 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 RECORDING² 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: \$38,840.96

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 468.88	\$ 2,011.24	\$ -	\$ 194.20	\$ 219.39	\$ 2,893.71
2028	490.69	1,991.89	-	191.86	223.78	2,898.22
2029	508.87	1,971.65	-	189.41	228.25	2,898.18
2030	530.67	1,950.66	-	186.86	232.82	2,901.01
2031	548.85	1,928.77	-	184.21	237.47	2,899.30
2032	574.29	1,904.76	-	181.46	242.22	2,902.74
2033	599.73	1,879.63	-	178.59	247.07	2,905.03
2034	625.18	1,853.40	-	175.59	252.01	2,906.18
2035	650.62	1,826.04	-	172.47	257.05	2,906.18
2036	679.70	1,797.58	-	169.22	262.19	2,908.68
2037	712.41	1,762.75	-	165.82	267.43	2,908.41
2038	752.39	1,726.23	-	162.26	272.78	2,913.66
2039	788.74	1,687.67	-	158.49	278.24	2,913.15
2040	828.72	1,647.25	-	154.55	283.80	2,914.33
2041	872.34	1,604.78	-	150.41	289.48	2,917.00
2042	915.96	1,560.07	-	146.04	295.27	2,917.34
2043	963.21	1,513.13	-	141.46	301.17	2,918.98
2044	1,014.10	1,463.76	-	136.65	307.20	2,921.70
2045	1,068.62	1,411.79	-	131.58	313.34	2,925.33
2046	1,123.14	1,357.03	-	126.23	319.61	2,926.01
2047	1,184.93	1,296.66	-	120.62	326.00	2,928.20
2048	1,250.35	1,232.97	-	114.69	332.52	2,930.53
2049	1,319.41	1,165.76	-	108.44	339.17	2,932.79
2050	1,392.11	1,094.84	-	101.85	345.95	2,934.75
2051	1,468.44	1,020.02	-	94.89	352.87	2,936.21
2052	1,552.04	941.09	-	87.54	359.93	2,940.60
2053	1,635.64	857.67	-	79.78	367.13	2,940.21
2054	1,726.51	769.75	-	71.60	374.47	2,942.33
2055	1,824.65	676.95	-	62.97	381.96	2,946.53
2056	1,926.42	578.88	-	53.85	389.60	2,948.74
2057	2,031.83	475.33	-	44.22	397.39	2,948.76
2058	2,148.14	366.12	-	34.06	405.34	2,953.65
2059	2,268.09	250.66	-	23.32	413.45	2,955.50
2060	2,395.30	128.75	-	11.98	421.71	2,957.74
Total	\$ 38,840.96	\$ 45,705.52	\$ -	\$ 4,307.18	\$ 10,538.03	\$ 99,391.69

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.

PRAIRIE WINDS 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 RECORDING³ 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: \$43,577.66

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 3

Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 526.06	\$ 2,256.51	\$ -	\$ 217.89	\$ 246.14	\$ 3,246.60
2028	550.53	2,234.81	-	215.26	251.07	3,251.66
2029	570.92	2,212.10	-	212.51	256.09	3,251.61
2030	595.39	2,188.55	-	209.65	261.21	3,254.80
2031	615.78	2,163.99	-	206.67	266.43	3,252.87
2032	644.33	2,137.05	-	203.59	271.76	3,256.73
2033	672.87	2,108.86	-	200.37	277.20	3,259.30
2034	701.42	2,079.42	-	197.01	282.74	3,260.59
2035	729.96	2,048.73	-	193.50	288.39	3,260.59
2036	762.59	2,016.80	-	189.85	294.16	3,263.40
2037	799.29	1,977.71	-	186.04	300.05	3,263.09
2038	844.15	1,936.75	-	182.04	306.05	3,268.99
2039	884.93	1,893.49	-	177.82	312.17	3,268.41
2040	929.79	1,848.14	-	173.40	318.41	3,269.73
2041	978.72	1,800.48	-	168.75	324.78	3,272.74
2042	1,027.66	1,750.32	-	163.85	331.28	3,273.11
2043	1,080.67	1,697.66	-	158.72	337.90	3,274.95
2044	1,137.77	1,642.27	-	153.31	344.66	3,278.01
2045	1,198.94	1,583.96	-	147.62	351.55	3,282.07
2046	1,260.11	1,522.52	-	141.63	358.58	3,282.84
2047	1,329.43	1,454.79	-	135.33	365.75	3,285.30
2048	1,402.84	1,383.33	-	128.68	373.07	3,287.92
2049	1,480.32	1,307.93	-	121.67	380.53	3,290.44
2050	1,561.88	1,228.36	-	114.27	388.14	3,292.65
2051	1,647.52	1,144.41	-	106.46	395.90	3,294.29
2052	1,741.31	1,055.85	-	98.22	403.82	3,299.21
2053	1,835.11	962.26	-	89.51	411.90	3,298.78
2054	1,937.06	863.62	-	80.34	420.14	3,301.15
2055	2,047.16	759.50	-	70.65	428.54	3,305.86
2056	2,161.35	649.47	-	60.42	437.11	3,308.34
2057	2,279.61	533.30	-	49.61	445.85	3,308.37
2058	2,410.11	410.77	-	38.21	454.77	3,313.86
2059	2,544.68	281.22	-	26.16	463.87	3,315.93
2060	2,687.41	144.45	-	13.44	473.14	3,318.44
Total	\$ 43,577.66	\$ 51,279.37	\$ -	\$ 4,832.45	\$ 11,823.15	\$ 111,512.63

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.

PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), 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 #2 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$33,254.49

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairie Winds 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 4

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 802.03	\$ (802.03)	\$ -	\$ -	\$ -
2027	339.87	1,912.13	-	166.27	199.21	2,617.49
2028	359.02	1,892.59	-	164.57	203.20	2,619.38
2029	373.38	1,871.95	-	162.78	207.26	2,615.36
2030	392.52	1,850.48	-	160.91	211.40	2,615.32
2031	416.46	1,827.91	-	158.95	215.63	2,618.95
2032	435.61	1,803.96	-	156.87	219.95	2,616.38
2033	459.54	1,778.91	-	154.69	224.34	2,617.49
2034	483.48	1,752.49	-	152.39	228.83	2,617.19
2035	507.41	1,724.69	-	149.97	233.41	2,615.48
2036	536.13	1,695.51	-	147.44	238.08	2,617.16
2037	564.85	1,664.69	-	144.76	242.84	2,617.13
2038	598.36	1,632.21	-	141.93	247.69	2,620.19
2039	627.08	1,597.80	-	138.94	252.65	2,616.47
2040	660.59	1,561.75	-	135.80	257.70	2,615.84
2041	698.89	1,523.76	-	132.50	262.85	2,618.00
2042	718.03	1,483.58	-	129.01	268.11	2,598.73
2043	765.90	1,442.29	-	125.42	273.47	2,607.08
2044	813.77	1,398.25	-	121.59	278.94	2,612.55
2045	861.64	1,351.46	-	117.52	284.52	2,615.14
2046	909.51	1,301.91	-	113.21	290.21	2,614.84
2047	957.38	1,249.62	-	108.66	296.02	2,611.67
2048	1,005.25	1,194.57	-	103.88	301.94	2,605.63
2049	1,053.11	1,136.77	-	98.85	307.98	2,596.71
2050	1,124.92	1,076.21	-	93.58	314.14	2,608.85
2051	1,196.72	1,011.53	-	87.96	320.42	2,616.63
2052	1,268.52	942.72	-	81.98	326.83	2,620.04
2053	1,316.39	869.78	-	75.63	333.36	2,595.17
2054	1,412.13	794.08	-	69.05	340.03	2,615.30
2055	1,483.93	712.89	-	61.99	346.83	2,605.64
2056	1,579.67	627.56	-	54.57	353.77	2,615.57
2057	1,651.48	536.73	-	46.67	360.84	2,595.72
2058	1,771.15	441.77	-	38.41	368.06	2,619.39
2059	1,866.89	339.93	-	29.56	375.42	2,611.79
2060	1,962.62	232.58	-	20.22	382.93	2,598.36
2061	2,082.30	119.73	-	10.41	390.59	2,603.03
Total	\$ 33,254.49	\$ 45,156.81	\$ (802.03)	\$ 3,856.94	\$ 9,959.45	\$ 91,425.66

Notes:

[a] Interest is calculated at a 5.75% rate for illustrative purposes.

[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.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 5 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 RECORDING⁵ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$37,354.36

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Prairie Winds 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 5

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 900.91	\$ (900.91)	\$ -	\$ -	\$ -
2027	381.77	2,147.88	-	186.77	223.77	2,940.19
2028	403.28	2,125.92	-	184.86	228.25	2,942.31
2029	419.41	2,102.74	-	182.85	232.81	2,937.80
2030	440.92	2,078.62	-	180.75	237.47	2,937.75
2031	467.80	2,053.27	-	178.54	242.22	2,941.83
2032	489.31	2,026.37	-	176.21	247.06	2,938.95
2033	516.20	1,998.23	-	173.76	252.00	2,940.19
2034	543.08	1,968.55	-	171.18	257.04	2,939.85
2035	569.97	1,937.32	-	168.46	262.18	2,937.94
2036	602.23	1,904.55	-	165.61	267.43	2,939.82
2037	634.49	1,869.92	-	162.60	272.78	2,939.79
2038	672.13	1,833.44	-	159.43	278.23	2,943.23
2039	704.39	1,794.79	-	156.07	283.80	2,939.05
2040	742.03	1,754.29	-	152.55	289.47	2,938.34
2041	785.05	1,711.62	-	148.84	295.26	2,940.77
2042	806.56	1,666.48	-	144.91	301.17	2,919.12
2043	860.33	1,620.10	-	140.88	307.19	2,928.50
2044	914.10	1,570.64	-	136.58	313.33	2,934.65
2045	967.87	1,518.08	-	132.01	319.60	2,937.55
2046	1,021.64	1,462.42	-	127.17	325.99	2,937.22
2047	1,075.41	1,403.68	-	122.06	332.51	2,933.66
2048	1,129.18	1,341.84	-	116.68	339.16	2,926.87
2049	1,182.95	1,276.91	-	111.04	345.95	2,916.85
2050	1,263.61	1,208.90	-	105.12	352.86	2,930.49
2051	1,344.26	1,136.24	-	98.80	359.92	2,939.23
2052	1,424.92	1,058.94	-	92.08	367.12	2,943.06
2053	1,478.69	977.01	-	84.96	374.46	2,915.12
2054	1,586.23	891.99	-	77.56	381.95	2,937.73
2055	1,666.89	800.78	-	69.63	389.59	2,926.89
2056	1,774.43	704.93	-	61.30	397.38	2,938.04
2057	1,855.08	602.90	-	52.43	405.33	2,915.74
2058	1,989.51	496.23	-	43.15	413.44	2,942.33
2059	2,097.05	381.84	-	33.20	421.71	2,933.80
2060	2,204.59	261.26	-	22.72	430.14	2,918.71
2061	2,339.02	134.49	-	11.70	438.74	2,923.95
Total	\$ 37,354.36	\$ 50,724.09	\$ (900.91)	\$ 4,332.45	\$ 11,187.33	\$ 102,697.31

Notes:

[a] Interest is calculated at a 5.75% rate for illustrative purposes.

[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.

**PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 6 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 RECORDING⁶ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$41,909.77

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Prairie Winds 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 6

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 1,010.78	\$ (1,010.78)	\$ -	\$ -	\$ -
2027	428.33	2,409.81	-	209.55	251.06	3,298.75
2028	452.46	2,385.18	-	207.41	256.08	3,301.13
2029	470.56	2,359.17	-	205.14	261.20	3,296.07
2030	494.69	2,332.11	-	202.79	266.43	3,296.02
2031	524.85	2,303.66	-	200.32	271.76	3,300.59
2032	548.98	2,273.49	-	197.69	277.19	3,297.35
2033	579.15	2,241.92	-	194.95	282.73	3,298.75
2034	609.31	2,208.62	-	192.05	288.39	3,298.37
2035	639.48	2,173.58	-	189.01	294.16	3,296.22
2036	675.67	2,136.81	-	185.81	300.04	3,298.34
2037	711.87	2,097.96	-	182.43	306.04	3,298.30
2038	754.10	2,057.03	-	178.87	312.16	3,302.16
2039	790.30	2,013.67	-	175.10	318.41	3,297.47
2040	832.52	1,968.23	-	171.15	324.77	3,296.68
2041	880.79	1,920.36	-	166.99	331.27	3,299.40
2042	904.92	1,869.71	-	162.58	337.89	3,275.11
2043	965.25	1,817.68	-	158.06	344.65	3,285.64
2044	1,025.57	1,762.18	-	153.23	351.55	3,292.53
2045	1,085.90	1,703.21	-	148.10	358.58	3,295.79
2046	1,146.23	1,640.77	-	142.68	365.75	3,295.42
2047	1,206.56	1,574.86	-	136.94	373.06	3,291.42
2048	1,266.89	1,505.48	-	130.91	380.52	3,283.80
2049	1,327.21	1,432.64	-	124.58	388.13	3,272.56
2050	1,417.70	1,356.32	-	117.94	395.90	3,287.86
2051	1,508.20	1,274.80	-	110.85	403.81	3,297.67
2052	1,598.69	1,188.08	-	103.31	411.89	3,301.97
2053	1,659.02	1,096.16	-	95.32	420.13	3,270.62
2054	1,779.67	1,000.76	-	87.02	428.53	3,295.99
2055	1,870.16	898.43	-	78.12	437.10	3,283.82
2056	1,990.82	790.90	-	68.77	445.84	3,296.34
2057	2,081.31	676.43	-	58.82	454.76	3,271.32
2058	2,232.13	556.75	-	48.41	463.86	3,301.15
2059	2,352.79	428.40	-	37.25	473.13	3,291.58
2060	2,473.44	293.12	-	25.49	482.60	3,274.65
2061	2,624.26	150.90	-	13.12	492.25	3,280.53
Total	\$ 41,909.77	\$ 56,909.95	\$ (1,010.78)	\$ 4,860.80	\$ 12,551.64	\$ 115,221.37

Notes:

[a] Interest is calculated at a 5.75% rate for illustrative purposes.

[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.

APPENDIX A – ENGINEER’S REPORT

[Remainder of page left intentionally blank]

AGENDA ITEM REPORT

9.2.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2026-011 authorizing the issuance of the "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds District Improvement Area #2); approving and authorizing an indenture of trust, a bond purchase agreement, an offering memorandum, a continuing disclosure agreement, a landowner agreement, a reimbursement agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (Alberta Barrett)

Meeting: Thursday, April 2, 2026

Department: Finance /

Staff Contact: Alberta Barrett

ITEM SUMMARY:

Prior Action

- On October 7, 2021, the City Council approved the Development Agreement by Resolution No. R-2021-147A;
- The Prairie Winds Public Improvement District was created on July 6, 2023 by Resolution No. R-2023-140;
- City Council approved the first amendment to the Development Agreement on August 17, 2023.
- The original Service and Assessment plan was approved on March 6, 2025 by Ordinance No. O-2025-012;
- On March 6, 2025, the City council approved issuance Improvement Area #1 Special Assessment Revenue Bonds, Series 2025;
- On January 22, 2026 the City received a presentation from the developer and the City's financial advisor on the proposed Improvement Area #2 Special Assessment Revenue Bonds, 2026
- On February 5th, the Improvement Area #2 Service and Assessment Plan was presented to the City, and a Public Hearing for Improvement Area #2 Service and Assessment Plan was called for March 12, 2026
- On March 5th, a resolution for the form and publication of the Preliminary Offering Memorandum for City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Area #2) was approved

This Meeting

AGENDA ITEM REPORT

9.2.



Continue the public hearing until April 16th. Due to numerous circumstances (Good Friday (April 3) market scheduling - the stock market is closed and bond market is open for less than a full day, market volatility, geopolitical considerations, to name a few), FMS has recommended to the City that the pricing be delayed until the second meeting in April (specifically April 16th). The expected close date on the bonds will be May 7.

April 16th Meeting

- Pricing of Improvement Area #2 Special Assessment Revenue Bonds, Series 2026;
 - Public Hearing on Service and Assessment Plan for Improvement Area #2;
 - City Council approval of an Ordinance levying assessments on Improvement Area #2;
 - City Council approval of an Ordinance authorizing the issuance of Improvement Area #2 Special Assessment Revenue Bonds, Series 2025
-
- On May 7, 2026, the City will close on the Special Assessment Revenue bonds, and funds will be delivered to the trustee.

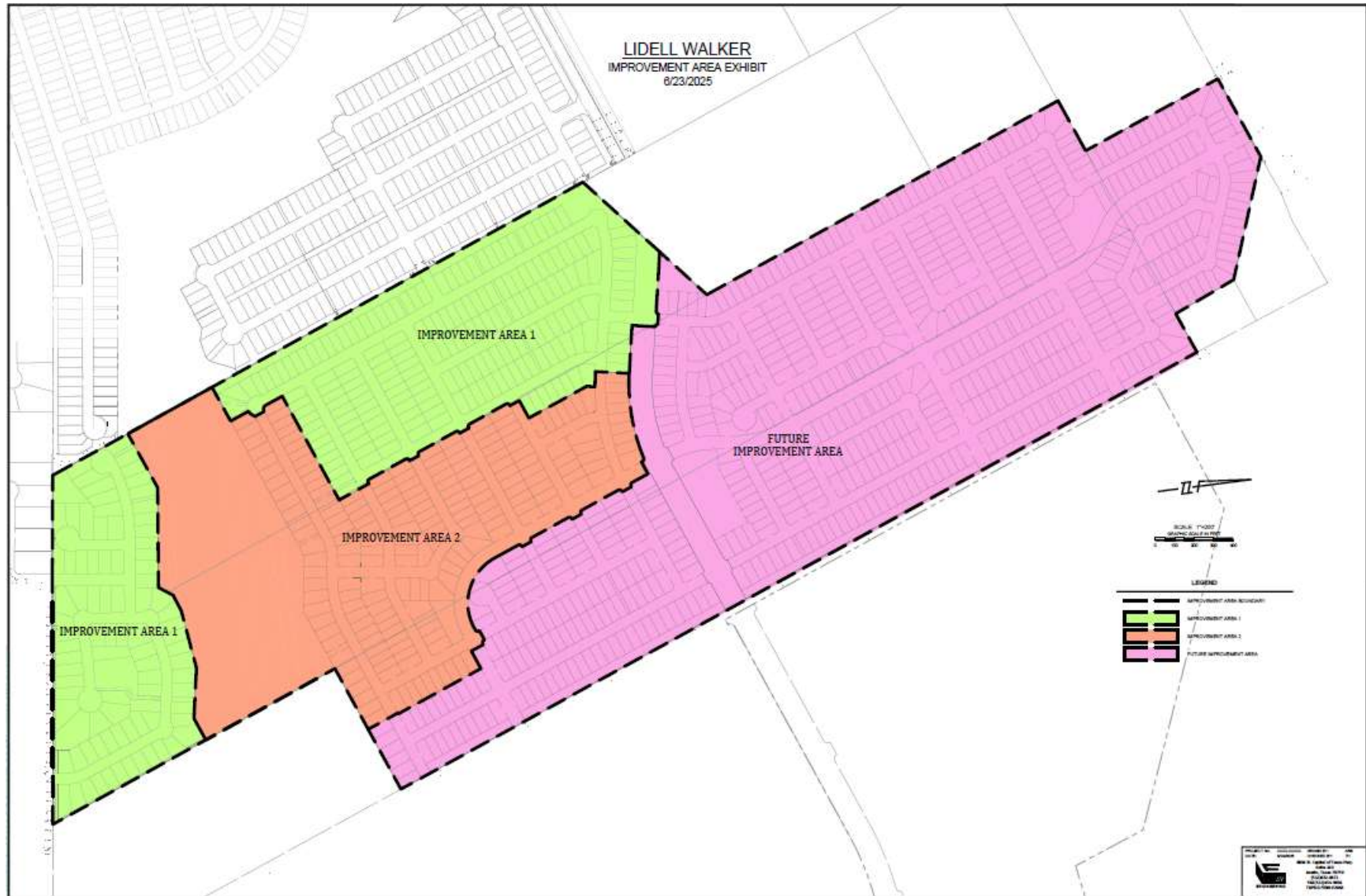
FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Prairie Winds Map
2. Bond Ordinance - Prairie Winds

EXHIBIT B-2 – IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND FUTURE IMPROVEMENT AREA BOUNDARY MAP



ORDINANCE NO. O-2026-____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF HUTTO, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, A LANDOWNER AGREEMENT, A REIMBURSEMENT AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Hutto, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), which was created as Prairie Winds Public Improvement District, (the "District"), pursuant to Resolution No. R-2023-140 adopted by the City Council of the City (the "Council") on July 6, 2023; and

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

WHEREAS, on October 21, 2024 the City, upon written request from the property owner of land within the District, formally changed the name of the District to "Prairie Winds Public Improvement District."

WHEREAS, the District is being developed in phases which began with an area designated as "Improvement Area #1" ("Improvement Area #1") and continues with an area designated as "Improvement Area #2" ("Improvement Area #2");, each within the District; and

WHEREAS, the City has previously issued bonds and levied assessments to fund development within Improvement Area #1; and

WHEREAS, pursuant to the PID Act, on March 1, 2026, the Council published notice of the assessment hearing in the *Taylor Press*, a newspaper of general circulation in the City, and held a public hearing on April 2, 2026, regarding the levy of special assessments within Improvement Area #2, and on April 2, 2026, the Council adopted Ordinance No. O-2026-__ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") relating to the District, including Improvement Area #2 and levied the Assessments (as defined in the Service and Assessment Plan) in Improvement Area #2 against the Improvement Area #2 Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2)" (the "Bonds"), such Bonds to be

payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of paying for (1) the Actual Costs of the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of the Major Improvements, and (3) the Bond Issuance Costs of the Bonds, including capitalized interest and funding a reserve fund for the payment of principal of and interest on the Bonds ; and

WHEREAS, in connection with the issuance of the Bonds, the City has determined that the Improvement Area #2 Projects confer a special benefit on the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance a portion of the Improvement Area #2 Projects, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), (v) a Continuing Disclosure Agreement (defined below), (vi) a Landowner Agreement (defined below), and (vii) a Reimbursement Agreement (defined below); and

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

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of the Major Improvements, and (3) the Bond Issuance Costs of the Bonds, including capitalized interest and funding a reserve fund for the payment of principal of and interest on the Bonds.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of April 15, 2026, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City

is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's signature on the Bond Purchase Agreement may be attested by the City Secretary.

Section 4. Landowner Agreement. The Landowner Agreement substantially in the form attached hereto as **Exhibit C** is hereby approved and incorporated herein as a part hereof for all purposes and the City Manager of the City (the "City Manager") is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 5. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Improvement Area #2 Improvements, the Developer (as defined in the

Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 6. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and Wilmington Trust, National Association, as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit D** and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 7. Reimbursement Agreement. The Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2) (the "Reimbursement Agreement") between the City and GRBK Edgewood, LLC, a Texas limited liability company, is hereby authorized and approved in substantially final form attached hereto as **Exhibit E** and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 8. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 9. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. The City Secretary shall publish this ordinance on the City's website and shall publish the approval of this ordinance by the City Council which shall be published in the approved City Council minutes.

Section 11. Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

Section 12. 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 AND APPROVED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS**, on the 2nd of April, 2026 on a vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, Hutto City Secretary

EXHIBIT A
INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF HUTTO, TEXAS

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS TRUSTEE**

DATED AS OF APRIL 15, 2026

SECURING

\$_____

**CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #2)**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION	4
Section 1.1. Definitions.....	4
Section 1.2. Findings.....	15
Section 1.3. Table of Contents, Titles and Headings.....	15
Section 1.4. Interpretation.....	15
ARTICLE II THE BONDS.....	16
Section 2.1. Security for the Bonds.	16
Section 2.2. Limited Obligations.	16
Section 2.3. Authorization for Indenture.	16
Section 2.4. Contract with Owners and Trustee.	17
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS	17
Section 3.1. Authorization.	17
Section 3.2. Date, Denomination, Maturities, Numbers and Interest.	17
Section 3.3. Conditions Precedent to Delivery of Bonds.....	18
Section 3.4. Medium, Method and Place of Payment.....	19
Section 3.5. Execution and Registration of Bonds.	20
Section 3.6. Ownership.....	20
Section 3.7. Registration, Transfer and Exchange.....	21
Section 3.8. Cancellation.	22
Section 3.9. Temporary Bonds.....	22
Section 3.10. Replacement Bonds.	22
Section 3.11. Book-Entry Only System.....	23
Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.....	24
Section 3.13. Payments to Cede & Co.....	24
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY.....	25
Section 4.1. Limitation on Redemption	25
Section 4.2. Mandatory Sinking Fund Redemption.....	25
Section 4.3. Optional Redemption	26
Section 4.4. Extraordinary Optional Redemption.....	27
Section 4.5. Partial Redemption.....	27
Section 4.6. Notice of Redemption to Owners.	27
Section 4.7. Payment Upon Redemption	28
Section 4.8. Effect of Redemption.....	28
ARTICLE V FORM OF THE BONDS	28
Section 5.1. Form Generally	28
Section 5.2. Form of the Bonds.	29

Section 5.3.	CUSIP Registration.....	37
Section 5.4.	Legal Opinion.	38
ARTICLE VI	FUNDS AND ACCOUNTS	38
Section 6.1.	Establishment of Funds and Accounts.....	38
Section 6.2.	Initial Deposits to Funds and Accounts	39
Section 6.3.	Pledged Revenue Fund	39
Section 6.4.	Bond Fund.....	40
Section 6.5.	Project Fund.....	41
Section 6.6.	Redemption Fund.....	42
Section 6.7.	Reserve Fund	42
Section 6.8.	Rebate Fund: Rebatable Arbitrage.....	44
Section 6.9.	Administrative Fund.	45
Section 6.10.	Investment of Funds.....	45
Section 6.11.	Security of Funds	47
ARTICLE VII	COVENANTS.....	47
Section 7.1.	Confirmation of Improvement Area #2 Assessments.....	47
Section 7.2.	Collection and Enforcement of Improvement Area #2 Assessments.	47
Section 7.3.	Against Encumbrances.....	48
Section 7.4.	Records, Accounts, Accounting Reports.	48
Section 7.5.	Covenants Regarding Tax Exemption of Interest on Bonds.....	48
ARTICLE VIII	LIABILITY OF CITY.....	51
Section 8.1.	Liability of City.....	51
ARTICLE IX	THE TRUSTEE	52
Section 9.1.	Acceptance of Trust; Trustee as Registrar and Paying Agent.	52
Section 9.2.	Trustee Entitled to Indemnity.	53
Section 9.3.	Responsibilities of the Trustee.....	53
Section 9.4.	Property Held in Trust.	55
Section 9.5.	Trustee Protected in Relying on Certain Documents.....	55
Section 9.6.	Compensation.	56
Section 9.7.	Permitted Acts.....	57
Section 9.8.	Resignation of Trustee.	57
Section 9.9.	Removal of Trustee.....	57
Section 9.10.	Successor Trustee.....	58
Section 9.11.	Transfer of Rights and Property to Successor Trustee.....	59
Section 9.12.	Merger, Conversion or Consolidation of Trustee.	59
Section 9.13.	Trustee To File Continuation Statements.	59
Section 9.14.	Offering Documentation	60
Section 9.15.	Expenditure of Funds and Risk.....	60
Section 9.16.	Environmental Hazards.....	60
Section 9.17.	Accounts, Periodic Reports and Certificates.	60
Section 9.18.	Construction of Indenture.	61
ARTICLE X	MODIFICATION OR AMENDMENT OF THIS INDENTURE	61

Section 10.1.	Amendments Permitted.....	61
Section 10.2.	Owners' Meetings.	62
Section 10.3.	Procedure for Amendment with Written Consent of Owners.....	62
Section 10.4.	Procedure for Amendment Not Requiring Owner Consent.....	63
Section 10.5.	Effect of Supplemental Indenture.	63
Section 10.6.	Endorsement or Replacement of Bonds Issued After Amendments.....	64
Section 10.7.	Amendatory Endorsement of Bonds.....	64
Section 10.8.	Waiver of Default.	64
Section 10.9.	Execution of Supplemental Indenture.....	64
ARTICLE XI	DEFAULT AND REMEDIES.....	65
Section 11.1.	Events of Default.	65
Section 11.2.	Immediate Remedies for Default.	65
Section 11.3.	Restriction on Owner's Action.	66
Section 11.4.	Application of Revenues and Other Moneys After Default.....	67
Section 11.5.	Effect of Waiver.....	68
Section 11.6.	Evidence of Ownership of Bonds.	68
Section 11.7.	No Acceleration.	69
Section 11.8.	Mailing of Notice.....	69
Section 11.9.	Exclusion of Bonds Similarly Secured.	69
Section 11.10.	Remedies Not Exclusive.....	69
Section 11.11.	Direction By Owner.....	69
ARTICLE XII	GENERAL COVENANTS AND REPRESENTATIONS	70
Section 12.1.	Representations as to Pledged Revenues.	70
Section 12.2.	General.....	70
ARTICLE XIII	SPECIAL COVENANTS	70
Section 13.1.	Further Assurances; Due Performance.	70
Section 13.2.	Other Obligations or Other Liens; Future Bonds.....	71
Section 13.3.	Books of Record.	71
ARTICLE XIV	PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE.....	72
Section 14.1.	Trust Irrevocable.....	72
Section 14.2.	Satisfaction of Indenture.	72
Section 14.3.	Bonds Deemed Paid.....	72
ARTICLE XV	MISCELLANEOUS.....	73
Section 15.1.	Benefits of Indenture Limited to Parties.....	73
Section 15.2.	Successor is Deemed Included in All References to Predecessor.	73
Section 15.3.	Execution of Documents and Proof of Ownership by Owners.....	73
Section 15.4.	No Waiver of Personal Liability.	74
Section 15.5.	Notices to and Demands on City and Trustee.....	74
Section 15.6.	Partial Invalidity.....	75
Section 15.7.	Applicable Laws; Jurisdiction.....	75
Section 15.8.	Payment on Business Day.....	75

Section 15.9. Counterparts.....	76
Section 15.10. Boycotts and Foreign Business Engagements.	76
Section 15.11. No Discrimination Against Firearm Entity or Trade Association	76
Section 15.12. Verification Regarding Energy Company Boycotts.	76
Section 15.13. Electronic Storage.....	76
EXHIBIT A	DESCRIPTION OF THE PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
EXHIBIT B	FORM OF CERTIFICATION FOR PAYMENT
EXHIBIT C	FUND OPTIONS DISCLOSURE, CONSENT AND DIRECTION

INDENTURE OF TRUST

THIS INDENTURE, dated as of April 15, 2026, is by and between the CITY OF HUTTO, TEXAS (the "*City*"), and Wilmington Trust, National Association, a national banking association, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "*City Secretary*") 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 located within the corporate limits of the City to be known as Prairie Winds Public Improvement District; and

WHEREAS, on July 6, 2023, the City Council (the "*City Council*") authorized the formation of the Prairie Winds Public Improvement District, formerly known as Lidell Walker Public Improvement District, (the "*District*" or "*PID*") pursuant to Resolution No. R-2023-140 (the "*Creation Resolution*") in accordance with the PID Act;

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

WHEREAS, on July 6, 2023, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on July 6, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. R-2023-140, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City recorded Resolution No. R-2023-140 in the real property records of Williamson County; and

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

WHEREAS, on April 2, 2026, the City Council adopted a resolution approving the execution of the Reimbursement Agreement to reimburse the Developer for the portion of the Improvement Area #2 Project Costs (defined in the Reimbursement Agreement) not financed by the proceeds of the Bonds to be paid for by and pursuant to the Reimbursement Agreement and the Financing Agreement; and

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice on March 1, 2026 of a public hearing in a newspaper of general circulation in the City to consider the proposed "*Improvement Area #2 Assessment Roll*" and the "*Service and Assessment Plan*" and the levy of the "*Improvement Area #2 Assessments*" in the amount of \$ _____ on property in the District (all as defined herein); and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll and the Service and Assessment Plan and the levy of Improvement Area #2 Assessments on property in the District to the last known address of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, the City Council convened the hearing on April 2, 2026, 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 Improvement Area #2 Assessment Roll, and the Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of Actual Costs, the purposes of the Improvement Area #2 Assessments, the special benefits of the Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, at the public hearing referenced in the preceding paragraph, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Improvement Area #2 Assessment Roll, or the levy of the Improvement Area #2 Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, at a meeting held on April 2, 2026, respectively, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Improvement Area #2 Assessment Roll and levied the Improvement Area #2 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #2 Assessments for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of the Major Improvements, and (3) the Bond Issuance Costs of the Bonds, including capitalized interest and funding a reserve fund for the payment of principal of and interest on the Bonds; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2 Project)" (the "*Bonds*"), such Bonds being payable solely from the Improvement Area #2 Assessments and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*");

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, and including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds Similarly Secured are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Cost(s)*" means, with respect to the Public Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City, including the acquisition of necessary easements and other right-of-way; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4.0% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts

expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"*Additional Interest*" means the amount collected by application of the Additional Interest Rate.

"*Additional Interest Rate*" means the additional 0.50% interest charged on the Improvement Area #2 Assessments as authorized by Section 372.018 of the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

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

"*Administrative Reserves*" means the estimated Annual Collection Costs associated with the first year of the District.

"*Annual Collection Costs*" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds; (6) investing or depositing Improvement Area #2 Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

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

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

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

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

"*Assessment Ordinance*" means Ordinance No. O-2026-0__ adopted by the City Council on April 2, 2026, that levied the Improvement Area #2 Assessments, and any additional ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on Assessed Property within Improvement Area #2 of the District, as shown on any Assessment Roll.

"*Assessed Property*" or "*Assessed Properties*" means property within Improvement Area #2 of the District that benefits from an Authorized Improvement and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan).

"*Assessment Revenues*" means the revenues received by the City from the collection of Improvement Area #2 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Improvement Area #2 Assessment Roll included in the Service and Assessment Plan as Exhibit F-2, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of Bonds Similarly Secured, or in connection with any Annual Service Plan Update.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means \$25,000 and any integral multiple of \$1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect.

"*Authorized Improvements*" means all costs to be paid with Assessments, including Public Improvements, Bond Issuance Costs and District Formation Expenses.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

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

"*Bond Ordinance*" means Ordinance No. O-2026-___ adopted by the City Council on April 2, 2026, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Certification for Payment*" means a certificate given pursuant to the Financing Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request funding for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached hereto as Exhibit B.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"Closing Date" _____ means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Comptroller" means the Comptroller of Public Accounts of the State.

"Continuing Disclosure Agreement of the Issuer" means the agreement executed between the Issuer, Administrator and the dissemination agent for the benefit of the Owners of the Bonds (including owners of beneficial interests of the Bonds), to provide, by certain dates prescribed in the Continuing Disclosure Agreement of the Issuer to provide periodic information and notices of material events regarding the Issuer in accordance with Securities and Exchange Commission Rule 15c2-12.

"Continuing Disclosure Agreement of the Managing Developer" means the agreement executed between the Managing Developer, Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Managing Developer agrees to provide certain information regarding the development of the District and the Improvement Area #2 Projects for the benefit of the owners of the Bonds.

"Continuing Disclosure Agreement of the Non-Managing Developer" means the agreement executed between the Non-Managing Developer, Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Non-Managing Developer agrees to provide certain information regarding the development of the District and the Improvement Area #2 Projects for the benefit of the owners of the Bonds.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquency & Prepayment Reserve Requirement" means an amount equal to 4.25% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #2 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

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

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Dallas, Texas and (ii) with respect to any successor Paying

Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means collectively the Managing Developer and the Non-Managing Developer, and their successors and assigns, which currently own the land within Improvement Area #2.

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

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Financing Agreement*" means the Prairie Winds Public Improvement District Financing Agreement between the City and the Managing Developer, dated as of October 21, 2024, as may have been or may be further amended and supplemented from time to time.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #2 Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Future Bonds*" means any Future Bonds issued pursuant to a separate indenture, subject to the conditions within Article V of the Financing Agreement, for a Future Improvement Area secured by Future Improvement Area Assessments levied on assessed parcels within the Future Improvement Area(s) to fund Authorized Improvements.

"*Future Improvement Area(s)*" means any Improvement Area so designated within the remaining approximately 134.707 acres of land within the District (the District less the acreage comprising Improvement Area #1 and Improvement Area #2) available to fund Public Improvements within a Future Improvement Area.

"*Future Improvement Area Assessments*" means the assessments levied on assessed parcels within the Future Improvement Area(s) to fund Public Improvements.

"*Improvement Area(s)*" means each improvement area within the District consisting of "Improvement Area #1" and "Improvement Area #2," and any Future Improvement Area in the Service and Assessment Plan, or any update thereto.

"*Improvement Area #2*" means the approximately 62.678 acres located within the District, as described in the Service and Assessment Plan.

"*Improvement Area #2 Assessed Property*" means property on which Improvement Area #2 Assessments have been levied as shown on the Improvement Area #2 Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #2 other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Improvement Area #2 Assessment Roll*" means the document attached as Exhibit F-2 to the Service and Assessment Plan, showing the total amount of the Improvement Area #2 Assessments, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"*Improvement Area #2 Assessments*" means the assessments levied against Improvement Area #2 Assessed Property in the District, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, and any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"*Improvement Area #2 Authorized Improvements*" means Improvement Area #2 Projects, Improvement Area #2's allocable share of District Formation Expenses and Bond Issuance Costs as calculated and described in the Service and Assessment Plan.

"*Improvement Area #2 Improvements*" means those Public Improvements that only benefit Improvement Area #2.

"*Improvement Area #2 Projects*" means Improvement Area #2 Improvements and Improvement Area #2's allocable share of the Major Improvements.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2026.

"*Investment Securities*" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Managing Developer*" means GRBK Edgewood LLC, a Texas limited liability company, and its successors and/or assigns.

"*Major Improvements*" mean the Authorized Improvements that benefit the entire District and are allocated pro rata to Improvement Area #1, Improvement Area #2 and the Future Improvement Area based on Estimated Buildout Value of Improvement Area #1, Improvement Area #2 and the Future Improvement Area at the time of the Service and Assessment Plan, Exhibit C-2 thereto. The Major Improvements are depicted on Exhibit I-2 of the Service and Assessment Plan.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"*Non-Managing Developer*" means Meritage Homes of Texas, LLC, an Arizona limited liability company and its successors and/or assigns.

"*Outstanding*" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Owner*" or "*Holder*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11. The term "*Owner*" or "*Holder*", when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the Improvement Areas, including Improvement Area #2, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds

description, or by lot and block number in a final subdivision plat recorded in the real property records of Williamson County or by any other means determined by the City.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or *"Persons"* means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

"Pledged Funds" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"Pledged Revenues" means, collectively, the (i) Assessment Revenues (excluding the portion of the Improvement Area #2 Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Improvement Area #2 Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Improvement Area #2 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Improvement Area #2.

"Prepayment Costs" means interest and expenses to the date of Prepayment, plus any additional expenses related to the Prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment.

"Project Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"Public Improvements" means the public improvements authorized by the PID Act, including the public improvements as described in Section III of the Service and Assessment Plan.

"Purchaser" means the initial purchaser of the Bonds.

"Quarter in Interest" means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a

conflicting manner, only the group of Owners with the greatest percentage of then Outstanding Bonds Similarly Secured (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"Rebatable Arbitrage" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"Rebate Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"Reimbursement Agreement" means the Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2) between the City and the Developer, dated as of April 2, 2026, as may have been or may be further amended and supplemented from time to time.

"Record Date" means the close of business on the 15th calendar day of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"Redemption Price" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"Refunding Bonds" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account Requirement" means 100% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance; provided, however, that such amount shall be reduced as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$[_____]. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"Reserve Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Improvement Area #2 Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Subaccount*" means any of the subaccounts established pursuant to Section 6.1 of this Indenture.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means Wilmington Trust, National Association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a

security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability and may rely upon the City's financial advisor to provide a determination as to the foregoing.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owner, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of the Major Improvements, and (3) the Bond Issuance Costs of the Bonds, including capitalized interest and funding a reserve fund for the payment of principal of and interest on the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;
- (c) a copy of the executed Financing Agreement and any amendments;
- (d) a copy of the executed Reimbursement Agreement and any amendments;
- (e) a copy of (i) a Continuing Disclosure Agreement of the Issuer between the City, the Administrator and the dissemination agent thereunder, (ii) a Continuing Disclosure Agreement of the Managing Developer between the Managing Developer, the Administrator and the dissemination agent thereunder, and (iii) a Continuing Disclosure Agreement of the Non-Managing Developer between the Non-Managing Developer, the Administrator and the dissemination agent thereunder;
- (f) a copy of this Indenture executed by the Trustee and the City;
- (g) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (h) an executed signature and no-litigation certificate of the City;

- (i) executed opinions of Bond Counsel and the City Attorney; and
- (j) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.
- (b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.
- (c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.
- (d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.
- (f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor, Mayor Pro-Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds and registered in the name of Cede & Co, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor, Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall destroy such Bonds and deliver a certificate of such destruction to the City.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed, or wrongfully taken, the City shall provide and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant will respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. **Mandatory Sinking Fund Redemption.**

(a) The Bonds maturing on September 1 in the years _____, _____, and _____, (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective sinking fund installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20____

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20____

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20____
Redemption Date Principal Amount

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select, in accordance with Section 4.5, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20__, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of \$1,000 by lot, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then

called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, WILLIAMSON COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 20____
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____%	_____, 20__	_____, 2026	_____

The City of Hutto, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____ or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1, and September 1, of each year, commencing September 1, 2026.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "*Designated Payment/Transfer Office*"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of April 15, 2026 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of the Major Improvements, and (3) the Bond Issuance Costs of the Bonds, including capitalized interest and funding a reserve fund for the payment of principal of and interest on the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

The City has reserved the right to issue Refunding Bonds and other obligations on the terms and conditions specified in the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$25,000 and any multiple of \$1,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$25,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture.

The Bonds maturing on September 1 in the years _____, _____, and _____ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20____

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20____

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20____
Redemption Date Principal Amount

†Final Maturity

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, a principal amount of Term Bonds of such maturity equal to the sinking fund installments of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20__, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and by lot, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture. If less than all Bonds are called for extraordinary optional

redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except

interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Refunding Bonds and Future Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, WILLIAMSON COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Hutto, Texas

Mayor, City of Hutto, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Wilmington Trust, National Association, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------

Section 5.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts and Subaccounts.

Fund: (i) The following Accounts are hereby created and established under the Bond

- (A) Principal and Interest Account; and
- (B) Capitalized Interest Account.

Reserve Fund: (ii) The following Accounts are hereby created and established under the

- (A) Reserve Account; and
- (B) Delinquency & Prepayment Reserve Account.

Project Fund: (iii) The following Accounts are hereby created and established under the

(A) Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund, each Account and each Subaccount created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured. Amounts on deposit in the Funds, Accounts and Subaccounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues to account properly for the payment of the Actual Costs of the Improvement Area #2 Authorized Improvements or to facilitate the payment or redemption for the Bonds Similarly Secured.

Section 6.2. Initial Deposits to Funds and Accounts.

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account of the Reserve Fund \$_____ which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account of the Project Fund: \$_____;
- (ii) to the Improvement Account of the Project Fund: \$_____;
- (iii) to the Capitalized Interest Account of the Bond Fund: \$_____; and
- (iv) to the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) Immediately upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, as set forth in the Service and Assessment Plan. Specifically, the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Improvement Area #2 Authorized Improvements, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(b) hereof and, on each March 1, beginning March 1, 2027, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(d) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, second, to replenish the Delinquency and Prepayment Reserve Requirement, and third, to the Redemption Fund.

(e) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Improvement Area #2 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds Similarly Secured, less any

amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

(d) Moneys in the Capitalized Interest Account of the Bond Fund shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 1, 20____	\$ _____

Any amounts on deposit to the Capitalized Interest Account of the Bond Fund after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Account of the Project Fund, or if the Improvement Account of the Project Fund has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem the Bonds, and the Capitalized Interest Account of the Bond Fund shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from all other Accounts of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such City Certificate shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) Except as provided in Section 6.5(d) and (f), money on deposit in the Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Account in reliance upon a Certification for Payment approved by the City.

(d) If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2 Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall, after providing the Developer with thirty (30) days notice of such determination, file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all of the Improvement Area #2 Projects have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #2 Projects are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(g) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred first to another Account or Subaccount in the Project Fund and used to pay Actual Costs of the Improvement Area #2 Projects then second to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the

Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) Subject to 6.3(a) herein, the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 1 of each year, commencing March 1, 2027, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer.

(c) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess:

(i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Project Fund to pay Actual Costs of the Improvement Area #2 Projects if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #2 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture,

to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the Wilmington U.S. Government Money Market Fund – Institutional Share Class, CUSIP No. 97181C605, pursuant to the terms set forth in the Fund Options Disclosure, Consent and Direction attached hereto as Exhibit C, and if such fund is no longer available, cash balances shall be held uninvested, until the Trustee is directed otherwise pursuant to a City Certificate.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for losses (including depreciation) arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebtable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebtable

Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Improvement Area #2 Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #2 Assessments against the property in Improvement Area #2 of the District from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Improvement Area #2 Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and amounts are due to the Developer under the Financing Agreement or Reimbursement Agreement to reimburse it for its funds it has contributed to pay Actual Costs of the Improvement Area #2 Authorized Improvements, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #2 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #2 Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #2 Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, or any Refunding Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, and Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #2 Assessments. The Trustee and holder or holders of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code;

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and,

(9) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(8), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs of the Improvement Area #2 Authorized Improvements on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #2 Authorized Improvements are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds Similarly

Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee shall not be liable except in connection with its performance of such duties..

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Owners against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making scheduled debt service payments prior to the occurrence of a default, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; or (v) any loss suffered in connection with any investment of funds.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically and expressly set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which

have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential loss or damages of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action, in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #2 Project. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Developer, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The

Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee, at the expense of the City, may request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note, or other evidence of indebtedness, resolution, direction, report, or other document or instrument provided to the Trustee in accordance with the terms of this Indenture that it shall believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City,

consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. Compensation.

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar.

Unless otherwise provided by contract with the Trustee, and subject to the limitations set forth above, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund prior to any Bonds Similarly Secured Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any

payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Owners of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate principal amount of

Bonds Similarly Secured then Outstanding.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of any outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

The City will cause to be filed all appropriate financing statements. If necessary, the Trustee, as directed in writing by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or an Owner, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at

all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of the Bonds Similarly Secured of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of Such Supplemental Indenture will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by Applicable Laws, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured; and

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Owners in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner

(whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, shall be mailed by first class mail by the Trustee to each Owner of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms

and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bonds Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. Waiver of Default.

Subject to Section 10.1, with the written consent of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Improvement Area #2 Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;
- (iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured then Outstanding; and
- (iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding hereunder and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited to recovery from the Trust Estate may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) In an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners

of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Owners of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Owners of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

The Trustee may, with the prior written consent of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond Similarly Secured shall bind all future Owners of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. Remedies Not Exclusive.

Subject to Section 11.2, no remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds Similarly Secured shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction. The Trustee shall be entitled to request and receive such directions in writing and shall have no responsibility or liability for any losses or damages of any nature that

may arise from any action taken or not taken by the Trustee in accordance with such written direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject ____ to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #2 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Other Obligations or Other Liens; Refunding Bonds; Future Bonds.

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) The City reserves the right to issue Future Bonds for any purpose permitted by the PID Act, pursuant to a separate indenture, for any Future Improvement Areas subject to the conditions of the Financing Agreement and the Reimbursement Agreement.

(d) Notwithstanding anything to the contrary herein no Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. **Bonds Similarly Secured Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Trust Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such

redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer

authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. No Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, or email, and addressed as follows:

If to the City

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634
Attn: City Manager
Telephone: 512-759-4031
E-Mail: james.earp@huttoTX.gov

If to the Trustee
Or the Paying Agent/Registrar

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248
Attn: Parker Merritt
Telephone: 714-384-4174
E-Mail: pmerritt@wilmingtontrust.com

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws; Jurisdiction.

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

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. Boycotts and Foreign Business Engagements.

(a) The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Indenture. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary. Notwithstanding anything in this Indenture to the contrary, the Issuer reserves and retains all rights and remedies at law and in equity for pursuit and recovery of damages, if any.

(b) Not a Sanctioned Company. The Trustee 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, Government Code. The foregoing representation excludes the Trustee 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.

(c) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(d) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(e) No Boycott of Energy Companies. The Trustee 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 Indenture. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 15.12. Electronic Storage.

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Attest:

Laura Hallmark, City Secretary

(CITY SEAL)

City Signature Page to Indenture of Trust

Wilmington Trust, National Association,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

EXHIBIT A

**DESCRIPTION OF THE PROPERTY WITHIN
THE PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT**

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 62.678 ACRE TRACT OF LAND OUT OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, AND THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 263.021 ACRE TRACT OF LAND AS CONVEYED TO GRBK EDGEWOOD LLC AND MERITAGE HOMES OF TEXAS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023089401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 62.678 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 "BGE INC" set at the northwest corner of the remaining portion of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by warranty deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, at an interior corner of the above described 263.021-acre tract, for an interior corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with a northeasterly line of said 263.021-acre tract and the southwesterly line of said Walker remainder tract, S 21°37'44" E a distance of 759.92 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract;

THENCE, leaving the southwesterly line of said Walker remainder tract, over and across said 263.021-acre tract, S 68°22'16" W a distance of 126.23 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, N 79°55'05" W a distance of 260.42 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, S 82°22'10" W a distance of 304.52 feet to 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, S 69°33'22" W a distance of 90.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 35°07'34" W a distance of 85.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

Page 1 of 9

\\bginc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, N 83°08'58" W a distance of 513.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021-acre tract, S 68°20'15" W a distance of 318.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southwesterly line of said 263.021-acre tract and northeasterly line of Lot 107, Block B of Mustang Creek, Phase 8 a subdivision as recorded in Document Number 2022091992 of the Official Public Records of Williamson County, Texas for the southwest corner of the herein described tract;

THENCE, with the southwesterly line of said 263.021-acre tract and northeasterly line of said Lot 107, Block B, N 21°39'45" W a distance of 495.52 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most westerly corner of the herein described tract;

THENCE, leaving the northeasterly line of said Lot 107, Block B, over and across said 263.021-acre tract, N 68°28'41" E a distance of 199.13 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 105.04 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 34.39 feet, having a radius of 52.50 feet, a central angle of 37°31'55" and a chord which bears N 47°33'49" E a distance of 33.78 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 8.66 feet, having a radius of 12.50 feet, a central angle of 39°42'54" and a chord which bears N 48°39'19" E a distance of 8.49 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 1.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

Page 2 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 35.34 feet, having a radius of 22.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 31.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 97.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 610.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 175.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 7.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the right, for an interior corner of the herein described tract;

Page 3 of 9

\\bginc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 66°29'14" W a distance of 17.68 feet to 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 107.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

Page 4 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 339.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said 263.021-acre tract, N 10°38'36" E a distance of 43.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the right, for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 78.29 feet, having a radius of 1,185.00 feet, a central angle of 03°47'08" and a chord which bears N 81°39'23" W a distance of 78.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 10°14'11" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said 263.021-acre tract, N 10°14'10" E a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 446.99 feet, having a radius of 1,010.00 feet, a central angle of 25°21'25" and a chord which bears N 87°33'28" E a distance of 443.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the right, an arc distance of 18.25 feet, having a radius of 12.50 feet, a central angle of 83°38'00" and a chord which bears S 63°18'14" E a distance of 16.67 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 6.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 70.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northeast corner of the herein described tract;

Page 5 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 95.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.43 feet, having a radius of 12.50 feet, a central angle of 89°03'26" and a chord which bears S 66°00'57" E a distance of 17.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of compound curvature;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 5.65 feet, having a radius of 1,130.00 feet, a central angle of 00°17'11" and a chord which bears N 69°18'44" E a distance of 5.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 20°49'52" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at beginning of a non-tangent curve to the left, for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 4.62 feet, having a radius of 1,185.00 feet, a central angle of 0°13'25" and a chord which bears S 69°16'51" W a distance of 4.62 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of compound curvature;

THENCE, along said curve to the left, an arc distance of 19.83 feet, having a radius of 12.50 feet, a central angle of 90°52'47" and a chord which bears S 23°57'10" W a distance of 17.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 213.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

Page 6 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 215.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 23°30'46" W a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set a point of tangency;

Page 7 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Final\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 139.40 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 416.26 feet, having a radius of 265.00 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 374.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 12.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears N 23°30'46" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 21°29'14" W a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 55.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 4.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, continuing over and across said 263.021-acre tract, along said curve to the left, an arc distance of 19.63 feet, having a radius of 12.50 feet, a central angle of 90°00'00" and a chord which bears S 66°29'14" E a distance of 17.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 5.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

Page 8 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

GRBK Edgewood
Lidell Walker Phase 3
62.678 Acres

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 70.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, N 68°30'46" E a distance of 102.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

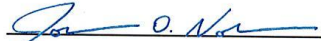
THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 485.05 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°30'46" W a distance of 5.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 21°29'14" E a distance of 175.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said 263.021-acre tract, S 68°32'53" W a distance of 356.44 feet to the **POINT OF BEGINNING** and containing 62.678 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83, There is a plat of survey with like job number and date.


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500



08/01/2025
Date

Date: December 19, 2024
Project Number: 11489-01

Page 9 of 9

\\bgeinc\data\TXC\Projects\WayMaker\11685-00-Lidell_Walker_Ph_3\SV\04_Finals\MB\Plat\11685-01_Lidell-Walker_Ph3_62.678Ac-FN.docx

EXHIBIT B

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Prairie Winds)

CERTIFICATION FOR PAYMENT FORM NO.

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

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

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity under common control with the Construction

Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.]***[Include bracketed language if final progress payment for such Authorized Improvement]***

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement]***

(Signature pages follow)

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

GRBK Edgework LLC
MANAGING DEVELOPER

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from the appropriate account of the Project Fund to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

ATTACHMENT A

TO CERTIFICATION FOR PAYMENT FORM NO. _____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B

TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C

TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

Invoice Ledger Entity: GRBK Edgework LLC, Managing Director Project: Prairie Winds Public Improvement District								
Certification of Payment Form No.	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub- Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D

TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

EXHIBIT C
FUND OPTIONS DISCLOSURE, CONSENT AND DIRECTION

[to be attached]

FUND OPTIONS DISCLOSURE, CONSENT AND DIRECTION

Account

Name: City of Hutto Prairie Winds PID IA#2 (“Account”)

The undersigned issuer, borrower or other authorized person (“Client”), with respect to the Account designated above, hereby delivers this Fund Options Disclosure, Consent and Direction (“Direction”) to Wilmington Trust, National Association (“Bank”) and its affiliates, as applicable, as of the date indicated on the signature page hereto.

Client hereby authorizes and directs Bank to invest the current and future Account cash balances in one or more of the money market mutual funds (“Funds”) selected on the attached Appendix A (“Fund Menu”).

Bank shall from time to time sweep all future cash balances in the Account into the selected Fund unless and until Client instructs Bank otherwise in writing.

Disclosure: Bank acts on the Client’s instruction herein, and solely as the Client’s agent, when investing in Funds. All investments in Funds and other decisions are made solely by Client in consultation with its own professional advisors. Bank is not a fiduciary to Client, is not recommending any Fund or share class to Client or providing any investment advice to Client. Each Fund is offered solely by such Funds’ prospectus, which lists the share classes available for such Fund and the expenses of investing in such share classes. Client should determine which Fund is most suitable for it. Bank does not provide tax, legal or accounting advice to Client, and Client is responsible for consulting with professionals in those areas before executing this instruction.

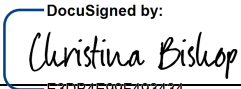
Bank will receive payments for investments in Funds from the respective Fund, its distributor, its manager, or their respective affiliates. Wilmington U.S. Treasury Money Market Fund and Wilmington U.S. Government Money Market Fund (“Wilmington Trust Funds”) are Funds advised, sponsored or otherwise serviced by Bank or its affiliates, and for such Wilmington Trust Funds, Bank and its affiliates will receive as payments most or all of the amounts constituting the applicable net expense ratio. For Funds other than Wilmington Trust Funds, payments the Bank is eligible to receive vary by Fund and by share class. These payments to the Bank are allocable from the management fees or service fees set forth in the Funds’ prospectus, and such fees should be considered in any selection you make.

With respect to the Wilmington Trust Funds, which are advised, sponsored or otherwise serviced by Bank or its affiliates, Bank and/or its affiliates will receive direct or indirect benefits, financial or otherwise, in connection with investments in such funds. The receipt of such benefits creates an incentive to make the Wilmington Funds available to Client as compared to those otherwise available in the marketplace.

With respect to certain of the Funds, Bank and its affiliates may provide investment management, shareholder services, administrative services, services under 12b-1 plans and other services to Funds and may be entitled to receive payments from such Funds or their distributors, managers or investment advisors for any such services that it provides to Funds, which payments may be in addition to the payments to Bank or its affiliates described in the foregoing paragraphs. Payments received by Bank or its affiliates from or with respect to the Funds may create an incentive for the Bank to make shares of the Funds available to the Account.

Client hereby acknowledges the terms of the above disclosure, and Client hereby certifies to Bank that: (i) Client is authorized and permitted under any agreements or documents governing the Account ("Account Documents") to execute and deliver this Direction and this Direction does not violate any terms of the Account Documents, including, without limitation, any eligible investments or similar requirements, (ii) Client has received and reviewed the prospectus for any Fund selected above and Client and the Account, as applicable, are qualified under the terms of such prospectus to invest or be invested in such Fund, including, without limitation, respecting any U.S. or other domicile requirements and any institutional or qualified investor requirements or restrictions, and (iii) Client is not formed under or subject to the Employee Retirement Income Security Act of 1974 ("ERISA").

Client further acknowledges that Bank has not reviewed the Account Documents to determine whether this Direction violates any eligible investments or similar requirements applicable to the Account. Bank shall be fully indemnified by Client for any action or inaction taken by Bank pursuant to this Direction or any related document.

By  E3DB4E99F493434...
Name Christina Bishop
Title: Assistant Finance Director
Date: 3-16-2026

Appendix A

Fund Name	NASDAQ	CUSIP	Sweep	Links to Documentation	
				Fact Sheet	Prospectus
Select One					
Treasury Only					
BlackRock Treasury Trust Fund	BITXX	09248U452	☐	Fact Sheet	Prospectus
JPMorgan 100% U.S. Treasury Securities Money Market Fund	VPIXX	4812A2843	☐	Fact Sheet	Prospectus
Morgan Stanley Institutional Liquidity Funds Treasury Securities Portfolio	MNVXX	61747C483	☐	Fact Sheet	Prospectus
Treasury & Repurchase Agreements					
BlackRock T-Fund	BTAXX	09248U676	☐	Fact Sheet	Prospectus
Federated Hermes Treasury Obligations Fund	TOCXX	60934N823	☐	Fact Sheet	Prospectus
GS Financial Square Treasury Obligations Fund	GPOXX	38141W281	☐	Fact Sheet	Prospectus
JPMorgan U.S. Treasury Plus Money Market Fund	AJTXX	4812C2742	☐	Fact Sheet	Prospectus
Morgan Stanley Institutional Liquidity Funds Treasury Portfolio	MTNXX	61747C574	☐	Fact Sheet	Prospectus
Wilmington U.S. Treasury Money Market Fund (2)	WTIXX	97181C316	☐	Fact Sheet	Prospectus
Government & Agency					
BlackRock FedFund	BLFXX	09248U445	☐	Fact Sheet	Prospectus
Federated Hermes Government Obligations Fund	GOCXX	608919809	☐	Fact Sheet	Prospectus
GS Financial Square Government Fund	GPGXX	38141W240	☐	Fact Sheet	Prospectus
JPMorgan U.S. Government Money Market Fund	OGAXX	4812C0662	☐	Fact Sheet	Prospectus
Morgan Stanley Institutional Liquidity Funds Government Portfolio	MVVXX	61747C806	☐	Fact Sheet	Prospectus
Wilmington U.S. Government Money Market Fund (2)	WGOXX	97181C605	☒	Fact Sheet	Prospectus

Review the linked facts sheets and prospectuses for each available fund prior to selection. Table designates the selection of the Sweep. If more than one fund is requested, an additional appendix can be provided. Additional fund selections are manually traded.

EXHIBIT B
BOND PURCHASE AGREEMENT

\$(6,947,000)
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

BOND PURCHASE AGREEMENT

April [2], 2026

City of Hutto, Texas
500 West Live Oak Street
Hutto, Texas 78634

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Hutto, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and Wilmington Trust, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$(6,947,000.00) aggregate principal amount of the City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) (the “Bonds”), at a purchase price of \$[] (representing the aggregate principal amount of the Bonds, less an original issue discount of \$[], less an Underwriter’s Discount of \$[]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length

commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #2 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated April 28, 2026 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on April 28, 2026 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on April [2], 2026 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of April 1, 2026, between the City and the Trustee, authorizing the issuance of the Bonds (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the “Assessments”) levied on the assessable parcels within Improvement Area #2 of the Prairie Winds Public Improvement District (the “District”). The District was established by a resolution (the “Creation Resolution”), enacted by the City Council on July 6, 2023, in accordance with the Act. The Assessments were levied in accordance with an amended and restated service and assessment plan, adopted by the City Council on April [2], 2026, as subsequently amended (the “Service and Assessment Plan”), pursuant to an ordinance (the “Assessment Ordinance” and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (1) the Actual Costs

of the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of the Major Improvements, and (3) the Bond Issuance Costs of the Bonds, including capitalized interest funding a reserve fund for the payment of principal of and interest on the Bonds.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. *Definitions.* For purposes of this Paragraph, the following definitions apply:

(i) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) “*Participating Underwriter*” means (A) any person that agrees pursuant to a written contract with the City to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) “*Sale Date*” means the date of execution of this Purchase Agreement by all parties.

b. *Issue Price Certificate.* The Underwriter, agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Appendix B*, with

such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds.

c. *Substantial Amount Test.* The City will treat the first price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "*Substantial Amount Test*") as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Purchase Agreement, the Underwriter will report to the City the price or prices at which the Participating Underwriters have offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

d. *Hold-The-Price Restriction.* The Underwriter agrees, on behalf of the Participating Underwriters, that each Participating Underwriter will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such a Maturity to the Public at a price that is no higher than the Initial Offering Price of such Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph, the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-The-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-The-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-The-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating

Underwriter to comply with its corresponding agreement regarding the Hold-The-Price Restriction as applicable to the Bonds.

e. *Agreements Among Participating Underwriters.* The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires, and

f. *Sale to Related Party not a Sale to the Public.* The Participating Underwriters acknowledge that sales of any Bonds to any person that is a Related Party to a Participating Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to a Participating Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction. The Underwriter will notify the Issuer if any of the Hold-the-Price Maturities are allotted to a Participating Underwriter or sold or allotted to a Related Party of the Underwriter.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated March [], 2025, (the “Preliminary Limited Offering

Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to

Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” and “— Developers as Homebuilders,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “THE IMPROVEMENT AREA #2 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPERS,” “PID ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developers, The Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developers,” “CONTINUING DISCLOSURE — The Developers” and “— The Developers’ Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2,” “APPENDIX E-3” and “APPENDIX H.” If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the “Prairie Winds Public Improvement District Financing Agreement,” dated October 21, 2024 (the “Financing Agreement”) executed and delivered by the City and GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer”), with Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”) consenting thereto;

(4) the “Development Agreement” dated October 2, 2021, as amended by the First Amendment to Development Agreement, dated as of August 17, 2023 (the “Development Agreement”), executed and delivered by the City, WMV North Hutto, LLC (the “Original Owner”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing developer;

(5) the “Continuing Disclosure Agreement of Issuer” with respect to the Bonds, dated as of April 1, 2026 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC, (the “PID Administrator”) and Wilmington Trust, National Association, as dissemination agent;

(6) the “Managing Developer Landowner Agreement,” dated April [2], 2026 (the “Managing Developer Landowner Agreement”) executed and delivered by and the City and the Managing Developer;

(7) the “Non-Managing Developer Landowner Agreement,” dated April [2], 2026 (the “Non-Managing Developer Landowner Agreement”), executed and delivered by the City and the Non-Managing Developer; and

(8) the “Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2),” dated April [2], 2026 (the “Reimbursement Agreement”), executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto.

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) the Development Agreement, (5) the Continuing Disclosure Agreement of Issuer, (6) the Managing Developer Landowner Agreement, (7) the Non-Managing Developer Landowner Agreement, (8) the Reimbursement Agreement, and (9) the Limited Offering Memorandum (the documents described by subclauses (1) through (9) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the

Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited

Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City

to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Municipal Advisor. The City has engaged Hilltop Securities Inc. as its municipal advisor (the “Municipal Advisor”) in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Managing Developer Letter of Representations and Non-Managing Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive (a) from the Managing Developer an executed Managing Developer Letter of Representations (the “Managing Developer Letter of Representations”) in the form of Appendix A-1 hereto, and (b) from the Non-Managing Developer an executed Non-Managing Developer Letter of Representations (the “Non-Managing Developer Letter of Representations”) in the form of Appendix A-2 hereto. At the Closing, the City and the Underwriter shall receive (a) a certificate signed by the Managing Developer as set forth in Section 10(e) hereof (the “Managing Developer Closing Certificate”), and (b) a certificate signed by the Non-Managing Developer as set forth in Section 10(e) hereof (the “Non-Managing Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein, in the Managing Developer Letter of Representations, and in the Non-Managing Developer Letter of Representations, and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City

of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developers as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP ("Developers' Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developers described in the Managing Developer Letter of Representations, the Non-Managing Developer Letter of Representations, the Financing Agreement, the Development Agreement, the Joint Ownership and Development Agreement, dated as of October 26, 2023 (the "JODA"), between the Managing Developer and the Non-Managing Developer, the Managing Developer Landowner Agreement, the Non-Managing Developer Landowner Agreement, the Reimbursement Agreement, the Continuing Disclosure Agreement of Managing Developer with respect to the Bonds, dated as of April 1, 2026, executed and delivered by the Managing Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association as dissemination agent (the "Continuing Disclosure Agreement of Managing Developer"), and the Continuing Disclosure Agreement of Non-Managing Developer with respect to the Bonds, dated as of April 1, 2026, executed and delivered by the Non-Managing Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association as dissemination agent (the "Continuing Disclosure Agreement of Non-Managing Developer" and, together with the Managing Developer Letter of Representations, the Non-Managing Developer Letter of Representations, the Financing Agreement, the Development Agreement, the JODA, the Managing Developer Landowner Agreement, the Non-Managing Developer Landowner Agreement, the Reimbursement Agreement and the Continuing Disclosure Agreement of the Managing Developer, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #2 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developers shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely

impact the ability of the Developers to pay the Assessments when due or complete the Improvement Area #2 Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect

that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture need to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other

authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, Service and Assessment Plan, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, the Service and Assessment Plan, and the Bond Ordinance (collectively, the foregoing

documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of Bojorquez Law Firm, the attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinions of Developers’ Counsel. Opinions of (i) Developers’ Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, and the Trustee.

e. Developers Closing Certificates. The Managing Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Managing Developer in substantially the form of Appendix E-1 hereto, and the Non-Managing Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Non-Managing Developer in substantially the form of Appendix E-2 hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and

collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Norton Rose Fulbright US LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited

Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Hilltop Securities Inc., as municipal advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond April [2], 2026, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of April 28, 2026, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any

information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer, the Continuing Disclosure Agreement of Managing Developer, and the Continuing Disclosure Agreement of Non-Managing Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1, Appendix E-2 and Appendix E-3.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated as of January 13, 2026.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City,

Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds and (ii) the Assessment Ordinance, including the legal description of the property within the District, the Assessment Roll and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed have been filed of record in the real property records of Williamson County, Texas.

s. Developers Organizational Documents. The Managing Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Managing Developer's organizational documents, (ii) a Certificate of Fact from the Texas Secretary of State for the Managing Developer, and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Managing Developer, and the Non-Managing Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Non-Managing Developer's organizational documents, (ii) a Certificate of Good Standing from the Arizona Secretary of State for the Non-Managing Developer, and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Non-Managing Developer.

t. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the

City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Municipal Advisor, the Trustee's counsel, Bond Counsel, Developer's General Counsel, Developer's Special Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Hutto, 500 W. Live Oak St., Hutto, Texas 78634, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds

pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Williamson County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter 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, Government Code. The foregoing representation excludes the Underwriter 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.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code..

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Hutto, Texas

By: _____
Mike Snyder, Mayor

SCHEDULE I

[\$6,947,000]

CITY OF HUTTO, TEXAS

(a municipal corporation of the State of Texas located in Williamson County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026

(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

Interest Accrues From: Closing Date

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (c) (d)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (b) (c) (d)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP _____ (a) (b) (c) (d)

- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Municipal Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 1, 20 __, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (d) The Bonds maturing September 1, 20 __, September 1, 20 __, September 1, 20 __ and September 1, 20 __ are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedules:

\$674,000 Bonds Maturing September 1, 20 __

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20 __	\$
September 1, 20 __	
September 1, 20 __	
September 1, 20 __	
September 1, 20 __ †	

† Stated Maturity

\$825,000 Bonds Maturing September 1, 20 __

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20 __	\$
September 1, 20 __	
September 1, 20 __	
September 1, 20 __	
September 1, 2035†	

† Stated Maturity

\$2,365,000 Bonds Maturing September 1, 20

Sinking Fund

Redemption Date

Installment

September 1, 20__

\$

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__ †

† Stated Maturity

\$6,946,000 Bonds Maturing September 1, 20

Sinking Fund

Redemption Date

Installment

September 1, 20__

\$

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__

September 1, 20__ †

† Stated Maturity

APPENDIX A-1

FORM OF MANAGING DEVELOPER LETTER OF REPRESENTATIONS

[\$6,947,000]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

MANAGING DEVELOPER LETTER OF REPRESENTATIONS

April [2], 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Hutto, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$[6,947,000] “City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer”), makes the representations, warranties, and covenants contained in this Managing Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Managing Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Managing Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Managing Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Managing Developer Letter of Representations, up to and including the date the Underwriter is no longer

required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Managing Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Managing Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Managing Developer Letter of Representations and any certificate delivered by the Managing Developer in accordance with the Bond Purchase Agreement, the Managing Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “—Status of Development,” and “— Developers as Homebuilders” (only as it pertains to the Managing Developer), “THE IMPROVEMENT AREA #2 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS” (only as it pertains to the Managing Developer), and, to the Managing Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Managing Developer, the Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developers,” (only as it pertains to the Managing Developer) “CONTINUING DISCLOSURE — The Developers” and “ — The Developers’ Compliance with Prior Undertakings,” (only as it pertains to the Managing Developer) “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-2,” “APPENDIX F,” and “APPENDIX G” (collectively, the “Managing Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Managing Developer Documents. The Managing Developer has executed and delivered each of the below listed documents (individually, a “Managing Developer Document” and collectively, the “Managing Developer Documents”) in the capacity provided for in each such Managing Developer Document, and each such Managing Developer Document constitutes a valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms:

- a. this Managing Developer Letter of Representations;
- b. the Financing Agreement, executed and delivered by the City and the Managing Developer, with Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”) consenting thereto;
- c. the Development Agreement, executed and delivered by the City, WMV North Hutto, LLC (the “Original Owner”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing developer;

d. the Joint Ownership and Development Agreement, between the Managing Developer and the Non-Managing Developer;

e. the Continuing Disclosure Agreement of Managing Developer, executed and delivered by the Managing Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association, as dissemination agent;

f. the Managing Developer Landowner Agreement, dated April [2], 2026, executed and delivered by and the City and the Managing Developer; and

g. the Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2), dated April [2], 2026, executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto.

The Managing Developer has complied in all material respects with all of the Managing Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Managing Developer under the Managing Developer Documents on or prior to the date hereof.

The representations and warranties of the Managing Developer contained in the Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Managing Developer Representations, Warranties and Covenants. The Managing Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Managing Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Managing Developer provided by the Managing Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Managing Developer Documents by Managing Developer does not violate any judgment, order, writ, injunction or decree binding on Managing Developer or any indenture, agreement, or other instrument to which the Managing Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Managing Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Managing Developer to perform its obligations under the Managing Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Managing Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Managing Developer represents and warrants that the information set forth in the Managing Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Managing Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Managing Developer's knowledge, no "Event of Default" or "event of default" by the Managing Developer under any of the Managing Developer Documents or under any material documents relating to the financing and construction of the Improvement Area #2 Projects to which the Managing Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Managing Developer, has occurred and is continuing.

5. Indemnification.

a. The Managing Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Managing Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to

notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Managing Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Managing Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Managing Developer Letter of Representations will be binding upon the Managing Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Managing Developer Letter of Representations.

[Signature page follows.]

GRBK Edgewood LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

APPENDIX A-2

FORM OF NON-MANAGING DEVELOPER LETTER OF REPRESENTATIONS

[\$6,947,000]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

**NON-MANAGING DEVELOPER LETTER OF
REPRESENTATIONS**

April [2], 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Hutto, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$[6,947,000] “City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), makes the representations, warranties, and covenants contained in this Non-Managing Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Non-Managing Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Non-Managing Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Non-Managing Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Non-Managing Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Non-Managing Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Non-Managing Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Non-Managing Developer Letter of Representations and any certificate delivered by the Non-Managing Developer in accordance with the Bond Purchase Agreement, the Non-Managing Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “—Status of Development,” and “— Developers as Homebuilders” (only as it pertains to the Non-Managing Developer), “THE IMPROVEMENT AREA #2 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS” (only as it pertains to the Non-Managing Developer), and, to the Non-Managing Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Non-Managing Developer, the Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developers,” (only as it pertains to the Non-Managing Developer) “CONTINUING DISCLOSURE — The Developers” and “ — The Developers’ Compliance with Prior Undertakings,” (only as it pertains to the Non-Managing Developer) “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-3,” “APPENDIX F” and “APPENDIX G” (collectively, the “Non-Managing Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Non-Managing Developer Documents. The Non-Managing Developer has executed and delivered each of the below listed documents (individually, a “Non-Managing Developer Document” and collectively, the “Non-Managing Developer Documents”) in the capacity provided for in each such Non-Managing Developer Document, and each such Non-Managing Developer Document constitutes a valid and binding obligation of the Non-Managing Developer, enforceable against the Non-Managing Developer in accordance with its terms:

- a. this Non-Managing Developer Letter of Representations;
- b. the Financing Agreement, executed and delivered by the City and the Managing Developer, with the Non-Managing Developer consenting thereto;

- c. the Development Agreement, executed and delivered by the City, WMV North Hutto, LLC (the “Original Owner”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing developer;
- d. the Joint Ownership and Development Agreement, between the Non-Managing Developer and the Non-Managing Developer;
- e. the Continuing Disclosure Agreement of Non-Managing Developer, executed and delivered by the Non-Managing Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association, as dissemination agent;
- f. the Non-Managing Developer Landowner Agreement, dated April [2], 2026, executed and delivered by the City and the Non-Managing Developer; and
- g. the Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2) executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto.

The Non-Managing Developer has complied in all material respects with all of the Non-Managing Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Non-Managing Developer under the Non-Managing Developer Documents on or prior to the date hereof.

The representations and warranties of the Non-Managing Developer contained in the Non-Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Non-Managing Developer Representations, Warranties and Covenants. The Non-Managing Developer represents, warrants, and covenants to the City and the Underwriter that:

- a. Due Organization and Existence. The Non-Managing Developer is duly formed and validly existing as a limited liability company under the laws of the State of Arizona.
- b. Organizational Documents. The copies of the organizational documents of the Non-Managing Developer provided by the Non-Managing Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.
- c. No Breach. The execution and delivery of the Non-Managing Developer Documents by Non-Managing Developer does not violate any judgment, order, writ, injunction or decree binding on Non-Managing Developer or any indenture, agreement, or other instrument to which the Non-Managing Developer is a party.
- d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending

or threatened in writing before any court or administrative agency against the Non-Managing Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Non-Managing Developer to perform its obligations under the Non-Managing Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Non-Managing Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Non-Managing Developer represents and warrants that the information set forth in the Non-Managing Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Non-Managing Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Non-Managing Developer's knowledge, no "Event of Default" or "event of default" by the Non-Managing Developer under any of the Non-Managing Developer Documents or under any material documents relating to the financing and construction of the Improvement Area #2 Projects to which the Non-Managing Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Non-Managing Developer, has occurred and is continuing.

5. Indemnification.

a. The Non-Managing Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Non-Managing Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and

will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Non-Managing Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Non-Managing Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Non-Managing Developer Letter of Representations will be binding upon the Non-Managing Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Non-Managing Developer Letter of Representations.

[Signature page follows.]

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

APPENDIX B

[\$6,947,000]

CITY OF HUTTO, TEXAS

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026

(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. (“Purchaser”), with respect to the City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) issued by the City of Hutto, Texas (“Issuer”) in the principal amount of \$[6,947,000] (“Bonds”), hereby certifies, based on its records and information, as follows:

(a) The first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Official Statement relating to the Bonds.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Remainder of this page intentionally left blank.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

FMSbonds, Inc.,
as Underwriter

By: _____

Name:

Title:

Dated: April 28, 2026

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF BOJORQUEZ LAW FIRM]

April 28, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

\$[6,947,000]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

Ladies and Gentlemen:

We are the Attorney for the City of Hutto, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$[6,947,000] “City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. O-2026-____ and enacted by the City Council of the City (the “City Council”) on April [2], 2026 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of April 1, 2026 (the “Indenture”) by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

- (a) The Resolution No. R-2023-140 (the “Creation Resolution”) enacted by the City Council on July 6, 2023;
- (b) The Ordinance No. O-2026-____ accepted and approved by City Council on April [2], 2026 (the “Assessment Ordinance”), and the Service and Assessment Plan attached as an exhibit thereto;
- (c) The Bond Ordinance;

- (d) The Indenture;
- (e) the “Prairie Winds Public Improvement District Financing Agreement,” dated October 21, 2024 (the “Financing Agreement”) executed and delivered by the City and GRBK Edgewood LLC, an Texas limited liability company (the “Managing Developer”), with Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”) consenting thereto;
- (f) the “Development Agreement” dated October 2, 2021, as amended by the First Amendment to Development Agreement, dated as of August 17, 2023 (the “Development Agreement”), executed and delivered by the City, WMV North Hutto, LLC (the “Original Owner”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing Developer; and
- (g) The “Continuing Disclosure Agreement of the Issuer” with respect to the Bonds, dated as of April 1, 2026 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC as PID Administrator and Wilmington Trust, National Association (the “Continuing Disclosure Agreement of Issuer”).
- (h) The “Managing Developer Landowner Agreement, dated April [2], 2026 (the “Managing Developer Landowner Agreement”) executed and delivered by and the City and the Managing Developer.
- (i) The “Non-Managing Developer Landowner Agreement,” dated April [2], 2026 (the “Non-Managing Developer Landowner Agreement”), executed and delivered by the City and the Non-Managing Developer.
- (j) The “Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2),” dated April [2], 2026 (the “Reimbursement Agreement”), executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations

required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior

Undertakings” and “APPENDIX A” is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

DOROTHY PALUMBO

ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF DEVELOPER'S COUNSEL]

April 28, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Bojorquez Law Firm
11675 Jollyville Road, Suite 300,
Austin, TX 78759

\$[6,947,000]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

Ladies and Gentlemen:

We have acted as special counsel to GRBK Edgewood LLC, a Texas limited liability company (the “*Managing Developer*”), and Meritage Homes of Texas, LLC, an Arizona limited liability company (the “*Non-Managing Developer*” and, together with the Managing Developer, the “*Developers*”), and in connection with the issuance and sale by the City of Hutto, Texas (the “*Issuer*”), of \$[6,947,000] City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) (the “*Bonds*”), pursuant to the Indenture of Trust dated as of April 1, 2026 (the “*Indenture*”), by and between the Issuer and Wilmington Trust, National Association, as trustee (the “*Trustee*”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Prairie Winds” (the “*Development*”) located in the City of Hutto, Texas.

The Bonds are being sold to FMSbonds, Inc. (the “*Underwriter*”), pursuant to that certain Bond Purchase Agreement dated April [2], 2026 (the “*Bond Purchase Agreement*”), between the Issuer and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) the following documents (collectively, the “*Material Documents*”):

- (1) the Financing Agreement, executed and delivered by the City and Managing Developer, with the Non-Managing Developer consenting thereto;
- (2) the Continuing Disclosure Agreement of the Developer;
- (3) the Development Agreement, executed and delivered by the City, WMV North Hutto, LLC (the “*Original Owner*”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing Developer;
- (4) the Bond Purchase Agreement;
- (5) the Managing Developer Letter of Representations dated April [2], 2026;
- (6) the Non-Managing Developer Letter of Representations dated April [2], 2026;
- (7) the Joint Ownership and Development Agreement, between the Managing Developer and the Non-Managing Developer;
- (8) the Managing Developer Landowner Agreement, dated April [2], 2026, executed and delivered by and the City and the Managing Developer;
- (9) the Non-Managing Developer Landowner Agreement, dated April [2], 2026, executed and delivered by the City and the Non-Managing Developer; and
- (10) the Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2), dated April [2], 2026, executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto.

(b) The General Certificate of the Managing Developer, the General Certificate of the Non-Managing Developer, the Closing Certificate of Managing Developer, and the Closing Certificate of Non-Managing Developer, each dated as of the date hereof (the “*Closing Certificates of Developers*”);

(c) The Preliminary Limited Offering Memorandum, dated March [___], 2026 relating to the issuance of the Bonds (the “*Preliminary Limited Offering Memorandum*”);

(d) The final Limited Offering Memorandum, dated April [2], 2026, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the “*Limited Offering Memorandum*”); and

(e) Such other documents, records, agreements and certificates of the Developers as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developers, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports, and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developers): (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the Developers) and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto (other than the Developers), (ii) that all of the parties (other than the Developers) to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developers to execute, deliver, and perform its obligations under the Material Documents), (iii) that each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developers in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developers) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts, or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developers) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developers) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Issuer nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Managing Developer is (i) a limited liability company, (ii) validly existing under the laws of the State of Texas and (iii) in good standing under the laws of the State of Texas, and the Non-Managing Developer is (i) a limited liability company, (ii) validly existing under the laws of the State of Arizona, (iii) authorized to do business in the State of Texas, and (iv) in good standing under the laws of the State of Arizona.

2. The Developers have the full legal right, power, and authority to execute, deliver, and perform their obligations, as applicable, under each of the Material Documents to which they are a party and have taken all necessary actions to authorize the execution, distribution, and delivery by the Developers of such Material Documents and the performance by the Developers of such obligations.

3. The execution and delivery by the Developers of the Material Documents and the performance by the Developers of their obligations under the Material Documents will not, to our knowledge, (i) violate any applicable law, statute, rule, or regulation applicable to the Developers under the laws of the State of Texas; (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Closing Certificates of the Developers or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developers, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developers to perform their obligations under the Material Documents to which they are a party; or (iii) constitute a violation of its articles of incorporation or certificate of formation.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developers on or before the date hereof as a condition to (a) the execution and delivery by the Developers of the Material Documents to which they are a party, or (b) the performance by the Developers of their obligations under the Material Documents to which they are a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developers have duly executed and delivered each of the Material Documents to which they are a party, and each of the Material Documents constitutes the legal, valid, and binding obligation of the Developers, enforceable against the Developers in accordance with its respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits, or proceedings pending or, to our knowledge after reasonable inquiry, threatened against the Developers identified in the Closing Certificates of Developers or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) the Managing Developer's organization or existence or qualification to do business in the State of Texas; (ii) the Non-Managing Developer's organization or existence under the laws of the State of Arizona or qualification to do business in the State of Texas, (iii) their authority to execute or deliver the Material Documents to which they are a party; (iii) the validity or enforceability against the Developers of such Documents or the transactions contemplated thereby; (iv) the titles of their officers executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developers; or (vi) the operations or financial condition of the Developers that would materially adversely affect those operations or the financial condition of the Developers; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. To our knowledge, no taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developers on account of its execution or delivery of any of the Material Documents or the creation of the indebtedness evidenced or secured by any of the Material Documents or the recording or filing of any of the Material Documents, except for normal filing or recording fees.

8. To our knowledge, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, trust agreement, bond note, resolution, agreement, or other instrument to which the Developers are a party or is otherwise subject and which have been identified in the Closing Certificates of Developers which violation, breach or default would materially adversely affect the Developers or their performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developers, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. In addition, based upon our participation at conferences with representatives of the City and its counsel, representatives of the Underwriter and its counsel, and with representatives of the Developers, at which the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and any amendment or supplement thereto: the information set forth in the Limited Offering Memorandum under the captions “PLAN OF FINANCE — Development Plan,” “—Status of Development” and “— Developers as Homebuilders,” “THE IMPROVEMENT AREA #2 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS,” and, to the Developers’ knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developers, the Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS – Litigation — The Developers,” “CONTINUING DISCLOSURE — The Developers” and “– The Developers’ Compliance with Prior Undertakings,” “SOURCES OF INFORMATION – Source of Certain Information,” “APPENDIX E-2,” “APPENDIX E-3,” “APPENDIX F,” and “APPENDIX G,” insofar as such statements constitute matters of law, summaries solely of legal matters, provisions of the Developers’ certificate of formation or articles of incorporation or legal proceedings fairly summarize those matters of law, legal matters, provisions of the Developers’ certificate of formation or articles of incorporation or legal proceedings in all material respects; and no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and

the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files, or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Closing Certificates of Developers, as well as the representations of the Developers contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developers are a party or by which the Developers are or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

Metcalfe Wolff Stuart & Williams, LLP

APPENDIX E-1

CLOSING CERTIFICATE OF MANAGING DEVELOPER

GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer”), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the “Underwriter”), and the City of Hutto, Texas (the “City”), entered into on April [2], 2026 (the “Bond Purchase Agreement”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Managing Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Managing Developer have provided information to the City and the “Underwriter to be used in connection with the offering by the City of its \$[6,947,000] principal amount of Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated March [], 2026 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated April [2], 2026 (the “Limited Offering Memorandum”).

3. The Managing Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Managing Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Managing Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Managing Developer.

5. The Managing Developer has executed and delivered each of the below listed documents (individually, a “Managing Developer Document” and collectively, the “Managing Developer Documents”) in the capacity provided for in each such Managing Developer Document, and each such Managing Developer Document constitutes a valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms:

(a) the Managing Developer Letter of Representations dated April [2], 2026;

(b) the Financing Agreement, executed and delivered by the City and Managing Developer, with Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), consenting thereto;

(c) the Development Agreement, executed and delivered by the City, WMV North Hutto, LLC (the “Original Owner”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing Developer;

(d) the Continuing Disclosure Agreement of Managing Developer, executed and delivered by the Managing Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association, as dissemination agent;

(e) the Joint Ownership and Development Agreement, between the Managing Developer and the Non-Managing Developer;

(f) the Managing Developer Landowner Agreement, dated April [2], 2026, executed and delivered by and the City and the Managing Developer; and

(g) the Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2), dated April [2], 2026, executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto.

6. The Managing Developer has complied in all material respects with all of the Managing Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Managing Developer under the Managing Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Managing Developer contained in the Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Managing Developer Documents by the Managing Developer does not violate any judgment, order, writ, injunction or decree binding on the Managing Developer or any indenture, agreement, or other instrument to which the Managing Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Managing Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Managing Developer to perform its obligations under the Managing Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Managing Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan," "— Status of Development," and "— Developers as Homebuilders" (only as it pertains to the Managing Developer), "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Managing Developer) and, to the Managing Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Managing Developer, the Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers" (only as it pertains to the Managing Developer), "CONTINUING DISCLOSURE — The Developers" and "— The Developers' Compliance with Prior Undertakings" (only as it pertains to the Managing Developer), "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-2," "APPENDIX F", and "APPENDIX G" (collectively, the "Managing Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, as applicable; provided, however, that the foregoing certification is not a certification as to the accuracy,

completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Managing Developer's knowledge, the Managing Developer is in compliance in all material respects with all provisions of applicable law relating to the Managing Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Managing Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Managing Developer or any portion of the Development that would materially and adversely affect the Managing Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Managing Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Managing Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on property in the District owned by the Managing Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Managing Developer is a party or to which the Managing Developer or any of its property or assets is subject.

13. The Managing Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Managing Developer's ability to perform its obligations under the Managing Developer Documents.

14. The Managing Developer has no knowledge of any physical condition of the Development owned or to be developed by the Managing Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: April 28, 2026

MANAGING DEVELOPER:

GRBK Edgewood LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

APPENDIX E-2

CLOSING CERTIFICATE OF NON-MANAGING DEVELOPER

Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the “Underwriter”), and the City of Hutto, Texas (the “City”), entered into on April [2], 2026 (the “Bond Purchase Agreement”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Non-Managing Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Arizona, and is authorized to do business in the State of Texas.

2. Representatives of the Non-Managing Developer have provided information to the City and the “Underwriter to be used in connection with the offering by the City of its \$[6,947,000] principal amount of Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated March [], 2026 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated April [2], 2026 (the “Limited Offering Memorandum”).

3. The Non-Managing Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Non-Managing Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Non-Managing Developer has delivered to the Underwriter and the City a (i) certificate of Good Standing from the Arizona Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Non-Managing Developer.

5. The Non-Managing Developer has executed and delivered each of the below listed documents (individually, a “Non-Managing Developer Document” and collectively, the “Non-Managing Developer Documents”) in the capacity provided for in each such Non-Managing Developer Document, and each such Non-Managing Developer Document constitutes a valid and binding obligation of the Non-Managing Developer, enforceable against the Non-Managing Developer in accordance with its terms:

(a) the Non-Managing Developer Letter of Representations dated April [2], 2026;

(b) the Financing Agreement, executed and delivered by the City and GRBK Edgewood LLC, an Texas limited liability company (the “Managing Developer”), with the Non-Managing Developer consenting thereto;

(c) the Development Agreement, executed and delivered by the City, WMV North Hutto, LLC (the “Original Owner”), as subsequently assigned by the Original Owner to the Managing Developer and Non-Managing Developer;

(d) the Continuing Disclosure Agreement of Non-Managing Developer, executed and delivered by the Non-Managing Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National Association, as dissemination agent;

(e) the Non-Managing Developer Landowner Agreement, dated April [2], 2026, executed and delivered by the City and the Non-Managing Developer;

(f) the Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2), dated April [2], 2026, executed and delivered by the City and the Managing Developer, with the Non-Managing Developer Consenting thereto; and

(g) the Joint Ownership and Development Agreement, between the Managing Developer and the Non-Managing Developer.

6. The Non-Managing Developer has complied in all material respects with all of the Non-Managing Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Non-Managing Developer under the Non-Managing Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Non-Managing Developer contained in the Non-Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Non-Managing Developer Documents by the Non-Managing Developer does not violate any judgment, order, writ, injunction or decree binding on the Non-Managing Developer or any indenture, agreement, or other instrument to which the Non-Managing Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Non-Managing Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Non-Managing Developer to perform its obligations under the Non-Managing Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Non-Managing Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Status of Development,” and “— Developers as Homebuilders” (only as it pertains to the Non-Managing Developer), “THE IMPROVEMENT AREA #2 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS” (only as it pertains to the Non-Managing Developer) and, to the Non-Managing Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Non-Managing Developer, the Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developers” (only as it pertains to the Non-Managing Developer), “CONTINUING DISCLOSURE — The Developers”

and “ — The Developers’ Compliance with Prior Undertakings” (only as it pertains to the Non-Managing Developer), “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-3,” “APPENDIX F”, and “APPENDIX G” (collectively, the “Non-Managing Developer Disclosures”) and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, as applicable; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Non-Managing Developer’s knowledge, the Non-Managing Developer is in compliance in all material respects with all provisions of applicable law relating to the Non-Managing Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Non-Managing Developer’s knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Non-Managing Developer or any portion of the Development that would materially and adversely affect the Non-Managing Developer’s ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Non-Managing Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Non-Managing Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on property in the District owned by the Non-Managing Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Non-Managing Developer is a party or to which the Non-Managing Developer or any of its property or assets is subject.

13. The Non-Managing Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Non-Managing Developer’s ability to perform its obligations under the Non-Managing Developer Documents.

14. The Non-Managing Developer has no knowledge of any physical condition of the Development owned or to be developed by the Non-Managing Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: April 28, 2026

NON-MANAGING DEVELOPER:

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

APPENDIX F

[LETTERHEAD OF BARLETTA & ASSOCIATES, INC.]

April 28, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Re: City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, representative of Barletta & Associates, Inc. (“Barletta”), the appraiser of the undeveloped property contained in Prairie Winds Public Improvement District (the “District”), does hereby represent the following:

1. Barletta has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated March [], 2026 and the Limited Offering Memorandum for the Bonds, dated April [2], 2026 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Hutto, Texas, as described above. The information Barletta provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District (the “Appraisal”), located in APPENDIX H to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2 — The Appraisal.”

2. To the best of my professional knowledge and belief, as of the date of the Appraisal, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Barletta agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Barletta agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 28, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

BARLETTA & ASSOCIATES, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF P3WORKS, LLC]

April 28, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Re: City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC (“P3Works”), consultant in connection with the creation by the City of Hutto, Texas (the “City”), of Prairie Winds Public Improvement District (the “District”), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated March [], 2026, and the final Limited Offering Memorandum for the Bonds, dated April [2], 2026 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April

28, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

By: _____
Its: _____

EXHIBIT C
LANDOWNER AGREEMENTS

PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT

**IMPROVEMENT AREA #2 NON-MANAGING DEVELOPER LANDOWNER
AGREEMENT**

between

THE CITY OF HUTTO, TEXAS

and

MERITAGE HOMES OF TEXAS, LLC

Dated as of:

[____], 2026

**IMPROVEMENT AREA #2 NON-MANAGING DEVELOPER LANDOWNER
AGREEMENT
(Prairie Winds Public Improvement District)**

This **IMPROVEMENT AREA #2 NON-MANAGING DEVELOPER LANDOWNER AGREEMENT** (this “Agreement”) is entered into among the CITY OF HUTTO, TEXAS, a home-rule municipal corporation of the State of Texas (the “City”), and MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company (the “Non-Managing Developer”) (individually a “Party” or collectively the “Parties”) on [____], 2026 (the “Effective Date”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in that certain Indenture of Trust by and between the City and Wilmington Trust, National Association, as Trustee, dated as of [____], 2026.

RECITALS

WHEREAS, on June 28, 2023, the Non-Managing Developer and GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer” and collectively with the Non-Managing Developer, the “Developers”), acquired approximately 263.021 acres of land located in Hutto, Williamson County, Texas which is more particularly described in **Exhibit “A”**, attached hereto (the “Land”); and

WHEREAS, as of the Effective Date the Non-Managing Developer owns the land in Improvement Area #2 described in **Exhibit “B”**, attached hereto and incorporated herein for all purposes; and

WHEREAS, on July 6, 2023, the City Council of the City (the “City Council”) passed and approved Resolution No. R-2023-140 authorizing the creation of the Prairie Winds Public Improvement District, formerly known as the Lidell Walker Public Improvement District (the “District”) pursuant to Chapter 372 of the Texas Local Government Code (the “PID Act”), with the boundaries of such District being coterminous with the boundaries of the Land; and

WHEREAS, the Developers are developing the land within the District in phases (“Improvement Areas”) and the Developers are currently developing the land within Improvement Area #2 (“Improvement Area #2”) and the Developers intend that certain Authorized Improvements be constructed over time to serve property located within the District (or portions thereof); and

WHEREAS, on October 21, 2024, the Developers and the City entered into that certain Prairie Winds Public Improvement District Financing Agreement (as such agreement may be amended from time to time as provided therein, the “PID Financing Agreement”), relating to, among other matters, the construction of the “Authorized Improvements” as defined therein, the levy of assessments within the Land, the reimbursement of the Non-Managing Developer for the costs of the Authorized Improvements and the issuance of special revenue bonds secured by such assessments (“PID Bonds”);

WHEREAS, the PID Bonds will fund a portion of the actual costs incurred by the Developers to construct certain of the Authorized Improvements that confer a benefit only to

property within Improvement Area #2 (the “Improvement Area #2 Improvements”), and Improvement Area #2’s allocable share of the Major Improvements (collectively, the “Improvement Area #2 Projects”); and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the “Assessment Ordinance”) that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, including the amount of those certain assessments on the property within Improvement Area #2 corresponding to the benefit thereon attributable to one or more of the Improvement Area #2 Projects (the “Improvement Area #2 Assessments”), and established the dates upon which interest on Improvement Area #2 Assessments will begin to accrue and upon which collection of Improvement Area #2 Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Improvement Area #2 Assessments against certain parcels within the boundaries of Improvement Area #2 to finance the Improvement Area #2 Projects in accordance with the Service and Assessment Plan; and

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth, among other things, the amount of the Improvement Area #2 Assessment for each parcel subject to an Improvement Area #2 Assessment (an “Improvement Area #2 Assessed Parcel”), including the amount of the “Annual Installment” (as that term is defined in the Service and Assessment Plan, but only with respect to Improvement Area #2 Assessments) for each Improvement Area #2 Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I

APPROVAL OF AGREEMENTS

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II

AGREEMENT OF NON-MANAGING DEVELOPER

- A. Non-Managing Developer ratifies, confirms, accepts, agrees to, and approves:
- (i) the creation of the District, the boundaries of the District, and the boundaries of the Improvement Area #2 Assessed Parcels;
 - (ii) the location and construction of the Improvement Area #2 Projects;
 - (iii) the determinations and findings of special benefit to the Improvement Area #2 Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Non-Managing Developer consents, acknowledges, accepts, and agrees:

(i) to the Improvement Area #2 Assessments to be levied against the applicable Improvement Area #2 Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Improvement Area #2 Projects and administration and operation of the District confer a special benefit on the Improvement Area #2 Assessed Parcels in an amount that exceeds the Improvement Area #2 Assessments against the Improvement Area #2 Assessed Parcels as shown on the Assessment Roll;

(iii) that the Improvement Area #2 Assessments against the Improvement Area #2 Assessed Parcels are final, conclusive, and binding upon the Non-Managing Developer and its successors and assigns;

(iv) to pay the Improvement Area #2 Assessments and Annual Installments against the Improvement Area #2 Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Improvement Area #2 Assessment or reassessment against the Improvement Area #2 Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Improvement Area #2 Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Improvement Area #2 Assessed Parcels regardless of whether the owner is named;

(vi) that the Improvement Area #2 Assessment liens on the Improvement Area #2 Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Improvement Area #2 Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Improvement Area #2 Assessments against the Improvement Area #2 Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Improvement Area #2 Assessed Parcel may pay at any time the entire Assessment against the Improvement Area #2 Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment, however, prior to the approval of a final subdivision plat, the City, or its designated third-party administrator of the District, shall certify that the final plat will not cause the Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Parcel by a final subdivision plat causes the Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Assessment for each Assessed Parcel that exceeds

the applicable Maximum Assessment for such lot type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such lot type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Improvement Area #2 Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that the Non-Managing Developer has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on April 1, 2021, and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on April 2, 2026, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, the Non-Managing Developer hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Williamson County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Non-Managing Developer's Improvement Area #2 Assessed Parcels by the Assessment Ordinance.

C. Non-Managing Developer hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the Improvement Area #2 Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Improvement Area #2 Assessments, and determining the amount of the Annual Installments of the Improvement Area #2 Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Improvement Area #2 Assessments and determining the amount of the Annual Installments of the Improvement Area #2 Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Improvement Area #2 Assessments and determining the amount of the Annual Installment of the Improvement Area #2 Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Improvement Area #2 Assessments or to any proceedings connected therewith.

ARTICLE III

TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a seller of residential real property that is located in a public improvement district and that consists of not more than one dwelling unit shall give to the purchaser of the property written notice of the district in substantially the form set forth in the Service and Assessment Plan. The seller is required to deliver the notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the required notice, the references to the street address, the date in the notice, and the purchaser's signature may be omitted.

B. As the property in the District is developed, a notice substantially in the form attached to the Service and Assessment Plan (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Parcel located in the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV

SPECIAL COVENANTS AND WARRANTIES OF NON-MANAGING DEVELOPER

A. Non-Managing Developer represents and warrants to the City as follows:

(i) Non-Managing Developer is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Non-Managing Developer hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Non-Managing Developer and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Non-Managing Developer constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract,

judgment, order, award, decree or other agreement or restriction to which Non-Managing Developer is a party, or by which Non-Managing Developer or Non-Managing Developer's Assessed Parcel is otherwise bound.

(iv) No Assessed Parcel owned by Non-Managing Developer is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

B. Non-Managing Developer covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Non-Managing Developer by virtue of execution thereof.

C. Waiver of Claims Concerning Public Improvements. The Non-Managing Developer, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Public Improvements that are not based on the intentional misconduct or sole gross negligence by the City or its successors, assigns, and agents.

ARTICLE V

OWNERSHIP, CONSTRUCTION AND

DEDICATION OF AUTHORIZED IMPROVEMENTS

Non-Managing Developer acknowledges that the Improvement Area #2 Projects, together with the land, easements, or other rights-of-way needed for the Improvement Area #2 Projects, will be determined in accordance with the provisions of the PID Financing Agreement and Non-Managing Developer will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the Property.

Any subsequent owner of an Assessed Parcel hereby agrees, upon the request of the City or Non-Managing Developer, to grant and convey to the City or Non-Managing Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Public Improvements on the Property, to stage on the Property construction trailers, building materials and equipment to be used in connection with such construction of the Public Improvements and for passage and use over and across parts of the Property as shall be reasonably necessary during the construction of the Public Improvements. Any subsequent owner of an Assessed Parcel may require that each contractor constructing the Public Improvements cause such owner of an Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of an Assessed Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Public Improvements is complete; provided, however, such license or easement shall

automatically terminate upon the recording of the final plat dedicating the Public Improvements and underlying Property for that Assessed Parcel in the real property records of Williamson County.

Non-Managing Developer hereby agrees that any right or condition imposed by the PID Financing Agreement, with respect solely to the Assessment and the levy thereof, has been satisfied as of the date hereof, and that Non-Managing Developer shall not have any rights or remedies against the City under the PID Financing Agreement, or under any law or principles of equity concerning the Assessments, each and solely with respect to (i) the formation of the District, (ii) approval of the Service and Assessment Plan and (iii) the City's levy of the Assessments.

ARTICLE VI **MISCELLANEOUS**

A. Notices. Any notice or other communication (a "Notice") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Improvement Area #2 Assessed Parcels shall only be given to the landowner that owns the applicable Improvement Area #2 Assessed Parcels. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to Non-Managing Developer:

Meritage Homes of Texas, LLC
Attn: Justin Belmore
12301 Research Blvd
Building 4, Suite 400
Austin, Texas 78759
Email: justin.belmore@meritagehomes.com

With a copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 West 6th Street, Suite 1300
Austin, Texas 78701
E-Mail: Twilliams@mwswtexas.com

If to City:

City of Hutto
Attn: City Manager, James Earp
500 West Live Oak Street
Hutto, Texas 78634
Email: James.Earp@HuttoTX.gov

With a copy to:
Bojorquez Law Firm, PC
Attn: Dottie Palumbo, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

B. Parties in Interest. In the event of the sale or transfer of an Improvement Area #2 Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Non-Managing Developer with respect to such Improvement Area #2 Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Improvement Area #2 Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of Improvement Area #2 PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Williamson County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Improvement Area #2 Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Improvement Area #2 Assessed Parcel upon payment in full of the Improvement Area #2 Assessment against the Improvement Area #2 Assessed Parcel.

F. The Non-Managing Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Non-Managing Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. Not a Sanctioned Company. The Non-Managing Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Non-Managing Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

ii. No Boycott of Israel. The Non-Managing Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

iii. No Discrimination Against Firearm Entities. The Non-Managing Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

iv. No Boycott of Energy Companies. The Non-Managing Developer 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2026

(SEAL)

Notary Public, State of Texas

NON-MANAGING DEVELOPER:

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

[illegible]

BEFORE ME, a Notary Public, on this day personally appeared _____, _____ of Meritage Homes of Texas, LLC, an Arizona limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of ____, 2026

(SEAL)

Notary Public, State of Texas

**EXHIBIT A to IMPROVEMENT AREA #2 NON-MANAGING DEVELOPER
LANDOWNER AGREEMENT**

The Land

PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #2 MANAGING DEVELOPER LANDOWNER AGREEMENT

between

THE CITY OF HUTTO, TEXAS

and

GRBK EDGEWOOD LLC

Dated as of:

[____], 2026

IMPROVEMENT AREA #2 MANAGING DEVELOPER LANDOWNER AGREEMENT (Prairie Winds Public Improvement District)

This **IMPROVEMENT AREA #2 MANAGING DEVELOPER LANDOWNER AGREEMENT** (this “Agreement”) is entered into among the CITY OF HUTTO, TEXAS, a home-rule municipal corporation of the State of Texas (the “City”), and GRBK EDGEWOOD LLC, a Texas limited liability company (the “Managing Developer”) (individually a “Party” or collectively the “Parties”) on [____], 2026 (the “Effective Date”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in that certain Indenture of Trust by and between the City and Wilmington Trust, National Association, as Trustee, dated as of April 1, 2026.

RECITALS

WHEREAS, on June 28, 2023, the Managing Developer and Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer” and collectively with the Managing Developer, the “Developers”), acquired approximately 263.021 acres of land located in Hutto, Williamson County, Texas which is more particularly described in **Exhibit “A”**, attached hereto (the “Land”); and

WHEREAS, as of the Effective Date the Managing Developer owns the land in Improvement Area #2 described in **Exhibit “B”**, attached hereto and incorporated herein for all purposes; and

WHEREAS, on July 6, 2023, the City Council of the City (the “City Council”) passed and approved Resolution No. R-2023-140 authorizing the creation of the Prairie Winds Public Improvement District, formerly known as the Lidell Walker Public Improvement District (the “District”) pursuant to Chapter 372 of the Texas Local Government Code (the “PID Act”), with the boundaries of such District being coterminous with the boundaries of the Land; and

WHEREAS, the Developers are developing the land within the District in phases (“Improvement Areas”) and the Developers are currently developing the land within Improvement Area #2 (“Improvement Area #2”) and the Developers intend that certain Authorized Improvements be constructed over time to serve property located within the District (or portions thereof); and

WHEREAS, on October 21, 2024, the Developers and the City entered into that certain Prairie Winds Public Improvement District Financing Agreement (as such agreement may be amended from time to time as provided therein, the “PID Financing Agreement”), relating to, among other matters, the construction of the “Authorized Improvements” as defined therein, the levy of assessments within the Land, the reimbursement of the Managing Developer for the costs of the Authorized Improvements and the issuance of special revenue bonds secured by such assessments (“PID Bonds”);

WHEREAS, the PID Bonds will fund a portion of the actual costs incurred by the Developers to construct certain of the Authorized Improvements that confer a benefit only to property within Improvement Area #2 (the “Improvement Area #2 Improvements”), and

Improvement Area #2's allocable share of the Major Improvements (collectively, the "Improvement Area #2 Projects"); and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the "Assessment Ordinance") that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, including the amount of those certain assessments on the property within Improvement Area #2 corresponding to the benefit thereon attributable to one or more of the Improvement Area #2 Projects (the "Improvement Area #2 Assessments"), and established the dates upon which interest on Improvement Area #2 Assessments will begin to accrue and upon which collection of Improvement Area #2 Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Improvement Area #2 Assessments against certain parcels within the boundaries of Improvement Area #2 to finance the Improvement Area #2 Projects in accordance with the Service and Assessment Plan; and

WHEREAS, the Service and Assessment Plan includes an "Assessment Roll" setting forth, among other things, the amount of the Improvement Area #2 Assessment for each parcel subject to an Improvement Area #2 Assessment (an "Improvement Area #2 Assessed Parcel"), including the amount of the "Annual Installment" (as that term is defined in the Service and Assessment Plan, but only with respect to Improvement Area #2 Assessments) for each Improvement Area #2 Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I **APPROVAL OF AGREEMENTS**

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II **AGREEMENT OF MANAGING DEVELOPER**

- A. Managing Developer ratifies, confirms, accepts, agrees to, and approves:
- (i) the creation of the District, the boundaries of the District, and the boundaries of the Improvement Area #2 Assessed Parcels;
 - (ii) the location and construction of the Improvement Area #2 Projects;
 - (iii) the determinations and findings of special benefit to the Improvement Area #2 Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Managing Developer consents, acknowledges, accepts, and agrees:

(i) to the Improvement Area #2 Assessments to be levied against the applicable Improvement Area #2 Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Improvement Area #2 Projects and administration and operation of the District confer a special benefit on the Improvement Area #2 Assessed Parcels in an amount that exceeds the Improvement Area #2 Assessments against the Improvement Area #2 Assessed Parcels as shown on the Assessment Roll;

(iii) that the Improvement Area #2 Assessments against the Improvement Area #2 Assessed Parcels are final, conclusive, and binding upon the Managing Developer and its successors and assigns;

(iv) to pay the Improvement Area #2 Assessments and Annual Installments against the Improvement Area #2 Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Improvement Area #2 Assessment or reassessment against the Improvement Area #2 Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Improvement Area #2 Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Improvement Area #2 Assessed Parcels regardless of whether the owner is named;

(vi) that the Improvement Area #2 Assessment liens on the Improvement Area #2 Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Improvement Area #2 Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Improvement Area #2 Assessments against the Improvement Area #2 Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Improvement Area #2 Assessed Parcel may pay at any time the entire Assessment against the Improvement Area #2 Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment, however, prior to the approval of a final subdivision plat, the City, or its designated third-party administrator of the District, shall certify that the final plat will not cause the Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Parcel by a final subdivision plat causes the Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Assessment for each Assessed Parcel that exceeds

the applicable Maximum Assessment for such lot type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such lot type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Improvement Area #2 Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that the Managing Developer has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on April 1, 2021, and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on _____, 2026, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, the Managing Developer hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Williamson County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Managing Developer's Improvement Area #2 Assessed Parcels by the Assessment Ordinance.

C. Managing Developer hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the Improvement Area #2 Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Improvement Area #2 Assessments, and determining the amount of the Annual Installments of the Improvement Area #2 Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Improvement Area #2 Assessments and determining the amount of the Annual Installments of the Improvement Area #2 Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Improvement Area #2 Assessments and determining the amount of the Annual Installment of the Improvement Area #2 Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Improvement Area #2 Assessments or to any proceedings connected therewith.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a seller of residential real property that is located in a public improvement district and that consists of not more than one dwelling unit shall give to the purchaser of the property written notice of the district in substantially the form set forth in the Service and Assessment Plan. The seller is required to deliver the notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the required notice, the references to the street address, the date in the notice, and the purchaser's signature may be omitted.

B. As the property in the District is developed, a notice substantially in the form attached to the Service and Assessment Plan (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Parcel located in the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
SPECIAL COVENANTS AND WARRANTIES OF MANAGING DEVELOPER

A. Managing Developer represents and warrants to the City as follows:

(i) Managing Developer is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Managing Developer hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Managing Developer and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Managing Developer constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract,

judgment, order, award, decree or other agreement or restriction to which Managing Developer is a party, or by which Managing Developer or Managing Developer's Assessed Parcel is otherwise bound.

(iv) No Assessed Parcel owned by Managing Developer is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

B. Managing Developer covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Managing Developer by virtue of execution thereof.

C. Waiver of Claims Concerning Public Improvements. The Managing Developer, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Public Improvements that are not based on the intentional misconduct or sole gross negligence by the City or its successors, assigns, and agents.

ARTICLE V

OWNERSHIP, CONSTRUCTION AND

DEDICATION OF AUTHORIZED IMPROVEMENTS

Managing Developer acknowledges that the Improvement Area #2 Projects, together with the land, easements, or other rights-of-way needed for the Improvement Area #2 Projects, will be determined in accordance with the provisions of the PID Financing Agreement and Managing Developer will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the Property.

Any subsequent owner of an Assessed Parcel hereby agrees, upon the request of the City or Managing Developer, to grant and convey to the City or Managing Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Public Improvements on the Property, to stage on the Property construction trailers, building materials and equipment to be used in connection with such construction of the Public Improvements and for passage and use over and across parts of the Property as shall be reasonably necessary during the construction of the Public Improvements. Any subsequent owner of an Assessed Parcel may require that each contractor constructing the Public Improvements cause such owner of an Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of an Assessed Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Public Improvements is complete; provided, however, any such license or easement shall

automatically terminate upon the recording of the final plat dedicating the Public Improvements and underlying Property for that Assessed Parcel in the real property records of Williamson County.

Managing Developer hereby agrees that any right or condition imposed by the PID Financing Agreement, with respect solely to the Assessment and the levy thereof, has been satisfied as of the date hereof, and that Managing Developer shall not have any rights or remedies against the City under the PID Financing Agreement, or under any law or principles of equity concerning the Assessments, each and solely with respect to (i) the formation of the District, (ii) approval of the Service and Assessment Plan and (iii) the City's levy of the Assessments.

ARTICLE VI **MISCELLANEOUS**

A. Notices. Any notice or other communication (a "Notice") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Improvement Area #2 Assessed Parcels shall only be given to the landowner that owns the applicable Improvement Area #2 Assessed Parcels. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to Managing Developer:

GRBK Edgewood LLC
Attn: Austin Evetts
9430 Research Blvd.
Echelon Bldg. IV. Suite 180
Austin, Texas 78759

With a copy to:
Metcalf Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 West 6th Street, Suite 1300
Austin, Texas 78701
E-Mail: Twilliams@mwswtexas.com

If to City:

City of Hutto
Attn: City Manager, James Earp
500 West Live Oak Street
Hutto, Texas 78634
Email: James.Earp@HuttoTX.gov

With a copy to:
Bojorquez Law Firm, PC
Attn: Dottie Palumbo, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

B. Parties in Interest. In the event of the sale or transfer of an Improvement Area #2 Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Managing Developer with respect to such Improvement Area #2 Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Improvement Area #2 Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of Improvement Area #1 PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Williamson County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Improvement Area #2 Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Improvement Area #2 Assessed Parcel upon payment in full of the Improvement Area #2 Assessment against the Improvement Area #2 Assessed Parcel.

F. The Managing Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Managing Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. Not a Sanctioned Company. The Managing Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Managing Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

ii. No Boycott of Israel. The Managing Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

iii. No Discrimination Against Firearm Entities. The Managing Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

iv. No Boycott of Energy Companies. The Managing Developer 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2026

(SEAL)

Notary Public, State of Texas

MANAGING DEVELOPER:

GRBK Edgewood LLC, a Texas
limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared _____,
_____ of GRBK Edgewood LLC, a Texas limited liability company, known to me
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he executed the same for the purposes and consideration therein expressed on behalf of that
municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of ____, 2026

(SEAL)

Notary Public, State of Texas

**EXHIBIT A to IMPROVEMENT AREA #2 MANAGING DEVELOPER LANDOWNER
AGREEMENT**

The Land

**EXHIBIT B to IMPROVEMENT AREA #2 MANAGING DEVELOPER LANDOWNER
AGREEMENT**

Managing Developer Land

**EXHIBIT B to IMPROVEMENT AREA #2 NON-MANAGING DEVELOPER
LANDOWNER AGREEMENT**

Non-Managing Developer Land

EXHIBIT D
CONTINUING DISCLOSURE AGREEMENT

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2)**

CONTINUING DISCLOSURE AGREEMENT OF MANAGING DEVELOPER

This Continuing Disclosure Agreement of Managing Developer dated as of March 1, 2026 (this “Disclosure Agreement”), is executed and delivered by and among GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the captioned bonds (the “Bonds”). The Managing Developer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Managing Developer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of March 1, 2026, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC, as the initial Administrator.

“Affiliate” shall mean an entity that owns property within Improvement Area #2 of the District and is controlled by, controls, or is under common control with the Managing Developer.

“Amenities” shall mean those public and private amenities to serve the District, including (a) parks and open space to be open to general public, and (b) an amenity center which may be limited to community residents.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Certification Letter” shall mean a certification letter provided by the Managing Developer or Significant Homebuilder, if any, pursuant to Section 3, in substantially the form attached as Exhibit D.

“Development Agreement” shall mean the Development Agreement dated October 7, 2021, as amended by the First Amendment to Development Agreement, dated as of August 17, 2023, each between the Issuer and WMV North Hutto, LLC, which was subsequently assigned to the Managing

Developer and Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), pursuant to a General Assignment and Bill of Sale dated October 26, 2023, as may be amended from time to time.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer with respect to the Bonds dated as of even date herewith executed and delivered by the Issuer, the Administrator, and the Dissemination Agent.

“Dissemination Agent” shall mean Wilmington Trust, National Association, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean the Prairie Winds Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at <http://emma.msrb.org>.

“Financial Advisor” shall mean the person or independent firm designated by the Issuer as its financial advisor. The Issuer has selected Hilltop Securities Inc. as the current Financial Advisor.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Lot Purchase Agreement with the Managing Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

“Improvement Account” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2 Assessments” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2 Projects” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Hutto, Texas.

“Listed Events” shall mean, collectively, Managing Developer Listed Events and Significant Homebuilder Listed Events.

“Lot Purchase Agreement” shall mean, with respect to lots or land within Improvement Area #2 of the District, any agreement between a Homebuilder and the Managing Developer to purchase lots or to purchase land.

“Managing Developer” shall mean GRBK Edgewood LLC, a Texas limited liability company, its successors and assigns, including any Affiliate of the Managing Developer.

“Managing Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Person” shall have the meaning assigned to such term in the Indenture.

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

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 2026.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, November 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, the Managing Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder that then owns 28 or more of the single family residential lots within Improvement Area #2.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Quarterly Reports.

(a) The Managing Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with June 30, 2025, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Managing Developer elects, the Managing Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Managing Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until a Significant Homebuilder Acknowledgment (as defined herein) with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time the Managing Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to the applicable Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than thirty (30) days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly Information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide the Quarterly Report and Certification Letter(s) to the Administrator and direct the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, with a copy to each Reporting Party, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in Section 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the Certification Letter(s), if applicable, with the MSRB and provide a copy of such report to the Issuer, the Financial Advisor and the Participating Underwriter within ten (10) days of the Dissemination Agent’s

receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Managing Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #2 Assessments levied within Improvement Area #2 on a parcel owned by the Managing Developer or the Managing Developer's Affiliates; provided, however, that the exercise of any right of the Managing Developer or the Managing Developer's Affiliates as a landowner within Improvement Area #2 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Managing Developer Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #2, including the Improvement Area #2 Projects and the Amenities;

(iii) Material default by the Managing Developer or any of the Managing Developer's Affiliates on any loan with respect to the acquisition, development, or permanent financing of Improvement Area #2 undertaken by the Managing Developer or any of the Managing Developer's Affiliates;

(iv) Material default by the Managing Developer or any of Managing Developer's Affiliates on any loan secured by property within Improvement Area #2 owned by the Managing Developer or any of the Managing Developer's Affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Managing Developer or any of the Managing Developer's Affiliates or any determination that the Managing Developer or any of the Managing Developer's Affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Managing Developer, or the sale of all or substantially all of the assets of the Managing Developer or any of the Managing Developer's Affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages in excess of \$1,000,000 against the Managing Developer or any of the Managing Developer's Affiliates that may materially and adversely affect the completion of development of Improvement Area #2, or litigation that may materially and adversely affect the financial condition of the Managing Developer or any of the Managing Developer's Affiliates;

(viii) Any change in the legal structure, chief executive officer, or controlling ownership of the Managing Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 hereof.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #2 Assessments levied within Improvement Area #2 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #2 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer, or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

The Managing Developer and each other Reporting Party, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if a Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify in writing the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, the Financial Advisor, any Reporting Party, any Owner or beneficial owner of any interests in the Bonds or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been instructed in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of

such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations of Managing Developer.

The Managing Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or the Amenities to assume and comply with the disclosure obligations of the Managing Developer under this Disclosure Agreement. The Managing Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgement from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or Amenities in substantially the form attached as Exhibit E (the “Managing Developer Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Managing Developer shall provide written direction to the Dissemination Agent to file a copy of each Managing Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Upon any such transfer to a Person, and such Person’s delivery of written acknowledgement of assumption of Managing Developer’s obligations under this Disclosure Agreement as to the property transferred, the Managing Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Managing Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #2 resulting in such Homebuilder becoming a Significant Homebuilder, the Managing Developer may (i) cause such Significant Homebuilder to comply with the Managing Developer’s disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Managing Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Managing Developer may elect in the future to cause such Significant Homebuilder to comply with the Managing Developer’s disclosure obligations, as described in (i) above.

(b) If the Managing Developer elects to cause a Significant Homebuilder to comply with the Managing Developer’s disclosure obligations, as described in (i) above, the Managing Developer shall deliver to the Dissemination Agent, Administrator and the Issuer a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F, acknowledging and assuming the Managing Developer’s obligations under this Disclosure Agreement with respect to the real property transferred (the “Significant Homebuilder Acknowledgment”). Pursuant to Section 4(a)(ix) above, the Managing Developer shall provide written direction to the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) above and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Upon any such transfer to a Significant Homebuilder and the Managing Developer’s delivery of the Significant Homebuilder Acknowledgment pursuant to this Section 6(b), the Managing Developer shall

have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the real property transferred or the obligations assigned. The Managing Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an executed Significant Homebuilder Acknowledgement with respect to such real property is delivered to the Dissemination Agent, Administrator, the Issuer and the MSRB, in accordance with this Section 6(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership of real property, the Managing Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of a Reporting Party under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Reporting Party, including their respective affiliates and/or successors and assigns, no longer owns 28 or more single family residential lots within Improvement Area #2, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Reporting Party, including their respective Affiliates and/or successors and assigns, respectively; provided, however, if the Managing Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with Section 6(a) above, the reporting obligations of the Managing Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Managing Developer and such Significant Homebuilder(s) (on behalf of whom the Managing Developer is reporting), including their respective affiliates and/or successors and assigns, collectively no longer own 28 or more single family residential lots within Improvement Area #2, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Managing Developer and such Significant Homebuilder(s) (on behalf of whom the Managing Developer is reporting), including their respective affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Financial Advisor, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 7 and any Termination Notice required by subsection (b) of this Section 7 has been provided

to the MSRB, the Issuer, the Financial Advisor, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Managing Developer and any other Reporting Party in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with thirty (30) days' notice to the Issuer, the Managing Developer, and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each Reporting Party of any change in the identity of the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Wilmington Trust, National Association.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Managing Developer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any reasonable amendment so requested in writing by the Managing Developer or the Administrator in writing), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of a Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Managing Developer. The Managing Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into in accordance with this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent a Reporting Party from disseminating any other information, using the means of

dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Managing Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, such Reporting Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Managing Developer Listed Event or Significant Homebuilder Listed Event.

SECTION 11. Content of Disclosures. In all cases, the Managing Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures provided on their behalf by a Reporting Party provided hereunder.

SECTION 12. Default. In the event of a failure of any Reporting Party or the Administrator to comply with any provision of this Disclosure Agreement, (i) the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and (ii) at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions, the Dissemination Agent shall take such actions as may be necessary and appropriate to cause the applicable Reporting Party, and/or the Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of a Reporting Party, the Dissemination Agent or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by any Reporting Party or the Administrator. Additionally, a default by any Reporting Party of its obligations under this Disclosure Agreement shall not be deemed a default by any other Reporting Party of under this Disclosure Agreement.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Managing Developer, Significant Homebuilder, and/or the Administrator pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. THE MANAGING DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISSEMINATION AGENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AGAINST ANY LOSS, EXPENSE, AND LIABILITIES WHICH IT MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF ITS POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT. The obligations of the

Managing Developer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an “obligated person” under the Rule. If any Reporting Party or the Administrator does not provide the information required by Sections 3(a) or (b) in a timely manner or incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Information or Quarterly Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Managing Developer agrees to hold harmless the Administrator, its officers, directors, employees, and agents against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Administrator’s breach, negligence, or willful misconduct. The obligations of the Managing Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE MANAGING DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF

ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION, EXCEPT AS DESCRIBED IN SECTION 12 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation, or agreement of any Reporting Party, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future officer, agent, or employee of the Reporting Party, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder, or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #2, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #2, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law; Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Williamson County, Texas. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Disclosure Agreement.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Parties and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a delivery receipt from the recipient confirming that the e-mail was delivered with such notice. Failure to provide proof of delivery receipt does not constitute a breach or default under this Disclosure Agreement.

If to Managing Developer: GRBK Edgewood LLC
Attn: Bobby Samuel and Austin Evetts
5501 Headquarters Drive, Suite 300W
Plano, TX 75024
E-mail: bsamuel@greenbrickpartners.com and
aevetts@greenbrickpartners.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th Street Suite 1300
Austin, Texas 78701
E-mail: twilliams@mwswtexas.com

If to the Dissemination Agent or Trustee: Wilmington Trust, National Association
Attn: Parker Merritt
15950 North Dallas Parkway Suite 200
Dallas, Texas
Email: pmerritt@wilmingtontrust.com

If to Administrator: P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, Texas 76182
E-mail: admin@p3-works.com

If to the Issuer: City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634
Attn: City Manager
Email: James.Earp@Huttotx.gov

If to Participating Underwriter: FMSbonds, Inc.
5 Cowboys Way, Suite 300-25

Frisco, Texas 75034
E-mail: Tdavenport@fmsbonds.com

SECTION 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of this Disclosure Agreement.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Managing Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

Wilmington Trust, National Association,
Dissemination Agent

By: _____
Authorized Officer

MANAGING DEVELOPER:

GRBK Edgewood LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

P3Works, LLC,
Administrator

By:_____

Name:_____

Title:_____

EXHIBIT A

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2)**

**MANAGING DEVELOPER QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]**

Delivery Date: _____, 2026

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: 15950 N. Dallas Parkway, Suite 200
City: Dallas, Texas 75248
Telephone: (714) 384-4174
Contact Person: Attn: Corporate Trust

I. Expenditures Paid from Accounts under Indenture

1. TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #2 PROJECTS: \$ _____
2. Of the budgeted costs for Improvement Area #2 Projects shown in the Service and Assessment Plan:
 - a. Actual costs drawn from the Improvement Account¹: \$ _____

II. Status of Improvement Area #2 Projects

Projected/actual completion date of the Improvement Area #2 Projects

1. [Actual/Expected] date of completion of the Improvement Area #2 Projects:
[_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Improvement Area #2

Product Type	Number of Units
Single Family 45'	

¹ Improvement Account means the account titled Improvement Account held under the Project Fund in the Indenture.

Single Family 50'	
Single Family 60'	

IV. Lot Status in Improvement Area #2

Of the 192 lots in Improvement Area #2, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 192
2. Planned lots as of the date of this Quarterly Report: [_____]
3. Lots developed: [_____]
4. Lots platted: [_____]
5. Expected completion date of all lots in Improvement Area #2 (if incomplete):
[_____]

V. Ownership of Lots/Units in Improvement Area #2

PLANNED LOTS IN Improvement Area #2: 192

Of the 192 lots in Improvement Area #2:

1. Number of lots owned by the Managing Developer or Managing Developer's Affiliates: _____
2. Number of lots under contract but not closed to Homebuilder(s): _____
3. Number of lots owned by all Homebuilder(s): _____²
 - a. Number of lots owned by [*insert name of Homebuilder*]: _____³
 - b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

VI. Home Sales Information in Improvement Area #2

PLANNED HOMES IN Improvement Area #2: [_____]

Of the [_____] homes planned for Improvement Area #2:

1. How many total building permits were issued **during the current quarter?** _____
 - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____²
 - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____²
2. How many total homes have closed with homebuyers **during the current quarter?** _____
 - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____²

² If Managing Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Managing Developer is not using EMMA filing assistance software, Managing Developer shall prepare a chart containing such Quarterly Information.

³ Include a line item for each individual Homebuilder.

- b. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: _____⁴
 3. How many total homes have closed with homebuyers **cumulatively**? _____
 - a. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: _____³
 - b. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: _____³

VII. Amenities⁵

TOTAL [EXPECTED/ACTUAL] COSTS OF AMENITIES: \$[_____]

Of the \$[_____] [expected/actual] costs of the Amenities:

1. Amount spent as of Quarterly Ending Date: \$[_____]
2. [Actual/Expected] completion date of Amenities: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Improvement Area #2 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Improvement Area #2 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Improvement Area #2 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Lot Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Improvement Area #2 Assessments securing the Bonds by the Managing Developer to any third-party Managing Developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate

⁴ Include a line item for each individual Homebuilder.

⁵ “Amenities” mean those public and private amenities to serve the District, including (a) parks and open space open to the general public, and (b) an amenity center which may be limited to community residents.

whether this third-party Managing Developer/land bank has executed a Managing Developer Acknowledgement pursuant to the Disclosure Agreement?

5. **Completion Agreement** – Is the Managing Developer required to provide Evidence of Available Funds, as defined in and pursuant to a Completion Agreement? If so, identify the available sources of funding and provide the amount of funding needed to complete the Improvement Area #2 Projects. If the Managing Developer has completed the Improvement Area #2 Projects, please attach the City Acceptance Letter (as defined in a Completion Agreement).
6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.
7. **Other** – Provide any other material information that should be disclosed.

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Prairie Winds
Public Improvement District Improvement Area #2) (the “Bonds”)
CUSIP Numbers: [insert CUSIP Numbers]
Date of Delivery: _____, 2026

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Managing Developer”] [“Significant Homebuilder”]) has not
provided the [Quarterly Information][Quarterly Report] [the [Quarterly Information][Quarterly
Report] was not filed in a timely manner due to [_____] for the period
ending on [Insert Quarterly Ending Date] with respect to the Bonds as required by the Continuing
Disclosure Agreement of Managing Developer related to such Bonds, by and among GRBK
Edgewood LLC, a Texas limited liability company (the “Managing Developer”), P3Works, LLC,
as Administrator, and Wilmington Trust, National Association, as Dissemination Agent. The
[Managing Developer][Homebuilder] anticipates that the [Quarterly Information][Quarterly
Report] will be [provided][filed] by _____.

Dated: _____

Wilmington Trust, National Association,
on behalf of the Managing Developer,
as Dissemination Agent

By: _____

Title: _____

cc: City of Hutto, Texas

⁶ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Prairie Winds
Public Improvement District Improvement Area #2) (the “Bonds”)
CUSIP Numbers. [insert CUSIP Numbers]
Date of Delivery: _____, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway Suite 200
Dallas, Texas 75248

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

BRBK Edgewood LLC.
5501 Headquarters Drive, Suite 300W
Plano, TX 75024

[Significant Homebuilder]

NOTICE IS HEREBY GIVEN that that _____, a
_____ (the [“Managing Developer”] [“Significant Homebuilder”]) is no longer
responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the
Bonds, thereby terminating such party’s reporting obligations under the Continuing Disclosure
Agreement of Managing Developer related to such Bonds, by and among GRBK Edgewood LLC,
a Texas limited liability company (the “Managing Developer”), P3Works, LLC, as Administrator,
and Wilmington Trust, National Association, as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of the [Managing Developer] [Significant
Homebuilder],
as Administrator)

By: _____

Title: _____

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Prairie Winds
Public Improvement District Improvement Area #2)
CUSIP Numbers: [insert CUSIP Numbers]
Quarterly Ending Date: _____, 2026

Re: Quarterly Report for Prairie Winds Public Improvement District – Improvement Area #2

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Managing Developer related to the captioned Bonds by and among GRBK Edgewood LLC, a Texas limited liability company¹ (the “Managing Developer”), P3Works, LLC, as Administrator, and Wilmington Trust, National Association, as Dissemination Agent, this letter constitutes the certificate stating that the Quarterly Information, provided by [Managing Developer][_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Managing Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Managing Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Managing Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

GRBK Edgewood LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

[OR

SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)

By: _____
Title: _____]

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF MANAGING DEVELOPER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

Re: Prairie Winds Public Improvement District – Improvement Area #2 – Continuing Disclosure Obligation

Dear _____,

Per [*Insert name of applicable agreement*], as of _____, 2026, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or Amenities (as those terms are defined in the Disclosure Agreement of Managing Developer (as defined herein) within Improvement Area #2 of the Prairie Winds Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Managing Developer (the “Disclosure Agreement of Managing Developer”) by and among GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association (the “Dissemination Agent”), with respect to the “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2),” any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or Amenities is defined as a Managing Developer.

As a Managing Developer, pursuant to Section 5 of the Disclosure Agreement of Managing Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Managing Developer for the property which is owned as detailed in the Disclosure Agreement of Managing Developer, which is included herewith.

Sincerely,

GRBK Edgewood LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____

Title: _____

EXHIBIT F

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

[INSERT SIGNIFICANT HOMEBUILDER CONTACT INFORMATION]

Re: Prairie Winds Public Improvement District – Improvement Area #2 – Continuing Disclosure Obligation

Dear _____,

As of _____, 2026, you own _____ lots within Improvement Area #2 of Prairie Winds Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of Managing Developer related to the captioned Bonds (the “Disclosure Agreement of Managing Developer”) by and among GRBK Edgewood LLC, a Texas limited liability company (the “Managing Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association (the “Dissemination Agent”), with respect to the “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2),” any entity that owns 28 or more of the single family residential lots within Improvement Area #2 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Managing Developer, you acknowledge and assume the reporting obligations under Sections 3(d)(iv) and 4(b) of the Disclosure Agreement of Managing Developer for the property which is owned as detailed in the Disclosure Agreement of Managing Developer, which is included herewith.

Sincerely,

GRBK Edgewood LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____

Title: _____

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2)**

CONTINUING DISCLOSURE AGREEMENT OF NON-MANAGING DEVELOPER

This Continuing Disclosure Agreement of Non-Managing Developer dated as of March 1, 2026 (this “Disclosure Agreement”), is executed and delivered by and among Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the captioned bonds (the “Bonds”). The Non-Managing Developer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Non-Managing Developer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of March 1, 2026, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC, as the initial Administrator.

“Affiliate” shall mean an entity that owns property within Improvement Area #2 of the District and is controlled by, controls, or is under common control with the Non-Managing Developer.

“Amenities” shall mean those public and private amenities to serve the District, including (a) parks and open space to be open to general public, and (b) an amenity center which may be limited to community residents.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Certification Letter” shall mean a certification letter provided by the Non-Managing Developer or Significant Homebuilder, if any, pursuant to Section 3, in substantially the form attached as Exhibit D.

“Development Agreement” shall mean the Development Agreement dated October 7, 2021, as amended by the First Amendment to Development Agreement, dated as of August 17, 2023, each between the Issuer and WMV North Hutto, LLC, which was subsequently assigned to the Non-Managing Developer and GRBK Edgewood, LLC, a Texas limited liability company (the “Managing Developer”), pursuant to a General Assignment and Bill of Sale dated October 26, 2023, as may be amended from time to time.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer with respect to the Bonds dated as of even date herewith executed and delivered by the Issuer, the Administrator, and the Dissemination Agent.

“Dissemination Agent” shall mean Wilmington Trust, National Association, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean the Prairie Winds Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at <http://emma.msrb.org>.

“Financial Advisor” shall mean the person or independent firm designated by the Issuer as its financial advisor. The Issuer has selected Hilltop Securities Inc. as the current Financial Advisor.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into an Lot Purchase Agreement with the Non-Managing Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

“Improvement Account” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2 Assessments” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2 Projects” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Hutto, Texas.

“Listed Events” shall mean, collectively, Non-Managing Developer Listed Events and Significant Homebuilder Listed Events.

“Lot Purchase Agreement” shall mean, with respect to lots or land within Improvement Area #2 of the District, any agreement between a Homebuilder and the Non-Managing Developer to purchase lots or to purchase land.

“Non-Managing Developer” shall mean Meritage Homes of Texas, LLC, an Arizona limited liability company, its successors and assigns, including any Affiliate of the Non-Managing Developer.

“Non-Managing Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Person” shall have the meaning assigned to such term in the Indenture.

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

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 2026.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, November 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, the Non-Managing Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder that then owns 28 or more of the single family residential lots within Improvement Area #2.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Quarterly Reports.

(a) The Non-Managing Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with June 30, 2026, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Non-Managing Developer elects, the Non-Managing Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Non-Managing Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until a Significant Homebuilder Acknowledgment (as defined herein) with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time the Non-Managing Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to the applicable Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than thirty (30) days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly Information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide the Quarterly Report and Certification Letter(s) to the Administrator and direct the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, with a copy to each Reporting Party, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in Section 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the

Certification Letter(s), if applicable, with the MSRB and provide a copy of such report to the Issuer, the Financial Advisor and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Non-Managing Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #2 Assessments levied within Improvement Area #2 on a parcel owned by the Non-Managing Developer or the Non-Managing Developer's Affiliates; provided, however, that the exercise of any right of the Non-Managing Developer or the Non-Managing Developer's Affiliates as a landowner within Improvement Area #2 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Non-Managing Developer Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #2, including the Improvement Area #2 Projects and the Amenities;

(iii) Material default by the Non-Managing Developer or any of the Non-Managing Developer's Affiliates on any loan with respect to the acquisition, development, or permanent financing of Improvement Area #2 undertaken by the Non-Managing Developer or any of the Non-Managing Developer's Affiliates;

(iv) Material default by the Non-Managing Developer or any of Non-Managing Developer's Affiliates on any loan secured by property within Improvement Area #2 owned by the Non-Managing Developer or any of the Non-Managing Developer's Affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Non-Managing Developer or any of the Non-Managing Developer's Affiliates or any determination that the Non-Managing

Developer or any of the Non-Managing Developer's Affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Non-Managing Developer, or the sale of all or substantially all of the assets of the Non-Managing Developer or any of the Non-Managing Developer's Affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages in excess of \$1,000,000 against the Non-Managing Developer or any of the Non-Managing Developer's Affiliates that may materially and adversely affect the completion of development of Improvement Area #2, or litigation that may materially and adversely affect the financial condition of the Non-Managing Developer or any of the Non-Managing Developer's Affiliates;

(viii) Any change in the legal structure, chief executive officer, or controlling ownership of the Non-Managing Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 hereof.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #2 Assessments levied within Improvement Area #2 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #2 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer, or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

The Non-Managing Developer and each other Reporting Party, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if a Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify in writing the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, the Financial Advisor, any Reporting Party, any Owner or beneficial owner of any interests in the Bonds or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been instructed in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations of Non-Managing Developer.

The Non-Managing Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or the Amenities to assume and comply with the disclosure obligations of the Non-Managing Developer under this Disclosure Agreement. The Non-Managing Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgement from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or Amenities in substantially the form attached as Exhibit E (the “Non-Managing Developer Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Non-Managing Developer shall provide written direction to the Dissemination Agent to file a copy of each Non-Managing Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Upon any such transfer to a Person, and such Person’s delivery of written acknowledgement of assumption of Non-Managing Developer’s obligations under this Disclosure Agreement as to the property transferred, the Non-Managing Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Non-Managing Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #2 resulting in such Homebuilder becoming a Significant Homebuilder, the Non-Managing Developer may (i) cause such Significant Homebuilder to comply with the Non-Managing Developer’s disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Non-Managing Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Non-Managing Developer may elect in the future to cause such Significant Homebuilder to comply with the Non-Managing Developer’s disclosure obligations, as described in (i) above.

(b) If the Non-Managing Developer elects to cause a Significant Homebuilder to comply with the Non-Managing Developer’s disclosure obligations, as described in (i) above, the Non-Managing Developer shall deliver to the Dissemination Agent, Administrator and the Issuer a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F, acknowledging and assuming the Non-Managing Developer’s obligations under this Disclosure Agreement with respect to the real property transferred (the “Significant Homebuilder

Acknowledgment”). Pursuant to Section 4(a)(ix) above, the Non-Managing Developer shall provide written direction to the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) above and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Upon any such transfer to a Significant Homebuilder and the Non-Managing Developer’s delivery of the Significant Homebuilder Acknowledgment pursuant to this Section 6(b), the Non-Managing Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the real property transferred or the obligations assigned. The Non-Managing Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an executed Significant Homebuilder Acknowledgment with respect to such real property is delivered to the Dissemination Agent, Administrator, the Issuer and the MSRB, in accordance with this Section 6(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership of real property, the Non-Managing Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of a Reporting Party under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Reporting Party, including their respective affiliates and/or successors and assigns, no longer owns 28 or more single family residential lots within Improvement Area #2, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Reporting Party, including their respective Affiliates and/or successors and assigns, respectively; provided, however, if the Non-Managing Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with Section 6(a) above, the reporting obligations of the Non-Managing Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Non-Managing Developer and such Significant Homebuilder(s) (on behalf of whom the Non-Managing Developer is reporting), including their respective affiliates and/or successors and assigns, collectively no longer own 28 or more single family residential lots within Improvement Area #2, as of each Quarterly Ending Date, or (iii) the Issuer’s issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Non-Managing Developer and such Significant Homebuilder(s) (on behalf of whom the Non-Managing Developer is reporting), including their respective affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby terminating such Reporting Party’s reporting obligations under this Disclosure Agreement (the “Termination Notice”). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Financial Advisor, the Trustee, the

applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 7 and any Termination Notice required by subsection (b) of this Section 7 has been provided to the MSRB, the Issuer, the Financial Advisor, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Non-Managing Developer and any other Reporting Party in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with thirty (30) days' notice to the Issuer, the Non-Managing Developer, and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each Reporting Party of any change in the identity of the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Wilmington Trust, National Association

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Non-Managing Developer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any reasonable amendment so requested in writing by the Non-Managing Developer or the Administrator in writing), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of a Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type

of financial information or operating data being presented by the Non-Managing Developer. The Non-Managing Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into in accordance with this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent a Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Non-Managing Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, such Reporting Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Non-Managing Developer Listed Event or Significant Homebuilder Listed Event.

SECTION 11. Content of Disclosures. In all cases, the Non-Managing Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures provided on their behalf by a Reporting Party provided hereunder.

SECTION 12. Default. In the event of a failure of any Reporting Party or the Administrator to comply with any provision of this Disclosure Agreement, (i) the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and (ii) at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions, the Dissemination Agent shall take such actions as may be necessary and appropriate to cause the applicable Reporting Party, and/or the Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of a Reporting Party, the Dissemination Agent or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by any Reporting Party or the Administrator. Additionally, a default by any Reporting Party of its obligations under this Disclosure Agreement shall not be deemed a default by any other Reporting Party of under this Disclosure Agreement.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Non-Managing Developer, Significant Homebuilder, and/or the Administrator pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. THE NON-MANAGING

DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISSEMINATION AGENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AGAINST ANY LOSS, EXPENSE, AND LIABILITIES WHICH IT MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF ITS POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT. The obligations of the Non-Managing Developer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If any Reporting Party or the Administrator does not provide the information required by Sections 3(a) or (b) in a timely manner or incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Information or Quarterly Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Non-Managing Developer agrees to hold harmless the Administrator, its officers, directors, employees, and agents against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence, or willful misconduct. The obligations of the Non-Managing Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE NON-MANAGING DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION, EXCEPT AS DESCRIBED IN SECTION 12 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation, or agreement of any Reporting Party, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future officer, agent, or employee of the Reporting Party, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder, or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #2, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #2, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law; Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Williamson County, Texas. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Disclosure Agreement.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Parties and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a delivery receipt from the recipient confirming that the e-mail was delivered with such notice. Failure to provide proof of delivery receipt does not constitute a breach or default under this Disclosure Agreement.

If to Non-Managing Developer: Meritage Homes of Texas, LLC
Attn: Justin Belmore
12301 Research Blvd, Building 4 – 4th Floor
Austin, TX 78759
E-mail: justin.belmore@meritagehomes.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th Street Suite 1300
Austin, Texas 78701
E-mail: twilliams@mwswtexas.com

If to the Dissemination Agent or Trustee: Wilmington Trust, National Association
Attn: Parker Merritt
15950 North Dallas Parkway Suite 200
Dallas, Texas
Email: pmerritt@wilmingtontrust.com

If to Administrator: P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, Texas 76182
E-mail: admin@p3-works.com

If to the Issuer: City of Hutto, Texas

500 W. Live Oak St.
Hutto, Texas 78634
Attn: City Manager
Email: James.Earp@Huttotx.gov

If to Participating Underwriter:

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
E-mail: Tdavenport@fmsbonds.com

SECTION 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of this Disclosure Agreement.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Non-Managing Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

Wilmington Trust, National Association,
Dissemination Agent

By: _____
Authorized Officer

NON-MANAGING DEVELOPER:

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

P3Works, LLC,
Administrator

By:_____

Name:_____

Title:_____

EXHIBIT A

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2)**

**NON-MANAGING DEVELOPER QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]**

Delivery Date: _____, 2026

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: 15950 N. Dallas Parkway, Suite 200
City: Dallas, Texas 75248
Telephone: (714) 384-4174
Contact Person: Attn: Corporate Trust

I. Expenditures Paid from Accounts under Indenture

1. TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #2 PROJECTS: \$ _____
2. Of the budgeted costs for Improvement Area #2 Projects shown in the Service and Assessment Plan:
 - a. Actual costs drawn from the Improvement Account¹: \$ _____

II. Status of Improvement Area #2 Projects

Projected/actual completion date of the Improvement Area #2 Projects

1. [Actual/Expected] date of completion of the Improvement Area #2 Projects:
[_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Improvement Area #2

Product Type	Number of Units
Single Family 45'	

¹ Improvement Account means the account titled Improvement Account held under the Project Fund in the Indenture.

Single Family 50'	
Single Family 60'	

IV. Lot Status in Improvement Area #2

Of the 192 lots in Improvement Area #2, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 192
2. Planned lots as of the date of this Quarterly Report: [_____]
3. Lots developed: [_____]
4. Lots platted: [_____]
5. Expected completion date of all lots in Improvement Area #2 (if incomplete):
[_____]

V. Ownership of Lots/Units in Improvement Area #2

PLANNED LOTS IN Improvement Area #2: 192

Of the 192 lots in Improvement Area #2:

1. Number of lots owned by the Non-Managing Developer or Non-Managing Developer's Affiliates: _____
2. Number of lots under contract but not closed to Homebuilder(s): _____
3. Number of lots owned by all Homebuilder(s): _____²
 - a. Number of lots owned by [*insert name of Homebuilder*]: _____³
 - b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

VI. Home Sales Information in Improvement Area #2

PLANNED HOMES IN Improvement Area #2: [_____]

Of the [_____] homes planned for Improvement Area #2:

1. How many total building permits were issued **during the current quarter?** _____
 - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____²
 - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____²
2. How many total homes have closed with homebuyers **during the current quarter?** _____
 - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____²

² If Non-Managing Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Non-Managing Developer is not using EMMA filing assistance software, Non-Managing Developer shall prepare a chart containing such Quarterly Information.

³ Include a line item for each individual Homebuilder.

- b. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: _____⁴
3. How many total homes have closed with homebuyers **cumulatively**? _____
 - a. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: _____³
 - b. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: _____³

VII. Amenities⁵

TOTAL [EXPECTED/ACTUAL] COSTS OF AMENITIES: \$[_____]

Of the \$[_____] [expected/actual] costs of the Amenities:

1. Amount spent as of Quarterly Ending Date: \$[_____]
2. [Actual/Expected] completion date of Amenities: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Improvement Area #2 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Improvement Area #2 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Improvement Area #2 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Lot Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Improvement Area #2 Assessments securing the Bonds by the Non-Managing Developer to any third-party Non-Managing Developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and

⁴ Include a line item for each individual Homebuilder.

⁵ “Amenities” mean those public and private amenities to serve the District, including (a) parks and open space open to the general public, and (b) an amenity center which may be limited to community residents.

indicate whether this third-party Non-Managing Developer/land bank has executed a Non-Managing Developer Acknowledgement pursuant to the Disclosure Agreement?

5. **Completion Agreement** – Is the Non-Managing Developer required to provide Evidence of Available Funds, as defined in and pursuant to a Completion Agreement? If so, identify the available sources of funding and provide the amount of funding needed to complete the Improvement Area #2 Projects. If the Non-Managing Developer has completed the Improvement Area #2 Projects, please attach the City Acceptance Letter (as defined in a Completion Agreement).
6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.
7. **Other** – Provide any other material information that should be disclosed.

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Prairie Winds
Public Improvement District Improvement Area #2) (the “Bonds”)
CUSIP Numbers: [insert CUSIP Numbers]
Date of Delivery: _____, 2026

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Non-Managing Developer⁶”] [“Significant Homebuilder”]) has
not provided the [Quarterly Information][Quarterly Report] [the [Quarterly
Information][Quarterly Report] was not filed in a timely manner due to
[_____] for the period ending on [Insert Quarterly Ending Date] with
respect to the Bonds as required by the Continuing Disclosure Agreement of Non-Managing
Developer related to such Bonds, by and among Meritage Homes of Texas, LLC, an Arizona
limited liability company (the “Non-Managing Developer”), P3Works, LLC, as Administrator,
and Wilmington Trust, National Association, as Dissemination Agent. The [Non-Managing
Developer][Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be
[provided][filed] by _____.

Dated: _____

Wilmington Trust, National Association,
on behalf of the Non-Managing Developer,
as Dissemination Agent

By: _____

Title: _____

cc: City of Hutto, Texas

⁶ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Prairie Winds
Public Improvement District Improvement Area #2) (the “Bonds”)
CUSIP Numbers. [insert CUSIP Numbers]
Date of Delivery: _____, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway Suite 200
Dallas, Texas 75248

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

Meritage Homes of Texas, LLC
12301 Research Blvd, Building 4 – 4th Floor
Austin, TX 78759

[Significant Homebuilder]

NOTICE IS HEREBY GIVEN that that _____, a
_____ (the [“Non-Managing Developer¹”] [“Significant Homebuilder”]) is no
longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect
to the Bonds, thereby terminating such party’s reporting obligations under the Continuing
Disclosure Agreement of Non-Managing Developer related to such Bonds, by and among Meritage
Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”),
P3Works, LLC, as Administrator, and Wilmington Trust, National Association, as Dissemination
Agent.

Dated: _____

P3Works, LLC
on behalf of the [Non-Managing Developer]
[Significant Homebuilder],
as Administrator)

By: _____

Title: _____

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Prairie Winds
Public Improvement District Improvement Area #2)
CUSIP Numbers: [insert CUSIP Numbers]
Quarterly Ending Date: _____, 2026

Re: Quarterly Report for Prairie Winds Public Improvement District – Improvement Area #2

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Non-Managing Developer related to the captioned Bonds by and among Meritage Homes of Texas, LLC, an Arizona limited liability company¹ (the “Non-Managing Developer”), P3Works, LLC, as Administrator, and Wilmington Trust, National Association, as Dissemination Agent, this letter constitutes the certificate stating that the Quarterly Information, provided by [Non-Managing Developer][_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Non-Managing Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Non-Managing Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Non-Managing Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

[OR

SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)

By: _____
Title: _____]

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF NON-MANAGING DEVELOPER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

Re: Prairie Winds Public Improvement District – Improvement Area #2 – Continuing Disclosure Obligation

Dear _____,

Per [*Insert name of applicable agreement*], as of _____, 202_, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or Amenities (as those terms are defined in the Disclosure Agreement of Non-Managing Developer (as defined herein) within Improvement Area #2 of the Prairie Winds Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Non-Managing Developer (the “Disclosure Agreement of Non-Managing Developer”) by and among Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association (the “Dissemination Agent”), with respect to the “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2),” any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2 Projects or Amenities is defined as a Non-Managing Developer.

As a Non-Managing Developer, pursuant to Section 5 of the Disclosure Agreement of Non-Managing Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Non-Managing Developer for the property which is owned as detailed in the Disclosure Agreement of Non-Managing Developer, which is included herewith.

Sincerely,

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____
Title: _____

EXHIBIT F

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

[INSERT SIGNIFICANT HOMEBUILDER CONTACT INFORMATION]

Re: Prairie Winds Public Improvement District – Improvement Area #2 – Continuing Disclosure Obligation

Dear _____,

As of _____, 202_, you own _____ lots within Improvement Area #2 of Prairie Winds Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of Non-Managing Developer related to the captioned Bonds (the “Disclosure Agreement of Non-Managing Developer”) by and among Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Non-Managing Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association (the “Dissemination Agent”), with respect to the “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Improvement Area #2),” any entity that owns 28 or more of the single family residential lots within Improvement Area #2 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Non-Managing Developer, you acknowledge and assume the reporting obligations under Sections 3(d)(iv) and 4(b) of the Disclosure Agreement of Non-Managing Developer for the property which is owned as detailed in the Disclosure Agreement of Non-Managing Developer, which is included herewith.

Sincerely,

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____

Title: _____

EXHIBIT E
REIMBURSEMENT AGREEMENT

**PRAIRIE WINDS PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #2)**

This Prairie Winds Public Improvement District Reimbursement Agreement (Improvement Area #2) (this “Reimbursement Agreement”) is executed by and between the City of Hutto, Texas (“City”) and GRBK Edgewood, LLC, a Texas limited liability company (the “Managing Developer”) (each individually referred to as a “Party” and collectively as the “Parties”) effective as of _____, 2026.

RECITALS

WHEREAS, on July 6, 2023, the City Council of the City (the “City Council”) passed and approved Resolution No. R-2023-140 (the “Creation Resolution”) authorizing the creation of the Lidell Walker Public Improvement District (the “District”), covering approximately 263.02 acres of land described in the Creation Resolution (the “District Property”); and

WHEREAS, upon written request of the Managing Developer, and in accordance with the PID Financing Agreement (defined below), the City agreed to formally change the name of the District to “Prairie Winds Public Improvement District”; and

WHEREAS, pursuant to that certain Joint Ownership and Development Agreement entered into by the Managing Developer and Meritage Homes of Texas, LLC, a Texas limited liability company (the “Consenting Party”) on October 26, 2023 (the “JODA”), the Managing Developer and the Consenting Party designated Green Brick as the “Managing Developer”, as defined therein, and empowered Green Brick to act on behalf of itself and the Consenting Party with respect to this Reimbursement Agreement, with the consent of the Consenting Party with respect to any Major Decisions (defined in the JODA); and

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property (defined in the Service and Assessment Plan (defined herein)) within the District; and

WHEREAS, the City Council approved that certain Prairie Winds Public Improvement District Financing Agreement (the “PID Financing Agreement”), on October 17, 2024, by and between the Managing Developer and the City, with the Consenting Party consenting thereto; and

WHEREAS, the Managing Developer is currently developing the Authorized Improvements (defined below) that serve the District Property located within the boundaries of Improvement Area #2, as shown on **Exhibit “A”** attached hereto (“Improvement Area #2”); and

WHEREAS, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #2 (the “Improvement Area #2 Improvements”), including Improvement Area #2’s allocable share of any Authorized Improvements that provide a benefit to the entire District (the Improvement Area #2 Major Improvements and collectively with the

Improvement Area #2 Improvements, the “Improvement Area #2 Projects”, which will be further described, including estimated costs of the various Authorized Improvements, in a Service and Assessment Plan) and levy assessments against certain District Property within Improvement Area #2 (the “Improvement Area #2 Assessments”) in accordance with the Assessment Roll attached to a Service and Assessment Plan for Improvement Area #2 (as the same may be amended or updated from time to time, the “Service and Assessment Plan”) within the District; and

WHEREAS, it is intended that PID Bonds (defined below) will be issued to finance a portion of the Actual Costs (defined below) of, among other things, the Improvement Area #2 Projects (the Actual Costs of the Improvement Area #2 Projects being the “Improvement Area #2 Projects Cost”); and

WHEREAS, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

WHEREAS, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #2 Assessments, including foreclosure sale proceeds, first into a segregated fund held by the City (the “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that the portion of the Improvement Area #2 Projects Cost which is not financed by the proceeds of a series of PID Bonds shall be paid for with the hereinafter-defined Improvement Area #2 Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as will be further described in the PID Financing Agreement; and

WHEREAS, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #2 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated herein as part of this Reimbursement Agreement for all purposes.
2. Definitions. If any of the following defined terms are given a different definition in the PID Financing Agreement and/or the Indenture, then that definition shall govern in the event of a conflict.
 - a. Actual Costs - shall mean the Managing Developer’s demonstrated costs for designing and constructing the Improvement Area #2 Projects. Actual Cost(s) may include (a) the costs incurred by or on behalf of Managing Developer for the design, planning, acquisition, installation, construction and/or implementation of such Improvement Area #2 Improvement, (b) the costs

incurred in preparing the construction plans for such Improvement Area #2 Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #2 Improvement, (d) the costs incurred by or on behalf of the Managing Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Improvement Area #2 Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the latter of the date of this Reimbursement Agreement or the respective dates of the expenditures until the date of reimbursement therefore.

- b. Authorized Improvements – shall mean any authorized improvement authorized under the provisions of the PID Act.
 - c. PID Bonds – shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Improvement Area #2 Projects, and any bonds issued to refund all or a portion of any outstanding PID Bonds.
 - d. Pledged Revenues – shall mean the sum of (i) revenues from special assessments from property owners within Improvement Area #2 less (a) administrative expenses and (b) delinquent collection costs; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of PID Bonds.
- 3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the Indenture once executed.
 - 4. Payment of Improvement Area #2 Projects Cost. The City shall pay the Improvement Area #2 Projects Cost pursuant to executed and approved Certifications for Payment (defined below) in the manner provided for in the PID Financing Agreement from the Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #2 Projects Cost pursuant to executed and approved Certifications for Payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Bonds issued for Improvement Area #2.
 - 5. Improvement Area #2 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Managing Developer, and the Managing Developer shall be entitled to receive from the City an amount not

to exceed [\$6,947,000.00] (the “Improvement Area #2 Reimbursement Obligation”), in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations in the PID Financing Agreement, until [December 1, 2061] (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvement Area #2 Projects Cost in excess of the amount of the Improvement Area #2 Assessments collected. The Improvement Area #2 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Managing Developer, solely from the Pledged Revenues deposited in the Operating Account or the improvement account of the project fund created by an Indenture (the “Improvement Account”). The Improvement Area #2 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City, and represents the total allowable costs to be assessed against Improvement Area #2 for the Improvement Area #2 Projects that are not paid through the issuance of PID Bonds. The interest rate paid to the Managing Developer on the Improvement Area #2 Reimbursement Obligation shall be of three percent [(__%)], but in no event shall exceed, for a period of five years, as determined by the City Council of the City, five percent above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month before the date the obligation was incurred. The interest rate is hereby approved by the City and complies with the PID Act. Interest will accrue at the interest rate stated above from the date that the Improvement Area #2 Assessments are levied by the City. Following the issuance of PID Bonds, interest will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds, plus any additional interest permitted by the PID Act and the Service and Assessment Plan. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.

6. Obligated Payment Sources. The Improvement Area #2 Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Managing Developer and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #2 Reimbursement Obligation is not paid in full at the Maturity Date. The Improvement Area #2 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest to the Managing Developer is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.
7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Williamson County Tax Assessor-Collector, the Improvement Area #2 Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #2 Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Section 3.03 of the PID Financing Agreement.

8. Process for Payment for the Improvement Area #2 Reimbursement Obligation. The Managing Developer may submit to the City a written request for payment in the form and manner provided for in the PID Financing Agreement (a “Certification for Payment”) of any funds then available in the Operating Account following February 1st of each year. Upon receipt of the Certification for Payment for the Improvement Area #2 Projects described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Managing Developer within thirty (30) days. This process will continue until the Improvement Area #2 Reimbursement Obligation and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #2 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.
9. Termination. Once either (i) all payments paid to the Managing Developer under this Reimbursement Agreement are equal to the Improvement Area #2 Reimbursement Obligation plus any accrued and unpaid interest, (ii) PID Bonds are issued to reimburse the Managing Developer for the Actual Costs of the Authorizing Improvements benefiting Improvement Area #2, the proceeds of which equal the Improvement Area #2 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and less any payments made from the Bond Trustee pursuant to this Reimbursement Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #2 Reimbursement Obligation, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #2 Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area #2 Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further however that if any Improvement Area #2 Assessments remain due and payable and are uncollected on the Maturity Date, such Improvement Area #2 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #2 for any outstanding PID Bonds, and then paid to the Managing Developer and applied to the Improvement Area #2 Reimbursement Obligation. Under no circumstances will either payments made under this Reimbursement Agreement or the PID Bonds exceed the Reimbursement Obligation.
10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Managing Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Managing Developer acknowledges that no appropriation of City funds

has been or will be made to provide payments due under this Reimbursement Agreement. Further, Managing Developer acknowledges that the only source of funds for payment under this Reimbursement Agreement is from the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #2 Reimbursement Obligation.

11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #2 Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Managing Developer pursuant to the provisions thereof) in effect as of the date of this Reimbursement Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Managing Developer, may reduce the amount of the Improvement Area #2 Reimbursement Obligation by a corresponding amount, provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #2 Reimbursement Obligation to be less than zero.
12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside of this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #2 Projects.
13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in, the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Williamson County, Texas.
14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Hutto
Attn: James Earp, City Manager
500 West Live Oak Street
Hutto, Texas 78634
Email: james.earp@huttotx.gov

With a copy to: Bojorquez Law Firm, PC
Attn: Dottie Pumbo, City Attorney

11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

If to
Managing Developer: GRBK Edgewood, LLC
Attn: Austin Evetts
9430 Research Blvd.
Echelon Bldg. IV. Suite 180
Austin, Texas 78759
Email: aevetts@greenbrickpartners.com

With a copy to: Meritage Homes of Texas, LLC
Attn: Justin Belmore
12301 Research Blvd., Bldg 4, Suite 400
Austin, Texas 78759
Email: justin.belmore@meritagehomes.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley J. Williams
221 W. 6th, Suite 1300
Austin, Texas 78701
Email: Twilliams@mwswtexas.com

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.
16. Exclusive Rights of Managing Developer. Managing Developer's right, title and interest into the payments of Improvement Area #2 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Managing Developer (or its Transferee (defined below)) and no other third party shall have any claim or right to such funds unless Managing Developer transfers its rights to its Improvement Area #2 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Managing Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Managing Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Managing Developer in and to payment of its Improvement Area #2 Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if

such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Managing Developer that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Managing Developer agrees that the City may rely conclusively on any written notice of a Transfer provided by Managing Developer without any obligation to investigate or confirm the Transfer.

17. Assignment.

- a. Subject to subparagraph (b) below, Managing Developer may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement with respect to the Improvement Area #2 Reimbursement Obligation. Managing Developer shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Managing Developer shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign (as is or will be defined in the PID Financing Agreement) unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to

the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.

- e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
- b. If the Managing Developer is in Default, the City’s sole and exclusive remedy shall be to seek specific performance of this Reimbursement Agreement. No Default by the Managing Developer, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the Operating Account or the Improvement Account as provided in Section 5 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific performance, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific performance.

If the City is in Default and fails to cure after being notified, the Managing Developer’s shall request non-binding mediation before (1) seeking a writ of mandamus to compel performance by the City; or (2) seeking specific performance of this Reimbursement Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Managing Developer or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence

of any default to the best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Verifications of Statutory Representations and Covenants. The Managing Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Reimbursement Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

- a. Not a Sanctioned Company. The Managing Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation 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.
- b. No Boycott of Israel. The Managing Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- c. No Discrimination Against Firearm Entities. The Managing Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
- d. No Boycott of Energy Companies. The Managing Developer 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 Reimbursement Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

21. Form 1295.

- a. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Managing Developer hereby represents that it is a publicly traded business entity or a wholly-owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Reimbursement Agreement.
- b. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Consenting Party hereby represents that it is a publicly traded business entity or a wholly-owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Reimbursement Agreement.

22. Miscellaneous.

- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Managing Developer to enforce its remedies under this Reimbursement Agreement.
- b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Managing Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Managing Developer.
- c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY OF HUTTO, TEXAS

By: _____
Name: James Earp
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Laura Hallmark
Title: City Secretary

[Signatures Continue on Next Page]

MANAGING DEVELOPER:

GRBK Edgewood, LLC, a Texas
limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by
_____, _____ of GRBK Edgewood, LLC, a Texas limited liability company,
on behalf of said entity.

(SEAL)

Notary Public, State of Texas

It is hereby acknowledged that the party executing this Reimbursement Agreement below executes this Reimbursement Agreement solely due to the fact that it is an owner, but not the Managing Developer, and except for its obligations expressly set forth under the JODA, has no rights, duties, or obligations to the City or the Managing Developer, or otherwise in connection with this Reimbursement Agreement.

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, _____ of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said entity.

(SEAL)

Notary Public, State of Texas

**Exhibit “A”
Improvement Area #2**

[See attached]

AGENDA ITEM REPORT

9.3.



To: City Council

Subject: Conduct a public hearing and possible action on Ordinance No. O-2026-012 approving the levy of special assessments for, and apportioning the costs of, certain improvements to property in and for the Cottonwood Public Improvement District Improvement Area #3; fixing a charge and lien against all properties withing the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and truck owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date. (Alberta Barrett)

Meeting: Thursday, April 2, 2026

Department: Finance /

Staff Contact:

ITEM SUMMARY:

Prior Action:

- On January 18, 2019, the City Council approved the Development Agreement;
- The Cottonwood Public Improvement District was created on April 1, 2021 by Resolution No. R-2021-029;
- The original Service and Assessment plan was approved on June 3, 2021 by Ordinance No. O-2021-032;
- Improvement Area #1 PID Bonds were approved and sold on October 21, 2021 by Ordinance No. O-2021-039;
- City Council approved the Second Amended and Restated Development Agreement on September 16, 2021;
- On October 21, 2021, the City council approved issuance of \$10,215,000 Improvement Area #1 Special Assessment Revenue Bonds, Series 2021;
- On August 15, 2024, the Service and Assessment Plan was updated by Ordinance No. O-2024-045.
- On February 26, 2025, the City Council approved the issuance of \$6,458,000 Improvement Area #2 Special Assessment Revenue Bonds, Series 2025
- On March 12, 2026, City Council received a presentation on the draft service and assessment plan for Improvement Area #3, approved the form and publication of the preliminary offering memorandum, and called a public hearing.

This Meeting.

AGENDA ITEM REPORT

9.3.



Continue the public hearing until April 16th. Due to numerous circumstances (Good Friday (April 3) market scheduling - the stock market is closed and bond market is open for less than a full day, market volatility, geopolitical considerations, to name a few), FMS has recommended to the City that the pricing be delayed until the second meeting in April (specifically April 16th). The expected close date on the bonds will be May 7.

April 16th Meeting

- Council will consider a public hearing on levying assessments for the costs of the proposed public improvements to be provided in the Cottonwood Public Improvement District Improvement Area No. 3.
- Council will consider an Ordinance approving the levy of assessments for the costs of certain improvements to be provided in the Cottonwood Public Improvement District Improvement Area No. 3 project; fixing a charge and lien against all properties within Improvement Area No. 3 of the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in improvement area No. 3 of the district; approving a service and assessment plan; providing a severability clause; and providing an effective date; and take appropriate action.
- Council will consider an Ordinance approving the issuance of the " Special Assessment Revenue Bonds, Series 2026 (Cottonwood District Improvement Area No. 3 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date; and take appropriate action.

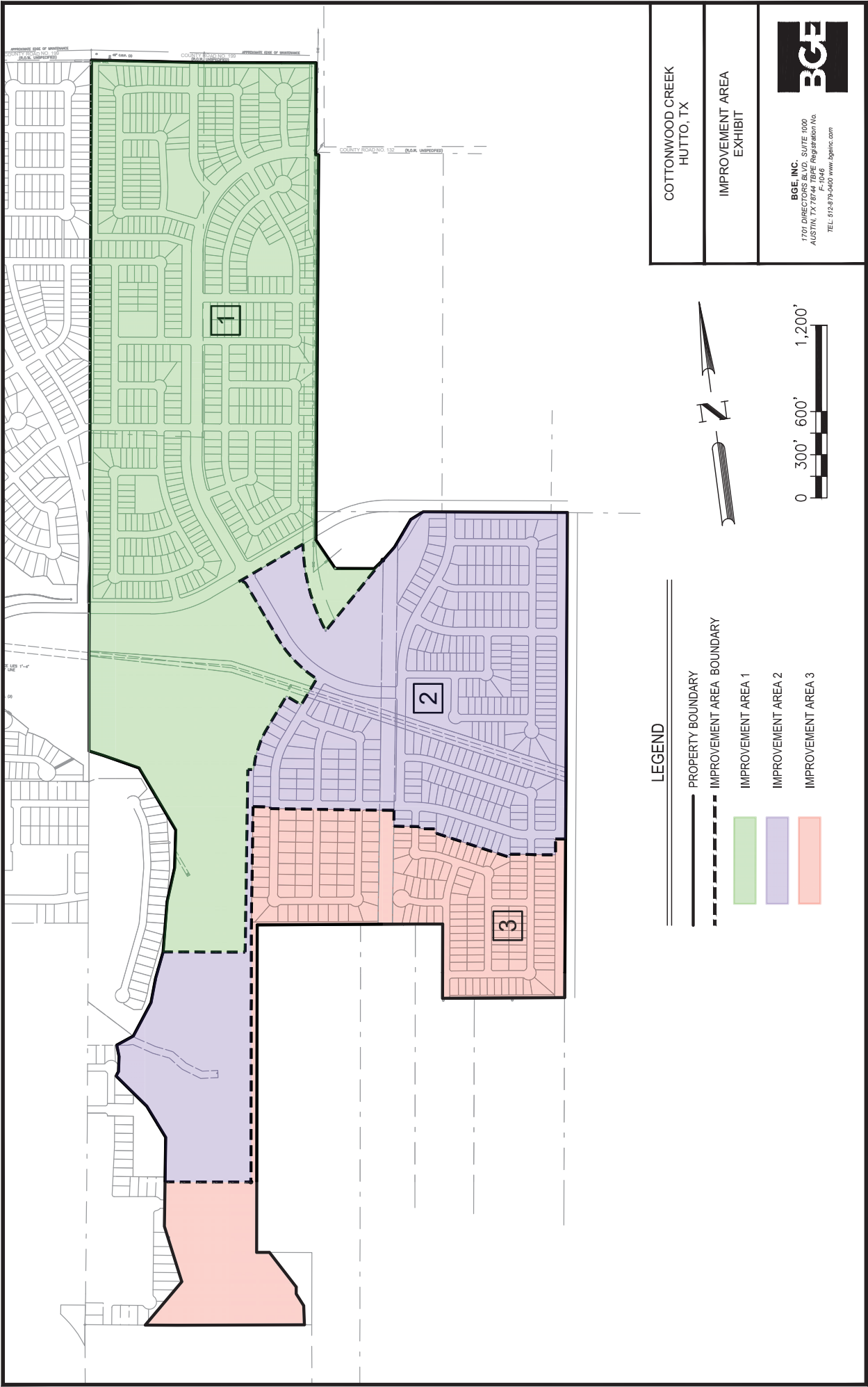
On May 7th, 2026, the City will close on the Special Assessment Revenue Bonds, Series 2026 (Cottonwood Public Improvement District Improvement Area No. 3) and delivery of the funds to the trustee.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Map Cottonwood
2. AssessmentOrdinance



ORDINANCE NO. O-2026-__

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, on March 18, 2021, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on April 1, 2021 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2021-029 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, the City published notice of its authorization of the creation of the District on April 19, 2021 in the *Taylor Press*, a newspaper of general circulation in the City; and

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

WHEREAS, the District is expected to be developed in phases, which began with areas designated as "Improvement Area #1"("Improvement Area #1") and, "Improvement Area #2" ("Improvement Area #2"), and is continuing with an area designated as "Improvement Area #3" ("Improvement Area #3"), each within the District; and

WHEREAS, the City has previously issued bonds and levied assessments to fund development within Improvement Area #1 and Improvement Area #2; and

WHEREAS, pursuant to the Act, the proposed assessment roll for Improvement Area #3 (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published on March 22, 2026, to consider the levy of the proposed assessments (the "*Assessments*") on real property within Improvement Area #3 was published in the *Taylor Press*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on April 2, 2026, held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

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

WHEREAS, the Service and Assessment Plan shall also serve as the City's annual update, as required by the Act, for 2026; and

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

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

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and

WHEREAS, the City Council closed the hearing on April 2, 2026, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

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

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

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

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for Improvement Area #3 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within Improvement Area #3 (the "IA#3 Improvements"). The IA#3 Improvements benefit and serve all of the property within Improvement Area #3 and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Improvement Area #3 that: (i) the enhancement and value to accrue to Improvement Area #3 and the real and true owner or owners thereof by virtue of construction of the IA#3 Improvements will be equal to or in excess of the amount of the cost of the proposed IA#3 Improvements; (ii) that the apportionment of the costs of the IA#3 Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the IA#3 Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said IA#3 Improvements in Improvement Area #3 in

relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the IA#3 Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #3, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said IA#3 Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibits J-1 and J-2 of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within Improvement Area #3, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibits J-1 and J-2 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within Improvement Area #3 and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibits J-1 and J-2 to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the IA#3 Improvements to be assessed against the property within Improvement Area #3, shall be as set forth in the Service and Assessment Plan.

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

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

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

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

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the IA#3 Improvements, including debt service on obligations issued to pay the costs of the IA#3 Improvements, and the establishment of each such fund is hereby approved.

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

(i) This Ordinance, including the Service and Assessment Plan attached hereto as Exhibit A shall be recorded in the real property records of Williamson County, Texas, and posted on the City's website as required by the Act.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. The City Secretary shall publish this ordinance on the City's website and shall publish the approval of this ordinance by the City Council in the approved City Council minutes.

Section 11. Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

Section 12. 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.

Section 13: This Ordinance shall take effect immediately after its passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 2nd of April, 2026 on a vote of _____ AYES; _____ NAYS; _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Exhibit A

COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

(see attached)

Cottonwood Creek Public Improvement District

2026 PRELIMINARY AMENDED AND RESTATED SERVICE AND
ASSESSMENT PLAN
MARCH 12, 2026



TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	5
Section II: The District	15
Section III: Authorized Improvements	15
Section III-A: Owner Funded Improvements	18
Section IV: Service Plan	19
Section V: Assessment Plan	19
Section VI: Terms of the Assessments	23
Section VII: Assessment Rolls.....	29
Section VIII: Additional Provisions	29
List of Exhibits	31
Exhibit A-1 – District Legal Description	33
Exhibit A-2 – Improvement Area #1 Legal Description	45
Exhibit A-3 - Improvement Area #2 Legal Description.....	54
Exhibit A-4 - Improvement Area #3 Legal description	59
Exhibit B-1 – District Boundary Map.....	63
Exhibit B-2 – Improvement Area Map	64
Exhibit C – Authorized Improvements	65
Exhibit D – Service Plan	66
Exhibit E – Sources and Uses.....	67
Exhibit F – Improvement Area #1 Assessment Roll	68
Exhibit G – Improvement Area #1 Annual Installments.....	83
Exhibit H - Improvement Area #2 Assessment Roll	84
Exhibit I - Improvement Area #2 Annual Installments.....	91
Exhibit J-1 - Improvement Area #3 Assessment Roll for Billing	92
Exhibit J-2 - Improvement Area #3 Assessment Roll by Lot and Block	93
Exhibit K - Improvement Area #3 Annual Installments.....	98
Exhibit L – Maximum Assessment.....	99
Exhibit M – Maps of Improvement Area #1 Improvements	100
Exhibit N – Maps of Improvement Area #2 Improvements.....	103

Exhibit O - Maps of Improvement Area #3 Improvements.....	106
Exhibit P – Notice of Assessment Termination	109
Exhibit Q-1 – Phase 5 Final Plat.....	112
Exhibit Q-2 – Phase 6 Final Plat.....	117
Exhibit Q-3 – Phase 7 Preliminary Plat.....	121
Exhibit R – Lot Type Classification Map	129
Exhibit S – Buyer Disclosures	130
Cottonwood Creek Public Improvement District – Improvement Area #1 - Lot Type 1 Homebuyer Disclosure.....	131
Cottonwood Creek Public Improvement District – Improvement Area #1 - Lot Type 2 Homebuyer Disclosure.....	137
Cottonwood Creek Public Improvement District – Improvement Area #1 - Lot Type 3 Homebuyer Disclosure.....	143
Cottonwood Creek Public Improvement District – Improvement Area #1 - Lot Type Duplex Homebuyer Disclosure.....	149
Cottonwood Creek Public Improvement District – Improvement Area #2 - Lot Type 4 Homebuyer Disclosure.....	155
Cottonwood Creek Public Improvement District – Improvement Area #2 - Lot Type 5 Homebuyer Disclosure.....	161
Cottonwood Creek Public Improvement District – Improvement Area #2 - Lot Type 6 Homebuyer Disclosure.....	167
Cottonwood Creek Public Improvement District – Improvement Area #2 - Lot Type 7 Homebuyer Disclosure.....	173
Cottonwood Creek Public Improvement District – Improvement Area #3 - Lot Type 8 Homebuyer Disclosure.....	179
Cottonwood Creek Public Improvement District – Improvement Area #3 - Lot Type 9 Homebuyer Disclosure.....	185
Cottonwood Creek Public Improvement District – Improvement Area #3 - Initial Parcel R020594 Buyer Disclosure.....	191
Cottonwood Creek Public Improvement District – Improvement Area #3 - Initial Parcel R020576 Buyer Disclosure.....	197
Exhibit T – Improvement Area #3 Engineer’s Report.....	203

INTRODUCTION

Capitalized terms used in this 2026 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2026 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes.

On April 1, 2021, the City Council passed and approved Resolution No. R-2021-029 authorizing the creation of the Cottonwood Creek Public Improvement District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act.

On June 3, 2021, the City Council approved the June 2021 Service and Assessment Plan by adopting Ordinance No. 2021-032, authorizing the levy of Improvement Area #1 Assessments on Improvement Area #1 Assessed Property and approving the Improvement Area #1 Assessment Roll.

On October 21, 2021, the City Council approved the October 2021 Service and Assessment Plan by adopting Ordinance No. 2021-065, which served to amend and restate the June 2021 Service and Assessment Plan, in its entirety, for the purposes of (1) issuing the Improvement Area #1 Bonds and (2) updating 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.

On August 3, 2023, the City approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. O-2023-041, which updated the Assessment Roll for 2023.

On August 15, 2024, the City approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. O-2024-045, which updated the Assessment Roll for 2024.

On February 6, 2025, the City Council passed and approved Ordinance No. O-2025-006 approving the 2025 Amended and Restated Service and Assessment Plan which served to amend and restate the October 2021 Service and Assessment Plan, in its entirety, for the purposes of (1) levying Improvement Area #2 Assessments on Improvement Area #2 Assessed Property, (2) issuing Improvement Area #2 Bonds, and (3) updating the Assessment Rolls.

On September 18, 2025, the City approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. O-2025-038, which updated the Assessment Roll for 2025.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2026 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2025 Amended and Restated Service and Assessment Plan in its entirety, for the purposes of (1) levying Improvement Area #3 Assessments on Improvement Area #3 Assessed Property, (2) issuing Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 370.312 acres located within the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted on the map in **Exhibit B-1**.

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

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll for Improvement Area #1 is contained in **Exhibit F**. The Assessment Roll for Improvement Area #2 is contained in **Exhibit H**. The Assessment Roll for Improvement Area #3 is contained in **Exhibit J-1**.

SECTION I: DEFINITIONS

“2022 Annual Service Plan Update” means the 2022 Annual Service Plan Update, as approved by the City Council on August 18, 2022.

“2023 Annual Service Plan Update” means the 2023 Annual Service Plan Update, as approved by the City Council on August 3, 2023.

“2024 Annual Service Plan Update” means the 2024 Annual Service Plan Update, as approved by the City Council on August 15, 2024.

“2025 Amended and Restated Service and Assessment Plan” means the 2025 Amended and Restated Service and Assessment Plan, as approved by the City Council on February 6, 2025.

“2025 Annual Service Plan Update” means the 2025 Annual Service Plan Update, as approved by the City Council on September 18, 2025.

“2026 Amended and Restated Service and Assessment Plan” means this 2026 Amended and Restated Service and Assessment Plan, as approved by the City Council on _____, 2026.

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

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

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

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2026 Amended and Restated Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2026 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this 2026 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Appraisal District” means Williamson Central Appraisal District.

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

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

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

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

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F**, the Improvement Area #2 Assessment Roll included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit H**, and the Improvement Area #3 Assessment Roll included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit J-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

“Authorized Improvements” mean all costs to be paid with Assessments, including Public Improvements, Bond Issuance Costs, and District Formation Expenses.

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

“City” means the City of Hutto, Texas.

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

“Consenting Party” means Hutto 372, Ltd., a Texas Limited Partnership, which, as of the date of the levy of the Improvement Area #1 Assessments, owned all property in the District other than Improvement Area #1.

“County” means Williamson County, Texas.

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other

delinquent amounts due under this 2026 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney's fees actually paid but excluding amounts representing interest and penalty interest.

"District" means the Cottonwood Creek Public Improvement District, consisting of the approximately 370.312 acres within the City, as described by metes and bounds on **Exhibit A-1** and by the map on **Exhibit B-1**.

"District Formation Expenses" means the costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

"Estimated Buildout Value" means the estimated value of an Assessed Property after completion of the vertical improvements (e.g. house, office building, etc.), and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Improvement Area" means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3.

"Improvement Area #1" means approximately 186.341 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

"Improvement Area #1 Annual Installment" means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to the Original Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for Improvement Area #1 attached as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” means those certain “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2021 (Cottonwood Creek Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” means those Public Improvements that only benefit Improvement Area #1.

“Improvement Area #1 Projects” means Improvement Area #1 Improvements, Improvement Area #1’s allocable share of District Formation Expenses, and Bond Issuance Costs for the Improvement Area #1 Bonds.

“Improvement Area #2” means approximately 118.569 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-3**.

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

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Ordinance” means Ordinance No. O-2025-006, which was passed and adopted by the City Council on February 6, 2025, and levied the Improvement Area #2 Assessments against the Improvement Area #2 Assessed Property.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for Improvement Area #2 attached as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

“Improvement Area #2 Bonds” means those certain “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2025 (Cottonwood Creek Public Improvement District Improvement Area #2 Project)”, that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Improvements” means those Public Improvements that only benefit Improvement Area #2.

“Improvement Area #2 Landowner” means KW-HS Lot Option Pool 01, LLC, a Delaware limited liability company.

“Improvement Area #2 Projects” means the Improvement Area #2 Improvements, Improvement Area #2’s allocable share of District Formation Expenses, and Bond Issuance Costs for the Improvement Area #2 Bonds.

“Improvement Area #3” means approximately 65.402 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-4**.

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

“Improvement Area #3 Assessed Property” means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

“Improvement Area #3 Assessment” means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to the Improvement Area #3 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #3 Assessment Ordinance” means Ordinance No. _____, which was passed and adopted by the City Council on _____, 2026, and levied the Improvement Area #3 Assessments against the Improvement Area #3 Assessed Property.

“Improvement Area #3 Assessment Roll” means the Assessment Roll for Improvement Area #3 attached as **Exhibit J-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

“Improvement Area #3 Bonds” mean those certain “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project)”, that are secured by Improvement Area #3 Assessments.

“Improvement Area #3 Improvements” mean those Public Improvements that only benefit Improvement Area #3.

“Improvement Area #3 Landowner” means KW-HS Lot Option Pool 01, LLC, a Delaware limited liability company.

“Improvement Area #3 Projects” means the Improvement Area #3 Improvements, Improvement Area #3’s allocable share of District Formation Expenses, and Bond Issuance Costs for the Improvement Area #3 Bonds.

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

“June 2021 Service and Assessment Plan” means the 2021 Service and Assessment Plan, as approved by the City Council on June 3, 2021, by Ordinance No. 2021-032, which authorized the levy of Improvement Area #1 Assessments on Improvement Area #1 Assessed Property and (2) approved the Improvement Area #1 Assessment Roll.

“Landowner(s)” means the Owner, the Consenting Party, the Improvement Area #2 Landowner, and the Improvement Area #3 Landowner.

“Landowner Agreement” means any landowner agreement between the City and a Landowner in which a Landowner (i) acknowledges that the applicable Authorized Improvements provide a benefit to the applicable Assessed Property owned by such Landowner and (ii) consents to the imposition of the applicable Assessments levied on the applicable Assessed Property for the Actual Costs associated therewith.

“Lot” means, for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat.

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

“Lot Type 1” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 40’ lot. The location of each Lot designated as a Lot Type 1 is shown on **Exhibit R**.

“Lot Type 2” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The location of each Lot designated as a Lot Type 2 is shown on **Exhibit R**.

“Lot Type 3” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The location of each Lot designated as a Lot Type 3 is shown on **Exhibit R**.

“Lot Type 4” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 45’ lot. The location of each Lot designated as a Lot Type 4 is shown on **Exhibit R**.

“Lot Type 5” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The location of each Lot designated as a Lot Type 5 is shown on **Exhibit R**.

“Lot Type 6” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The location of each Lot designated as a Lot Type 6 is shown on **Exhibit R**.

“Lot Type 7” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The location of each Lot designated as a Lot Type 7 is shown on **Exhibit R**.

“Lot Type 8” means a Lot in Improvement Area #3 designated as such on the Improvement Area #3 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The location of each Lot designated as a Lot Type 8 is shown on **Exhibit R**.

“Lot Type 9” means a Lot in Improvement Area #3 designated as such on the Improvement Area #3 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The location of each Lot designated as a Lot Type 9 is shown on **Exhibit R**.

“Lot Type Duplex” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot anticipated to contain a duplex unit. The location of each Lot designated as a Lot Type Duplex is shown on **Exhibit R**.

“Maximum Assessment” means for each Lot Type within the District, at the time a new Lot is created by plat an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit L**.

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

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit P**.

“October 2021 Service and Assessment Plan” means the 2021 Service and Assessment Plan, as approved by the City Council on October 21, 2021 by Ordinance No. 2021-065, which served to amend and restate the June 2021 Service and Assessment Plan in its entirety for the purposes of (1) issuing Improvement Area #1 Bonds and (2) updating the Improvement Area #1 Assessment Roll.

“Original Assessment Ordinance” means Ordinance No. O-2021-032, which was passed and adopted by the City Council on June 3, 2021, and levied the Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property.

“Original Service and Assessment Plan” means the Cottonwood Creek Public Improvement District Service and Assessment Plan approved by the Original Assessment Ordinance as updated and amended from time to time.

“Owner” means Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, and its successors and assigns.

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

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

“Phase 5 Final Plat” means the Final Plat of Cottonwood Phase 5, recorded with the County on May 14, 2024, and attached as **Exhibit Q-1**.

“Phase 6 Final Plat” means the Final Plat of Cottonwood Phase 6, recorded with the County on December 18, 2024, and attached as **Exhibit Q-2**.

“Phase 7 Final Plat” means the Final Plat of Cottonwood Phase 7, recorded with the County on _____, 2026, and attached as **Exhibit Q-3**.

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

“PID Bonds” mean any bonds issued by the City, if applicable, that are secured by Assessments levied on Assessed Property within the District, including the Improvement Area #1 Bonds, the Improvement Area #2 Bonds and the Improvement Area #3 Bonds.

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

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

“Property ID” means a unique number assigned to each Parcel by the Appraisal District.

“Public Improvements” mean improvements authorized by Section 372.003 of the PID Act as more specifically described in **Section III** and depicted on **Exhibit M**, **Exhibit N** and **Exhibit O**.

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

“Tax Parcel” means a Parcel that has been assigned a tax map identification number by the Williamson Central Appraisal District.

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

SECTION II: THE DISTRICT

The District includes approximately 370.312 acres located within the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted on the map on **Exhibit B-1**. Development of the District is anticipated to include approximately 4 duplex Lots and 975 single-family home Lots.

Improvement Area #1 includes approximately 186.341 acres as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Improvement Area #1 contains 4 duplex Lots and 542 single-family home Lots.

Improvement Area #2 includes approximately 118.569 acres as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-2**. Improvement Area #2 contains 262 single-family home Lots.

Improvement Area #3 includes approximately 65.402 acres as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-2**. Development of Improvement Area #3 is anticipated to contain 171 single-family home Lots.

SECTION III: AUTHORIZED IMPROVEMENTS

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

A. Improvement Area #1 Improvements

▪ *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

▪ *Drainage*

Improvements include trench excavation and embedment, trench safety, reinforced

concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

B. Improvement Area #2 Improvements

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage*

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), clearing and erosion control, concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed

areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

C. Improvement Area #3 Improvements

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage*

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

Improvements include mobilization, clearing, erosion controls, subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

D. Bond Issuance Costs and District Formation Expenses

- *Debt Service Reserve Fund*

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

- *Capitalized Interest*

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

- *Underwriter's Discount*

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

- *Cost of Issuance*

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

- *District Formation Expenses*

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

SECTION III-A: OWNER FUNDED IMPROVEMENTS

The following improvements are Owner Funded Improvements that are funded entirely by the Owner and are not eligible for repayment by Assessments.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the District. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

SECTION IV: SERVICE PLAN

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

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

SECTION V: ASSESSMENT PLAN

The PID Act allows the City to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

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

- Improvement Area #1 Projects were allocated to Improvement Area #1 Assessed Property pro rata based on Estimated Buildout Value as shown on **Exhibit L**.
- Improvement Area #2 Projects were allocated to Improvement Area #2 Assessed Property pro rata based on Estimated Buildout Value as shown on **Exhibit L**.
- Improvement Area #3 Projects shall be allocated to Improvement Area #3 Assessed Property pro rata based on Estimated Buildout Value as shown on **Exhibit L**.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied on the Improvement Area #3 Assessed Property according to the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

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

- *Improvement Area #1*
 1. The costs of Improvement Area #1 Projects equal \$15,005,248, as shown on **Exhibit C**; and
 2. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects allocated to Improvement Area #1 Assessed Property; and
 3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equaled \$10,215,000 at the time of levy, of which \$9,088,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F**; and

4. The special benefit ($\geq \$15,005,248$) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects allocated to Improvement Area #1 Assessed Property is greater than the amount of Improvement Area #1 Assessments (\$10,215,000) levied on the Improvement Area #1 Assessed Property.
5. At the time the City Council approved the Original Assessment Ordinance levying Improvement Area #1 Assessments on Improvement Area #1, the Owner owned 100% of the Improvement Area #1 Assessed Property. In a Landowner Agreement with the City, the Owner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Original Assessment Ordinance, and (2) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Projects equal \$15,572,214, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects allocated to Improvement Area #2 Assessed Property; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equaled \$6,458,000 at the time of levy, of which \$6,359,000 remains outstanding, as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit H**; and
4. The special benefit ($\geq \$15,572,214$) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects allocated to Improvement Area #2 Assessed Property is greater than the amount of Improvement Area #2 Assessments (\$6,458,000) levied on the Improvement Area #2 Assessed Property.
5. At the time the City Council approved the Improvement Area #2 Assessment Ordinance levying Improvement Area #2 Assessments on Improvement Area #2, the Improvement Area #2 Landowner owned 100% of the Improvement Area #2 Assessed Property. In a Landowner Agreement with the City, the Improvement Area #2 Landowner acknowledged that the Improvement Area #2 Projects confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs

associated therewith. The Improvement Area #2 Landowner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Improvement Area #2 Assessment Ordinance, and (2) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

▪ *Improvement Area #3*

1. The costs of Improvement Area #3 Projects equal \$4,187,100, as shown on **Exhibit C**; and
2. The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Costs of the Improvement Area #3 Projects allocated to Improvement Area #3 Assessed Property; and
3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied for the Improvement Area #3 Projects, which equal \$3,327,000 as shown on the Improvement Area #3 Assessment Roll, attached as **Exhibit J-1**; and
4. The special benefit ($\geq \$4,187,100$) received by the Improvement Area #3 Assessed Property from the Improvement Area #3 Projects allocated to Improvement Area #3 Assessed Property is greater than the amount of Improvement Area #3 Assessments (\$3,327,000) levied on the Improvement Area #3 Assessed Property.
5. At the time the City Council approved the Improvement Area #3 Assessment Ordinance levying Improvement Area #3 Assessments on Improvement Area #3, the Improvement Area #3 Landowner owned 100% of the Improvement Area #3 Assessed Property. In a Landowner Agreement with the City the Improvement Area #3 Landowner acknowledged that the Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Actual Costs associated therewith. The Improvement Area #3 Landowner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Improvement Area #3 Assessment Ordinance, and (2) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual

Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised in Annual Service Plan Updates based on Actual Costs incurred.

E. Interest

- *Interest on Assessments Securing the Improvement Area #1 Bonds*

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Improvement Area #2 Bonds*

The interest rate on Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property may exceed the interest rate on the Improvement Area #2 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #2 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Improvement Area #3 Bonds*

The interest rate on Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property may exceed the interest rate on the Improvement Area #3 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #3 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Owner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2026 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property
E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the

Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2026 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

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

4. Determination of Maximum Assessment for new Lot Types

If a Lot is created by plat that cannot be classified as one of the Lot Types shown on **Exhibit R**, a new Lot Type shall be created. The Maximum Assessment for the new Lot Type shall be calculated so that the average Annual Installment results in an equivalent tax rate of \$3.08, inclusive of all overlapping taxes for local taxing entities.

B. True-up of Assessments if Maximum Assessment Exceeded

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

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed

Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

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

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

E. Prepayment of Assessments

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

If an Assessment is prepaid in full, with interest to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable Notice of Assessment Termination, a form of which is attached as **Exhibit P**.

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

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

To the extent permitted by law, the following process shall apply in the event of a Taking (as defined below). If any portion of any Parcel of Assessed Property is taken from an owner as a

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the **“Remaining Property”**) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2026 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remaining Property.

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

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

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any

use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

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

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G** shows the projected Annual Installments for Improvement Area #1. **Exhibit I** shows the projected Annual Installments for Improvement Area #2. **Exhibit K** shows the projected Annual Installments for Improvement Area #3. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and

shall be delinquent if not paid prior to February 1 of the following year. The first Annual Installment for Improvement Area #3 will be delinquent if not paid by February 1, 2027.

SECTION VII: ASSESSMENT ROLLS

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Improvement Area #3 Assessment Roll is attached as **Exhibit J-1**. A preliminary Assessment Roll for Improvement Area #3 by Lot and Block is attached as **Exhibit J-2**. The Administrator shall prepare and submit to the City Council, for review and approval, proposed revisions to the Assessment Rolls and Annual Installments for each Parcel within the District as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council may take such corrective action as is authorized by the PID Act, this 2026 Amended and Restated Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify

ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 Amended and Restated Service and Assessment Plan. Interpretations of this 2026 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2026 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the district. The buyer disclosures are attached hereto as **Exhibit S**. Within seven days of approval by the City Council, the City (1) shall post a copy of this 2026 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates, on the City's internet website, and (2) shall file and record in the real property records of the County the executed ordinance of this 2026 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

LIST OF EXHIBITS

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit A-4	Improvement Area #3 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Improvement Area #2 Assessment Roll
Exhibit I	Improvement Area #2 Annual Installments
Exhibit J-1	Improvement Area #3 Assessment Roll for Billing
Exhibit J-2	Improvement Area # 3 Assessment Roll by Lot and Block
Exhibit K	Improvement Area #3 Annual Installments
Exhibit L	Maximum Assessment
Exhibit M	Maps of Improvement Area #1 Improvements
Exhibit N	Maps of Improvement Area #2 Improvements
Exhibit O	Maps of Improvement Area #3 Improvements
Exhibit P	Notice of Assessment Termination
Exhibit Q-1	Phase 5 Final Plat
Exhibit Q-2	Phase 6 Final Plat
Exhibit Q-3	Phase 7 Preliminary Plat
Exhibit R	Lot Type Classification Map

Exhibit S Buyer Disclosures

Exhibit T Improvement Area #3 Engineer's Report

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT _____

Takedown 1- 9.487 Acre Tract
Meadows at Cottonwood Creek, Phase One

LEGAL DESCRIPTION

FIELD NOTES FOR A 9.487 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; CONSISTING OF THE EXISTING RIGHT-OF-WAY OF BRANSON BOULEVARD (ROW ~ 90') AND LOT 1, BLOCK "A" AS SHOWN ON THE PLAT OF MEADOWS AT COTTONWOOD CREEK, PHASE ONE, AS RECORDED IN DOCUMENT NUMBER 2009067576 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 9.487 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 199 (R.O.W. ~ varies) no reference found, at the most northerly northeast corner of the remainder of 367.15 acre tract of land (Exhibit "A") as conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297, and 2003097298, all recorded in the Official Public Records of Williamson County, Texas, at the northwest corner of said Branson Boulevard, the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°20'52" E, coincident with the south right-of-way line of said County Road 199 and the north right-of-way line of said Branson Boulevard, a distance of 54.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of County Road 132 (ROW ~ Varies), no reference found, at the northeast corner of the right-of-way of said Branson Boulevard, the northeast corner of the herein described tract;

THENCE, departing said south right-of-way line of County Road 199, coincident with said west right-of-way line of County Road 132, same being the east right-of-way line of said Branson Boulevard, the following three (3) courses:

- 1) S 07°35'33" W, a distance of 609.30 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 08°57'58" W, a distance of 29.75 feet to a 5/8-inch iron rod found, a re-entrant corner of the herein described tract;
- 3) S 81°13'49" E, a distance of 20.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northwest corner of a called 50 acre tract of land conveyed to Leschber Investment, LP in the Special Warranty Deed recorded in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, an easterly corner of the herein described tract;

THENCE, S 07°57'27" W, coincident with the east right-of-way line of Branson Boulevard and the west line of said 50 acre tract, passing at a distance of 2,477.07 feet the southwest corner of said 50 acre tract, same being the northwest corner of a called 4.855 acre tract of land conveyed to Audrey Evans in Document Number 2010004677 of the Official Public Records of Williamson County, Texas, and continuing coincident with the east right-of-way line of Branson Boulevard and the west line of said 4.855 acre tract, a total distance of 2,675.76 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common westerly corner of the 4.855 acre tract and Lot 1, Block "A" as shown on the aforementioned subdivision plat of Meadows at Cottonwood Creek, Phase One, being a point of curvature of said right-of-way line and an angle point of the herein described tract;

THENCE, in an easterly direction coincident with the common line of said Lot 1 and the 4.855 acre tract, the following three (3) courses;

- 1) S 26°27'39" E, a distance of 238.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 82°12'22" W, a distance of 270.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 52°49'21" E, a distance of 84.62 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found on the easterly line of the remainder of a called 5.57 acre tract of land (Exhibit "B") as described in Document Numbers 2003097296, 2003097297, and 2003097298 of the Official Public Records of Williamson County, Texas, at the most easterly corner of Lot 1, the most easterly corner of the herein described tract

THENCE, S 46°27'34" W, coincident with the common line of the remainder of said 5.57 acre tract and said Lot 1, passing at a distance of 76.59 feet the common corner of the remainder of the 5.57 acre tract and the remainder of the 367.15 acre tract and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Lot 1, passing at a distance of 532.25 feet the common corner of Lot 1 and the most easterly corner of the right-of-way line of said Branson Boulevard and continuing coincident with the common line of the remainder of the 367.15 acre tract and the terminal end of the right-of-way line of Branson Boulevard, a total distance of 631.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way line, the south corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of Branson Boulevard the following eight (8) courses;

- 1) N 18°35'56" W, a distance of 57.25 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, having a radius of 1,295.00 feet, an arc distance of 600.23 feet, a central angle of 26°33'23", a chord bearing of N 05°19'14" W, and a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) N 07°57'27" E, a distance of 2,675.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of curvature of the herein described tract;
- 4) Curving to the right, having a radius of 1,545.00 feet, an arc distance of 173.21 feet, a central angle of 06°25'24", a chord bearing of N 11°10'09" E, and a chord distance of 173.12 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 5) N 14°22'51" E, a distance of 130.41 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;

- 6) Curving to the left, having a radius of 1,955.00 feet, an arc distance of 231.22 feet, a central angle of $06^{\circ}46'35''$, a chord bearing of $N 10^{\circ}59'34'' E$, and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7) $N 07^{\circ}36'16'' E$, a distance of 81.03 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, a point of curvature of the herein described tract;
- 8) Curving to the left, having a radius of 25.00 feet, an arc distance of 39.25 feet, a central angle of $89^{\circ}57'08''$, a chord bearing of $N 37^{\circ}22'18'' W$, and a chord distance of 35.34 feet to the POINT OF BEGINNING and containing 9.487 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



Date

Client: Lennar
Date: October 16, 2019
Job No: 6104-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 46.713 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS; BEING A CALLED 46.2 ACRE TRACT OF LAND WITH 17% INTEREST CONVEYED UNTO MYRON THOMAS JOHNSTON, II IN DOCUMENT NUMBER 2011057142 AND A CALLED 46.14 ACRE TRACT OF LAND WITH A 5/6 INTEREST CONVEYED UNTO LESCHBER INVESTMENTS, LP IN DOCUMENT NUMBER 2010007503, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 46.713 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING 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 46.2 acre tract and a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas and 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 46.2 acre tract and said south right-of-way line, a distance of 781.88 feet (Record S 79°03'00" E, 764.04 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 46.2 acre tract and the remainder of a 367.15 acre tract of land (Exhibit "A") conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298, all recorded in Official Public Records of Williamson County, Texas, the northeast corner of the 46.2 acre tract and the herein described tract, from which a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of said County Road 199, at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas bears S 82°20'52" E, a distance of 722.73 feet;

THENCE, S 07°42'37" W, departing said common line coincident with the common line of the 46.2 acre tract and the remainder of said 367.15 acre tract, a distance of 2603.60 feet (Record S 10°00'00" W, 2,598.44 feet) to a 1/2-inch iron rod (bent) found at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre tract, the southeast corner of the herein described tract;

THENCE, N 80°26'51" W, continuing coincident with said common line, a distance of 784.53 feet (Record N 79°30'00" W, 781.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the east line of the aforementioned 167.461 acre tract at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre, the southwest corner of the herein described tract, from which a 5/8"-inch iron rod found at an angle point in the east line of the 167.461 acre tract bears S 07°45'48" W, a distance of 1,563.00 feet;

THENCE, N 07°45'48" E, coincident with the common line of the 46.2 acre tract and said 167.461 acre tract, a distance of 2594.31 feet (Record N 10°23'00" E, 2,604.35 feet) to the POINT OF BEGINNING and containing 46.713 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

Date

8/29/19



Client: Lennar
Date: August 29, 2019
Job No: 6104-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 314.112 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 367.15 ACRE TRACT OF LAND (EXHIBIT "A") AND THE REMAINING PORTION OF A 5.57 ACRE TRACT OF LAND (EXHIBIT "B") AS CONVEYED UNTO HUTTO 372, LTD IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 314.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south line of a called 87.81 acre tract of land conveyed unto Larry W. Leschber in Volume 2430, Page 332, Official Public Records of Williamson County Texas at the northwest corner of a called 143.5 acre tract of land conveyed unto LPL Investments, LP in Document Number 2010007498, Official Public Records of Williamson County Texas, an easterly corner of the remainder of said 367.15 acre tract and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°51'01" W, coincident with the common line of said 143.5 acre tract and the remainder of the 367.15 acre tract, a distance of 3370.40 feet (Record S 10°48'00" W, 3,369.65 feet) to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the remainder of the 367.15 acre tract and a called 45.77 acre tract of land (Tract 2) conveyed unto Swindoll Investments, LP in Document Number 2008093458, Official Public Records of Williamson County Texas, an easterly corner of the herein described tract;

THENCE, N 82°47'03" W, coincident with the common line of the remainder of the 367.15 acre tract, said 45.77 acre tract and a 34.17 acre tract of land (Tract 3) conveyed unto Swindoll Investments, LP in said Document Number 2008093458, a distance of 848.98 feet (Record N 79°53' W, 848.80 feet) to a 5/8-inch iron rod found, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°41'41" E, coincident with the common line of the 367.15 acre tract and said 34.17 acre tract, a distance of 516.58 feet (Record N 10°38' E, 516.45 feet) to a 5/8-inch iron rod found (disturbed) at the most northeasterly corner of the 34.17 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°32'58" W, continuing coincident with said common line a distance of 185.35 feet (Record N 79°37'30" W, 185.35 feet) to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the 34.17 acre tract and a called 28.435 acre tract of land (Tract B) conveyed unto Claudia Ann Crislip in Document Number 2018083501, Official Public Records of Williamson County Texas, and angle point of the remainder of the 367.15 acre tract and the herein described tract ;

THENCE, N 82°47'28" W, coincident with the common line of the remainder of the 367.15 acre tract and said 28.435 acre tract, a distance of 385.56 feet (Record N 79°52' W, 385.56 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 28.435 acre tract and the remainder of a called 50.00 acre tract of land (Tract A) as conveyed unto Claudia Ann Crislip in said Document Number 2018083501, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°44'28" W, coincident with the common line of the remainder of the 367.15 acre tract and the remainder of the 50.00 acre tract, a distance of 717.71 feet (Record N 79°49' W, 717.56 feet) to a 5/8-inch iron rod found (disturbed) at the northwest corner of the remainder of the said 50.00 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 07°38'02" W, coincident with the common line of the remainder of the 367.15 acre tract and the remainder of the 50.00 acre tract, a distance of 2,275.38 feet (Record S 10°33'30" W, 2,275.32 feet) to a 5/8-inch iron rod found at the southwest corner of the remainder of the 50.00 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 82°52'10" E, continuing coincident with said common line, a distance of 89.67 feet (Record S 79°20'30" E, 88.93 feet) to a 5/8-inch iron rod found at the northwest corner of a 1.54 acre tract of land (Tract C) conveyed unto Claudia Ann Crislip in said Document Number 2018083501, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, in a southeasterly direction, coincident with the common line of the remainder of the 367.15 acre tract and said 1.54 acre tract the following four (4) courses;

- 1) S 30°02'22" E, a distance of 303.35 feet (Record S 27°20' E, 303.05 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 2) S 08°06'32" W, a distance of 47.67 feet (Record S 11°02' W, 47.67 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 3) S 24°41'28" E, a distance of 97.74 feet (Record S 21°46' E, 97.74 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 4) S 05°33'25" W, a distance of 132.75 feet (Record N 08°23' 30" W, 132.90 feet) to a 1/2-inch iron rod found on the north line of the remainder of a called 41 acre tract of land (Tract 3) as conveyed unto Wallin Farm and Ranch Partnership, LTD. in Document Number 2004043044, Official Public Records of Williamson County, Texas, the southwest corner of the 1.54 acre tract and the southeast corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°40'21" W, coincident with the common line of the remainder of the 367.15 acre tract and said remainder of the 41 acre tract, a distance of 882.65 feet (Record N 79°45'00" W, 882.21 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°25'26" W, continuing coincident with said line, a distance of 222.64 feet (Record N 79°14'30" W, 222.64 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" at the southeast corner of Glenwood, Phase 4B Final Plat as shown in Document Number 2007051616, Official Public Records of Williamson County Texas, the southwest corner of the 367.15 acre tract and the herein described tract;

THENCE, departing said common line, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood, Phase 4B Final Plat the following eight (8) courses;

- 1) N 47°40'09" E, passing at a distance of 215.64 feet a 1/2-inch iron rod found at the common corner of Lot 5 and Lot 6, said Glenwood, Phase 4B and continuing a total distance of 393.88 feet (Record N 50°08'25" E, 393.88 feet) to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEY", an angle point of the herein describe tract;
- 2) N 09°52'12" W, a distance of 402.95 feet (Record N 07°23'56" W, 402.86 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 08°21'28" E, passing a distance of 184.17 feet to a 1/2-inch iron rod found at the common corner of the right-of-way of Fishbaugh Lane (R.O.W. ~ 60') as shown on said plat of Glenwood, Phase 4B and Lot 1A, Amending Plat of Lot 14, Block C, Glenwood, Phase 4A And Lot 1, Block C, Glenwood, Phase 4B as recorded in Document Number 2008041948, Official Public Records of Williamson County Texas, and continuing coincident with the common line of the 367.15 acre tract and said Amending Plat a total distance of 618.28 feet (Record N 10°49'44" E, 618.14 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 23°37'35" W, a distance of 253.00 feet (Record N 21°09'19" W, 252.94 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) N 37°47'11" W, passing at a distance of 130.91 feet a 1/2-inch iron rod with a cap (not readable) found at the common corner of said Amending Plat and said Glenwood, Phase 4B Final Plat and continuing coincident with the common of the remainder of the 367.15 acre tract and said Glenwood Phase 4 Final Plat, a total distance of 300.83 feet (Record N 35°18'55" W, 300.76 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) N 36°44'56" E, a distance of 33.82 feet (Record N 39°13'12" E, 33.81 feet) to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEYING" found (disturbed), an angle point of the herein described tract;
- 7) N 09°45'43" E, a distance of 105.17 feet (Record N 12°13'59" E, 105.15 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

- 8) N 03°49'57" W, a distance of 80.55 feet (Record N 01°21'41" W, 80.12 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, at the common corner of said Glenwood, Phase 4B Final Plat and Glenwood Subdivision Phase 2A recorded in Document Number 2005009450, Official Public Records of Williamson County, Texas, an angle point of the herein described tract;

THENCE, N 68°36'49" E, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood Subdivision Phase 2A, passing at a distance of 130.56 feet a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the common corner of said Glenwood Subdivision Phase 2A and Final Subdivision Plat of Glenwood, Phase 5 recorded in Document Number 2015064417, Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5, a total distance of 131.68 feet (Record N 71°05'48" E, 131.68 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5 the following nine (9) courses;

- 1) N 35°27'01" E, a distance of 261.78 feet (Record N 37°56'07" E, 261.78 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) N 18°05'26" E, a distance of 168.87 feet (Record N 20°34'32" E, 168.87 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 23°30'07" E, a distance of 193.50 feet (Record N 25°59'13" E, 193.50 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 12°03'26" E, a distance of 351.52 feet (Record N 14°32'32" E, 351.52 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) N 20°06'10" E, a distance of 239.67 feet (Record N 22°35'16" E, 239.67 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) N 09°10'51" E, a distance of 262.53 feet (Record N 11°39'57" E, 262.53 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 7) N 23°02'13" W, passing at a distance of 131.52 feet a 1/2-inch iron rod with a cap (unreadable) found and continuing a total distance of 501.47 feet (Record N 20°33'07" W, 501.47 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 8) N 63°11'02" W, a distance of 263.49 feet (Record N 60°41'56" W, 263.49 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

- 9) N 65°23'04" W, a distance of 103.10 feet (Record N 62°53'58" W, 103.10 feet) to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the east line of a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas, the most northerly corner of said Final Subdivision Plat of Glenwood, Phase 5, a westerly corner of the herein described tract;

THENCE, N 07°33'56" E, coincident with the common line of the 367.15 acre tract and said 167.461 acre tract a distance of 643.54 feet (Record N 07°33'56" E, 643.67 feet) to a 5/8-inch iron rod found, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°45'48" E, continuing coincident with said common line a distance of 1563.00 feet (Record N 10°38'30" E, 1,565.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of a called 46.2 acre tract of land with 17% interest conveyed unto Myron Thomas Johnston, II in Document Number 2011057142 and a called 46.14 acre tract of land with a 5/6 interest conveyed unto Leschber Investments, LP in Document Number 2010007503, Official Public Records of Williamson County, Texas, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 80°26'51" E, coincident with the common line of the remainder of the 367.15 acre tract and said 46.2 acre tract a distance of 784.53 feet (Record S 77°21'00" E, 785.62 feet) to a 1/2-inch iron rod found (bent) for the southeast corner of said 46.2 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°42'37" E, continuing coincident with said common line, a distance of 2603.60 feet (Record N 10°37'00" E, 2,602.65 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of the remainder of the 367.15 acre tract and the 46.2 acre tract, the most northwesterly corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the northwest corner of the 46.2 acre tract bears N 81°07'22" W, a distance of 781.88 feet;

THENCE, S 82°20'52" E, coincident with the common line of the remainder of the 367.15 acre tract and said south right-of-way line a distance of 722.73 feet (Record S 79°31'00" E, 722.73 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas, a point of curvature of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, curving to the right, coincident with said curve return, an arc distance of 39.25 feet, a radius of 25.00 feet, a central angle of 89°57'08" and a chord bearing of S 37°22'18" E, (Record S 37°22'37" E) and a chord distance of 35.34 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at a point of tangency of the remainder of the 367.15 acre tract and the herein described tract;

THENCE in a southerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of said Branson Boulevard the following seven (7) courses;

- 1) S 07°36'16" W, a distance of 81.03 feet (Record S 07°35'57" W, 81.02 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, an arc distance of 231.22 feet, a radius of 1955.00 feet, a central angle of 06°46'35", a chord bearing of S 10°59'34" W, (Record S 10°59'15" W) and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) S 14°22'51" W, a distance of 130.41 feet (Record S 14°22'32" W, 130.41 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 4) Curving to the left, an arc distance of 173.21 feet, a radius of 1545.00 feet, a central angle of 06°25'24", a chord bearing of S 11°10'09" W, (Record S 11°09'50" W) and a chord distance of 173.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of tangency of the herein described tract;
- 5) S 07°57'27" W, a distance of 2,675.72 feet (Record S 07°57'08" E, 2,675.72 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 6) Curving to the left, an arc distance of 600.23 feet, a radius of 1295.00 feet, a central angle of 26°33'23", a chord bearing of S 05°19'14" E, (Record S 05°19'44" E) a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7) S 18°35'56" E, a distance of 57.25 feet (Record S 18°36'15" E, 57.25 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 46°27'34" E, coincident with the common line of the remainder of the 367.15 acre tract, the southeast end of said right-of-way and Lot 1, Block A, Meadows At Cottonwood Creek Phase One as shown on Document Number 2009067576, Official Public Records of Williamson County, Texas, a distance of 631.51 feet (Record N 46°27'15" E, 631.51 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at angle point of a 4.855 acre tract of land conveyed unto Audrey Evans in Document Number 2010004677 and described in Document Number 2003097300 both recorded in the Official Public Records of Williamson County Texas, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, in a northeasterly direction, coincident with the common line of the remainder of the 367.15 acre tract and said 4.855 acre tract the following five (5) courses;

- 1) N 52°49'21" E, a distance of 19.89 feet (Record N 52°57'35" E, 20.26 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, an angle point of the herein described tract;

- 2) N 49°15'10" E, a distance of 102.08 feet (Record N 48°41'59" E, 101.22 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found, an angle point of the herein described tract;
- 3) N 38°02'42" E, a distance of 96.62 feet (Record N 38°03'07" E, 96.62 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 37°41'23" E, a distance of 125.99 feet (Record N 37°41'48" E, 125.99 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found, an angle point of the herein described tract;
- 5) N 66°38'01" E, a distance of 102.61 feet (Record N 66°38'26" E, 102.61 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, on the south line of a called 50 acre tract (Third Tract) as conveyed unto Leschber Investments, LP in Document Number 2010007504, Official Public Records of Williamson County, Texas, an angle point of the herein described tract corner;

THENCE, S 82°13'58" E, coincident with the common line of the remainder of the 367.15 acre tract, said 50 acre tract, a called 43.34 acre tract of land conveyed unto Leschber Investments, LP in said Document Number 2010007504 and the aforementioned called 87.71 acre tract a distance of 1001.06 feet (Record S 79°15'00" E, 1,002.16 feet) to the **POINT OF BEGINNING** and containing 314.112 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.


 Dion P. Albertson RPLS No. 4963
 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPLS Licensed Surveying Firm No. 10194490



Client: Lennar
 Date: August 29, 2019
 Job No: 6104-00

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

EXHIBIT _____

Lennar-46.713 Acre Tract
ALTA/NSPS Land Title Survey

LEGAL DESCRIPTION

FIELD NOTES FOR A 46.713 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS; BEING A CALLED 46.2 ACRE TRACT OF LAND WITH 17% INTEREST CONVEYED UNTO MYRON THOMAS JOHNSTON, II IN DOCUMENT NUMBER 2011057142 AND A CALLED 46.14 ACRE TRACT OF LAND WITH A 5/6 INTEREST CONVEYED UNTO LESCHBER INVESTMENTS, LP IN DOCUMENT NUMBER 2010007503, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 46.713 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING 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 46.2 acre tract and a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas and 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 46.2 acre tract and said south right-of-way line, a distance of 781.88 feet (Record S 79°03'00" E, 764.04 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 46.2 acre tract and the remainder of a 367.15 acre tract of land (Exhibit "A") conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298, all recorded in Official Public Records of Williamson County, Texas, the northeast corner of the 46.2 acre tract and the herein described tract, from which a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of said County Road 199, at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas bears S 82°20'52" E, a distance of 722.73 feet;

THENCE, S 07°42'37" W, departing said common line coincident with the common line of the 46.2 acre tract and the remainder of said 367.15 acre tract, a distance of 2603.60 feet (Record S 10°00'00" W, 2,598.44 feet) to a 1/2-inch iron rod (bent) found at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre tract, the southeast corner of the herein described tract;

THENCE, N 80°26'51" W, continuing coincident with said common line, a distance of 784.53 feet (Record N 79°30'00" W, 781.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the east line of the aforementioned 167.461 acre tract at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre, the southwest corner of the herein described tract, from which a 5/8"-inch iron rod found at an angle point in the east line of the 167.461 acre tract bears S 07°45'48" W, a distance of 1,563.00 feet;

THENCE, N 07°45'48" E, coincident with the common line of the 46.2 acre tract and said 167.461 acre tract, a distance of 2594.31 feet (Record N 10°23'00" E, 2,604.35 feet) to the POINT OF BEGINNING and containing 46.713 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



Client: Lennar
Date: August 29, 2019
Job No: 6104-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 9.487 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; CONSISTING OF THE EXISTING RIGHT-OF-WAY OF BRANSON BOULEVARD (ROW ~ 90') AND LOT 1, BLOCK "A" AS SHOWN ON THE PLAT OF MEADOWS AT COTTONWOOD CREEK, PHASE ONE, AS RECORDED IN DOCUMENT NUMBER 2009067576 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 9.487 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 199 (R.O.W. ~ varies) no reference found, at the most northerly northeast corner of the remainder of 367.15 acre tract of land (Exhibit "A") as conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297, and 2003097298, all recorded in the Official Public Records of Williamson County, Texas, at the northwest corner of said Branson Boulevard, the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°20'52" E, coincident with the south right-of-way line of said County Road 199 and the north right-of-way line of said Branson Boulevard, a distance of 54.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of County Road 132 (ROW ~ Varies), no reference found, at the northeast corner of the right-of-way of said Branson Boulevard, the northeast corner of the herein described tract;

THENCE, departing said south right-of-way line of County Road 199, coincident with said west right-of-way line of County Road 132, same being the east right-of-way line of said Branson Boulevard, the following three (3) courses:

- 1) S 07°35'33" W, a distance of 609.30 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 08°57'58" W, a distance of 29.75 feet to a 5/8-inch iron rod found, a re-entrant corner of the herein described tract;
- 3) S 81°13'49" E, a distance of 20.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northwest corner of a called 50 acre tract of land conveyed to Leschber Investment, LP in the Special Warranty Deed recorded in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, an easterly corner of the herein described tract;

THENCE, S 07°57'27" W, coincident with the east right-of-way line of Branson Boulevard and the west line of said 50 acre tract, passing at a distance of 2,477.07 feet the southwest corner of said 50 acre tract, same being the northwest corner of a called 4.855 acre tract of land conveyed to Audrey Evans in Document Number 2010004677 of the Official Public Records of Williamson County, Texas, and continuing coincident with the east right-of-way line of Branson Boulevard and the west line of said 4.855 acre tract, a total distance of 2,675.76 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common westerly corner of the 4.855 acre tract and Lot 1, Block "A" as shown on the aforementioned subdivision plat of Meadows at Cottonwood Creek, Phase One, being a point of curvature of said right-of-way line and an angle point of the herein described tract;

THENCE, in an easterly direction coincident with the common line of said Lot 1 and the 4.855 acre tract, the following three (3) courses;

- 1) S 26°27'39" E, a distance of 238.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 82°12'22" E, a distance of 270.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 52°49'21" E, a distance of 84.62 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found on the easterly line of the remainder of a called 5.57 acre tract of land (Exhibit "B") as described in Document Numbers 2003097296, 2003097297, and 2003097298 of the Official Public Records of Williamson County, Texas, at the most easterly corner of Lot 1, the most easterly corner of the herein described tract

THENCE, S 46°27'34" W, coincident with the common line of the remainder of said 5.57 acre tract and said Lot 1, passing at a distance of 76.59 feet the common corner of the remainder of the 5.57 acre tract and the remainder of the 367.15 acre tract and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Lot 1, passing at a distance of 532.25 feet the common corner of Lot 1 and the most easterly corner of the right-of-way line of said Branson Boulevard and continuing coincident with the common line of the remainder of the 367.15 acre tract and the terminal end of the right-of-way line of Branson Boulevard, a total distance of 631.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way line, the south corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of Branson Boulevard the following eight (8) courses;

- 1) N 18°35'56" W, a distance of 57.25 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, having a radius of 1,295.00 feet, an arc distance of 600.23 feet, a central angle of 26°33'23", a chord bearing of N 05°19'14" W, and a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) N 07°57'27" E, a distance of 2,675.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of curvature of the herein described tract;
- 4) Curving to the right, having a radius of 1,545.00 feet, an arc distance of 173.21 feet, a central angle of 06°25'24", a chord bearing of N 11°10'09" E, and a chord distance of 173.12 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 5) N 14°22'51" E, a distance of 130.41 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;

- 6) Curving to the left, having a radius of 1,955.00 feet, an arc distance of 231.22 feet, a central angle of $06^{\circ}46'35''$, a chord bearing of $N 10^{\circ}59'34'' E$, and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7) $N 07^{\circ}36'16'' E$, a distance of 81.03 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, a point of curvature of the herein described tract;
- 8) Curving to the left, having a radius of 25.00 feet, an arc distance of 39.25 feet, a central angle of $89^{\circ}57'08''$, a chord bearing of $N 37^{\circ}22'18'' W$, and a chord distance of 35.34 feet to the POINT OF BEGINNING and containing 9.487 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

Date

11/14/19



Client: Lennar
Date: November 14, 2019
Job No: 6104-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 130.141 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINING PORTION OF A CALLED 367.15 ACRE TRACT OF LAND (EXHIBIT "A") AS CONVEYED UNTO HUTTO 372, LTD. IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 130.141 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING 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 northwest corner of the called 46.2 acre tract of land with 17% interest conveyed to Myron Thomas Johnston II in the Special Warranty Deed recorded in Document Number 2011057142 of the Official Public Records of Williamson County, Texas, same being the called 46.14 acre tract of land with a 5/6 interest conveyed to Leschber Investments, LP in the Special Warranty Deed recorded in Document Number 2010007503 of the Official Public Records of Williamson County, Texas, and the northeast corner of a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in the Special Warranty Deed recorded in Document Number 2018105406 of the Official Public Records of Williamson County, Texas;

THENCE, S 81°07'22" E, coincident with the common line of said 46.2 acre tract and said south right-of-way line of County Road 199, a distance of 781.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common northeast corner of said 46.2 acre tract and northwest corner of said remainder of the 367.15 acre tract, the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENC, S 82°20'52" E, coincident with the common line of the remainder of the 367.15 acre tract and said south right-of-way line, a distance of 722.73 feet a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the most northerly northeast corner of said remainder of 367.15 acre tract and the northwest end of the curve return from the west right-of-way line of Branson Boulevard, as shown in Document Number 2009067576 of the Official Public Records of Williamson County, Texas, the northeast corner of the herein described tract;

THENCE, curving to the right, coincident with said curve return, having a radius of 25.00 feet, an arc distance of 39.25 feet, a central angle of 89°57'08", a chord bearing of S 37°22'18" E, and a chord distance of 35.34 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the southeast end of said curve return, a point of tangency of the herein described tract;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of said Branson Boulevard the following six (6) courses;

- 1) S 07°36'16" W, a distance of 81.03 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, having a radius of 1,955.00 feet, an arc distance of 231.22 feet, a central angle of 06°46'35", a chord bearing of S 10°59'34" W, and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;

- 3) S 14°22'51" W, a distance of 130.41 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 4) Curving to the left, having a radius of 1,545.00 feet, an arc distance of 173.21 feet, a central angle of 06°25'24", a chord bearing of S 11°10'09" W, and a chord distance of 173.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of tangency of the herein described tract;
- 5) S 07°57'27" W, a distance of 2,675.72 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 6) Curving to the left, having a radius of 1,295.00 feet, an arc distance of 29.35 feet, a central angle of 01°17'55", a chord bearing of S 07°18'30" W, and a chord distance of 29.35 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve, an easterly corner of the herein described tract;

THENCE, departing the west right-of-way line of Branson Boulevard, over and across the remainder of said 367.15 acre tract the following twelve (12) courses;

- 1) S 67°10'48" W, a distance of 520.71 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, the beginning of a non-tangent curve to the right;
- 2) Curving to the right with a radius of 40.00 feet, an arc distance of 62.83 feet, a central angle of 90°00'00", a chord bearing of S 67°49'12" E, and a chord distance of 56.57 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a point of tangency of the herein described tract;
- 3) S 22°49'12" E, a distance of 436.09 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a point of curvature of the herein described tract;
- 4) Curving to the left with a radius of 840.00 feet, an arc distance of 379.96 feet, a central angle of 25°55'00", a chord bearing of S 35°46'42" E, and a chord distance of 376.73 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a point of reverse curvature of the herein described tract;
- 5) Curving to the right with a radius of 15.00 feet, an arc distance of 22.77 feet, a central angle of 86°58'59", a chord bearing of S 05°14'43" E, and a chord distance of 20.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a point of tangency of the herein described tract;
- 6) S 38°14'46" W, a distance of 195.88 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a corner of the herein described tract;
- 7) N 51°45'14" W, a distance of 120.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a re-entrant corner of the herein described tract;
- 8) S 38°13'23" W, a distance of 281.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a point of curvature of the herein described tract;

- 9) Curving to the left with a radius of 650.00 feet, an arc distance of 282.90 feet, a central angle of $24^{\circ}56'12''$, a chord bearing $S\ 24^{\circ}42'23''\ W$, and a chord distance of 280.67 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the end of this curve, a corner of the herein described tract;
- 10) $N\ 82^{\circ}24'38''\ W$, a distance of 41.42 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, a re-entrant corner of the herein described tract;
- 11) $S\ 08^{\circ}21'05''\ W$, a distance of 1,268.34 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, the southeast corner of the herein described tract;
- 12) $N\ 82^{\circ}22'00''\ W$, a distance of 570.54 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the common westerly line of the remainder of the 367.15 acre tract and easterly line of Final Subdivision Plat of Glenwood, Phase 5, a subdivision as recorded in Document Number 2015064417 of the Official Public Records of Williamson County, Texas, the southwest corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5 the following six (6) courses;

- 1) $N\ 12^{\circ}03'26''\ E$, a distance of 351.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) $N\ 20^{\circ}06'10''\ E$, a distance of 239.67 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) $N\ 09^{\circ}10'51''\ E$, a distance of 262.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) $N\ 23^{\circ}02'13''\ W$, passing at a distance of 131.52 feet a 1/2-inch iron rod with a cap (unreadable) found and continuing a total distance of 501.47 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) $N\ 63^{\circ}11'02''\ W$, a distance of 263.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) $N\ 65^{\circ}23'04''\ W$, a distance of 103.10 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the east line of a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas, the most northerly corner of said Final Subdivision Plat of Glenwood, Phase 5, a westerly corner of the herein described tract;

THENCE, $N\ 07^{\circ}33'56''\ E$, coincident with the common line of the remainder of the 367.15 acre tract and said 167.461 acre tract a distance of 643.54 feet to a 5/8-inch iron rod found, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°45'48" E, continuing coincident with said common line a distance of 1,563.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of the aforementioned called 46.2 acre tract of land, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 80°26'51" E, coincident with the common line of the remainder of the 367.15 acre tract and said 46.2 acre tract a distance of 784.53 feet to a 1/2-inch iron rod found (bent) for the southeast corner of said 46.2 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°42'37" E, continuing coincident with said common line, a distance of 2,603.60 feet to the POINT OF BEGINNING and containing 130.141 acres of land more or less;

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.


Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

10/15/19
Date



Client: Lennar
Date: October 15, 2019
Job No: 6104-00

EXHIBIT A-3 - IMPROVEMENT AREA #2 LEGAL DESCRIPTION

EXHIBIT _____

Takedown 2-118.569 Acre Tract

LEGAL DESCRIPTION

FIELD NOTES FOR A 118.569 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 367.15 ACRE TRACT OF LAND (EXHIBIT "A") AND ALL OF A CALLED 5.57 ACRE TRACT OF LAND (EXHIBIT "B") AS CONVEYED UNTO HUTTO 372, LTD. IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 118.569 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 line of a called 87.71 acre tract of land as conveyed unto Larry W. Leschber in Volume 2430, Page 332, of the Official Public Records of Williamson County, Texas, at the northwest corner of a called 143.5 acre tract of land as conveyed unto LPL Investments, LP in Document Number 2010007498, of the Official Public Records of Williamson County, Texas, for an easterly corner of the remainder of said 367.15 acre tract and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07° 51' 01" W, coincident with the common line of the remainder of the 367.15 acre tract and said 143.5 acre tract, a distance of 2,268.73 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northerly southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the easterly southeast corner of the remainder of the 367.15 acre tract bears S 07° 51' 01" W, a distance of 1,101.67 feet ;

THENCE, departing said common line, over and across the remainder of the 367.15 acre tract the following ten (10) courses:

- 1) N 82° 09' 52" W, a distance of 279.44 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 330.00 feet, an arc length of 102.41 feet, a central angle of 17° 46' 48", a chord bearing of N 73° 16' 27" W, and a chord distance of 102.00 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;
- 3) N 64° 23' 03" W, a distance of 423.06 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;
- 4) Curving to the left, with a radius of 970.00 feet, an arc length of 293.11 feet, a central angle of 17° 18' 48", a chord bearing of N 73° 02' 28" W, and a chord distance of 292.00 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;
- 5) N 81° 41' 52" W, a distance of 981.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 6) N 08° 18' 08" E, a distance of 12.78 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;

Page 1 of 5

G:\TXC\PROJECTS\LENNAR\6104-00-COTTONWOOD_PRELIM\06_SURVEY\04_FINALS\MB\9257-00_TAKEDOWN 2 - FN.DOCX

- 7) N 81° 41' 52" 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;
- 8) S 08° 18' 08" W, a distance of 800.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 9) S 07° 37' 02" W, a distance of 1,806.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southerly southeast corner of the herein described tract;
- 10) N 82° 22' 58" W, a distance of 598.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 367.15 acre tract and the Amended Plat of Lot 14, Block "C", Phase 4A and Lot 1, Block "C", Glenwood, Phase 4B as recorded in Document Number 2008041948 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract, said Amended Plat and Glenwood, Phase 4B, Final Plat as recorded in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, the following six (6) courses:

- 1) N 08° 21' 28" E, a distance of 308.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) N 23° 37' 35" W, a distance of 253.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 37° 47' 11" W, passing at a distance of 0.68 feet, a 1/2-inch iron rod with a cap stamped "BASELINE INC" found and continuing a total distance of 300.83 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract, from which a 1/2-inch iron rod found bears N 74° 22' 25" W, a distance of 0.60 feet;
- 4) N 36° 44' 56" E, a distance of 33.82 feet to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEYING" found (Disturbed) for an angle point of the herein described tract;
- 5) N 09° 45' 43" E, a distance of 105.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6) N 03° 49' 57" W, a distance of 80.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of said Glenwood, Phase 4B, Final Plat and Glenwood Subdivision Phase 2A as recorded in Document Number 2005009450 of the Official Public Records of Williamson County, Texas, for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 68° 36' 49" E, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood Subdivision Phase 2A, passing at a distance of 130.55 feet, a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the common corner of Glenwood Subdivision Phase 2A and the Final Subdivision Plat of Glenwood, Phase 5 as recorded in Document Number 2015064417 of the Official Public Records of Williamson County, Texas, and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5, a total distance of 131.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5 the following three (3) courses:

- 1) N 35° 27' 01" E, a distance of 261.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) N 18° 05' 26" E, a distance of 168.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 23° 30' 07" E, a distance of 193.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 130.141 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd in Document Number 2019104719 of the Official Public Records of Williamson County, Texas, and the remainder of the 367.15 acre tract, for a westerly corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 130.141 acre tract the following twelve (12) courses:

- 1) S 82° 22' 00" E, a distance of 570.54 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 08° 21' 05" E, a distance of 1,268.34 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° 24' 38" E, a distance of 41.42 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;
- 4) Curving to the right, with a radius of 650.00 feet, an arc length of 282.90 feet, a central angle of 24° 56' 12", a chord bearing of N 24° 42' 23" E, and a chord distance of 280.67 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;
- 5) N 38° 13' 23" E, a distance of 281.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 6) S 51° 45' 14" E, 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;
- 7) N 38° 14' 46" E, a distance of 195.88 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;
- 8) Curving to the left, a central angle of 86° 59' 25", with a radius of 15.00 feet, an arc length of 22.77 feet, a chord bearing of N 05° 14' 43" W, and a chord distance of 20.65 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;
- 9) Curving to the right, with a radius of 840.00 feet, an arc length of 379.96 feet, a central angle of 25° 55' 00", a chord bearing of N 35° 46' 42" W, and a chord distance of 376.73 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) N 22° 49' 12" W, a distance of 436.09 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 40.00 feet, an arc length of 62.83 feet, a central angle of 90° 00' 00", a chord bearing of N 67° 49' 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 end of this curve for the northwest corner of the herein described tract;
- 12) N 67° 10' 48" E, a distance of 520.71 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the curvilinear west line of the remainder of a called 9.487 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd. in Document Number 2020120045 of the Official Public Records of Williamson County, Texas, at the common corner of the remainder of the 130.141 acre tract and the remainder of the 367.15 acre tract, at the beginning of a non-tangent curve for a northerly corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said remainder of said 9.487 acre tract the following three (3) courses:

- 1) Curving to the left, with a radius of 1,295.00 feet, arc length of 570.88 feet, a central angle of 25° 15' 28", a chord bearing of S 05° 58' 12" E, and a chord distance of 566.27 feet to a 1/2-inch iron rod found (Disturbed) for point of tangency of the herein described tract;
- 2) S 18° 35' 56" E, a distance of 57.25 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;
- 3) N 46° 27' 34" E, passing at a distance of 554.92 feet the common corner of the remainder of the 367.15 acre tract, and the aforementioned 5.57 acre tract and continuing coincident with the common line of said 5.57 acre tract, and the 9.487 acre tract, a total a distance of 631.51 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the common corner of the remainder of the 9.487 acre tract, and a called 4.855 acre tract of land as conveyed unto Audrey Evans in Document Number 2010004677 and described in Document Number 2003097300 both recorded in the Official Public Records of Williamson County, Texas, for an angle point of said 5.57 acre tract and the herein described tract;

THENCE, coincident with the common line of the 5.57 acre tract and said 4.855 acre tract the following five (5) courses:

- 1) N 52° 49' 21" E, a distance of 19.89 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found for an angle point of the herein described tract;
- 2) N 49° 15' 10" E, a distance of 102.08 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found for an angle point of the herein described tract;
- 3) N 38° 02' 42" E, a distance of 96.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) N 37° 41' 23" E, a distance of 125.99 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found for an angle point of the herein described tract;
- 5) N 66° 38' 01" E, a distance of 102.61 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of a called 50 acre tract of land (Third Tract) as conveyed unto Leschber Investments, LP in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, at the common corner of the 5.57 acre tract, the 4.855 acre tract and the aforementioned remainder of the 367.15 acre tract for a north corner of the herein described tract;

THENCE, S 82° 13' 58" E, coincident with the common line of the remainder of said 367.15 acre tract, said 50 acre tract and a called 43.54 acre tract of land (Fourth Tract), conveyed unto Leschber Investments, LP in said Document Number 2010007504, a distance of 1,001.06 feet to the **POINT OF BEGINNING** and containing 118.579 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground on July 19, 2019 by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A plat of survey accompanies this description.


Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



8/30/2021

Date

Client: Lennar
Date: August 30, 2021
Job No: 9257-00

EXHIBIT A-4 - IMPROVEMENT AREA #3 LEGAL DESCRIPTION

EXHIBIT ____

Cottonwood Remainder
65.402 Acre Tract

LEGAL DESCRIPTION

FIELD NOTES FOR A 65.402 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 367.15 ACRE TRACT OF LAND AS CONVEYED UNTO HUTTO 372, LTD IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 65.402 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 "BGE INC." set on the east line of a called 143.5 acre tract of land as conveyed unto LPL Investments, LP in Document Number 2010007498, of the Official Public Records of Williamson County Texas, at the common corner of the remainder of said 367.15 acre tract and a called 118.569 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, LTD in Document Number 2021167804 of the Official Public Records of Williamson County Texas, for the northeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE, S 07°51'01" W, coincident with the common line of the remainder of the 367.15 acre tract and said 143.5 acre tract, a distance of 1,101.67 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the remainder of the 367.15 acre tract and a called 87.834 acre tract of land as conveyed unto MB Hutto, LLC in Document Number 2021066633 of the Official Public Records of Williamson County, Texas, for an easterly corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°47'03" W, coincident with the common line of the remainder of the 367.15 acre tract and said 87.834 acre tract, a distance of 848.98 feet to a 5/8-inch iron rod found for a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°41'41" E, continuing coincident with said common line, a distance of 516.58 feet to a 5/8-inch iron rod found (disturbed) at the most northeasterly corner of the 87.834 tract, for a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°32'58" W, continuing coincident with said common line, a distance of 185.35 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the 87.834 acre tract and a called 78.47 acre tract of land as conveyed unto Avula Holdings LLC and VD Investments Management, LLC in Document Number 2021190479 of the Official Public Records of Williamson County, Texas, for an angle point of the reminder of the 367.15 acre tract and the herein described tract ;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 78.47 acre tract the following eight (8) courses:

- 1) N 82°47'28" W, a distance of 385.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, for an angle point of the herein described tract;
- 2) N 82°44'28" W, a distance of 717.71 feet to a 5/8-inch iron rod found (disturbed) for a re-entrant corner of the herein described tract;
- 3) S 07°38'02" W, a distance of 2,275.38 feet to a 5/8-inch iron rod found for a re-entrant corner of the herein described tract;
- 4) S 82°52'10" E, a distance of 89.67 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 5) S 30°02'22" E, a distance of 303.35 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 6) S 08°06'32" W, a distance of 47.67 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 7) S 24°41'28" E, a distance of 97.74 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 8) S 05°33'25" W, a distance of 132.75 feet to a 1/2-inch iron rod found on the north line of a called 24.226 acre tract of land as conveyed unto S&H Hutto Investments, LLC in Document Number 2021009582 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 78.47 acre tract for southeast corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°40'21" W, coincident with the common line of the remainder of the 367.15 acre tract and said 24.226 acre tract, a distance of 882.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°25'26" W, continuing coincident with said common line, a distance of 222.64 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found at the southeast corner of Glenwood, Phase 4B Final Plat as shown in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, for the southwest corner of the 367.15 acre tract and the herein described tract;

THENCE, departing said common line, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood, Phase 4B Final Plat the following three (3) courses;

- 1) N 47°40'09" E, passing at a distance of 215.64 feet a 1/2-inch iron rod found at the common corner of Lot 5 and Lot 6, said Glenwood, Phase 4B and continuing a total distance of 393.88 feet to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEY" found for an angle point of the herein describe tract;
- 2) N 09°52'12" W, a distance of 402.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 08°21'28" E, passing a distance of 184.17 feet to a 1/2-inch iron rod found at the common corner of the right-of-way of Fishbaugh Lane (R.O.W. ~ 60') as shown on said plat of Glenwood, Phase 4B and Lot 1A, Amended Plat of Lot 14, Block C, Glenwood, Phase 4A And Lot 1, Block C, Glenwood, Phase 4B as recorded in Document Number 2008041948 of the Official Public Records of Williamson County Texas, and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Amended Plat, a total distance of 309.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 367.15 acre tract and the aforementioned 118.569 acre tract, for a corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 118.569 acre tract the following ten (10) courses:

- 1) S 82° 22' 58" E, a distance of 598.31 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 07° 37' 02" E, a distance of 1,806.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 08° 18' 08" E, a distance of 800.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 4) S 81° 41' 52" 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;
- 5) S 08° 18' 08" W, a distance of 12.78 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;
- 6) S 81° 41' 52" E, a distance of 981.04 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;

- 7) Curving to the right, with a radius of 970.00 feet, an arc length of 293.11 feet, a central angle of $17^{\circ} 18' 48''$, a chord bearing of S $73^{\circ} 02' 28''$ E, and a chord distance of 292.00 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;
- 8) S $64^{\circ} 23' 03''$ E, a distance of 423.06 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 left, with a radius of 330.00 feet, an arc length of 102.41 feet, a central angle of $17^{\circ} 46' 48''$, a chord bearing of S $73^{\circ} 16' 27''$ E, and a chord distance of 102.00 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 $82^{\circ} 09' 52''$ E, a distance of 279.44 feet to the **POINT OF BEGINNING** and containing 65.402 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A plat of survey with like job number and date was prepared in conjunction with this metes and bounds description.


 Dion P. Albertson RPLS No. 4963
 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPLS Licensed Surveying Firm No. 10194490



10/10/2023
 Date

Client: Lennar
 Date: October 10, 2023
 Job No: 9936-01

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

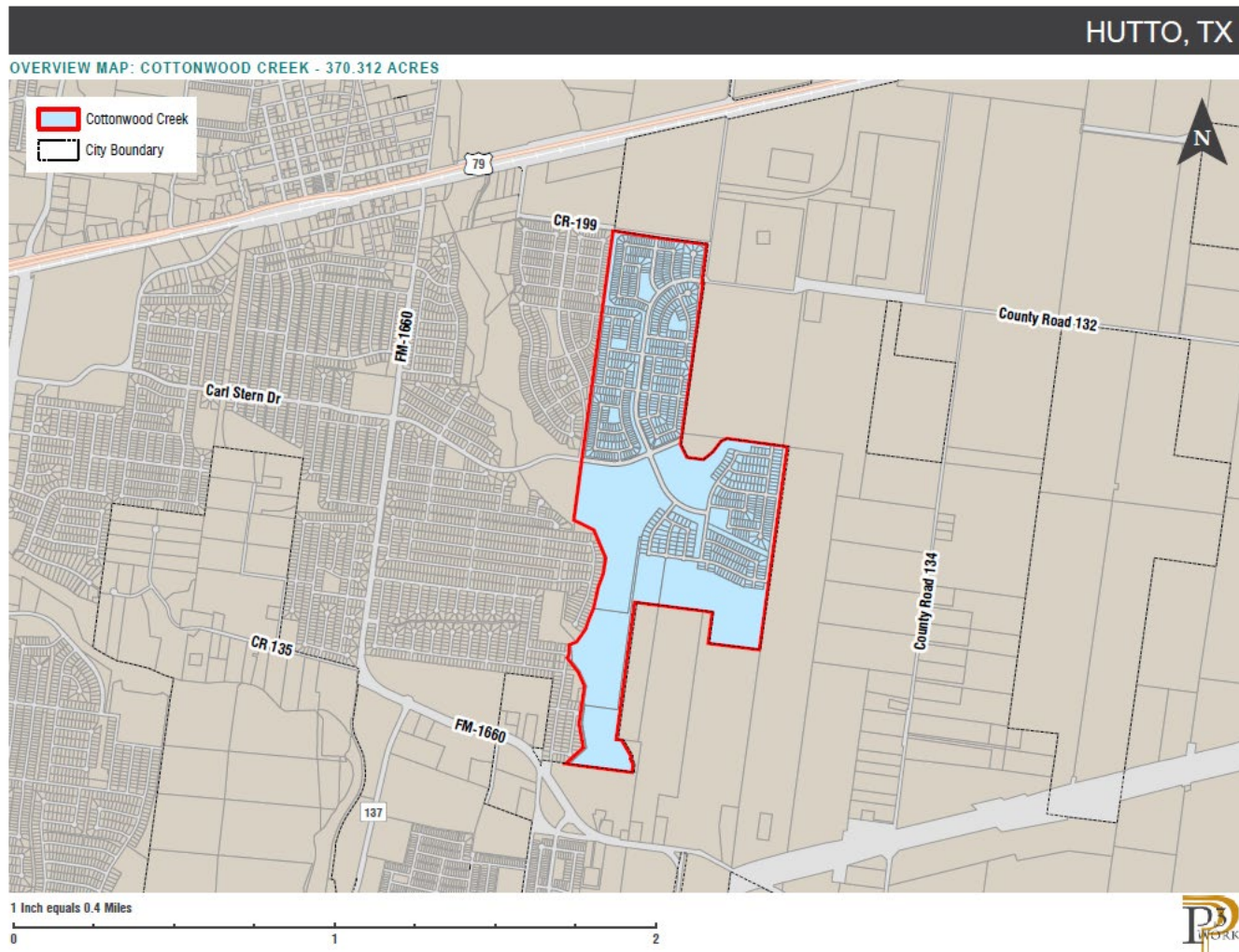


EXHIBIT B-2 – IMPROVEMENT AREA MAP

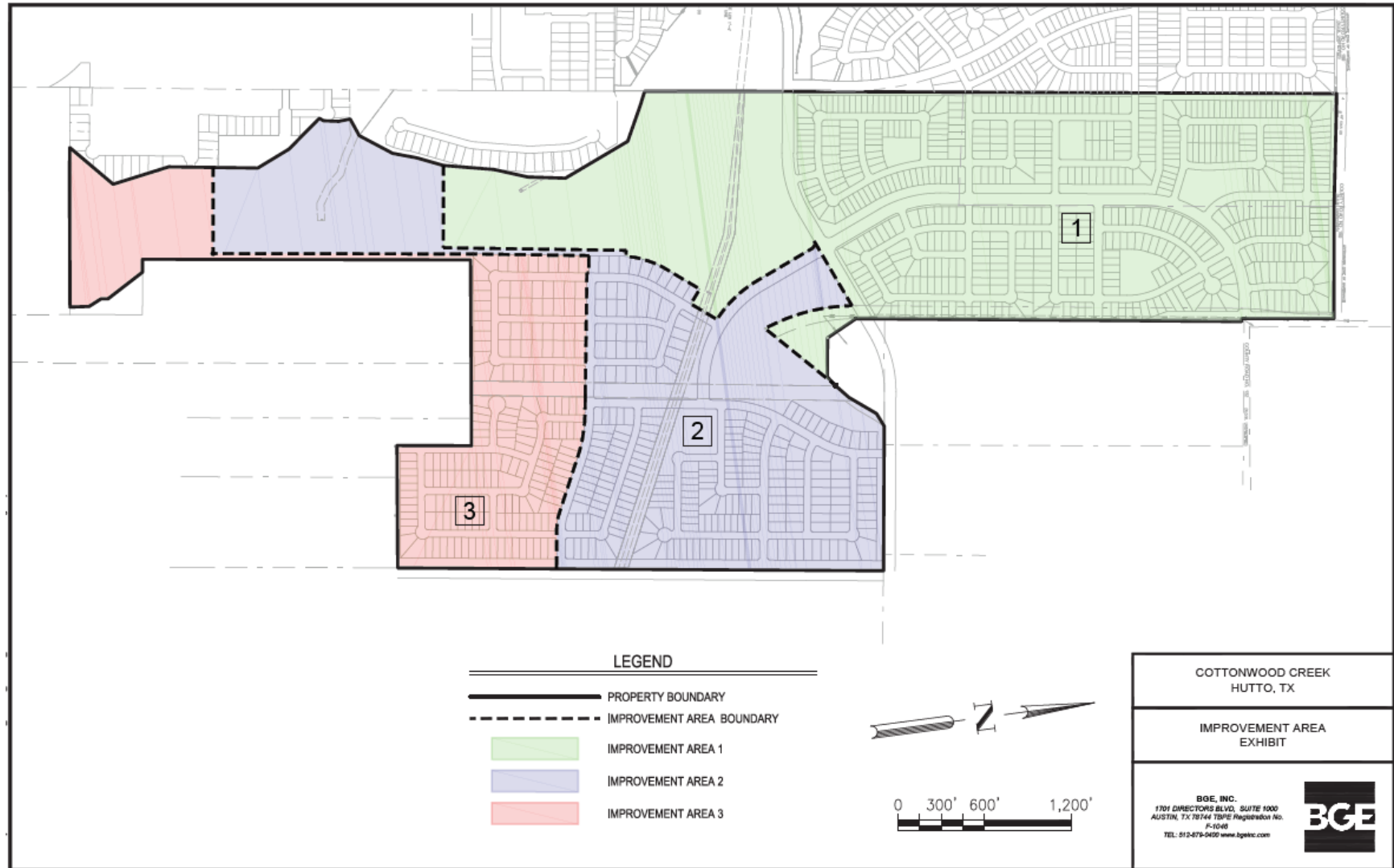


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Owner Funded Improvements	Improvement Area #1	Improvement Area #2	Improvement Area #3
<i>Improvement Area #1 Improvements ^[a]</i>					
Water	\$ 2,201,224	\$ -	\$ 2,201,224	\$ -	\$ -
Drainage	4,098,093	-	4,098,093	-	-
Streets	7,211,005	-	7,211,005	-	-
	\$ 13,510,321	\$ -	\$ 13,510,321	\$ -	\$ -
<i>Owner Funded Improvements ^[a]</i>					
Wastewater	\$ 3,926,675	\$ 3,926,675	\$ -	\$ -	\$ -
	\$ 3,926,675	\$ 3,926,675	\$ -	\$ -	\$ -
<i>Improvement Area #2 Improvements ^[b]</i>					
Water	\$ 2,007,777	\$ -	\$ -	\$ 2,007,777	\$ -
Drainage	7,120,627	-	-	7,120,627	-
Streets ^[c]	5,169,622	-	-	5,169,622	-
	\$ 14,298,026	\$ -	\$ -	\$ 14,298,026	\$ -
<i>Improvement Area #3 Improvements ^[d]</i>					
Water	\$ 868,756	\$ -	\$ -	\$ -	\$ 868,756
Drainage	940,018	-	-	-	940,018
Streets	1,719,535	-	-	-	1,719,535
	\$ 3,528,309	\$ -	\$ -	\$ -	\$ 3,528,309
<i>Bond Issuance Costs and District Formation Expenses ^[e]</i>					
Debt Service Reserve Fund	\$ 1,269,463	\$ -	\$ 584,480	\$ 441,521	\$ 243,461
Underwriter Discount	600,000	-	306,450	193,740	99,810
Capitalized Interest	250,294	-	-	169,395	80,899
Cost of Issuance	1,178,148	-	578,996	399,532	199,620
First Year Annual Collection Costs	130,000	-	25,000	70,000	35,000
	\$ 3,427,905	\$ -	\$ 1,494,926	\$ 1,274,188	\$ 658,790
Total	\$ 38,691,237	\$ 3,926,675	\$ 15,005,248	\$ 15,572,214	\$ 4,187,100

Footnotes:

[a] Per the Engineer's Report prepared by BGE, Inc. dated May 12, 2021.

[b] Per the Engineer's Report prepared by BGE, Inc. dated March 1, 2024.

[c] Includes Mobilization, Clearing & Erosion Control Improvements.

[d] Per the Engineer's Report prepared by BGE, Inc. dated December 2025.

[e] Preliminary estimates only for Improvement Area #3 and subject to change upon the issuance of PID Bonds.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 228,000.00	\$ 236,000.00	\$ 244,000.00	\$ 252,000.00	\$ 260,000.00
Interest		336,960.00	329,835.00	322,460.00	314,835.00	306,960.00
	(1)	\$ 564,960.00	\$ 565,835.00	\$ 566,460.00	\$ 566,835.00	\$ 566,960.00
Annual Collection Costs	(2)	\$ 40,728.00	\$ 40,012.56	\$ 40,812.81	\$ 41,629.07	\$ 42,461.65
Additional Interest	(3)	\$ 45,440.00	\$ 44,300.00	\$ 43,120.00	\$ 41,900.00	\$ 40,640.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 651,128.00	\$ 650,147.56	\$ 650,392.81	\$ 650,364.07	\$ 650,061.65

Improvement Area #2						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 103,000.00	\$ 107,000.00	\$ 111,000.00	\$ 116,000.00	\$ 121,000.00
Interest		327,341.26	323,092.50	318,678.76	314,100.00	309,315.00
	(1)	\$ 430,341.26	\$ 430,092.50	\$ 429,678.76	\$ 430,100.00	\$ 430,315.00
Annual Collection Costs	(2)	\$ 42,300.42	\$ 41,616.43	\$ 42,448.76	\$ 43,297.73	\$ 44,163.69
Additional Interest	(3)	\$ 31,795.00	\$ 31,280.00	\$ 30,745.00	\$ 30,190.00	\$ 29,610.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 504,436.68	\$ 502,988.93	\$ 502,872.52	\$ 503,587.73	\$ 504,088.69

Improvement Area #3						
Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ -	\$ 48,000.00	\$ 50,000.00	\$ 53,000.00	\$ 55,000.00
Interest		80,899.00	195,461.25	192,641.25	189,703.75	186,590.00
Capitalized Interest		(80,899.00)	-	-	-	-
	(1)	\$ -	\$ 243,461.25	\$ 242,641.25	\$ 242,703.75	\$ 241,590.00
Annual Collection Costs	(2)	\$ -	\$ 35,700.00	\$ 36,414.00	\$ 37,142.28	\$ 37,885.13
Additional Interest	(3)	\$ -	\$ 16,635.00	\$ 16,395.00	\$ 16,145.00	\$ 15,880.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 295,796.25	\$ 295,450.25	\$ 295,991.03	\$ 295,355.13

EXHIBIT E – SOURCES AND USES

	Owner Funded Improvements	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
Sources of Funds					
Improvement Area #1 Bonds	\$ -	\$ 10,215,000	\$ -	\$ -	\$ 10,215,000
Improvement Area #2 Bonds	-	-	6,458,000	-	6,458,000
Improvement Area #3 Bonds	-	-	-	3,327,000	3,327,000
Net Premium	-	94,926	-	-	94,926
Original Issue Discount	-	-	(38,812)	-	(38,812)
Developer Contribution ^[a]	3,926,675	4,695,322	9,153,026	860,100	18,635,123
Total Sources of Funds	\$ 3,926,675	\$ 15,005,248	\$ 15,572,214	\$ 4,187,100	\$ 38,691,237
Uses of Funds					
<i>Authorized Improvements</i>					
Improvement Area #1 Improvements	\$ -	\$ 13,510,321	\$ -	\$ -	\$ 13,510,321
Improvement Area #2 Improvements	-	-	14,298,026	-	14,298,026
Improvement Area #3 Improvements	-	-	-	3,528,309	3,528,309
	\$ -	\$ 13,510,321	\$ 14,298,026	\$ 3,528,309	\$ 31,336,657
<i>Owner Funded Improvements</i>					
Wastewater	\$ 3,926,675	\$ -	\$ -	\$ -	\$ 3,926,675
	\$ 3,926,675	\$ -	\$ -	\$ -	\$ 3,926,675
<i>Bond Issuance Costs^[b]</i>					
Debt Service Reserve Fund	\$ -	\$ 584,480	\$ 441,521	\$ 243,461	\$ 1,269,463
Underwriter Discount ^[c]	-	306,450	193,740	99,810	600,000
Capitalized Interest	-	-	169,395	80,899	250,294
Cost of Issuance	-	578,996	399,532	199,620	1,178,148
First Year's Annual Collection Costs	-	25,000	70,000	35,000	130,000
	\$ -	\$ 1,494,926	\$ 1,274,188	\$ 658,790	\$ 3,427,905
Total Uses of Funds	\$ 3,926,675	\$ 15,005,248	\$ 15,572,214	\$ 4,187,100	\$ 38,691,237

Footnotes:

[a] Developer contribution is the estimated amount of funds to be expended by the Developer in excess of the funds received from each series of PID Bonds. The Developer contribution represents actual and estimated costs of improvements constructed or to be constructed by the Developer at the Developer's expense. Not reimbursable to the Developer from Assessments or the proceeds from a series of PID Bonds.

[b] Preliminary estimates only for Improvement Area #3 and subject to change upon the issuance of PID Bonds.

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R664420	Non-Benefited Property		\$ -	\$ -
R664421	Non-Benefited Property		\$ -	\$ -
R664422	Non-Benefited Property		\$ -	\$ -
R602994	Non-Benefited Property		\$ -	\$ -
R602995	1		\$ 14,286.75	\$ 1,023.60
R602996	1		\$ 14,286.75	\$ 1,023.60
R602997	1		\$ 14,286.75	\$ 1,023.60
R602998	1		\$ 14,286.75	\$ 1,023.60
R602999	1		\$ 14,286.75	\$ 1,023.60
R603000	1		\$ 14,286.75	\$ 1,023.60
R603001	1		\$ 14,286.75	\$ 1,023.60
R603002	1		\$ 14,286.75	\$ 1,023.60
R603003	1		\$ 14,286.75	\$ 1,023.60
R603004	1		\$ 14,286.75	\$ 1,023.60
R603005	1		\$ 14,286.75	\$ 1,023.60
R603006	1		\$ 14,286.75	\$ 1,023.60
R603007	1		\$ 14,286.75	\$ 1,023.60
R603008	1		\$ 14,286.75	\$ 1,023.60
R603009	1		\$ 14,286.75	\$ 1,023.60
R603010	1		\$ 14,286.75	\$ 1,023.60
R603011	1		\$ 14,286.75	\$ 1,023.60
R603012	1		\$ 14,286.75	\$ 1,023.60
R603013	1		\$ 14,286.75	\$ 1,023.60
R603014	1		\$ 14,286.75	\$ 1,023.60
R603015	1		\$ 14,286.75	\$ 1,023.60
R603016	2		\$ 18,252.47	\$ 1,307.73
R603017	2		\$ 18,252.47	\$ 1,307.73
R603018	Duplex		\$ 25,421.26	\$ 1,821.36
R603019	Duplex		\$ 25,421.26	\$ 1,821.36
R603020	3		\$ 22,624.92	\$ 1,621.01
R603021	3		\$ 22,624.92	\$ 1,621.01
R603022	2		\$ 18,252.47	\$ 1,307.73
R603023	2		\$ 18,252.47	\$ 1,307.73
R603024	2		\$ 18,252.47	\$ 1,307.73
R603025	2		\$ 18,252.47	\$ 1,307.73
R603026	2		\$ 18,252.47	\$ 1,307.73
R603027	2		\$ 18,252.47	\$ 1,307.73
R603028	2		\$ 18,252.47	\$ 1,307.73
R603029	2		\$ 18,252.47	\$ 1,307.73
R603030	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R603031	2		\$ 18,252.47	\$ 1,307.73
R603032	Non-Benefited Property		\$ -	\$ -
R603033	Non-Benefited Property		\$ -	\$ -
R603034	1		\$ 14,286.75	\$ 1,023.60
R603035	1		\$ 14,286.75	\$ 1,023.60
R603036	1		\$ 14,286.75	\$ 1,023.60
R603037	1		\$ 14,286.75	\$ 1,023.60
R603038	1		\$ 14,286.75	\$ 1,023.60
R603039	1		\$ 14,286.75	\$ 1,023.60
R603040	1		\$ 14,286.75	\$ 1,023.60
R603041	1		\$ 14,286.75	\$ 1,023.60
R603042	1		\$ 14,286.75	\$ 1,023.60
R603043	1		\$ 14,286.75	\$ 1,023.60
R603044	1		\$ 14,286.75	\$ 1,023.60
R603045	1		\$ 14,286.75	\$ 1,023.60
R603046	1		\$ 14,286.75	\$ 1,023.60
R603047	1		\$ 14,286.75	\$ 1,023.60
R603048	1		\$ 14,286.75	\$ 1,023.60
R603049	1		\$ 14,286.75	\$ 1,023.60
R603050	1		\$ 14,286.75	\$ 1,023.60
R603051	1		\$ 14,286.75	\$ 1,023.60
R603052	1		\$ 14,286.75	\$ 1,023.60
R603053	1		\$ 14,286.75	\$ 1,023.60
R603054	1		\$ 14,286.75	\$ 1,023.60
R603055	1		\$ 14,286.75	\$ 1,023.60
R603056	1		\$ 14,286.75	\$ 1,023.60
R603057	1		\$ 14,286.75	\$ 1,023.60
R603058	1		\$ 14,286.75	\$ 1,023.60
R603059	1		\$ 14,286.75	\$ 1,023.60
R603060	Non-Benefited Property		\$ -	\$ -
R603061	2		\$ 18,252.47	\$ 1,307.73
R603062	2		\$ 18,252.47	\$ 1,307.73
R603063	2		\$ 18,252.47	\$ 1,307.73
R603064	2		\$ 18,252.47	\$ 1,307.73
R603065	2		\$ 18,252.47	\$ 1,307.73
R603066	2		\$ 18,252.47	\$ 1,307.73
R603067	2		\$ 18,252.47	\$ 1,307.73
R603068	2		\$ 18,252.47	\$ 1,307.73
R603069	2		\$ 18,252.47	\$ 1,307.73
R603070	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R603071	2		\$ 18,252.47	\$ 1,307.73
R603072	2		\$ 18,252.47	\$ 1,307.73
R603073	2		\$ 18,252.47	\$ 1,307.73
R603074	2		\$ 18,252.47	\$ 1,307.73
R603075	2		\$ 18,252.47	\$ 1,307.73
R603076	2		\$ 18,252.47	\$ 1,307.73
R603077	2		\$ 18,252.47	\$ 1,307.73
R603078	2		\$ 18,252.47	\$ 1,307.73
R603079	2		\$ 18,252.47	\$ 1,307.73
R603080	2		\$ 18,252.47	\$ 1,307.73
R603081	Non-Benefited Property		\$ -	\$ -
R603082	2		\$ 18,252.47	\$ 1,307.73
R603083	2		\$ 18,252.47	\$ 1,307.73
R603084	2		\$ 18,252.47	\$ 1,307.73
R603085	2		\$ 18,252.47	\$ 1,307.73
R603086	2		\$ 18,252.47	\$ 1,307.73
R603087	2		\$ 18,252.47	\$ 1,307.73
R603088	2		\$ 18,252.47	\$ 1,307.73
R603089	2		\$ 18,252.47	\$ 1,307.73
R603090	2		\$ 18,252.47	\$ 1,307.73
R603091	2		\$ 18,252.47	\$ 1,307.73
R603092	2		\$ 18,252.47	\$ 1,307.73
R603093	2		\$ 18,252.47	\$ 1,307.73
R603094	2		\$ 18,252.47	\$ 1,307.73
R603095	2		\$ 18,252.47	\$ 1,307.73
R603096	2		\$ 18,252.47	\$ 1,307.73
R603097	2		\$ 18,252.47	\$ 1,307.73
R603098	Non-Benefited Property		\$ -	\$ -
R603099	2		\$ 18,252.47	\$ 1,307.73
R603100	2		\$ 18,252.47	\$ 1,307.73
R603101	2		\$ 18,252.47	\$ 1,307.73
R603102	2		\$ 18,252.47	\$ 1,307.73
R603103	2		\$ 18,252.47	\$ 1,307.73
R603104	2		\$ 18,252.47	\$ 1,307.73
R603105	2		\$ 18,252.47	\$ 1,307.73
R603106	2		\$ 18,252.47	\$ 1,307.73
R603107	2		\$ 18,252.47	\$ 1,307.73
R603108	2		\$ 18,252.47	\$ 1,307.73
R603109	2		\$ 18,252.47	\$ 1,307.73
R603110	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R603111	2		\$ 18,252.47	\$ 1,307.73
R603112	2		\$ 18,252.47	\$ 1,307.73
R603113	2		\$ 18,252.47	\$ 1,307.73
R603114	2		\$ 18,252.47	\$ 1,307.73
R603115	2		\$ 18,252.47	\$ 1,307.73
R603116	2		\$ 18,252.47	\$ 1,307.73
R603117	2		\$ 18,252.47	\$ 1,307.73
R603118	2		\$ 18,252.47	\$ 1,307.73
R603119	2		\$ 18,252.47	\$ 1,307.73
R603120	2		\$ 18,252.47	\$ 1,307.73
R603121	Non-Benefited Property		\$ -	\$ -
R603122	2		\$ 18,252.47	\$ 1,307.73
R603123	2		\$ 18,252.47	\$ 1,307.73
R603124	2		\$ 18,252.47	\$ 1,307.73
R603125	2		\$ 18,252.47	\$ 1,307.73
R603126	2		\$ 18,252.47	\$ 1,307.73
R603127	2		\$ 18,252.47	\$ 1,307.73
R603128	2		\$ 18,252.47	\$ 1,307.73
R603129	2		\$ 18,252.47	\$ 1,307.73
R603130	2		\$ 18,252.47	\$ 1,307.73
R603131	2		\$ 18,252.47	\$ 1,307.73
R603132	2		\$ 18,252.47	\$ 1,307.73
R603133	2		\$ 18,252.47	\$ 1,307.73
R603134	2		\$ 18,252.47	\$ 1,307.73
R603135	2		\$ 18,252.47	\$ 1,307.73
R603136	2		\$ 18,252.47	\$ 1,307.73
R603137	2		\$ 18,252.47	\$ 1,307.73
R603138	2		\$ 18,252.47	\$ 1,307.73
R603139	2		\$ 18,252.47	\$ 1,307.73
R603140	2		\$ 18,252.47	\$ 1,307.73
R603141	2		\$ 18,252.47	\$ 1,307.73
R603142	2		\$ 18,252.47	\$ 1,307.73
R603143	2		\$ 18,252.47	\$ 1,307.73
R603144	2		\$ 18,252.47	\$ 1,307.73
R603145	2		\$ 18,252.47	\$ 1,307.73
R603146	2		\$ 18,252.47	\$ 1,307.73
R603147	2		\$ 18,252.47	\$ 1,307.73
R603148	2		\$ 18,252.47	\$ 1,307.73
R603149	2		\$ 18,252.47	\$ 1,307.73
R603150	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R603151	2		\$ 18,252.47	\$ 1,307.73
R603152	2		\$ 18,252.47	\$ 1,307.73
R603153	2		\$ 18,252.47	\$ 1,307.73
R603154	2		\$ 18,252.47	\$ 1,307.73
R603155	2		\$ 18,252.47	\$ 1,307.73
R603156	2		\$ 18,252.47	\$ 1,307.73
R603157	2		\$ 18,252.47	\$ 1,307.73
R603158	2		\$ 18,252.47	\$ 1,307.73
R603159	2		\$ 18,252.47	\$ 1,307.73
R603160	2		\$ 18,252.47	\$ 1,307.73
R612325	Non-Benefited Property		\$ -	\$ -
R612328	Non-Benefited Property		\$ -	\$ -
R612329	2		\$ 18,252.47	\$ 1,307.73
R612330	2		\$ 18,252.47	\$ 1,307.73
R612331	2		\$ 18,252.47	\$ 1,307.73
R612332	2		\$ 18,252.47	\$ 1,307.73
R612333	2		\$ 18,252.47	\$ 1,307.73
R612334	2		\$ 18,252.47	\$ 1,307.73
R612335	2		\$ 18,252.47	\$ 1,307.73
R612336	2		\$ 18,252.47	\$ 1,307.73
R612337	2		\$ 18,252.47	\$ 1,307.73
R612338	2		\$ 18,252.47	\$ 1,307.73
R612339	2		\$ 18,252.47	\$ 1,307.73
R612340	2		\$ 18,252.47	\$ 1,307.73
R612341	Non-Benefited Property		\$ -	\$ -
R612342	2		\$ 18,252.47	\$ 1,307.73
R612343	2		\$ 18,252.47	\$ 1,307.73
R612344	2		\$ 18,252.47	\$ 1,307.73
R612345	2		\$ 18,252.47	\$ 1,307.73
R612346	2		\$ 18,252.47	\$ 1,307.73
R612347	2		\$ 18,252.47	\$ 1,307.73
R612348	2		\$ 18,252.47	\$ 1,307.73
R612349	2		\$ 18,252.47	\$ 1,307.73
R612350	2		\$ 18,252.47	\$ 1,307.73
R612351	2		\$ 18,252.47	\$ 1,307.73
R612352	2		\$ 18,252.47	\$ 1,307.73
R612353	2		\$ 18,252.47	\$ 1,307.73
R612354	2		\$ 18,252.47	\$ 1,307.73
R612355	2		\$ 18,252.47	\$ 1,307.73
R612356	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R612357	2		\$ 18,252.47	\$ 1,307.73
R612358	2		\$ 18,252.47	\$ 1,307.73
R612359	2		\$ 18,252.47	\$ 1,307.73
R612360	Non-Benefited Property		\$ -	\$ -
R612361	2		\$ 18,252.47	\$ 1,307.73
R612362	2		\$ 18,252.47	\$ 1,307.73
R612363	2		\$ 18,252.47	\$ 1,307.73
R612364	2		\$ 18,252.47	\$ 1,307.73
R612365	2		\$ 18,252.47	\$ 1,307.73
R612366	2		\$ 18,252.47	\$ 1,307.73
R612367	2		\$ 18,252.47	\$ 1,307.73
R612368	2		\$ 18,252.47	\$ 1,307.73
R612369	1		\$ 14,286.75	\$ 1,023.60
R612370	1		\$ 14,286.75	\$ 1,023.60
R612371	1		\$ 14,286.75	\$ 1,023.60
R612372	1		\$ 14,286.75	\$ 1,023.60
R612373	1		\$ 14,286.75	\$ 1,023.60
R612374	1		\$ 14,286.75	\$ 1,023.60
R612375	1		\$ 14,286.75	\$ 1,023.60
R612376	1		\$ 14,286.75	\$ 1,023.60
R612377	1		\$ 14,286.75	\$ 1,023.60
R612378	1		\$ 14,286.75	\$ 1,023.60
R612379	1		\$ 14,286.75	\$ 1,023.60
R612380	1		\$ 14,286.75	\$ 1,023.60
R612381	1		\$ 14,286.75	\$ 1,023.60
R612382	1		\$ 14,286.75	\$ 1,023.60
R612383	1		\$ 14,286.75	\$ 1,023.60
R612384	1		\$ 14,286.75	\$ 1,023.60
R612385	1		\$ 14,286.75	\$ 1,023.60
R612386	1		\$ 14,286.75	\$ 1,023.60
R612387	1		\$ 14,286.75	\$ 1,023.60
R612388	1		\$ 14,286.75	\$ 1,023.60
R612389	1		\$ 14,286.75	\$ 1,023.60
R612390	1		\$ 14,286.75	\$ 1,023.60
R612391	1		\$ 14,286.75	\$ 1,023.60
R612392	1		\$ 14,286.75	\$ 1,023.60
R612393	1		\$ 14,286.75	\$ 1,023.60
R612394	1		\$ 14,286.75	\$ 1,023.60
R612395	1		\$ 14,286.75	\$ 1,023.60
R612396	1		\$ 14,286.75	\$ 1,023.60

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R612397	1		\$ 14,286.75	\$ 1,023.60
R612398	1		\$ 14,286.75	\$ 1,023.60
R612399	1		\$ 14,286.75	\$ 1,023.60
R612400	1		\$ 14,286.75	\$ 1,023.60
R612401	1		\$ 14,286.75	\$ 1,023.60
R612402	1		\$ 14,286.75	\$ 1,023.60
R612403	1		\$ 14,286.75	\$ 1,023.60
R612404	1		\$ 14,286.75	\$ 1,023.60
R612405	1		\$ 14,286.75	\$ 1,023.60
R612406	1		\$ 14,286.75	\$ 1,023.60
R612407	1		\$ 14,286.75	\$ 1,023.60
R612408	Non-Benefited Property		\$ -	\$ -
R612409	1		\$ 14,286.75	\$ 1,023.60
R612410	1		\$ 14,286.75	\$ 1,023.60
R612411	1		\$ 14,286.75	\$ 1,023.60
R612412	1		\$ 14,286.75	\$ 1,023.60
R612413	1		\$ 14,286.75	\$ 1,023.60
R612414	1		\$ 14,286.75	\$ 1,023.60
R612415	1		\$ 14,286.75	\$ 1,023.60
R612416	1		\$ 14,286.75	\$ 1,023.60
R612417	1		\$ 14,286.75	\$ 1,023.60
R612418	1		\$ 14,286.75	\$ 1,023.60
R612419	1		\$ 14,286.75	\$ 1,023.60
R612420	1		\$ 14,286.75	\$ 1,023.60
R612421	1		\$ 14,286.75	\$ 1,023.60
R612422	1		\$ 14,286.75	\$ 1,023.60
R612423	1		\$ 14,286.75	\$ 1,023.60
R612424	1		\$ 14,286.75	\$ 1,023.60
R612425	1		\$ 14,286.75	\$ 1,023.60
R612426	1		\$ 14,286.75	\$ 1,023.60
R612427	1		\$ 14,286.75	\$ 1,023.60
R612428	1		\$ 14,286.75	\$ 1,023.60
R612429	1		\$ 14,286.75	\$ 1,023.60
R612430	1		\$ 14,286.75	\$ 1,023.60
R612431	1		\$ 14,286.75	\$ 1,023.60
R612432	1		\$ 14,286.75	\$ 1,023.60
R612433	1		\$ 14,286.75	\$ 1,023.60
R612434	1		\$ 14,286.75	\$ 1,023.60
R612435	2		\$ 18,252.47	\$ 1,307.73
R612436	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R612437	Duplex		\$ 25,421.26	\$ 1,821.36
R612438	Duplex		\$ 25,421.26	\$ 1,821.36
R612439	3		\$ 22,624.92	\$ 1,621.01
R612440	3		\$ 22,624.92	\$ 1,621.01
R612441	Non-Benefited Property		\$ -	\$ -
R612442	Non-Benefited Property		\$ -	\$ -
R612443	1		\$ 14,286.75	\$ 1,023.60
R612444	1		\$ 14,286.75	\$ 1,023.60
R612445	1		\$ 14,286.75	\$ 1,023.60
R612446	1		\$ 14,286.75	\$ 1,023.60
R612447	1		\$ 14,286.75	\$ 1,023.60
R612448	1		\$ 14,286.75	\$ 1,023.60
R612449	Non-Benefited Property		\$ -	\$ -
R612450	1		\$ 14,286.75	\$ 1,023.60
R612451	1		\$ 14,286.75	\$ 1,023.60
R612452	1		\$ 14,286.75	\$ 1,023.60
R612453	1		\$ 14,286.75	\$ 1,023.60
R612454	1		\$ 14,286.75	\$ 1,023.60
R612455	1		\$ 14,286.75	\$ 1,023.60
R612456	1		\$ 14,286.75	\$ 1,023.60
R612457	1		\$ 14,286.75	\$ 1,023.60
R612458	1		\$ 14,286.75	\$ 1,023.60
R612459	1		\$ 14,286.75	\$ 1,023.60
R612460	1		\$ 14,286.75	\$ 1,023.60
R612461	1		\$ 14,286.75	\$ 1,023.60
R612462	1		\$ 14,286.75	\$ 1,023.60
R612463	1		\$ 14,286.75	\$ 1,023.60
R612464	1		\$ 14,286.75	\$ 1,023.60
R612465	1		\$ 14,286.75	\$ 1,023.60
R612466	1		\$ 14,286.75	\$ 1,023.60
R612467	1		\$ 14,286.75	\$ 1,023.60
R612468	1		\$ 14,286.75	\$ 1,023.60
R612469	1		\$ 14,286.75	\$ 1,023.60
R612470	1		\$ 14,286.75	\$ 1,023.60
R612471	1		\$ 14,286.75	\$ 1,023.60
R612472	1		\$ 14,286.75	\$ 1,023.60
R625686	2		\$ 18,252.47	\$ 1,307.73
R625687	2		\$ 18,252.47	\$ 1,307.73
R625688	2		\$ 18,252.47	\$ 1,307.73
R625689	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R625690	2		\$ 18,252.47	\$ 1,307.73
R625691	2		\$ 18,252.47	\$ 1,307.73
R625692	2		\$ 18,252.47	\$ 1,307.73
R625693	2		\$ 18,252.47	\$ 1,307.73
R625694	2		\$ 18,252.47	\$ 1,307.73
R625695	2		\$ 18,252.47	\$ 1,307.73
R625696	2		\$ 18,252.47	\$ 1,307.73
R625697	2		\$ 18,252.47	\$ 1,307.73
R625698	2		\$ 18,252.47	\$ 1,307.73
R625699	2		\$ 18,252.47	\$ 1,307.73
R625700	2		\$ 18,252.47	\$ 1,307.73
R625701	2		\$ 18,252.47	\$ 1,307.73
R625702	2		\$ 18,252.47	\$ 1,307.73
R625703	2		\$ 18,252.47	\$ 1,307.73
R625704	2		\$ 18,252.47	\$ 1,307.73
R625705	2		\$ 18,252.47	\$ 1,307.73
R625706	2		\$ 18,252.47	\$ 1,307.73
R625707	2		\$ 18,252.47	\$ 1,307.73
R625708	2		\$ 18,252.47	\$ 1,307.73
R625709	2		\$ 18,252.47	\$ 1,307.73
R625710	2		\$ 18,252.47	\$ 1,307.73
R625711	2		\$ 18,252.47	\$ 1,307.73
R625712	2		\$ 18,252.47	\$ 1,307.73
R625713	2		\$ 18,252.47	\$ 1,307.73
R625714	2		\$ 18,252.47	\$ 1,307.73
R625715	2		\$ 18,252.47	\$ 1,307.73
R625716	2		\$ 18,252.47	\$ 1,307.73
R625717	2		\$ 18,252.47	\$ 1,307.73
R625718	2		\$ 18,252.47	\$ 1,307.73
R625719	2		\$ 18,252.47	\$ 1,307.73
R625720	2		\$ 18,252.47	\$ 1,307.73
R625721	2		\$ 18,252.47	\$ 1,307.73
R625722	2		\$ 18,252.47	\$ 1,307.73
R625723	2		\$ 18,252.47	\$ 1,307.73
R625724	2		\$ 18,252.47	\$ 1,307.73
R625725	2		\$ 18,252.47	\$ 1,307.73
R625726	Non-Benefited Property		\$ -	\$ -
R625727	Non-Benefited Property		\$ -	\$ -
R625728	2		\$ 18,252.47	\$ 1,307.73
R625729	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R625730	2		\$ 18,252.47	\$ 1,307.73
R625731	2		\$ 18,252.47	\$ 1,307.73
R625732	2		\$ 18,252.47	\$ 1,307.73
R625733	2		\$ 18,252.47	\$ 1,307.73
R625734	2		\$ 18,252.47	\$ 1,307.73
R625735	2		\$ 18,252.47	\$ 1,307.73
R625736	2		\$ 18,252.47	\$ 1,307.73
R625737	2		\$ 18,252.47	\$ 1,307.73
R625738	2		\$ 18,252.47	\$ 1,307.73
R625739	2		\$ 18,252.47	\$ 1,307.73
R625740	2		\$ 18,252.47	\$ 1,307.73
R625741	2		\$ 18,252.47	\$ 1,307.73
R625742	2		\$ 18,252.47	\$ 1,307.73
R625743	2		\$ 18,252.47	\$ 1,307.73
R625744	2		\$ 18,252.47	\$ 1,307.73
R625745	2		\$ 18,252.47	\$ 1,307.73
R625746	2		\$ 18,252.47	\$ 1,307.73
R625747	2		\$ 18,252.47	\$ 1,307.73
R625748	2		\$ 18,252.47	\$ 1,307.73
R625749	2		\$ 18,252.47	\$ 1,307.73
R625750	2		\$ 18,252.47	\$ 1,307.73
R625751	2		\$ 18,252.47	\$ 1,307.73
R625752	2		\$ 18,252.47	\$ 1,307.73
R625753	2		\$ 18,252.47	\$ 1,307.73
R625754	2		\$ 18,252.47	\$ 1,307.73
R625755	2		\$ 18,252.47	\$ 1,307.73
R625756	2		\$ 18,252.47	\$ 1,307.73
R625757	2		\$ 18,252.47	\$ 1,307.73
R625758	2		\$ 18,252.47	\$ 1,307.73
R625759	2		\$ 18,252.47	\$ 1,307.73
R625760	Non-Benefited Property		\$ -	\$ -
R625761	2		\$ 18,252.47	\$ 1,307.73
R625762	2		\$ 18,252.47	\$ 1,307.73
R625763	2		\$ 18,252.47	\$ 1,307.73
R625764	2		\$ 18,252.47	\$ 1,307.73
R625765	Non-Benefited Property		\$ -	\$ -
R625766	2		\$ 18,252.47	\$ 1,307.73
R625767	2		\$ 18,252.47	\$ 1,307.73
R625768	2		\$ 18,252.47	\$ 1,307.73
R625769	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R625770	2		\$ 18,252.47	\$ 1,307.73
R625771	2		\$ 18,252.47	\$ 1,307.73
R625772	2		\$ 18,252.47	\$ 1,307.73
R625773	2		\$ 18,252.47	\$ 1,307.73
R625774	2		\$ 18,252.47	\$ 1,307.73
R625775	2		\$ 18,252.47	\$ 1,307.73
R625776	2		\$ 18,252.47	\$ 1,307.73
R625777	2		\$ 18,252.47	\$ 1,307.73
R625778	2		\$ 18,252.47	\$ 1,307.73
R625779	2		\$ 18,252.47	\$ 1,307.73
R625780	2		\$ 18,252.47	\$ 1,307.73
R625781	2		\$ 18,252.47	\$ 1,307.73
R625782	2		\$ 18,252.47	\$ 1,307.73
R625783	2		\$ 18,252.47	\$ 1,307.73
R625784	2		\$ 18,252.47	\$ 1,307.73
R625785	2		\$ 18,252.47	\$ 1,307.73
R625786	2		\$ 18,252.47	\$ 1,307.73
R625787	2		\$ 18,252.47	\$ 1,307.73
R625788	2		\$ 18,252.47	\$ 1,307.73
R625789	2		\$ 18,252.47	\$ 1,307.73
R625790	2		\$ 18,252.47	\$ 1,307.73
R639901	Non-Benefited Property		\$ -	\$ -
R639902	1		\$ 14,286.75	\$ 1,023.60
R639903	1		\$ 14,286.75	\$ 1,023.60
R639904	1		\$ 14,286.75	\$ 1,023.60
R639905	1		\$ 14,286.75	\$ 1,023.60
R639906	1		\$ 14,286.75	\$ 1,023.60
R639907	1		\$ 14,286.75	\$ 1,023.60
R639908	1		\$ 14,286.75	\$ 1,023.60
R639909	1		\$ 14,286.75	\$ 1,023.60
R639910	1		\$ 14,286.75	\$ 1,023.60
R639911	1		\$ 14,286.75	\$ 1,023.60
R639912	1		\$ 14,286.75	\$ 1,023.60
R639913	1		\$ 14,286.75	\$ 1,023.60
R639914	1		\$ 14,286.75	\$ 1,023.60
R639915	1		\$ 14,286.75	\$ 1,023.60
R639916	1		\$ 14,286.75	\$ 1,023.60
R639917	1		\$ 14,286.75	\$ 1,023.60
R639918	1		\$ 14,286.75	\$ 1,023.60
R639919	1		\$ 14,286.75	\$ 1,023.60

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R639920	1		\$ 14,286.75	\$ 1,023.60
R639921	1		\$ 14,286.75	\$ 1,023.60
R639922	1		\$ 14,286.75	\$ 1,023.60
R639923	1		\$ 14,286.75	\$ 1,023.60
R639924	1		\$ 14,286.75	\$ 1,023.60
R639925	1		\$ 14,286.75	\$ 1,023.60
R639926	1		\$ 14,286.75	\$ 1,023.60
R639927	1		\$ 14,286.75	\$ 1,023.60
R639928	1		\$ 14,286.75	\$ 1,023.60
R639929	1		\$ 14,286.75	\$ 1,023.60
R639930	1		\$ 14,286.75	\$ 1,023.60
R639931	1		\$ 14,286.75	\$ 1,023.60
R639932	1		\$ 14,286.75	\$ 1,023.60
R639933	1		\$ 14,286.75	\$ 1,023.60
R639934	1		\$ 14,286.75	\$ 1,023.60
R639935	1		\$ 14,286.75	\$ 1,023.60
R639936	1		\$ 14,286.75	\$ 1,023.60
R639937	1		\$ 14,286.75	\$ 1,023.60
R639938	1		\$ 14,286.75	\$ 1,023.60
R639939	1		\$ 14,286.75	\$ 1,023.60
R639940	1		\$ 14,286.75	\$ 1,023.60
R639941	1		\$ 14,286.75	\$ 1,023.60
R639942	1		\$ 14,286.75	\$ 1,023.60
R639943	1		\$ 14,286.75	\$ 1,023.60
R639944	1		\$ 14,286.75	\$ 1,023.60
R639945	1		\$ 14,286.75	\$ 1,023.60
R639946	1		\$ 14,286.75	\$ 1,023.60
R639947	1		\$ 14,286.75	\$ 1,023.60
R639948	1		\$ 14,286.75	\$ 1,023.60
R639949	1		\$ 14,286.75	\$ 1,023.60
R639950	1		\$ 14,286.75	\$ 1,023.60
R639951	2		\$ 18,252.47	\$ 1,307.73
R639952	2		\$ 18,252.47	\$ 1,307.73
R639953	2		\$ 18,252.47	\$ 1,307.73
R639954	2		\$ 18,252.47	\$ 1,307.73
R639955	2		\$ 18,252.47	\$ 1,307.73
R639956	2		\$ 18,252.47	\$ 1,307.73
R639957	2		\$ 18,252.47	\$ 1,307.73
R639958	2		\$ 18,252.47	\$ 1,307.73
R639959	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R639960	2		\$ 18,252.47	\$ 1,307.73
R639961	2		\$ 18,252.47	\$ 1,307.73
R639962	2		\$ 18,252.47	\$ 1,307.73
R639963	2		\$ 18,252.47	\$ 1,307.73
R639964	2		\$ 18,252.47	\$ 1,307.73
R639965	2		\$ 18,252.47	\$ 1,307.73
R639966	2		\$ 18,252.47	\$ 1,307.73
R639967	2		\$ 18,252.47	\$ 1,307.73
R639968	2		\$ 18,252.47	\$ 1,307.73
R639969	2		\$ 18,252.47	\$ 1,307.73
R639970	2		\$ 18,252.47	\$ 1,307.73
R639971	2		\$ 18,252.47	\$ 1,307.73
R639972	1		\$ 14,286.75	\$ 1,023.60
R639973	1		\$ 14,286.75	\$ 1,023.60
R639974	1		\$ 14,286.75	\$ 1,023.60
R639975	1		\$ 14,286.75	\$ 1,023.60
R639976	1		\$ 14,286.75	\$ 1,023.60
R639977	1		\$ 14,286.75	\$ 1,023.60
R639978	1		\$ 14,286.75	\$ 1,023.60
R639979	1		\$ 14,286.75	\$ 1,023.60
R639980	1		\$ 14,286.75	\$ 1,023.60
R639981	1		\$ 14,286.75	\$ 1,023.60
R639982	1		\$ 14,286.75	\$ 1,023.60
R639983	1		\$ 14,286.75	\$ 1,023.60
R639984	1		\$ 14,286.75	\$ 1,023.60
R639985	1		\$ 14,286.75	\$ 1,023.60
R639986	1		\$ 14,286.75	\$ 1,023.60
R639987	1		\$ 14,286.75	\$ 1,023.60
R639988	1		\$ 14,286.75	\$ 1,023.60
R639989	1		\$ 14,286.75	\$ 1,023.60
R639990	1		\$ 14,286.75	\$ 1,023.60
R639991	1		\$ 14,286.75	\$ 1,023.60
R639992	1		\$ 14,286.75	\$ 1,023.60
R639993	1		\$ 14,286.75	\$ 1,023.60
R639994	1		\$ 14,286.75	\$ 1,023.60
R639995	1		\$ 14,286.75	\$ 1,023.60
R639996	1		\$ 14,286.75	\$ 1,023.60
R639997	1		\$ 14,286.75	\$ 1,023.60
R639998	1		\$ 14,286.75	\$ 1,023.60
R639999	1		\$ 14,286.75	\$ 1,023.60

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R640000	1		\$ 14,286.75	\$ 1,023.60
R640001	1		\$ 14,286.75	\$ 1,023.60
R640002	1		\$ 14,286.75	\$ 1,023.60
R640003	1		\$ 14,286.75	\$ 1,023.60
R640004	1		\$ 14,286.75	\$ 1,023.60
R640006	1		\$ 14,286.75	\$ 1,023.60
R640007	1		\$ 14,286.75	\$ 1,023.60
R640008	1		\$ 14,286.75	\$ 1,023.60
R640009	1		\$ 14,286.75	\$ 1,023.60
R640010	1		\$ 14,286.75	\$ 1,023.60
R640011	1		\$ 14,286.75	\$ 1,023.60
R640012	1		\$ 14,286.75	\$ 1,023.60
R640013	1		\$ 14,286.75	\$ 1,023.60
R640014	1		\$ 14,286.75	\$ 1,023.60
R640015	1		\$ 14,286.75	\$ 1,023.60
R640018	Non-Benefited Property		\$ -	\$ -
R640019	2		\$ 18,252.47	\$ 1,307.73
R640020	2		\$ 18,252.47	\$ 1,307.73
R640021	2		\$ 18,252.47	\$ 1,307.73
R640022	2		\$ 18,252.47	\$ 1,307.73
R640023	2		\$ 18,252.47	\$ 1,307.73
R640024	2		\$ 18,252.47	\$ 1,307.73
R640025	2		\$ 18,252.47	\$ 1,307.73
R640026	2		\$ 18,252.47	\$ 1,307.73
R640027	2		\$ 18,252.47	\$ 1,307.73
R640028	2		\$ 18,252.47	\$ 1,307.73
R640029	2		\$ 18,252.47	\$ 1,307.73
R640030	2		\$ 18,252.47	\$ 1,307.73
R640031	2		\$ 18,252.47	\$ 1,307.73
R640032	2		\$ 18,252.47	\$ 1,307.73
R640033	2		\$ 18,252.47	\$ 1,307.73
R640034	2		\$ 18,252.47	\$ 1,307.73
R640035	2		\$ 18,252.47	\$ 1,307.73
R640036	2		\$ 18,252.47	\$ 1,307.73
R640037	2		\$ 18,252.47	\$ 1,307.73
R640038	2		\$ 18,252.47	\$ 1,307.73
R640039	2		\$ 18,252.47	\$ 1,307.73
R640041	Non-Benefited Property		\$ -	\$ -
R640042	Non-Benefited Property		\$ -	\$ -
R640043	2		\$ 18,252.47	\$ 1,307.73

Property ID ^[a]	Lot Type	Notes	Improvement Area #1	
			Outstanding Assessment ^[b]	Installment Due 1/31/2027 ^[c]
R640044	2		\$ 18,252.47	\$ 1,307.73
R640045	2		\$ 18,252.47	\$ 1,307.73
R640046	2		\$ 18,252.47	\$ 1,307.73
R640047	2		\$ 18,252.47	\$ 1,307.73
R640048	2		\$ 18,252.47	\$ 1,307.73
R640049	2		\$ 18,252.47	\$ 1,307.73
R640050	2		\$ 18,252.47	\$ 1,307.73
R640051	2		\$ 18,252.47	\$ 1,307.73
R640052	2		\$ 18,252.47	\$ 1,307.73
R640053	2		\$ 18,252.47	\$ 1,307.73
R640054	2		\$ 18,252.47	\$ 1,307.73
R640055	2		\$ 18,252.47	\$ 1,307.73
Total			\$ 9,088,000.00	\$ 651,125.93

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[c] Totals may not add or match the Service Plan or Improvement Area #1 Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 228,000.00	\$ 336,960.00	\$ 45,440.00	\$ 40,728.00	\$ 651,128.00
2028	\$ 236,000.00	\$ 329,835.00	\$ 44,300.00	\$ 40,012.56	\$ 650,147.56
2029	\$ 244,000.00	\$ 322,460.00	\$ 43,120.00	\$ 40,812.81	\$ 650,392.81
2030	\$ 252,000.00	\$ 314,835.00	\$ 41,900.00	\$ 41,629.07	\$ 650,364.07
2031	\$ 260,000.00	\$ 306,960.00	\$ 40,640.00	\$ 42,461.65	\$ 650,061.65
2032	\$ 268,000.00	\$ 298,835.00	\$ 39,340.00	\$ 43,310.88	\$ 649,485.88
2033	\$ 278,000.00	\$ 289,455.00	\$ 38,000.00	\$ 44,177.10	\$ 649,632.10
2034	\$ 289,000.00	\$ 279,725.00	\$ 36,610.00	\$ 45,060.64	\$ 650,395.64
2035	\$ 299,000.00	\$ 269,610.00	\$ 35,165.00	\$ 45,961.85	\$ 649,736.85
2036	\$ 310,000.00	\$ 259,145.00	\$ 33,670.00	\$ 46,881.09	\$ 649,696.09
2037	\$ 322,000.00	\$ 248,295.00	\$ 32,120.00	\$ 47,818.71	\$ 650,233.71
2038	\$ 334,000.00	\$ 237,025.00	\$ 30,510.00	\$ 48,775.09	\$ 650,310.09
2039	\$ 346,000.00	\$ 225,335.00	\$ 28,840.00	\$ 49,750.59	\$ 649,925.59
2040	\$ 359,000.00	\$ 213,225.00	\$ 27,110.00	\$ 50,745.60	\$ 650,080.60
2041	\$ 372,000.00	\$ 200,660.00	\$ 25,315.00	\$ 51,760.51	\$ 649,735.51
2042	\$ 386,000.00	\$ 187,640.00	\$ 23,455.00	\$ 52,795.72	\$ 649,890.72
2043	\$ 403,000.00	\$ 172,200.00	\$ 21,525.00	\$ 53,851.64	\$ 650,576.64
2044	\$ 420,000.00	\$ 156,080.00	\$ 19,510.00	\$ 54,928.67	\$ 650,518.67
2045	\$ 437,000.00	\$ 139,280.00	\$ 17,410.00	\$ 56,027.24	\$ 649,717.24
2046	\$ 456,000.00	\$ 121,800.00	\$ 15,225.00	\$ 57,147.79	\$ 650,172.79
2047	\$ 475,000.00	\$ 103,560.00	\$ 12,945.00	\$ 58,290.74	\$ 649,795.74
2048	\$ 496,000.00	\$ 84,560.00	\$ 10,570.00	\$ 59,456.56	\$ 650,586.56
2049	\$ 517,000.00	\$ 64,720.00	\$ 8,090.00	\$ 60,645.69	\$ 650,455.69
2050	\$ 539,000.00	\$ 44,040.00	\$ 5,505.00	\$ 61,858.60	\$ 650,403.60
2051	\$ 562,000.00	\$ 22,480.00	\$ 2,810.00	\$ 63,095.78	\$ 650,385.78
Total	\$ 9,088,000.00	\$ 5,228,720.00	\$ 679,125.00	\$ 1,257,984.60	\$ 16,253,829.60

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.

EXHIBIT H - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R620713	Non-Benefited Property		\$ -	\$ -
R659944	Non-Benefited Property		\$ -	\$ -
R659951	Non-Benefited Property		\$ -	\$ -
R659952	6		\$ 25,125.03	\$ 1,993.08
R659953	6		\$ 25,125.03	\$ 1,993.08
R659954	6		\$ 25,125.03	\$ 1,993.08
R659955	6		\$ 25,125.03	\$ 1,993.08
R659956	6		\$ 25,125.03	\$ 1,993.08
R659957	6		\$ 25,125.03	\$ 1,993.08
R659958	6		\$ 25,125.03	\$ 1,993.08
R659959	6		\$ 25,125.03	\$ 1,993.08
R659960	6		\$ 25,125.03	\$ 1,993.08
R659961	6		\$ 25,125.03	\$ 1,993.08
R659962	6		\$ 25,125.03	\$ 1,993.08
R659963	6		\$ 25,125.03	\$ 1,993.08
R659964	6		\$ 25,125.03	\$ 1,993.08
R659965	6		\$ 25,125.03	\$ 1,993.08
R659966	6		\$ 25,125.03	\$ 1,993.08
R659967	6		\$ 25,125.03	\$ 1,993.08
R659968	6		\$ 25,125.03	\$ 1,993.08
R659969	6		\$ 25,125.03	\$ 1,993.08
R659970	6		\$ 25,125.03	\$ 1,993.08
R659971	6		\$ 25,125.03	\$ 1,993.08
R659972	6		\$ 25,125.03	\$ 1,993.08
R659973	6		\$ 25,125.03	\$ 1,993.08
R659974	6		\$ 25,125.03	\$ 1,993.08
R659975	6		\$ 25,125.03	\$ 1,993.08
R659976	6		\$ 25,125.03	\$ 1,993.08
R659977	6		\$ 25,125.03	\$ 1,993.08
R659978	6		\$ 25,125.03	\$ 1,993.08
R659979	6		\$ 25,125.03	\$ 1,993.08
R659980	6		\$ 25,125.03	\$ 1,993.08
R659981	6		\$ 25,125.03	\$ 1,993.08
R659982	6		\$ 25,125.03	\$ 1,993.08
R659983	6		\$ 25,125.03	\$ 1,993.08
R659984	6		\$ 25,125.03	\$ 1,993.08
R659985	6		\$ 25,125.03	\$ 1,993.08
R659986	6		\$ 25,125.03	\$ 1,993.08
R659987	6		\$ 25,125.03	\$ 1,993.08
R659988	6		\$ 25,125.03	\$ 1,993.08
R659989	6		\$ 25,125.03	\$ 1,993.08

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R659990	6		\$ 25,125.03	\$ 1,993.08
R659991	6		\$ 25,125.03	\$ 1,993.08
R659992	6		\$ 25,125.03	\$ 1,993.08
R659993	6		\$ 25,125.03	\$ 1,993.08
R659994	6		\$ 25,125.03	\$ 1,993.08
R659995	6		\$ 25,125.03	\$ 1,993.08
R659996	6		\$ 25,125.03	\$ 1,993.08
R659997	6		\$ 25,125.03	\$ 1,993.08
R659998	6		\$ 25,125.03	\$ 1,993.08
R659999	6		\$ 25,125.03	\$ 1,993.08
R660000	6		\$ 25,125.03	\$ 1,993.08
R660001	6		\$ 25,125.03	\$ 1,993.08
R660002	4		\$ 22,815.53	\$ 1,809.87
R660003	4		\$ 22,815.53	\$ 1,809.87
R660004	4		\$ 22,815.53	\$ 1,809.87
R660005	4		\$ 22,815.53	\$ 1,809.87
R660006	4		\$ 22,815.53	\$ 1,809.87
R660007	4		\$ 22,815.53	\$ 1,809.87
R660008	4		\$ 22,815.53	\$ 1,809.87
R660009	4		\$ 22,815.53	\$ 1,809.87
R660010	4		\$ 22,815.53	\$ 1,809.87
R660011	4		\$ 22,815.53	\$ 1,809.87
R660012	4		\$ 22,815.53	\$ 1,809.87
R660013	4		\$ 22,815.53	\$ 1,809.87
R660014	4		\$ 22,815.53	\$ 1,809.87
R660015	4		\$ 22,815.53	\$ 1,809.87
R660016	4		\$ 22,815.53	\$ 1,809.87
R660017	4		\$ 22,815.53	\$ 1,809.87
R660018	4		\$ 22,815.53	\$ 1,809.87
R660019	4		\$ 22,815.53	\$ 1,809.87
R660020	4		\$ 22,815.53	\$ 1,809.87
R660021	4		\$ 22,815.53	\$ 1,809.87
R660022	4		\$ 22,815.53	\$ 1,809.87
R660023	4		\$ 22,815.53	\$ 1,809.87
R660024	4		\$ 22,815.53	\$ 1,809.87
R660025	4		\$ 22,815.53	\$ 1,809.87
R660026	4		\$ 22,815.53	\$ 1,809.87
R660027	4		\$ 22,815.53	\$ 1,809.87
R660028	4		\$ 22,815.53	\$ 1,809.87
R660029	4		\$ 22,815.53	\$ 1,809.87

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R660030	4		\$ 22,815.53	\$ 1,809.87
R660031	4		\$ 22,815.53	\$ 1,809.87
R660032	4		\$ 22,815.53	\$ 1,809.87
R660033	4		\$ 22,815.53	\$ 1,809.87
R660034	4		\$ 22,815.53	\$ 1,809.87
R660035	4		\$ 22,815.53	\$ 1,809.87
R660036	4		\$ 22,815.53	\$ 1,809.87
R660037	4		\$ 22,815.53	\$ 1,809.87
R660038	4		\$ 22,815.53	\$ 1,809.87
R660039	4		\$ 22,815.53	\$ 1,809.87
R660040	4		\$ 22,815.53	\$ 1,809.87
R660041	4		\$ 22,815.53	\$ 1,809.87
R660042	4		\$ 22,815.53	\$ 1,809.87
R660043	4		\$ 22,815.53	\$ 1,809.87
R660044	4		\$ 22,815.53	\$ 1,809.87
R660045	4		\$ 22,815.53	\$ 1,809.87
R660046	4		\$ 22,815.53	\$ 1,809.87
R660047	4		\$ 22,815.53	\$ 1,809.87
R660048	4		\$ 22,815.53	\$ 1,809.87
R660049	4		\$ 22,815.53	\$ 1,809.87
R660050	4		\$ 22,815.53	\$ 1,809.87
R660051	4		\$ 22,815.53	\$ 1,809.87
R660052	4		\$ 22,815.53	\$ 1,809.87
R660053	4		\$ 22,815.53	\$ 1,809.87
R660054	4		\$ 22,815.53	\$ 1,809.87
R660055	4		\$ 22,815.53	\$ 1,809.87
R660056	4		\$ 22,815.53	\$ 1,809.87
R660057	4		\$ 22,815.53	\$ 1,809.87
R660058	4		\$ 22,815.53	\$ 1,809.87
R660059	4		\$ 22,815.53	\$ 1,809.87
R660060	4		\$ 22,815.53	\$ 1,809.87
R660061	4		\$ 22,815.53	\$ 1,809.87
R660062	4		\$ 22,815.53	\$ 1,809.87
R660063	4		\$ 22,815.53	\$ 1,809.87
R660064	4		\$ 22,815.53	\$ 1,809.87
R660065	4		\$ 22,815.53	\$ 1,809.87
R660066	4		\$ 22,815.53	\$ 1,809.87
R660067	4		\$ 22,815.53	\$ 1,809.87
R660068	4		\$ 22,815.53	\$ 1,809.87
R660069	4		\$ 22,815.53	\$ 1,809.87

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R660070	4		\$ 22,815.53	\$ 1,809.87
R660071	4		\$ 22,815.53	\$ 1,809.87
R660072	4		\$ 22,815.53	\$ 1,809.87
R660073	4		\$ 22,815.53	\$ 1,809.87
R660074	4		\$ 22,815.53	\$ 1,809.87
R660075	4		\$ 22,815.53	\$ 1,809.87
R660076	4		\$ 22,815.53	\$ 1,809.87
R660077	4		\$ 22,815.53	\$ 1,809.87
R660078	4		\$ 22,815.53	\$ 1,809.87
R660079	4		\$ 22,815.53	\$ 1,809.87
R660080	Non-Benefited Property		\$ -	\$ -
R660081	Non-Benefited Property		\$ -	\$ -
R660082	6		\$ 25,125.03	\$ 1,993.08
R660083	6		\$ 25,125.03	\$ 1,993.08
R660084	6		\$ 25,125.03	\$ 1,993.08
R660085	6		\$ 25,125.03	\$ 1,993.08
R660086	6		\$ 25,125.03	\$ 1,993.08
R660087	6		\$ 25,125.03	\$ 1,993.08
R660088	6		\$ 25,125.03	\$ 1,993.08
R660089	6		\$ 25,125.03	\$ 1,993.08
R660090	6		\$ 25,125.03	\$ 1,993.08
R660091	6		\$ 25,125.03	\$ 1,993.08
R660092	6		\$ 25,125.03	\$ 1,993.08
R660093	6		\$ 25,125.03	\$ 1,993.08
R660094	6		\$ 25,125.03	\$ 1,993.08
R660095	6		\$ 25,125.03	\$ 1,993.08
R668324	5		\$ 23,281.73	\$ 1,846.86
R668325	5		\$ 23,281.73	\$ 1,846.86
R668326	5		\$ 23,281.73	\$ 1,846.86
R668327	5		\$ 23,281.73	\$ 1,846.86
R668328	5		\$ 23,281.73	\$ 1,846.86
R668329	5		\$ 23,281.73	\$ 1,846.86
R668330	5		\$ 23,281.73	\$ 1,846.86
R668331	5		\$ 23,281.73	\$ 1,846.86
R668332	5		\$ 23,281.73	\$ 1,846.86
R668333	5		\$ 23,281.73	\$ 1,846.86
R668334	5		\$ 23,281.73	\$ 1,846.86
R668335	5		\$ 23,281.73	\$ 1,846.86
R668336	5		\$ 23,281.73	\$ 1,846.86
R668337	5		\$ 23,281.73	\$ 1,846.86

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R668338	5		\$ 23,281.73	\$ 1,846.86
R668339	5		\$ 23,281.73	\$ 1,846.86
R668340	5		\$ 23,281.73	\$ 1,846.86
R668341	5		\$ 23,281.73	\$ 1,846.86
R668342	5		\$ 23,281.73	\$ 1,846.86
R668343	5		\$ 23,281.73	\$ 1,846.86
R668344	5		\$ 23,281.73	\$ 1,846.86
R668345	5		\$ 23,281.73	\$ 1,846.86
R668346	5		\$ 23,281.73	\$ 1,846.86
R668347	5		\$ 23,281.73	\$ 1,846.86
R668348	Non-Benefited Property		\$ -	\$ -
R668349	5		\$ 23,281.73	\$ 1,846.86
R668350	5		\$ 23,281.73	\$ 1,846.86
R668351	5		\$ 23,281.73	\$ 1,846.86
R668352	5		\$ 23,281.73	\$ 1,846.86
R668353	5		\$ 23,281.73	\$ 1,846.86
R668354	5		\$ 23,281.73	\$ 1,846.86
R668355	5		\$ 23,281.73	\$ 1,846.86
R668356	5		\$ 23,281.73	\$ 1,846.86
R668357	5		\$ 23,281.73	\$ 1,846.86
R668358	5		\$ 23,281.73	\$ 1,846.86
R668359	5		\$ 23,281.73	\$ 1,846.86
R668360	5		\$ 23,281.73	\$ 1,846.86
R668361	5		\$ 23,281.73	\$ 1,846.86
R668362	5		\$ 23,281.73	\$ 1,846.86
R668363	5		\$ 23,281.73	\$ 1,846.86
R668364	5		\$ 23,281.73	\$ 1,846.86
R668365	5		\$ 23,281.73	\$ 1,846.86
R668366	5		\$ 23,281.73	\$ 1,846.86
R668367	5		\$ 23,281.73	\$ 1,846.86
R668368	5		\$ 23,281.73	\$ 1,846.86
R668369	5		\$ 23,281.73	\$ 1,846.86
R668370	5		\$ 23,281.73	\$ 1,846.86
R668371	5		\$ 23,281.73	\$ 1,846.86
R668372	5		\$ 23,281.73	\$ 1,846.86
R668373	5		\$ 23,281.73	\$ 1,846.86
R668374	5		\$ 23,281.73	\$ 1,846.86
R668375	5		\$ 23,281.73	\$ 1,846.86
R668376	5		\$ 23,281.73	\$ 1,846.86
R668377	5		\$ 23,281.73	\$ 1,846.86

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R668378	5		\$ 23,281.73	\$ 1,846.86
R668379	5		\$ 23,281.73	\$ 1,846.86
R668380	5		\$ 23,281.73	\$ 1,846.86
R668381	5		\$ 23,281.73	\$ 1,846.86
R668382	5		\$ 23,281.73	\$ 1,846.86
R668383	5		\$ 23,281.73	\$ 1,846.86
R668384	5		\$ 23,281.73	\$ 1,846.86
R668385	5		\$ 23,281.73	\$ 1,846.86
R668386	5		\$ 23,281.73	\$ 1,846.86
R668387	5		\$ 23,281.73	\$ 1,846.86
R668388	5		\$ 23,281.73	\$ 1,846.86
R668389	5		\$ 23,281.73	\$ 1,846.86
R668390	5		\$ 23,281.73	\$ 1,846.86
R668391	5		\$ 23,281.73	\$ 1,846.86
R668392	5		\$ 23,281.73	\$ 1,846.86
R668393	5		\$ 23,281.73	\$ 1,846.86
R668394	5		\$ 23,281.73	\$ 1,846.86
R668395	5		\$ 23,281.73	\$ 1,846.86
R668396	5		\$ 23,281.73	\$ 1,846.86
R668397	5		\$ 23,281.73	\$ 1,846.86
R668398	5		\$ 23,281.73	\$ 1,846.86
R668399	7		\$ 27,317.61	\$ 2,167.01
R668400	7		\$ 27,317.61	\$ 2,167.01
R668401	7		\$ 27,317.61	\$ 2,167.01
R668402	7		\$ 27,317.61	\$ 2,167.01
R668403	7		\$ 27,317.61	\$ 2,167.01
R668404	7		\$ 27,317.61	\$ 2,167.01
R668405	7		\$ 27,317.61	\$ 2,167.01
R668406	7		\$ 27,317.61	\$ 2,167.01
R668407	7		\$ 27,317.61	\$ 2,167.01
R668408	7		\$ 27,317.61	\$ 2,167.01
R668409	7		\$ 27,317.61	\$ 2,167.01
R668410	7		\$ 27,317.61	\$ 2,167.01
R668411	7		\$ 27,317.61	\$ 2,167.01
R668412	7		\$ 27,317.61	\$ 2,167.01
R668413	7		\$ 27,317.61	\$ 2,167.01
R668414	7		\$ 27,317.61	\$ 2,167.01
R668415	7		\$ 27,317.61	\$ 2,167.01
R668416	7		\$ 27,317.61	\$ 2,167.01
R668417	7		\$ 27,317.61	\$ 2,167.01

Property ID [a]	Lot Type	Notes	Improvement Area #2	
			Outstanding Assessment [b]	Installment Due 1/31/2027 [c]
R668418	7		\$ 27,317.61	\$ 2,167.01
R668419	7		\$ 27,317.61	\$ 2,167.01
R668420	Non-Benefited Property		\$ -	\$ -
R668421	7		\$ 27,317.61	\$ 2,167.01
R668422	7		\$ 27,317.61	\$ 2,167.01
R668423	7		\$ 27,317.61	\$ 2,167.01
R668424	7		\$ 27,317.61	\$ 2,167.01
R668425	7		\$ 27,317.61	\$ 2,167.01
R668426	7		\$ 27,317.61	\$ 2,167.01
R668427	7		\$ 27,317.61	\$ 2,167.01
R668428	7		\$ 27,317.61	\$ 2,167.01
R668429	7		\$ 27,317.61	\$ 2,167.01
R668430	7		\$ 27,317.61	\$ 2,167.01
R668431	7		\$ 27,317.61	\$ 2,167.01
R668432	Non-Benefited Property		\$ -	\$ -
R668433	7		\$ 27,317.61	\$ 2,167.01
R668434	7		\$ 27,317.61	\$ 2,167.01
R668435	7		\$ 27,317.61	\$ 2,167.01
R668436	7		\$ 27,317.61	\$ 2,167.01
R668437	7		\$ 27,317.61	\$ 2,167.01
R668438	7		\$ 27,317.61	\$ 2,167.01
R668439	7		\$ 27,317.61	\$ 2,167.01
R668440	7		\$ 27,317.61	\$ 2,167.01
R668441	7		\$ 27,317.61	\$ 2,167.01
R668442	7		\$ 27,317.61	\$ 2,167.01
R668443	7		\$ 27,317.61	\$ 2,167.01
R668444	7		\$ 27,317.61	\$ 2,167.01
R668445	5		\$ 23,281.73	\$ 1,846.86
R668446	5		\$ 23,281.73	\$ 1,846.86
Total			\$ 6,359,000.00	\$ 504,436.78

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[c] Totals may not add or match the Service Plan or Improvement Area #2 Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

EXHIBIT I - IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 103,000.00	\$ 327,341.26	\$ 31,795.00	\$ 42,300.42	\$ 504,436.68
2028	\$ 107,000.00	\$ 323,092.50	\$ 31,280.00	\$ 41,616.43	\$ 502,988.93
2029	\$ 111,000.00	\$ 318,678.76	\$ 30,745.00	\$ 42,448.76	\$ 502,872.52
2030	\$ 116,000.00	\$ 314,100.00	\$ 30,190.00	\$ 43,297.73	\$ 503,587.73
2031	\$ 121,000.00	\$ 309,315.00	\$ 29,610.00	\$ 44,163.69	\$ 504,088.69
2032	\$ 126,000.00	\$ 304,323.76	\$ 29,005.00	\$ 45,046.96	\$ 504,375.72
2033	\$ 131,000.00	\$ 299,126.26	\$ 28,375.00	\$ 45,947.90	\$ 504,449.16
2034	\$ 138,000.00	\$ 292,412.50	\$ 27,720.00	\$ 46,866.86	\$ 504,999.36
2035	\$ 145,000.00	\$ 285,340.00	\$ 27,030.00	\$ 47,804.19	\$ 505,174.19
2036	\$ 153,000.00	\$ 277,908.76	\$ 26,305.00	\$ 48,760.28	\$ 505,974.04
2037	\$ 161,000.00	\$ 270,067.50	\$ 25,540.00	\$ 49,735.48	\$ 506,342.98
2038	\$ 169,000.00	\$ 261,816.26	\$ 24,735.00	\$ 50,730.19	\$ 506,281.45
2039	\$ 178,000.00	\$ 253,155.00	\$ 23,890.00	\$ 51,744.80	\$ 506,789.80
2040	\$ 188,000.00	\$ 244,032.50	\$ 23,000.00	\$ 52,779.69	\$ 507,812.19
2041	\$ 198,000.00	\$ 234,397.50	\$ 22,060.00	\$ 53,835.29	\$ 508,292.79
2042	\$ 208,000.00	\$ 224,250.00	\$ 21,070.00	\$ 54,911.99	\$ 508,231.99
2043	\$ 219,000.00	\$ 213,590.00	\$ 20,030.00	\$ 56,010.23	\$ 508,630.23
2044	\$ 231,000.00	\$ 202,366.26	\$ 18,935.00	\$ 57,130.44	\$ 509,431.70
2045	\$ 243,000.00	\$ 190,527.50	\$ 17,780.00	\$ 58,273.05	\$ 509,580.55
2046	\$ 256,000.00	\$ 178,073.76	\$ 16,565.00	\$ 59,438.51	\$ 510,077.27
2047	\$ 270,000.00	\$ 164,313.76	\$ 15,285.00	\$ 60,627.28	\$ 510,226.04
2048	\$ 285,000.00	\$ 149,801.26	\$ 13,935.00	\$ 61,839.82	\$ 510,576.08
2049	\$ 302,000.00	\$ 134,482.50	\$ 12,510.00	\$ 63,076.62	\$ 512,069.12
2050	\$ 318,000.00	\$ 118,250.00	\$ 11,000.00	\$ 64,338.15	\$ 511,588.15
2051	\$ 336,000.00	\$ 101,157.50	\$ 9,410.00	\$ 65,624.92	\$ 512,192.42
2052	\$ 355,000.00	\$ 83,097.50	\$ 7,730.00	\$ 66,937.41	\$ 512,764.91
2053	\$ 375,000.00	\$ 64,016.26	\$ 5,955.00	\$ 68,276.16	\$ 513,247.42
2054	\$ 397,000.00	\$ 43,860.00	\$ 4,080.00	\$ 69,641.69	\$ 514,581.69
2055	\$ 419,000.00	\$ 22,521.26	\$ 2,095.00	\$ 71,034.52	\$ 514,650.78
Total	\$ 6,359,000.00	\$ 6,205,415.12	\$ 587,660.00	\$ 1,584,239.46	\$ 14,736,314.58

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.

EXHIBIT J-1 - IMPROVEMENT AREA #3 ASSESSMENT ROLL FOR BILLING

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
R020594	Improvement Area #3 Initial Parcel	\$ 1,961,788.04	\$ 174,418.26
R020576	Improvement Area #3 Initial Parcel	\$ 1,365,211.96	\$ 121,377.99
Total		\$ 3,327,000.00	\$ 295,796.25

Footnotes:

[a] Property IDs preliminary and subject to change prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT J-2 - IMPROVEMENT AREA #3 ASSESSMENT ROLL BY LOT AND BLOCK

Property ID ^[a]	Block & Lot	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
TBD	Block JJ Lot 3	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 4	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 5	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 6	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 7	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 8	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 9	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 10	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 11	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 12	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 13	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 14	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 15	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 16	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 17	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 18	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 19	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 20	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 21	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 22	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 23	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 24	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 25	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 26	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 27	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 28	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 29	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 30	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 31	8	\$ 18,375.70	\$ 1,633.74
TBD	Block JJ Lot 32	Non-Benefited	\$ -	\$ -
TBD	Block JJ Lot 33	Non-Benefited	\$ -	\$ -
TBD	Block II Lot 1	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 2	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 3	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 4	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 5	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 6	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 7	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 8	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 9	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 10	8	\$ 18,375.70	\$ 1,633.74

Property ID ^[a]	Block & Lot	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
TBD	Block II Lot 11	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 12	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 13	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 14	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 15	8	\$ 18,375.70	\$ 1,633.74
TBD	Block II Lot 16	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 1	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 2	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 3	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 4	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 5	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 6	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 7	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 8	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 9	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 10	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 11	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 12	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 13	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 14	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 15	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 16	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 17	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 18	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 19	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 20	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 21	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 22	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 23	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 24	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 25	8	\$ 18,375.70	\$ 1,633.74
TBD	Block KK Lot 26	Non-Benefited	\$ -	\$ -
TBD	Block HH Lot 1	Non-Benefited	\$ -	\$ -
TBD	Block HH Lot 2	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 3	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 18	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 19	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 20	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 21	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 22	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 23	8	\$ 18,375.70	\$ 1,633.74

Property ID ^[a]	Block & Lot	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
TBD	Block HH Lot 24	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 25	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 26	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 27	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 28	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 29	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 30	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 31	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 32	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 33	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 34	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 35	8	\$ 18,375.70	\$ 1,633.74
TBD	Block HH Lot 36	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 40	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 41	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 42	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 43	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 44	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 45	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 46	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 47	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 48	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 49	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 50	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 51	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 52	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 53	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 54	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 55	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 56	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 57	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 58	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 59	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 60	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 61	8	\$ 18,375.70	\$ 1,633.74
TBD	Block PP Lot 62	Non-Benefited	\$ -	\$ -
TBD	Block PP Lot 63	Non-Benefited	\$ -	\$ -
TBD	Block PP Lot 12	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 13	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 14	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 15	9	\$ 21,561.13	\$ 1,916.95

Property ID ^[a]	Block & Lot	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
TBD	Block PP Lot 16	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 17	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 18	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 19	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 20	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 21	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 22	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 23	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 24	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 25	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 26	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 27	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 28	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 29	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 30	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 31	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 32	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 33	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 34	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 35	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 36	9	\$ 21,561.13	\$ 1,916.95
TBD	Block PP Lot 37	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 1	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 2	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 3	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 4	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 5	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 6	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 7	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 8	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 9	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 10	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 11	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 12	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 13	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 14	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 15	9	\$ 21,561.13	\$ 1,916.95
TBD	Block NN Lot 16	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 1	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 2	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 3	9	\$ 21,561.13	\$ 1,916.95

Property ID ^[a]	Block & Lot	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
TBD	Block OO Lot 4	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 5	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 6	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 7	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 8	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 9	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 10	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 11	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 12	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 13	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 14	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 15	9	\$ 21,561.13	\$ 1,916.95
TBD	Block OO Lot 16	9	\$ 21,561.13	\$ 1,916.95
Total			\$ 3,327,000.00	\$ 295,795.72

Footnotes:

[a] Property IDs preliminary and subject to change prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT K - IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 80,899.00	\$ (80,899.00)	\$ -	\$ -	\$ -
2027	\$ 48,000.00	\$ 195,461.25	\$ -	\$ 16,635.00	\$ 35,700.00	\$ 295,796.25
2028	\$ 50,000.00	\$ 192,641.25	\$ -	\$ 16,395.00	\$ 36,414.00	\$ 295,450.25
2029	\$ 53,000.00	\$ 189,703.75	\$ -	\$ 16,145.00	\$ 37,142.28	\$ 295,991.03
2030	\$ 55,000.00	\$ 186,590.00	\$ -	\$ 15,880.00	\$ 37,885.13	\$ 295,355.13
2031	\$ 58,000.00	\$ 183,358.75	\$ -	\$ 15,605.00	\$ 38,642.83	\$ 295,606.58
2032	\$ 61,000.00	\$ 179,951.25	\$ -	\$ 15,315.00	\$ 39,415.68	\$ 295,681.93
2033	\$ 64,000.00	\$ 176,367.50	\$ -	\$ 15,010.00	\$ 40,204.00	\$ 295,581.50
2034	\$ 67,000.00	\$ 172,607.50	\$ -	\$ 14,690.00	\$ 41,008.08	\$ 295,305.58
2035	\$ 71,000.00	\$ 168,671.25	\$ -	\$ 14,355.00	\$ 41,828.24	\$ 295,854.49
2036	\$ 75,000.00	\$ 164,500.00	\$ -	\$ 14,000.00	\$ 42,664.80	\$ 296,164.80
2037	\$ 78,000.00	\$ 160,093.75	\$ -	\$ 13,625.00	\$ 43,518.10	\$ 295,236.85
2038	\$ 83,000.00	\$ 155,511.25	\$ -	\$ 13,235.00	\$ 44,388.46	\$ 296,134.71
2039	\$ 87,000.00	\$ 150,635.00	\$ -	\$ 12,820.00	\$ 45,276.23	\$ 295,731.23
2040	\$ 92,000.00	\$ 145,523.75	\$ -	\$ 12,385.00	\$ 46,181.76	\$ 296,090.51
2041	\$ 97,000.00	\$ 140,118.75	\$ -	\$ 11,925.00	\$ 47,105.39	\$ 296,149.14
2042	\$ 102,000.00	\$ 134,420.00	\$ -	\$ 11,440.00	\$ 48,047.50	\$ 295,907.50
2043	\$ 107,000.00	\$ 128,427.50	\$ -	\$ 10,930.00	\$ 49,008.45	\$ 295,365.95
2044	\$ 113,000.00	\$ 122,141.25	\$ -	\$ 10,395.00	\$ 49,988.62	\$ 295,524.87
2045	\$ 119,000.00	\$ 115,502.50	\$ -	\$ 9,830.00	\$ 50,988.39	\$ 295,320.89
2046	\$ 126,000.00	\$ 108,511.25	\$ -	\$ 9,235.00	\$ 52,008.16	\$ 295,754.41
2047	\$ 133,000.00	\$ 101,108.75	\$ -	\$ 8,605.00	\$ 53,048.32	\$ 295,762.07
2048	\$ 140,000.00	\$ 93,295.00	\$ -	\$ 7,940.00	\$ 54,109.29	\$ 295,344.29
2049	\$ 148,000.00	\$ 85,070.00	\$ -	\$ 7,240.00	\$ 55,191.47	\$ 295,501.47
2050	\$ 156,000.00	\$ 76,375.00	\$ -	\$ 6,500.00	\$ 56,295.30	\$ 295,170.30
2051	\$ 165,000.00	\$ 67,210.00	\$ -	\$ 5,720.00	\$ 57,421.21	\$ 295,351.21
2052	\$ 175,000.00	\$ 57,516.25	\$ -	\$ 4,895.00	\$ 58,569.63	\$ 295,980.88
2053	\$ 185,000.00	\$ 47,235.00	\$ -	\$ 4,020.00	\$ 59,741.03	\$ 295,996.03
2054	\$ 195,000.00	\$ 36,366.25	\$ -	\$ 3,095.00	\$ 60,935.85	\$ 295,397.10
2055	\$ 206,000.00	\$ 24,910.00	\$ -	\$ 2,120.00	\$ 62,154.56	\$ 295,184.56
2056	\$ 218,000.00	\$ 12,807.50	\$ -	\$ 1,090.00	\$ 63,397.66	\$ 295,295.16
Total	\$ 3,327,000.00	\$ 3,853,530.25	\$ (80,899.00)	\$ 321,075.00	\$ 1,448,280.43	\$ 8,868,986.68

Notes:

[a] Interest is calculated at a rate of 5.875% for illustrative purposes.

[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.

EXHIBIT L – MAXIMUM ASSESSMENT

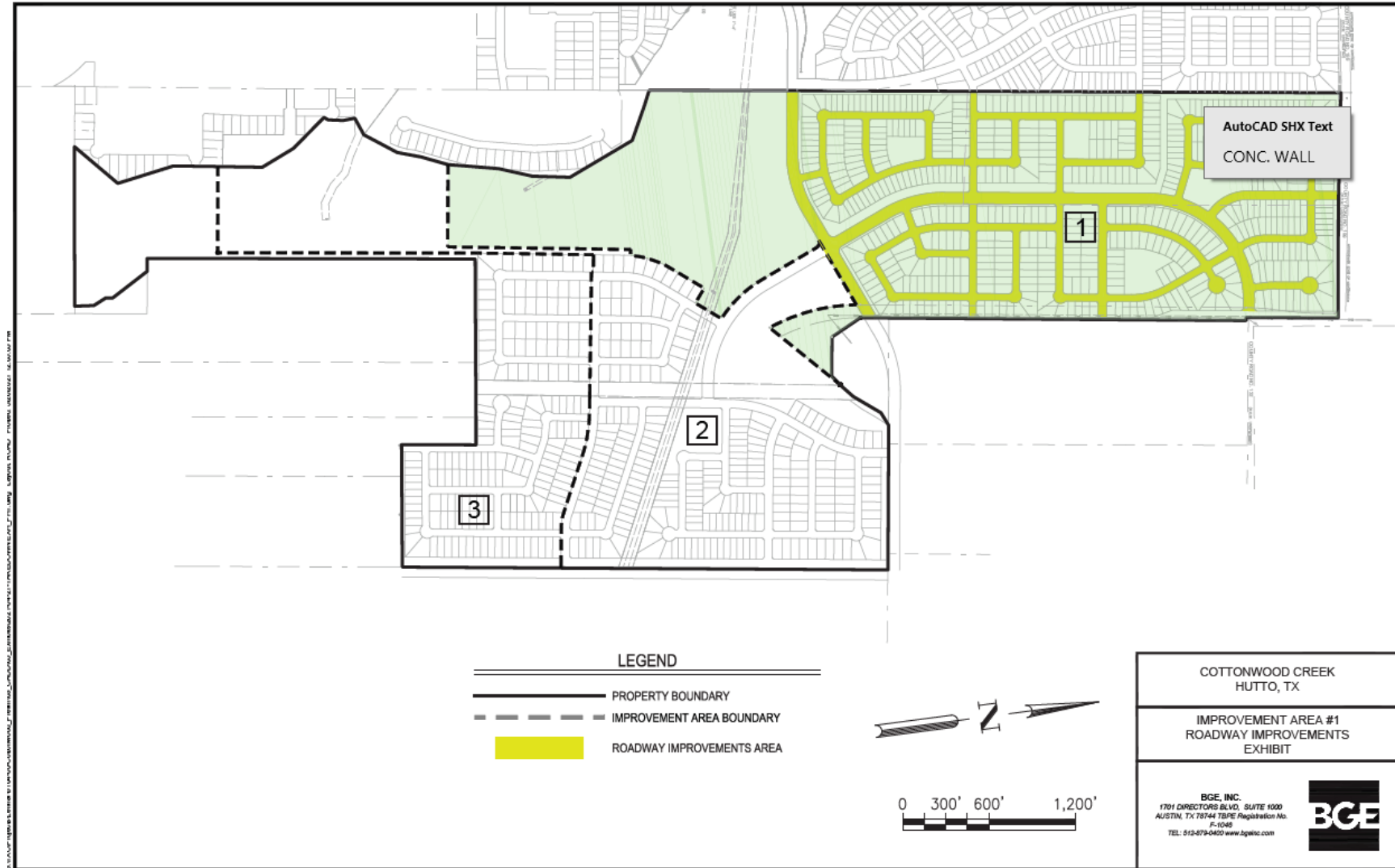
Lot Type	Units ^[a]	Estimated Buildout Value ^[a]		Assessment ^[b]		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type Duplex	4	\$ 500,000	\$ 2,000,000	\$ 25,421.26	\$ 101,685	\$ 1,818.63	\$ 7,275	\$ 0.3637
Lot Type 1	233	281,000	65,473,000	14,286.75	3,328,813	1,022.07	238,142	0.3637
Lot Type 2	305	359,000	109,495,000	18,252.47	5,567,002	1,305.78	398,262	0.3637
Lot Type 3	4	445,000	1,780,000	22,624.92	90,500	1,618.58	6,474	0.3637
IA#1 Subtotal	546	\$ 178,748,000		\$ 9,088,000		\$ 650,153		\$ 0.3637
Improvement Area #2								
Lot Type 4	78	\$ 388,729	\$ 30,320,862	\$ 22,815.53	\$ 1,779,612	\$ 1,823.19	\$ 142,209	\$ 0.4690
Lot Type 5	76	396,672	30,147,072	23,281.73	1,769,411	1,860.45	141,394	0.4690
Lot Type 6	64	428,078	27,396,992	25,125.03	1,608,002	2,007.75	128,496	0.4690
Lot Type 7	44	465,435	20,479,140	27,317.61	1,201,975	2,182.96	96,050	0.4690
IA# 2 Subtotal	262	\$ 108,344,066		\$ 6,359,000		\$ 508,149		\$ 0.4690
Improvement Area #3								
Lot Type 8	113	\$ 412,698	\$ 46,634,823	\$ 18,375.70	\$ 2,076,455	\$ 1,632.84	\$ 184,511	\$ 0.3957
Lot Type 9	58	484,239	28,085,837	21,561.13	1,250,545	1,915.89	111,122	0.3957
IA#3 Subtotal	171	\$ 74,720,660		\$ 3,327,000		\$ 295,633		\$ 0.3957
Total	979	\$ 361,812,726		\$ 18,774,000		\$ 1,453,935		

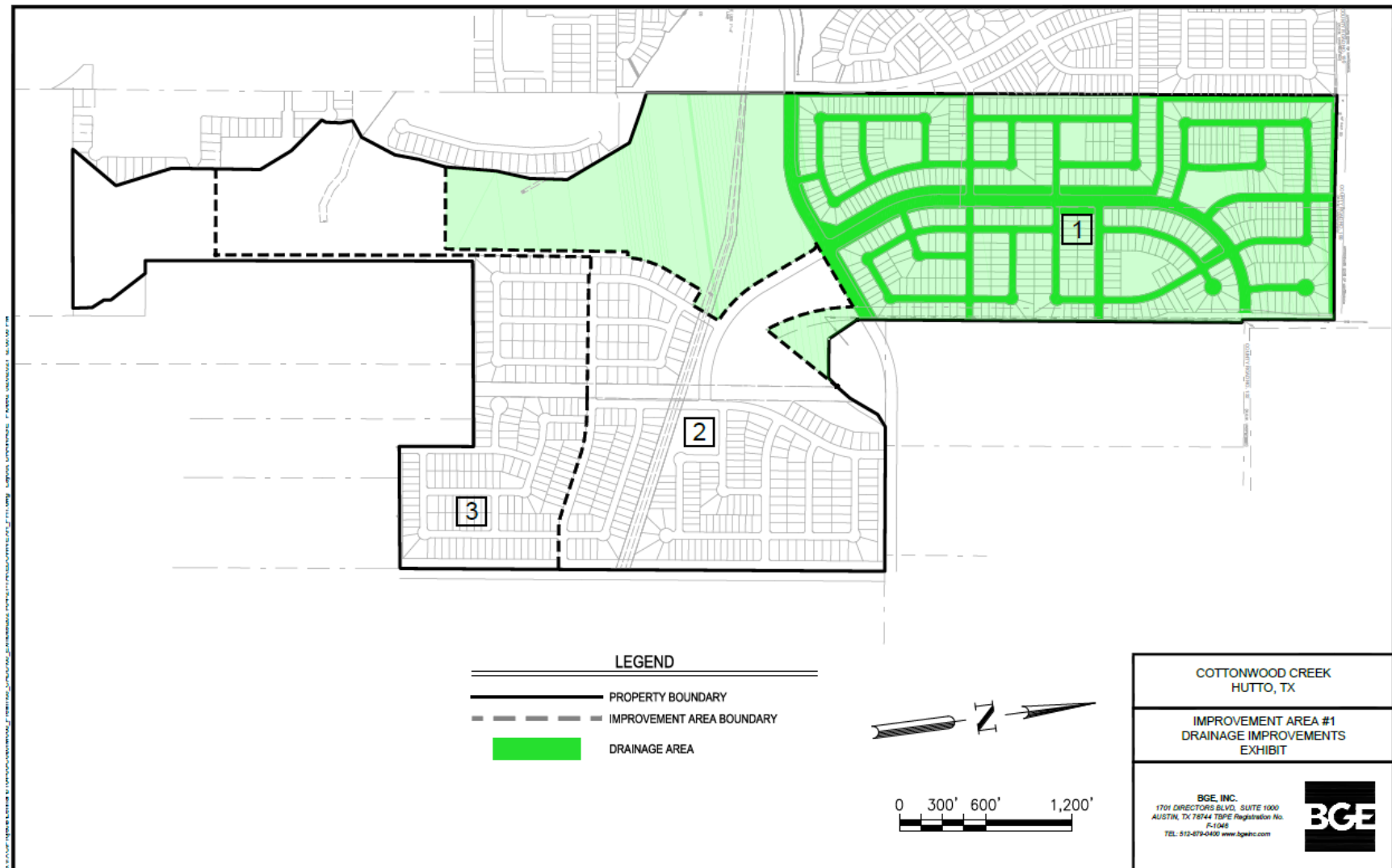
Footnotes:

[a] As provided by the Developer.

[b] Outstanding Assessment prior to Annual Installment due 1/31/2027.

EXHIBIT M – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS





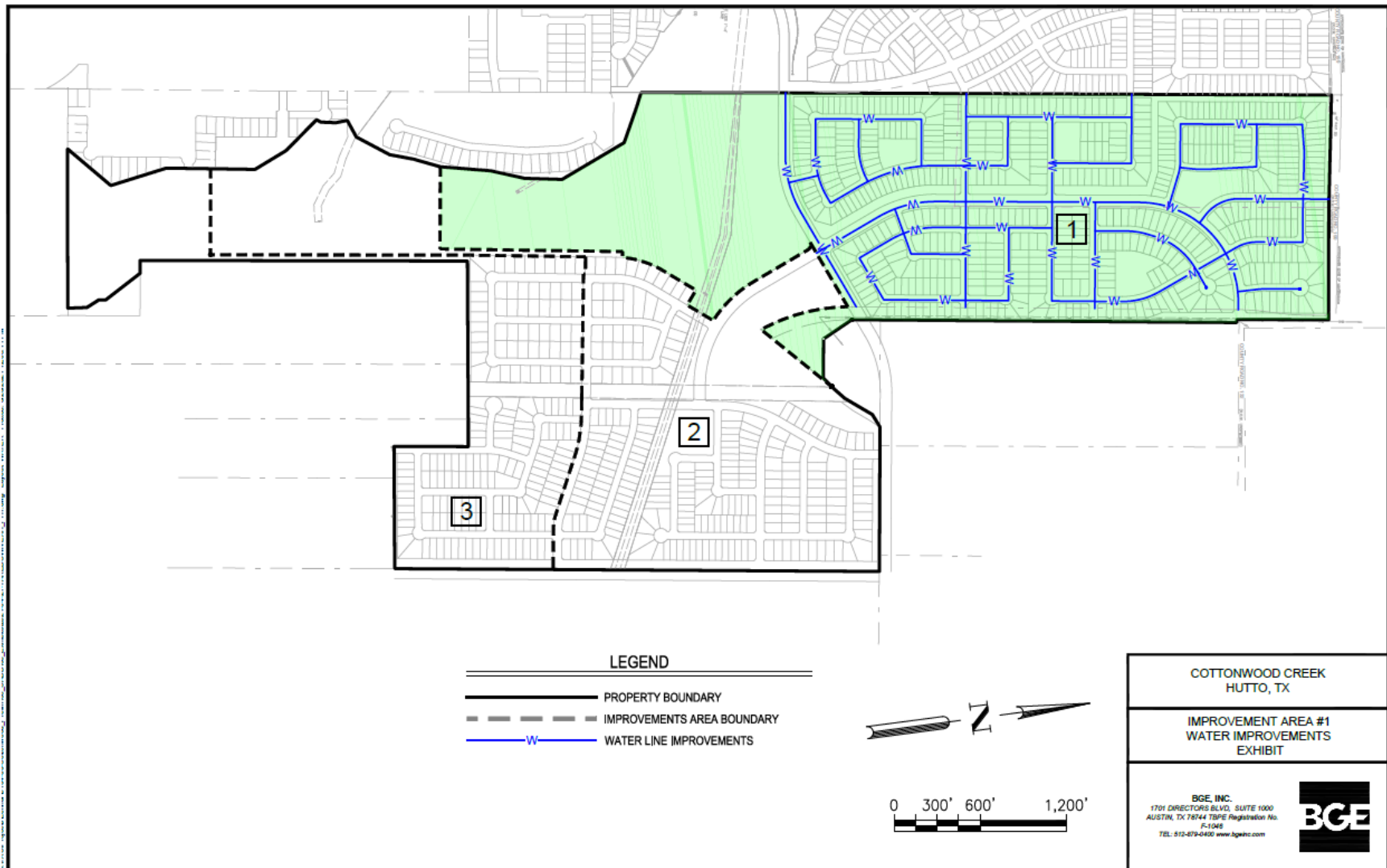
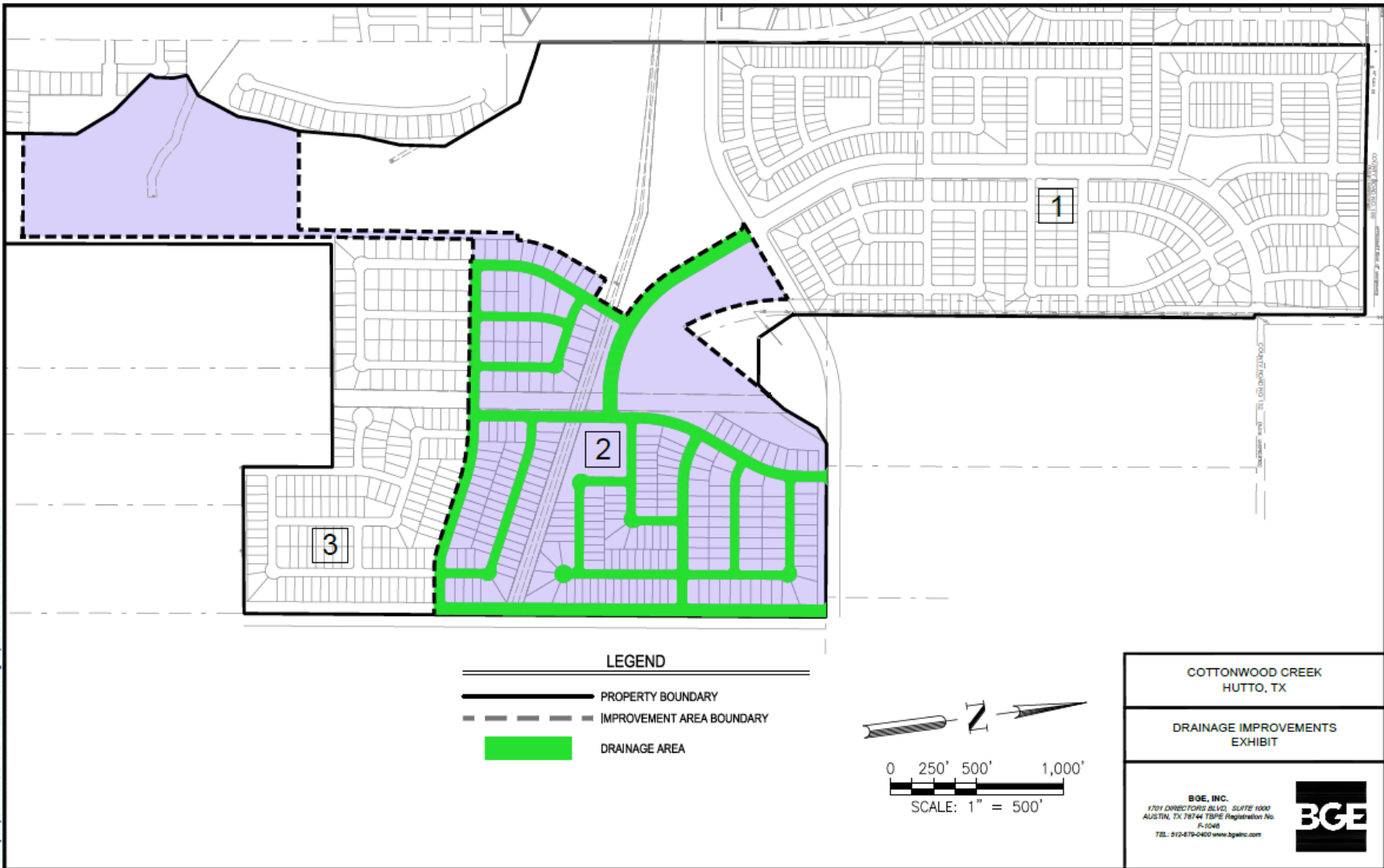
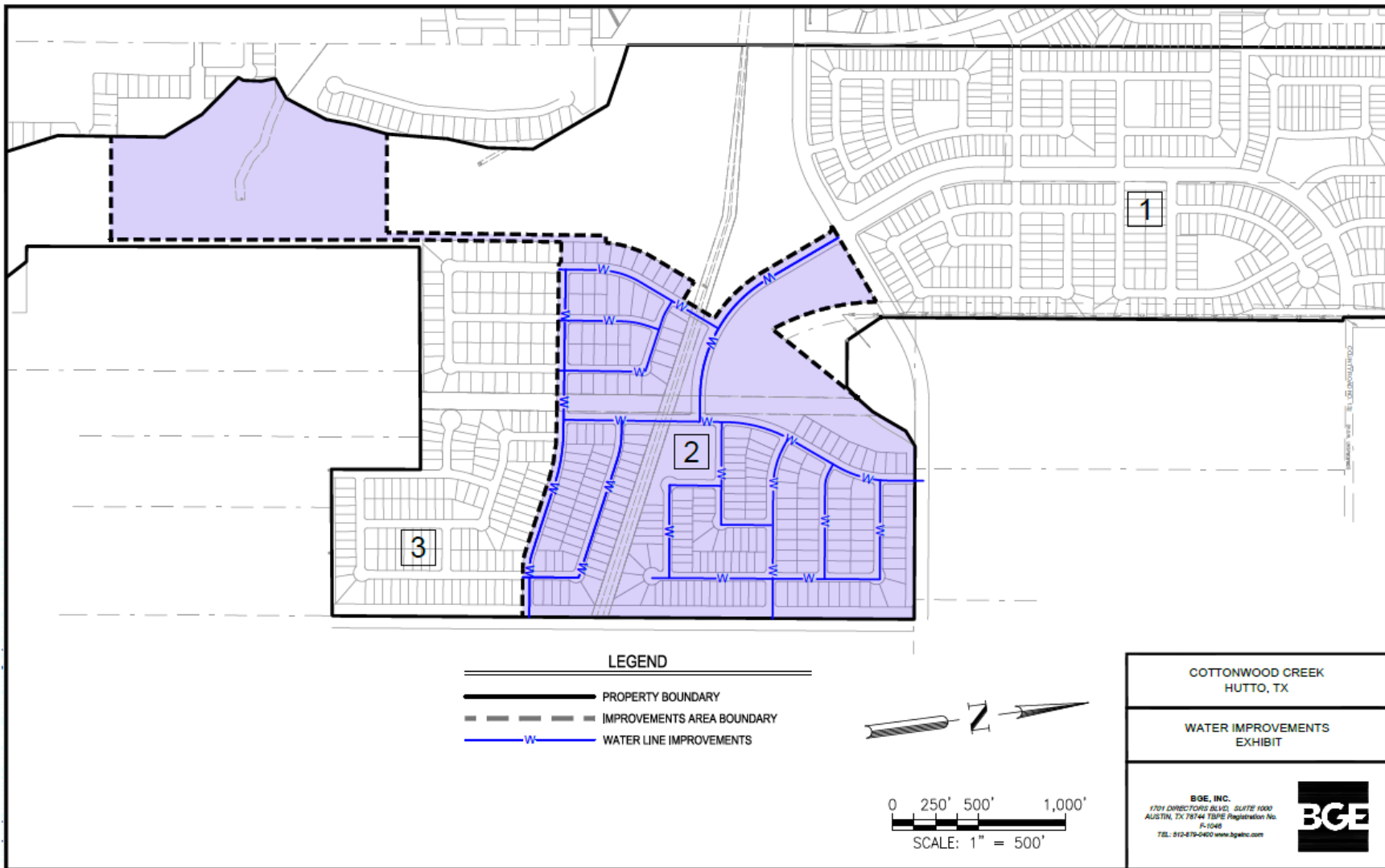


EXHIBIT N – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS





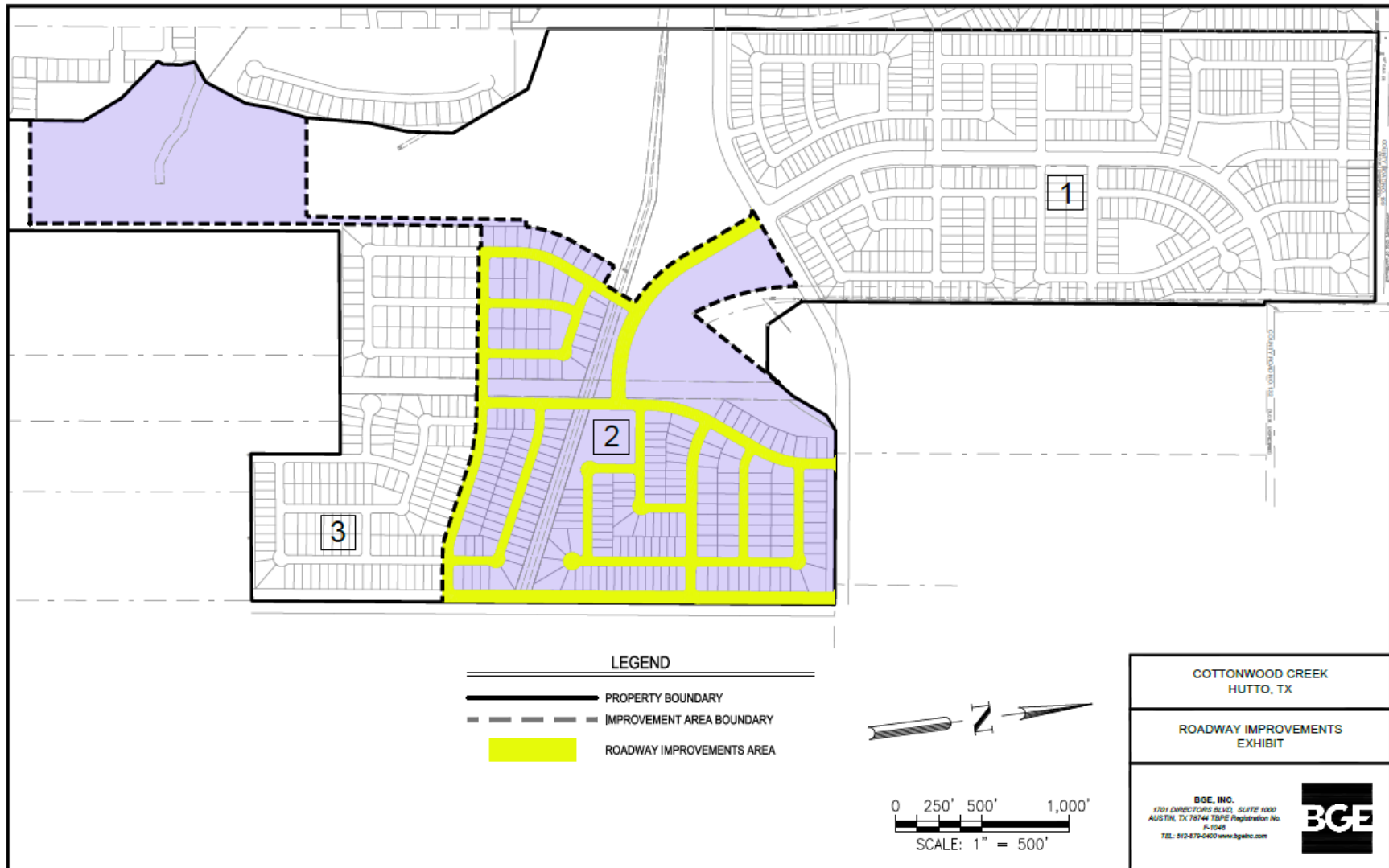
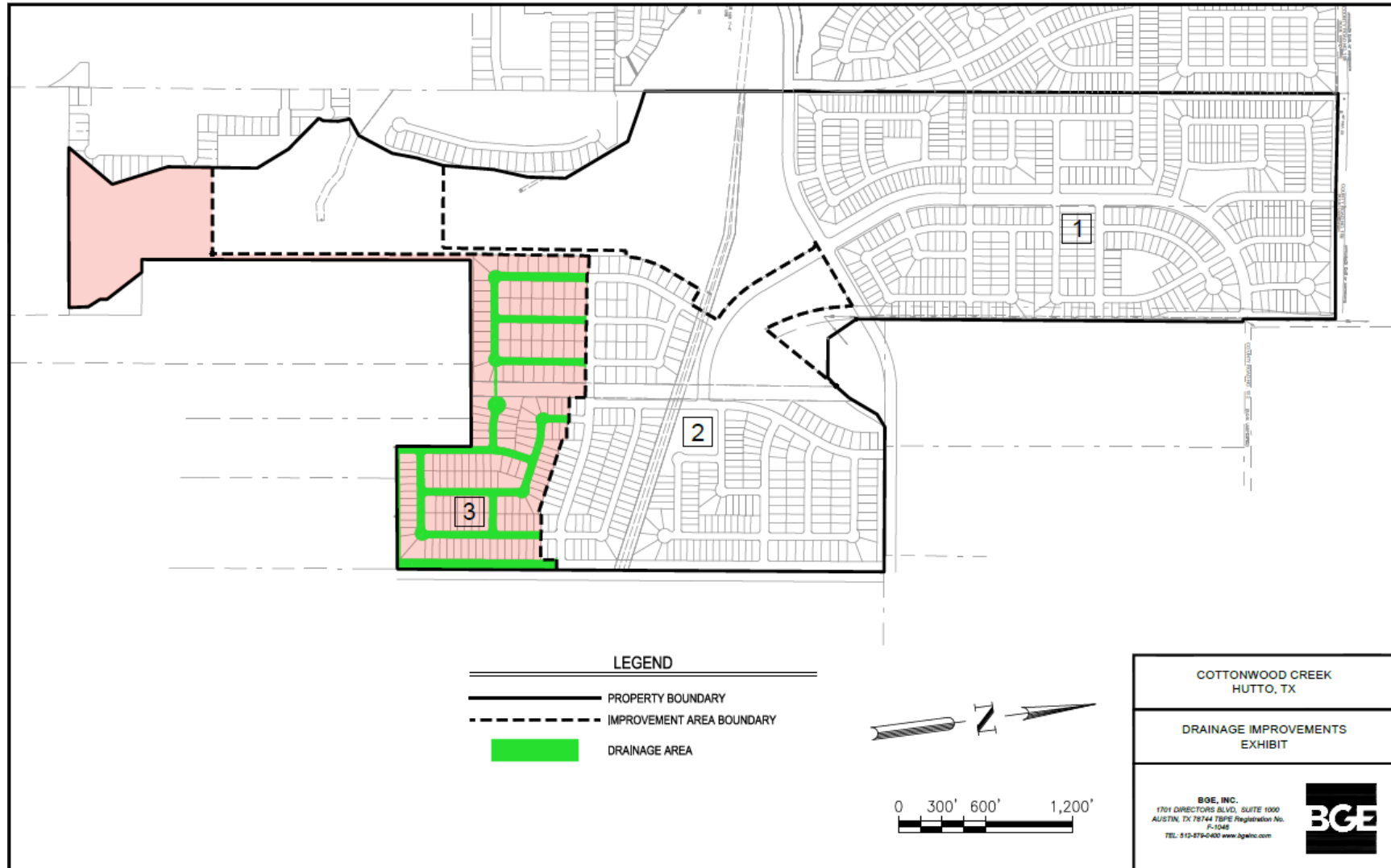
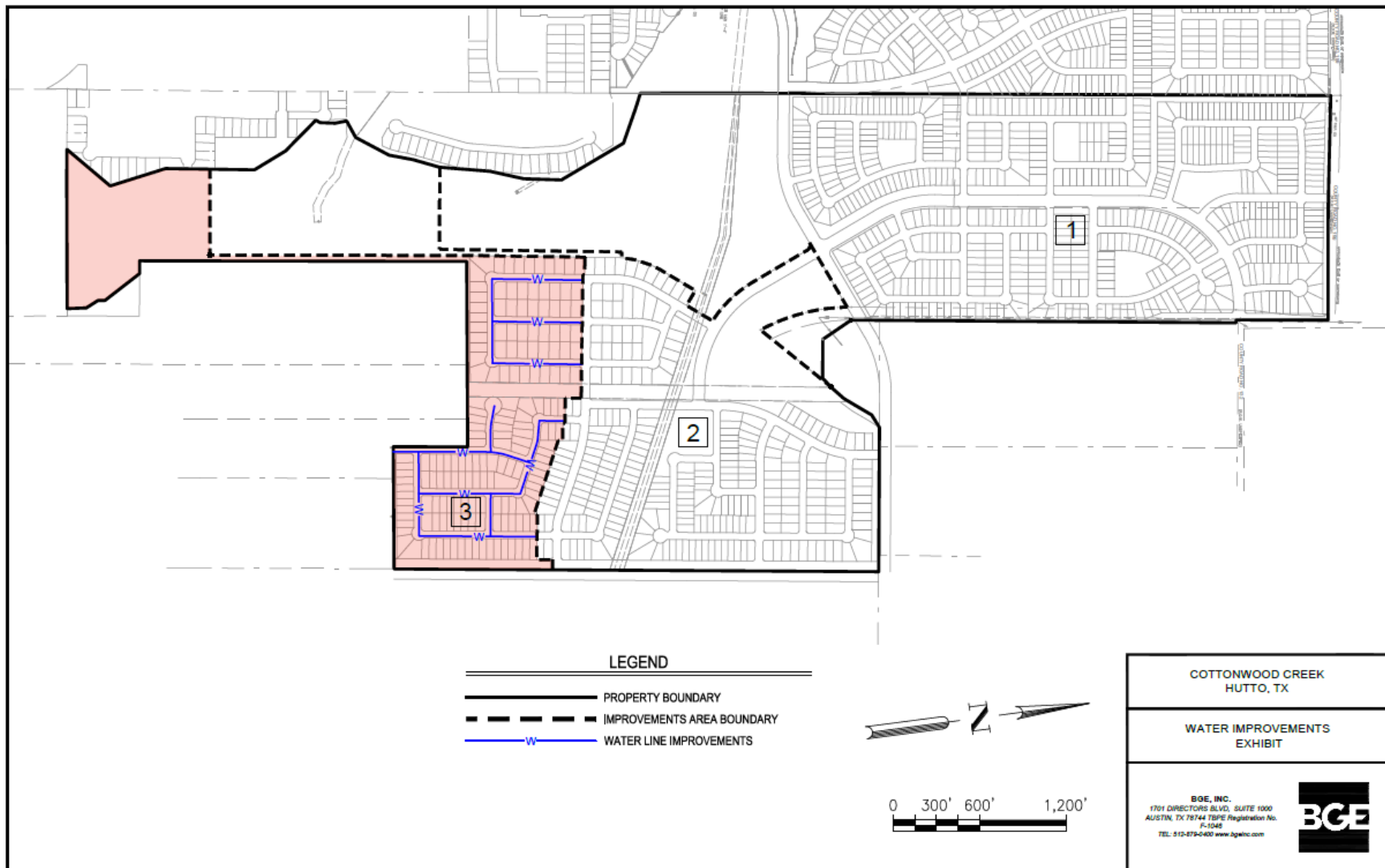


EXHIBIT O - MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS





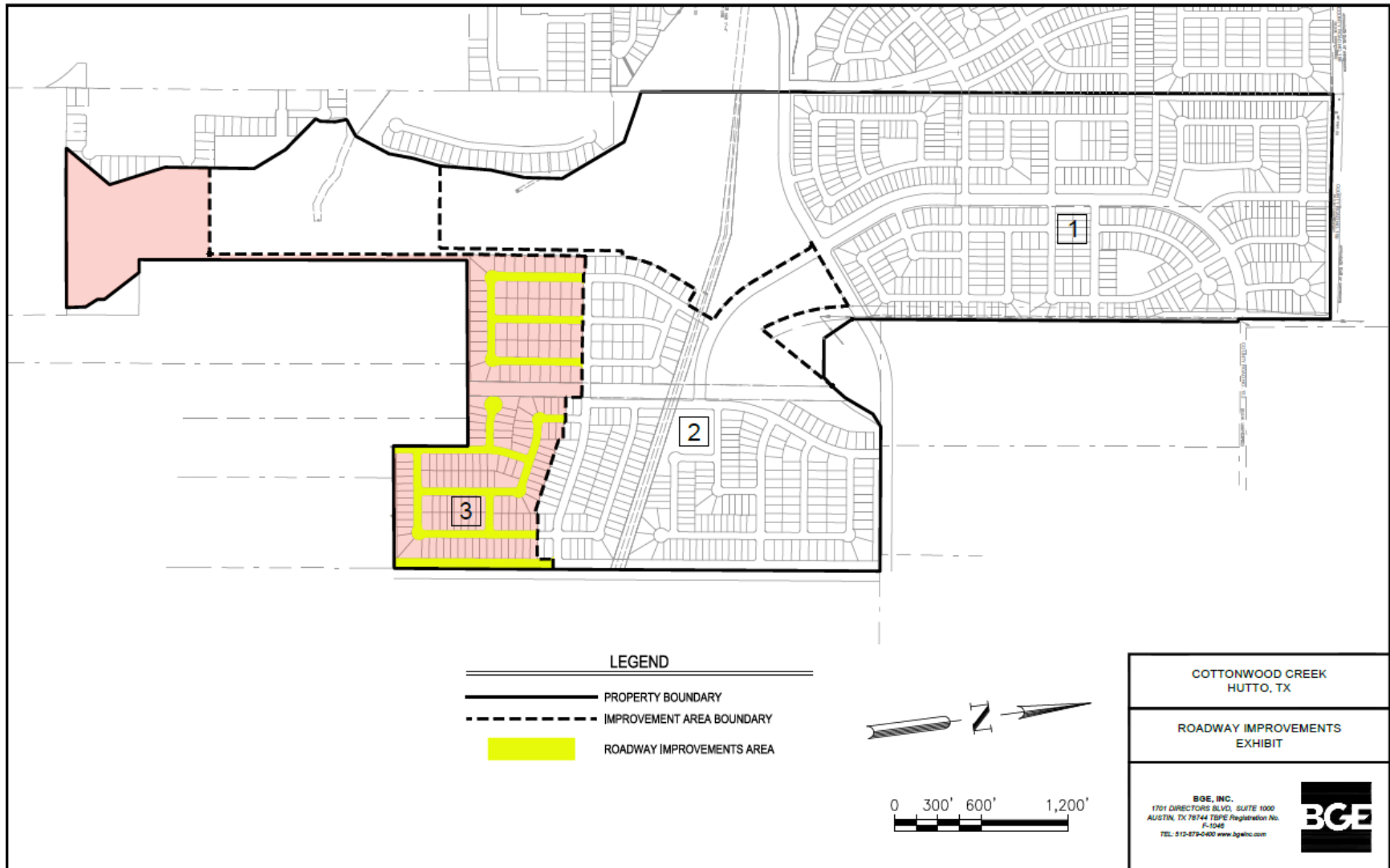


EXHIBIT P – NOTICE OF ASSESSMENT TERMINATION



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

[Date]

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

Re: City of Hutto Lien Release documents for filing

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

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

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

Please contact the P3Works administration team if you have any questions or need additional information.

admin@p3-works.com
(817) 393-0353

AFTER RECORDING RETURN TO:

**[City Secretary Name]
500 W Live Oak St
Hutto, TX 78634**

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

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

RECITALS

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

WHEREAS, on or about April 1, 2021, the City Council for the City, approved Resolution No. R-2021-029, creating the Cottonwood Creek Public Improvement District; and

WHEREAS, the Cottonwood Creek Public Improvement District consists of approximately 370.312 contiguous acres located within the extraterritorial jurisdiction of the City; and

WHEREAS, on or about ____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #_ of the Cottonwood Creek Public Improvement District; and

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

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

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

RELEASE

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

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

CITY OF Hutto, TEXAS,

A Texas home rule municipality,

By: _____
[_____] , City Manager

ATTEST:

_____, City Secretary

STATE OF TEXAS **§**

§

§

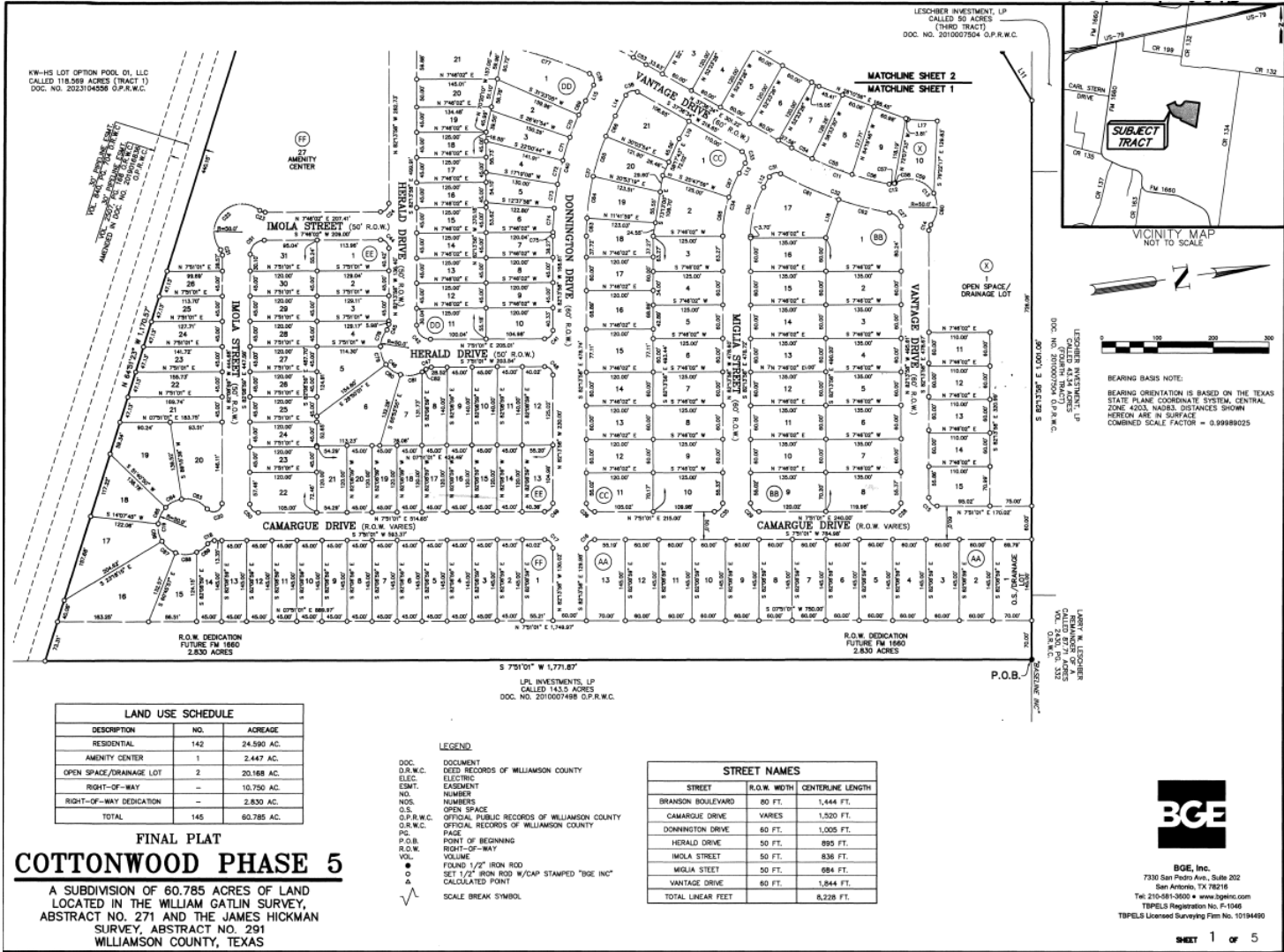
COUNTY OF WILLIAMSON

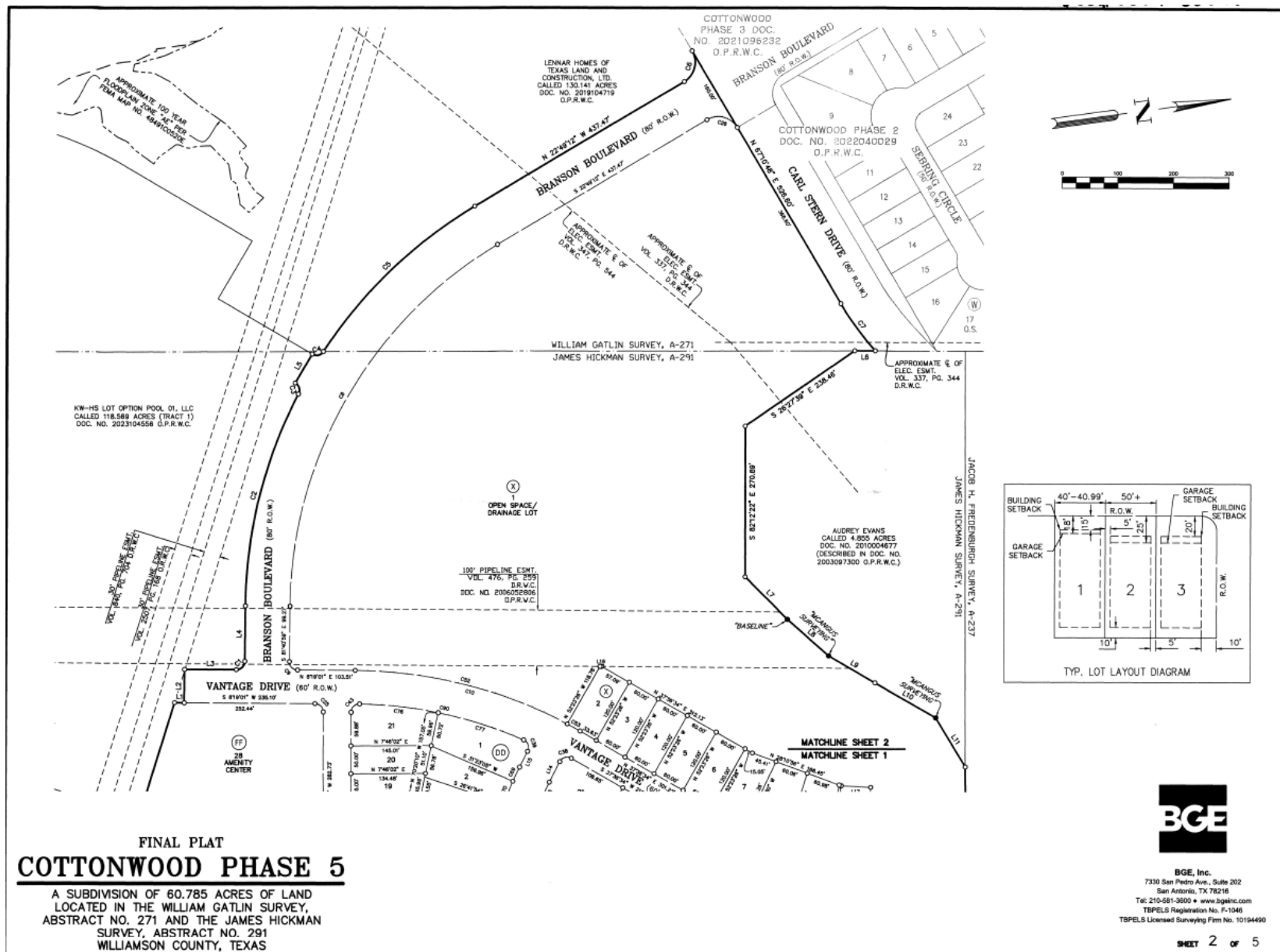
§

This instrument was acknowledged before me on the ____ day of _____, 20__, by [_____] City Manager for the City of Hutto, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT Q-1 – PHASE 5 FINAL PLAT





R - RESIDENTIAL O.S. - OPEN SPACE O.S.D. - OPEN SPACE/DRAINAGE A.C. - AMENITY CENTER

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	AA	10,135	O.S.
2	AA	8,700	R
3	AA	8,700	R
4	AA	8,700	R
5	AA	8,700	R
6	AA	8,700	R
7	AA	8,700	R
8	AA	8,700	R
9	AA	8,700	R
10	AA	8,700	R
11	AA	8,700	R
12	AA	8,700	R
13	AA	10,117	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	BB	14,729	R
2	BB	8,100	R
3	BB	8,100	R
4	BB	8,100	R
5	BB	8,100	R
6	BB	8,100	R
7	BB	8,100	R
8	BB	8,441	R
9	BB	8,415	R
10	BB	8,100	R
11	BB	8,100	R
12	BB	8,100	R
13	BB	8,100	R
14	BB	8,100	R
15	BB	8,100	R
16	BB	8,100	R
17	BB	13,380	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	CC	11,774	R
2	CC	10,994	R
3	CC	7,909	R
4	CC	7,500	R
5	CC	7,500	R
6	CC	7,500	R
7	CC	7,500	R
8	CC	7,500	R
9	CC	7,500	R
10	CC	8,735	R
11	CC	8,362	R
12	CC	7,200	R
13	CC	7,200	R
14	CC	7,200	R
15	CC	8,253	R
16	CC	8,267	R
17	CC	7,200	R
18	CC	7,843	R
19	CC	8,115	R
20	CC	7,771	R
21	CC	10,832	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	DD	11,899	R
2	DD	7,695	R
3	DD	7,252	R
4	DD	6,638	R
5	DD	6,112	R
6	DD	5,861	R
7	DD	5,400	R
8	DD	5,400	R
9	DD	5,400	R
10	DD	6,564	R
11	DD	6,753	R
12	DD	5,625	R
13	DD	5,625	R
14	DD	5,625	R
15	DD	5,625	R
16	DD	5,625	R
17	DD	5,625	R
18	DD	5,625	R
19	DD	5,636	R
20	DD	6,967	R
21	DD	10,539	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	EE	7,090	R
2	EE	5,808	R
3	EE	5,811	R
4	EE	5,479	R
5	EE	5,528	R
6	EE	13,423	R
7	EE	7,295	R
8	EE	6,248	R
9	EE	6,300	R
10	EE	6,300	R
11	EE	6,300	R
12	EE	7,666	R
13	EE	6,586	R
14	EE	5,400	R
15	EE	5,400	R
16	EE	5,400	R
17	EE	5,400	R
18	EE	5,400	R
19	EE	5,400	R
20	EE	5,400	R
21	EE	6,515	R
22	EE	8,647	R
23	EE	5,400	R
24	EE	5,400	R
25	EE	5,400	R
26	EE	5,400	R
27	EE	5,400	R
28	EE	5,400	R
29	EE	5,400	R
30	EE	5,400	R
31	EE	6,484	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	X	867,582	R
2	X	7,200	R
3	X	7,200	R
4	X	7,200	R
5	X	7,200	R
6	X	7,200	R
7	X	7,918	R
8	X	8,784	R
9	X	8,635	R
10	X	7,158	R
11	X	8,600	R
12	X	8,600	R
13	X	8,600	R
14	X	8,600	R

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
01	15.00	90°00'00"	23.56	N 36°40'58" W	21.21
02	840.00	20°36'11"	284.93	S 68°12'31" E	261.20
03	15.00	88°58'50"	22.77	S 81°45'48" W	20.85
04	15.00	88°58'50"	22.77	N 81°45'31" W	20.85
05	840.00	20°36'11"	284.93	S 20°45'26" E	276.30
06	40.00	90°00'00"	63.82	N 67°46'12" W	56.57
07	340.00	11°11'08"	105.42	N 67°35'08" E	105.38
08	780.00	58°51'41"	780.79	S 52°15'08" E	746.90
09	15.00	90°00'00"	23.56	N 37°19'01" E	21.21
10	830.00	28°17'34"	424.34	S 22°37'48" W	416.74
11	670.00	18°51'38"	397.85	N 38°54'48" E	386.76
12	15.00	41°48'48"	10.90	N 27°02'25" E	10.71
13	50.00	188°32'45"	140.10	S 67°12'34" W	98.96
14	15.00	39°42'54"	10.40	S 62°22'31" E	10.19
15	15.00	88°58'50"	22.54	N 52°48'31" E	21.20
16	15.00	90°04'38"	23.56	S 37°11'28" E	21.23
17	15.00	88°58'50"	22.54	S 32°48'31" E	21.20
18	14.77	52°57'42"	13.50	S 16°34'38" E	13.28
19	50.00	282°06'44"	247.80	S 83°58'47" E	62.17
20	15.00	140°34'38"	38.80	N 11°51'58" W	38.24
21	15.00	38°42'54"	10.40	S 77°58'34" W	10.19
22	50.00	188°32'45"	147.78	S 37°11'28" E	98.97
23	15.00	38°42'54"	10.40	N 27°37'28" E	10.19
24	15.00	90°00'00"	23.56	N 37°13'58" W	21.21
25	15.00	88°57'01"	22.42	S 53°02'31" E	21.17
26	40.00	90°00'00"	63.82	S 22°10'48" W	56.57
27	25.00	78°51'40"	34.88	S 57°47'08" W	32.15
28	15.00	90°04'38"	23.56	N 37°11'28" W	21.23
29	15.00	88°55'01"	22.54	N 52°48'31" E	21.20
30	175.00	28°50'33"	81.15	S 67°18'49" E	60.12
31	15.00	88°27'13"	22.42	S 7°36'48" E	21.11
32	630.00	18°51'38"	398.40	N 37°58'10" E	397.42
33	15.00	90°00'00"	23.56	S 82°38'24" W	21.21
34	235.00	28°50'33"	117.18	S 67°18'49" E	115.87
35	15.00	90°04'38"	23.56	N 37°11'28" W	21.23
36	15.00	88°58'50"	22.54	N 52°48'31" E	21.20
37	470.00	27°12'38"	223.21	S 68°37'38" E	221.12
38	15.00	92°37'54"	24.25	S 8°42'22" E	21.89
39	15.00	93°01'38"	24.44	S 7°51'51" W	21.93
40	530.00	27°12'38"	291.71	S 68°37'38" E	249.30
41	15.00	90°04'38"	23.56	N 37°11'28" W	21.23
42	25.00	88°55'01"	22.32	N 52°48'31" E	21.20
43	15.00	91°02'42"	22.87	S 38°38'23" E	21.42
44	15.00	90°00'00"	23.56	S 52°48'31" W	21.21
45	15.00	39°42'54"	10.40	N 62°52'31" W	10.19
46	50.00	188°32'45"	147.78	N 52°48'31" E	98.97
47	15.00	38°42'54"	10.40	S 12°00'38" E	10.19
48	15.00	88°58'50"	22.54	S 52°48'31" E	21.20
49	15.00	90°04'38"	23.56	N 37°11'28" W	21.23
50	15.00	90°00'00"	23.56	N 52°10'11" E	21.21

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
001	25.00	88°55'01"	22.32	S 52°48'31" E	21.20
002	830.00	27°28'20"	287.87	S 22°02'11" W	284.27
003	830.00	1°48'14"	28.27	S 26°15'37" W	28.27
004	570.00	4°45'47"	41.48	N 37°37'33" E	41.48
005	570.00	7°45'18"	77.31	N 38°37'33" E	77.31
006	570.00	8°58'18"	88.80	N 37°37'33" E	88.80
007	15.00	35°17'57"	8.34	N 15°08'00" E	8.10
008	15.00	87°00'01"	1.71	N 18°48'28" W	1.70
009	60.00	81°34'00"	79.81	S 22°43'11" W	71.87
010	60.00	88°58'48"	80.30	N 77°00'28" W	58.87
011	620.00	10°59'57"	114.38	N 31°46'44" E	114.32
012	620.00	8°47'24"	94.05	N 32°08'58" E	93.94
013	470.00	25°05'27"	32.38	S 80°18'00" E	32.25
014	470.00	8°11'21"	75.38	S 72°42'21" E	75.30
015	470.00	91°07'35"	75.37	S 84°37'23" E	75.19
016	470.00	4°54'47"	40.30	S 57°38'43" E	40.29
017	225.00	11°46'38"	46.38	S 58°17'43" E	46.30
018	225.00	18°01'57"	70.31	S 73°13'00" E	70.22
019	530.00	21°31'17"	28.24	S 84°30'34" E	28.24
020	530.00	4°41'10"	43.30	S 80°50'00" E	43.34
021	530.00	4°41'10"	43.30	S 80°58'10" E	43.34
022	530.00	4°41'10"	43.30	S 88°47'38" E	43.40
023	530.00	4°41'10"	43.30	S 74°29'51" E	43.34
024	530.00	4°40'44"	43.28	S 78°38'58" E	43.27
025	530.00	2°45'38"	8.73	S 81°52'00" E	8.73
026	770.00	10°59'18"	143.18	S 14°18'22" W	142.86
027	770.00	12°01'00"	181.48	S 28°28'30" W	181.50
028	50.00	38°48'42"	32.12	S 60°55'25" E	31.57
029	50.00	28°30'15"	24.47	N 80°55'00" E	23.80
030	50.00	37°53'54"	28.30	N 42°38'10" E	21.78
031	50.00	48°59'03"	40.42	N 07°58'11" E	38.33
032	50.00	8°58'51"	8.42	N 87°52'38" W	8.41
033	50.00	88°58'28"	21.87	S 28°51'22" W	46.38
034	50.00	37°54'48"	32.79	S 18°31'48" E	32.21
035	50.00	37°53'54"	32.77	S 07°59'43" E	32.19
036	50.00	37°28'00"	32.67	N 88°54'45" E	32.09
037	50.00	37°27'42"	32.69	N 47°57'54" E	32.11
038	50.00	44°52'45"	38.18	N 8°47'12" E	38.18
039	50.00	29°51'58"	25.24	N 38°10'28" W	25.07
040	770.00	22°40'18"	304.88	S 30°16'50" W	302.70

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N81°01'01" E	17.37
L2	N81°40'06" W	60.00
L3	N81°01'01" E	53.32
L4	N81°40'06" W	60.27
L5	N81°43'42" W	60.00
L6	S79°32'37" W	37.03
L7	N52°43'18" E	107.84
L8	N48°10'10" E	86.03
L9	N38°02'42" E	86.02
L10	S37°11'23" E	125.89
L11	N62°30'12" E	102.81
L12	S25°32'38" E	21.06
L13	N37°32'28" W	21.04
L14	S55°11'18" E	41.58
L15	N55°01'18" W	31.58
L16	N81°01'01" W	3.34
L17	S11°54'20" W	53.01
L18	N43°30'38" W	73.08
L19	N37°37'38" W	38.04

LEGAL DESCRIPTION

FIELD NOTES FOR A 60.785 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 118.569 ACRE TRACT (TRACT 1) OF LAND AS CONVEYED UNTO KIM-HIS LOT OPTION POOL, 01, LLC IN DOCUMENT NUMBER 20231040566 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF THE REMAINDER OF A CALLED 9.487 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOME OF TEXAS LAND AND CONSTRUCTION, LTD IN DOCUMENT NUMBER 2020120045 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 60.785 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 LINE OF A CALLED 87.71 ACRE TRACT OF LAND AS CONVEYED UNTO LARRY W. LESCHNER IN VOLUME 2430, PAGE 332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF A CALLED 143.5 ACRE TRACT OF LAND AS CONVEYED UNTO LPL INVESTMENTS, LP IN DOCUMENT NUMBER 201007488 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT AN EASTERLY CORNER OF SAID 118.569 ACRE TRACT FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, S 07°51'01" W, COINCIDENT WITH THE COMMON LINE OF SAID 143.5 ACRE TRACT AND SAID 118.569 ACRE TRACT, A DISTANCE OF 1,771.87 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET AT THE COMMON EAST CORNER OF SAID 118.569 ACRE TRACT AND A CALLED 65.402 ACRE TRACT (TRACT 2) OF LAND AS CONVEYED UNTO KIM-HIS LOT OPTION POOL, 01, LLC IN DOCUMENT NUMBER 20231040566 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS S 07°51'01" W, A DISTANCE OF 496.86 FEET;

THENCE DEPARTING SAID COMMON LINE, OVER AN ACROSS SAID 118.569 ACRE TRACT THE FOLLOWING NINE (9) COURSES:

- 1) N 84° 51' 23" W, A DISTANCE OF 1,170.57 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR A SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;
 - 2) N 08° 19' 01" E, A DISTANCE OF 17.33 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;
 - 3) N 81° 40' 59" W, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR A SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;
 - 4) N 08° 19' 01" E, A DISTANCE OF 83.32 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 LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.58 FEET, A CENTRAL ANGLE OF 90° 00' 00", A CHORD BEARING OF N 36° 40' 59" 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;
 - 6) N 81° 40' 59" W, A DISTANCE OF 96.27 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;
 - 7) CURVING TO THE RIGHT, WITH A RADIUS OF 840.00 FEET, AN ARC LENGTH OF 394.83 FEET, A CENTRAL ANGLE OF 26° 56' 17", A CHORD BEARING OF N 68° 12' 51" W, AND A CHORD DISTANCE OF 391.30 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;
 - 8) CURVING TO THE LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.77 FEET, A CENTRAL ANGLE OF 86° 58' 59", A CHORD BEARING OF S 81° 40' 48" W, AND A CHORD DISTANCE OF 20.85 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET AT THE END OF THIS CURVE FOR A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;
 - 9) N 51° 43' 42" W, A DISTANCE OF 80.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET ON THE COMMON LINE SAID 118.569 ACRE TRACT AND A CALLED 130.141 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD IN DOCUMENT NUMBER 2018104719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE BEGINNING OF A NON-TANGENT CURVE FOR A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE, COINCIDENT WITH THE COMMON LINE OF SAID 118.569 ACRE TRACT AND SAID 130.141 ACRE TRACT THE FOLLOWING FIVE (5) COURSES:
- 1) CURVING TO THE LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.77 FEET, A CENTRAL ANGLE OF 86° 58' 59", A CHORD BEARING OF N 05° 13' 11" W, AND A CHORD DISTANCE OF 20.85 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;
 - 2) CURVING TO THE RIGHT, WITH A RADIUS OF 840.00 FEET, AN ARC LENGTH OF 379.59 FEET, A CENTRAL ANGLE OF 35° 53' 28", A CHORD BEARING OF N 35° 45' 56" W, AND A CHORD DISTANCE OF 376.36 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;

3) N 22° 49' 12" W, A DISTANCE OF 437.47 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;

4) CURVING TO THE LEFT, WITH A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 82.83 FEET, A CENTRAL ANGLE OF 90° 00' 00", A CHORD BEARING OF N 67° 49' 12" W, AND A CHORD DISTANCE OF 56.57 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET ON THE SOUTHEAST LINE OF CARL STERN DRIVE (80' R.O.W.) AS DEDICATED IN COTTONWOOD PHASE 3, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 20210086232 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE END OF THIS CURVE FOR AN THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, COINCIDENT WITH THE COMMON LINE OF SAID CARL STERN DRIVE AND SAID 118.569 ACRE TRACT, N 67° 10' 48" E, PASSING AT A DISTANCE OF 160.00 FEET A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET AT THE COMMON SOUTH CORNER OF SAID COTTONWOOD PHASE 3 AND COTTONWOOD PHASE 2, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2022040029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUING COINCIDENT WITH CARL STERN DRIVE (80' R.O.W.) AS DEDICATED WITH SAID COTTONWOOD PHASE 2, AND SAID 118.569 ACRE TRACT AND PARTIALLY OVER AND ACROSS THE REMAINDER OF THE AFOREMENTIONED 9.487 ACRE TRACT A TOTAL DISTANCE OF 526.80 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;

THENCE, COINCIDENT WITH THE SOUTHEAST LINE OF SAID CARL STERN DRIVE, CONTINUING OVER AND ACROSS THE REMAINDER OF THE 9.487 ACRE TRACT, CURVING TO THE LEFT, WITH A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 105.42 FEET, A CENTRAL ANGLE OF 11° 11' 09", A CHORD BEARING OF N 61° 35' 09" E, AND A CHORD DISTANCE OF 105.28 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET AT THE SOUTHEAST CORNER OF COTTONWOOD PHASE 3 ON THE COMMON LINE OF THE REMAINDER OF THE 9.487 ACRE TRACT AND A CALLED 4.855 ACRE TRACT OF LAND AS CONVEYED UNTO ALDREY EVANS IN DOCUMENT NUMBER 2003097300 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE END OF THIS CURVE FOR A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, COINCIDENT WITH THE COMMON LINE OF THE REMAINDER OF THE 9.487 ACRE TRACT AND SAID 4.855 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

- 1) S 07° 27' 27" W, A DISTANCE OF 37.03 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
 - 2) S 26° 27' 39" E, A DISTANCE OF 238.46 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
 - 3) S 82° 12' 22" E, A DISTANCE OF 270.89 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
 - 4) N 52° 43' 18" E, PASSING AT A DISTANCE OF 84.62 FEET A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BASELINE INC' FOUND ON THE COMMON LINE OF SAID 118.569 AND THE REMAINDER OF THE 9.487 ACRE TRACT AND CONTINUING COINCIDENT WITH THE COMMON LINE OF SAID 118.569 ACRE TRACT, AND THE REMAINDER OF SAID 9.487 ACRE TRACT A TOTAL DISTANCE OF 107.54 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BASELINE INC' FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- THENCE, CONTINUING COINCIDENT WITH THE COMMON LINE OF SAID 118.569 ACRE TRACT AND THE 4.855 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:
- 1) N 49° 15' 10" E, A DISTANCE OF 59.03 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
 - 2) N 38° 02' 42" E, A DISTANCE OF 96.62 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'MCANGUS SURVEYING' FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
 - 3) N 37° 41' 23" E, A DISTANCE OF 125.99 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'MCANGUS SURVEYING' FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
 - 4) N 68° 38' 01" E, A DISTANCE OF 102.81 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC' SET ON THE SOUTH LINE OF A CALLED 50 ACRE TRACT OF LAND (THIRD TRACT) AS CONVEYED UNTO LESCHNER INVESTMENTS, LP IN DOCUMENT NUMBER 2010007504 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AT A COMMON EAST CORNER OF SAID 118.569 ACRE TRACT AND THE 4.855 ACRE TRACT FOR A NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 82° 13' 58" E, COINCIDENT WITH THE COMMON LINE OF SAID 118.569 ACRE TRACT, SAID 50 ACRE TRACT, A CALLED 43.34 ACRE TRACT OF LAND (FOURTH TRACT) AS CONVEYED UNTO LESCHNER INVESTMENTS, LP IN SAID DOCUMENT NUMBER 2010007504, AND THE AFOREMENTIONED 87.71 ACRE TRACT, A DISTANCE OF 1,001.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 60.785 ACRES OF LAND, MORE OR LESS.

FINAL PLAT COTTONWOOD PHASE 5

A SUBDIVISION OF 60.785 ACRES OF LAND
LOCATED IN THE WILLIAM GATLIN SURVEY,
ABSTRACT NO. 271 AND THE JAMES HICKMAN
SURVEY, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-681-3000 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194480

SHEET 4 of 5

STATE OF CALIFORNIA
COUNTY OF NENTURA

KNOW ALL MEN BY THESE PRESENTS:

THAT KW-HS LOT OPTION POOL 01, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH STEVEN C. PORATH, AUTHORIZED PERSON, BEING THE OWNER OF A CALLED 118.569 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY A-271, WILLIAMSON COUNTY AND THE JAMES HICKMAN SURVEY, A-291, TEXAS AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2023104556 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND LENNAR HOMES OF TEXAS AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH KEVIN PAUL, VICE PRESIDENT, BEING THE OWNER OF A CALLED 9.487 ACRES OF LAND AS CONVEYED TO IT BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2020120045 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 60.785 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

COTTONWOOD PHASE 5

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 THE 19 DAY OF APRIL, 2024 A.D.

KW-HS LOT OPTION POOL 01, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: HEARTHSTONE, INC.,
A CALIFORNIA CORPORATION,
ITS SOLE MEMBER MANAGER

BY: Steven C. Porath
AUTHORIZED PERSON

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON April 19, 2024 BEFORE ME, Steven C. Porath, Notary Public,
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Steven C. Porath
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Steven C. Porath (SEAL)



I, STACY MULHOLLAND, 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.

Stacy Mulholland, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 148417
BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744

04/24/2024
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.

Dion P. Albertson, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4995
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

4/18/2024
DATE



GENERAL NOTES:

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99999025.
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO LOC REQUIREMENTS, AS AMENDED.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- 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)
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- AN ARTERIAL FENCE SHALL BE CONSTRUCTED ALONG F.M. 1660 PER LOC REQUIREMENTS, AS AMENDED.
- ALL FENCING THAT IS NOT ON A PRIVATE LOT TO BE MAINTAINED BY THE HOA.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE LOC REQUIREMENTS, AS AMENDED.
- 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.
- NO PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
- NO PORTION OF THIS TRACT IS ENCLOSED 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 48491C0520F, EFFECTIVE DATE DECEMBER 12, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/8" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- 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.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- ALL DRAINAGE LOTS, OPEN SPACE LOTS, AND AMENITY LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THIS SUBDIVISION IS ZONED PUD 06-024-00.
- VEHICULAR ACCESS FOR LOTS 1-16, BLOCK FF, AND LOTS 1-13, BLOCK AA IS RESTRICTED TO CAMARGUE DRIVE.
- OPEN SPACE AND DRAINAGE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.

PLANNING AND ZONING COMMISSION CHAIR:

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE 9 DAY OF April, 2024.

Susan M. Beyer
SUSAN M. BEYER
PLANNING AND ZONING COMMISSION CHAIR

05/02/2024
DATE

CITY DEVELOPMENT SERVICES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS THE 10 DAY OF April, 2024.

Asheley Baily
ASHELEY BAILY, DEVELOPMENT SERVICES EXECUTIVE DIRECTOR

5/10/2024
DATE

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 14th DAY OF May, 2024 A.D., AT 12:40 O'CLOCK P.M. AND DULY RECORDED ON THE 14th DAY OF May, 2024 A.D., AT 12:50 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2024038073.

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: Ashley Baily, Deputy
DEPUTY



FINAL PLAT
COTTONWOOD PHASE 5

A SUBDIVISION OF 60.785 ACRES OF LAND
LOCATED IN THE WILLIAM GATLIN SURVEY,
ABSTRACT NO. 271 AND THE JAMES HICKMAN
SURVEY, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3000 • www.bgeinc.com
TBPELS Registration No. P-1046
TBPELS Licensed Surveying Firm No. 10194490

SHEET 5 OF 5

EXHIBIT Q-2 – PHASE 6 FINAL PLAT



R - RESIDENTIAL O.S.D. - OPEN SPACE/DRAINAGE

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
26	FF	100,149	O.S.D.
30	FF	8,887	R
31	FF	7,972	R
32	FF	7,222	R
33	FF	6,624	R
34	FF	6,342	R
35	FF	6,250	R
36	FF	6,250	R
37	FF	6,250	R
38	FF	6,250	R
39	FF	6,250	R
40	FF	6,250	R
41	FF	6,250	R
42	FF	6,250	R
43	FF	6,250	R
44	FF	6,250	R
45	FF	6,250	R
46	FF	6,250	R
47	FF	5,838	R
48	FF	12,450	R
49	FF	12,041	R
50	FF	7,250	R
51	FF	7,250	R
52	FF	7,250	R
53	FF	6,652	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	GG	5,894	R
2	GG	5,750	R
3	GG	5,750	R
4	GG	5,750	R
5	GG	6,100	R
6	GG	6,638	R
7	GG	5,894	R
8	GG	5,895	R
9	GG	5,895	R
10	GG	5,895	R
11	GG	5,895	R
12	GG	5,897	R
13	GG	7,197	R
14	GG	5,998	R
15	GG	5,998	R
16	GG	5,999	R
17	GG	5,999	R
18	GG	6,024	R
19	GG	6,393	R
20	GG	5,990	R
21	GG	6,000	R
22	GG	7,908	R
23	GG	7,580	R
24	GG	6,251	R
25	GG	6,251	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
26	GG	6,251	R
27	GG	7,945	R
28	GG	7,503	R
29	GG	6,277	R
30	GG	6,539	R
31	GG	6,898	R
32	GG	7,005	R
33	GG	7,485	R
34	GG	8,439	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	JJ	8,652	R
2	JJ	7,250	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	LL	13,118	R
2	LL	13,847	R
3	LL	16,581	R
4	LL	16,170	R
5	LL	8,400	R
6	LL	8,400	R
7	LL	9,552	R
8	LL	9,552	R
9	LL	8,400	R
10	LL	8,343	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	MM	13,368	R
2	MM	8,347	R
3	MM	8,400	R
4	MM	8,400	R
5	MM	8,400	R
6	MM	9,552	R
7	MM	9,552	R
8	MM	8,400	R
9	MM	8,400	R
10	MM	8,400	R
11	MM	8,400	R
12	MM	8,333	O.S.D.

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	PP	5,399	R
2	PP	5,397	R
3	PP	5,395	R
4	PP	5,480	R
5	PP	5,946	R
6	PP	5,943	R
7	PP	5,945	R
8	PP	5,915	R
9	PP	8,400	R
10	PP	8,400	R
11	PP	8,400	R
12	PP	7,446	R
13	PP	6,250	R

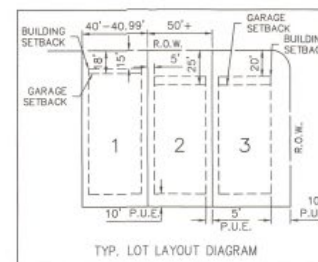
LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	Y	136,963	O.S.D.
2	Y	11,188	R
3	Y	9,100	R
4	Y	9,100	R
5	Y	9,100	R
6	Y	8,760	R
7	Y	16,224	R
8	Y	7,855	R
9	Y	8,400	R
10	Y	8,400	R
11	Y	8,400	R
12	Y	8,400	R
13	Y	9,600	R

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	15.007	89°59'58"	33.567	S 53°19'51" W	21.207
C2	15.007	89°59'58"	33.567	N 30°40'58" W	21.207
C3	15.007	89°59'58"	33.567	S 53°19'51" W	21.207
C4	15.007	89°59'58"	33.567	N 30°40'58" W	21.207
C5	15.007	89°59'58"	33.567	S 53°19'51" W	21.207
C6	15.007	89°59'58"	33.567	N 30°40'58" W	21.207
C7	840.007	26°56'12"	384.837	S 68°12'31" E	389.307
C8	15.007	89°59'58"	33.567	N 30°40'58" W	21.207
C9	15.007	89°59'58"	33.567	S 53°19'51" W	21.207
C10	275.007	12°39'38"	60.637	S 58°52'58" E	66.507
C11	15.007	38°42'34"	10.407	S 84°12'38" E	10.107
C12	50.007	102°07'08"	132.297	N 28°51'38" W	97.807
C13	15.007	38°42'34"	10.407	S 84°12'38" E	10.107
C14	15.007	89°59'58"	33.567	N 30°40'58" W	21.207
C15	15.007	89°59'58"	33.567	N 53°19'51" E	21.207
C16	15.007	89°59'58"	33.567	S 38°40'58" E	21.207
C17	505.007	17°18'42"	188.847	N 72°52'58" W	188.247
C18	15.007	38°42'34"	10.407	S 84°12'38" E	10.107
C19	50.007	101°30'18"	132.247	N 28°51'38" W	96.807
C20	15.007	38°42'34"	10.407	S 27°42'38" E	10.107
C21	15.007	89°59'58"	33.567	S 37°08'58" E	21.207
C22	15.007	89°59'58"	33.567	S 52°51'51" W	21.207
C23	15.007	89°59'58"	33.567	N 37°08'58" W	21.207
C24	1020.047	2°42'42"	48.807	S 74°52'58" W	102.807
C25	970.047	12°39'38"	222.007	N 78°52'58" W	222.807
C26	15.007	84°08'34"	24.607	S 88°23'15" W	21.807
C27	15.007	89°59'58"	33.567	N 30°40'58" W	21.207
C28	525.007	29°57'18"	277.087	S 23°17'38" W	273.807
C29	15.007	89°59'58"	33.567	S 83°18'18" W	21.207
C30	325.007	12°39'38"	75.717	S 58°52'58" E	71.507
C31	15.007	89°59'58"	33.567	N 52°51'51" W	21.207
C32	505.007	17°18'42"	188.847	S 72°52'58" W	188.247
C33	15.007	89°59'58"	33.567	N 53°19'51" E	21.207
C34	15.007	89°59'58"	33.567	S 30°40'58" E	21.207
C35	470.007	29°57'18"	245.727	S 23°17'38" E	242.807
C36	525.007	4°08'57"	38.007	S 23°37'38" W	38.007
C37	525.007	7°28'28"	68.117	S 17°40'58" W	68.117
C38	525.007	9°42'58"	80.407	S 11°57'48" W	80.407
C39	470.007	8°27'38"	54.347	S 11°57'48" W	54.347
C40	370.007	17°48'58"	63.807	S 73°08'48" E	63.807
C41	470.007	17°37'28"	54.247	S 29°24'48" W	54.247
C42	470.007	3°08'18"	35.477	S 30°42'08" W	35.477
C43	15.007	89°59'58"	33.567	S 70°37'48" W	21.207
C44	25.007	72°11'12"	31.727	N 28°51'38" W	28.817
C45	15.007	89°59'58"	33.567	N 53°19'51" E	21.207
C46	15.007	89°59'58"	33.567	S 30°40'58" E	21.207
C47	470.007	17°18'42"	143.507	S 18°58'28" W	142.807
C48	470.007	8°27'18"	53.907	S 11°58'38" W	53.477
C49	470.007	10°51'38"	60.047	S 20°52'08" W	59.807
C50	530.007	1°04'32"	10.007	S 37°43'52" W	10.007

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	120	21.737 AC.
OPEN SPACE/DRAINAGE	3	5.582 AC.
RIGHT-OF-WAY	—	8.238 AC.
PM 1660 R.O.W. DEDICATION	—	0.816 AC.
TOTAL LOTS	123	36.373 AC.
TOTAL BLOCKS	9	—

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C51	530.007	7°08'18"	67.527	S 32°52'58" W	67.487
C52	530.007	7°17'38"	67.437	S 30°14'28" W	67.437
C53	530.007	7°17'38"	67.517	S 18°58'38" W	67.437
C54	530.007	6°08'52"	64.587	S 11°42'58" W	64.547
C55	50.007	37°11'44"	32.487	N 89°29'12" W	31.807
C56	50.007	81°32'38"	53.727	N 38°58'32" W	50.117
C57	50.007	57°21'38"	48.517	N 37°21'08" E	44.807
C58	505.007	0°58'32"	5.387	N 81°22'48" W	5.387
C59	525.007	57°51'51"	48.114	N 78°28'58" W	48.117
C60	525.007	57°51'51"	48.118	N 73°17'38" W	48.118
C61	525.007	17°42'38"	14.437	N 89°40'58" W	14.437
C62	525.007	43°17'18"	45.247	N 89°40'42" W	45.247
C63	50.007	42°42'32"	37.227	N 82°42'58" W	36.417
C64	50.007	45°54'38"	38.837	N 38°40'58" W	36.807
C65	50.007	63°32'58"	55.447	N 15°47'53" E	53.607
C66	15.007	33°21'38"	8.737	S 30°50'58" W	8.817
C67	50.007	87°11'58"	51.807	S 11°52'58" W	1.847
C68	470.007	7°18'32"	60.587	N 78°05'48" W	60.587
C69	470.007	8°58'58"	73.847	N 89°40'58" W	73.807
C70	1030.007	0°10'18"	4.587	N 84°28'58" W	4.587
C71	1030.007	2°42'42"	48.807	N 69°58'38" W	48.807
C72	1030.007	2°42'42"	48.807	N 68°42'58" W	48.807
C73	1030.007	2°42'42"	48.807	N 78°28'48" W	48.807
C74	1030.047	2°42'42"	48.807	N 74°52'58" W	48.807
C75	1030.047	2°30'38"	48.447	N 70°40'58" W	48.447
C76	1030.007	2°30'38"	64.017	N 79°41'18" W	64.007
C77	970.007	5°52'58"	98.727	N 74°30'48" W	98.687
C78	970.007	4°08'57"	75.757	N 69°24'52" W	75.727
C79	470.007	1°08'18"	9.017	N 84°54'48" W	9.017
C80	15.007	89°59'58"	33.567	N 52°51'58" E	21.207
C81	50.007	72°11'12"	31.817	S 28°51'38" W	28.417
C82	470.007	17°18'42"	143.507	N 73°08'38" W	143.887
C83	15.007	89°59'58"	33.567	S 53°19'51" W	21.207
C84	15.007	89°59'58"	33.567	S 38°40'58" E	21.207
C85	970.007	2°42'42"	47.837	N 69°40'34" W	47.807
C86	470.007	8°42'52"	75.227	S 19°17'38" W	71.207

MINIMUM FINISHED FLOOR ELEVATIONS			
BLOCK	LOT	BFE	MIN. FFE
PP	1	618.0	620.0
PP	2	618.1	620.1
PP	3	618.0	620.0
PP	4	617.4	619.4
PP	5	618.0	620.0
PP	6	617.2	619.2
PP	7	617.0	619.0
PP	8	616.8	618.8
PP	9	616.4	618.4
PP	10	616.0	618.0
PP	11	615.3	617.3



LEGAL DESCRIPTION

FIELD NOTES FOR A 36.373 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING PART OF A CALLED 118.569 ACRE TRACT (TRACT 1) OF LAND AND A CALLED 85.402 ACRE TRACT (TRACT 2) OF LAND AS CONVEYED UNTO KW-HS LOT OPTION POOL, 01, LLC IN DOCUMENT NUMBER 2022040506 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 36.373 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "BASELINE INC" FOUND ON THE SOUTH LINE OF A CALLED 87.71 ACRE TRACT OF LAND AS CONVEYED UNTO LARRY W. LESCHER IN VOLUME 2430, PAGE 332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF A CALLED 143.5 ACRE TRACT OF LAND AS CONVEYED UNTO LPL INVESTMENTS, LP IN DOCUMENT NUMBER 201001408 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AT AN EASTERLY CORNER OF SAID 118.569 ACRE TRACT; THENCE, S 73°10'1" W A DISTANCE OF 1,771.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, COINCIDENT WITH THE COMMON LINE OF SAID 143.5 ACRE TRACT AND SAID 118.569-ACRE TRACT, S 07°51'01" W, A DISTANCE OF 496.86 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET AT THE SOUTHEAST CORNER OF SAID 118.569-ACRE TRACT, AND THE NORTHEAST CORNER OF THE AFOREMENTIONED 85.402-ACRE TRACT; FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "BASELINE INC" FOUND AT THE COMMON CORNER OF SAID 85.402-ACRE TRACT AND A CALLED 87.834-ACRE TRACT OF LAND AS CONVEYED UNTO MB HUTTO LLC, IN DOCUMENT NUMBER 2021066633, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS S 07°51'01" W, A DISTANCE OF 1,301.67 FEET;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, N 82°08'59" W, A DISTANCE OF 70.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, S 07°51'01" W, A DISTANCE OF 110.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHEASTERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 82°08'59" W, A DISTANCE OF 195.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 82°07'54" W, A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, S 07°51'01" W, A DISTANCE OF 9.44 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 64°22'11" W, A DISTANCE OF 345.16 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 08°19'01" E, A DISTANCE OF 18.24 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 81°40'59" W, A DISTANCE OF 115.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 08°19'01" E, A DISTANCE OF 14.61 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 81°40'59" E, A DISTANCE OF 175.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, AND OVER AND ACROSS SAID 118.569-ACRE TRACT, N 08°19'01" E, A DISTANCE OF 109.95 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT, N 81°40'59" W, A DISTANCE OF 205.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, CURVING TO THE LEFT, 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 53°19'01" 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 SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 85.402-ACRE TRACT, N 81°40'59" 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 TON-TANGENT CURVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID LENNAH 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, CURVING TO THE LEFT, 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 36°40'59" 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;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT, N 81°40'59" W A DISTANCE OF 210.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, CURVING TO THE LEFT, 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 53°19'01" 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 SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 85.402-ACRE TRACT, N 81°40'59" 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 TON-TANGENT CURVE FOR A SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, CURVING TO THE LEFT, 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 36°40'59" 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 IN THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, N 81°40'59" W, A DISTANCE OF 210.00 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;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND THE SAID 85.402-ACRE TRACT, CURVING TO THE LEFT, 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 53°19'01" 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 SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, N 81°40'59" W A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, N 81°19'01" E, A DISTANCE OF 27.78 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHERLY INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, N 81°40'59" E, A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, N 08°19'01" E, A DISTANCE OF 210.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 85.402-ACRE TRACT, N 11°40'42" E, PASSING AT 47.85 FEET THE COMMON CORNER OF THE 118.569-ACRE TRACT AND CALLED 130.141-ACRE TRACT OF LAND AS CONVEYED UNTO LENNAH HOMES OF TEXAS LAND AND CONSTRUCTION IN DOCUMENT NUMBER 2019104719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUING ON FOR A TOTAL DISTANCE OF 82.12 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 130.141-ACRE TRACT, N 18°56'38" E, A DISTANCE OF 82.73 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 130.141-ACRE TRACT, N 26°14'30" E, A DISTANCE OF 82.73 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 130.141-ACRE TRACT, N 33°32'20" E, A DISTANCE OF 82.73 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT AND SAID 130.141-ACRE TRACT, N 38°14'53" E, A DISTANCE OF 281.87 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT, S 51°43'42" E, A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT, N 38°16'18" E A DISTANCE OF 196.29 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, S 51°43'42" E, 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 FOR A CORNER AND A POINT OF CURVATURE TO THE RIGHT;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT, CURVING TO THE LEFT, WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.77 FEET, A CENTRAL ANGLE OF 86°58'59", A CHORD BEARING OF S 81°45'48" W, AND A CHORD DISTANCE OF 20.65 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;

THENCE, OVER AND ACROSS SAID 118.569-ACRE TRACT, CURVING TO THE RIGHT, WITH A RADIUS OF 840.00 FEET, AN ARC LENGTH OF 344.93 FEET, A CENTRAL ANGLE OF 26°56'17", A CHORD BEARING OF S 88°23'01" E, AND A CHORD DISTANCE OF 391.30 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;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, S 81°40'59" E, A DISTANCE OF 99.27 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE RIGHT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, 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 36°40'59" 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;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, S 08°19'01" W, A DISTANCE OF 93.32 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, S 81°40'59" E, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, S 08°19'01" W, A DISTANCE OF 17.33 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 118.569-ACRE TRACT, S 64°51'23" E, A DISTANCE OF 1,170.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.373 ACRES OF LAND, MORE OR LESS.

FINAL PLAT COTTONWOOD PHASE 6

A SUBDIVISION OF 36.373 ACRES OF LAND
LOCATED IN THE WILLIAM GATLIN SURVEY,
ABSTRACT NO. 271 AND THE JAMES HICKMAN
SURVEY, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS



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. 10194480

SHEET 3 OF 4

STATE OF CALIFORNIA §
COUNTY OF VENTURA §

KNOW ALL MEN BY THESE PRESENTS:

THAT KIW-HS LOT OPTION POOL D1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH STEVEN C. PORATH, AUTHORIZED PERSON, BEING THE OWNER OF A CALLED 118.569 ACRES (TRACT 1) OF LAND AND A CALLED 65.402 ACRES (TRACT 2) AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023104556 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OUT OF THE WILLIAM GATLIN SURVEY A-271, AND THE JAMES HICKMAN SURVEY, A-291, WILLIAMSON COUNTY, TEXAS DOES HEREBY SUBDIVIDE SAID 36.373 ACRES OF LAND IN ACCORDANCE WITH THE PLAN SHOWN HEREON, TO BE KNOWN AS:

COTTONWOOD PHASE 6

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 30 DAY OF OCTOBER, 2024 A.D.

KIW-HS LOT OPTION POOL D1, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: HEARTHSTONE, INC.,
A CALIFORNIA CORPORATION,
ITS SOLE MEMBER MANAGER

BY: Scpm
STEVEN C. PORATH
AUTHORIZED PERSON

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON Oct. 30, 2024 BEFORE ME, Karen Stornace, Notary Public
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Steven C. Porath
WHO PROMISED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Karen Stornace (SEAL)



I, STACY MULHOLLAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Stacy Mulholland
STACY MULHOLLAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 146417
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

10/23/2024
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 PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL OR THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION IN AUGUST 2019.

Dion P. Albertson
DION P. ALBERTSON, R.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

10/23/24
DATE



FINAL PLAT
COTTONWOOD PHASE 6

A SUBDIVISION OF 36.373 ACRES OF LAND
LOCATED IN THE WILLIAM GATLIN SURVEY,
ABSTRACT NO. 271 AND THE JAMES HICKMAN
SURVEY, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99999025
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 THE AMENDED PUD 0-19-11-21-BB
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 - 103.6.2)
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 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.
14. FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE PER CDMR NO. 15-06-43860 AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
15. 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 3/8" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. 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.
18. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
19. ALL DRAINAGE LOTS, OPEN SPACE LOTS, AND AMENITY LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
20. THIS SUBDIVISION IS ZONED PUD 0-19-11-21-BB.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
22. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 75%.
23. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
25. FINISH FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING 100-YEAR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YEAR FLOODPLAIN OR 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.
26. NO DIRECT VEHICULAR ACCESS FROM FM 1660.
27. THIS PROPERTY IS SUBJECT TO TRANSPORTATION IMPACT FEE (TIF) BASED ON ORDINANCE 2021-041

PLANNING AND ZONING COMMISSION CHAIR:

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE 8th DAY OF NOVEMBER 2024.

Bryan Lee
BRYAN LEE
PLANNING AND ZONING COMMISSION CHAIR

12/3/24
DATE

CITY DEVELOPMENT SERVICES:

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS 11 DAY OF DECEMBER, 2024.

Ashley Bailey
ASHLEY BAILEY, DEVELOPMENT SERVICES DIRECTOR

12/11/24
DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 18th DAY OF DECEMBER, 2024 A.D., AT 3:30 O'CLOCK P.M. AND DULY RECORDED ON THE 10th DAY OF DECEMBER, 2024 A.D., AT 5:50 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 202400503

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

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

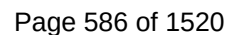
BY: Nancy E. Rister, Deputy
DEPUTY

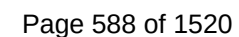


BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-901-3500 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194480

SHEET 4 OF 4

EXHIBIT Q-3 – PHASE 7 PRELIMINARY PLAT





	LOT AREA TAX
--	--------------

LOT AREA TABLE			
Lot	Block	SQ. FT.	TyE
12	PP	8,400	N
13	PP	8,400	N
14	PP	8,400	N
15	PP	8,400	N
16	PP	8,400	N
17	PP	8,400	N
18	PP	8,400	N
19	PP	8,400	N
20	PP	8,315	N
21	PP	14,800	N
22	PP	12,178	N
23	PP	8,312	N
24	PP	8,400	N
25	PP	8,400	N
26	PP	8,400	N
27	PP	8,400	N
28	PP	8,538	N
29	PP	12,693	N
30	PP	8,395	N
31	PP	8,400	N
32	PP	8,400	N
33	PP	8,400	N

29	PP	12,693	R
30	PP	8,335	R
31	PP	8,400	R
32	PP	8,400	R
33	PP	8,400	R
34	PP	8,400	R
35	PP	8,400	R
36	PP	8,400	R
37	PP	9,552	R
40	PP	8,250	R
42	PP	8,253	R
43	PP	8,222	R
43	PP	6,954	R
44	PP	12,299	R
45	PP	8,773	R
46	PP	7,021	R
47	PP	8,222	R
48	PP	7,587	R

LOT	BLK	SQ. FT.	TYPE
1	100	8,858	R
2	100	8,903	R
3	100	7,452	R
4	100	8,982	R
5	100	8,000	R
6	100	8,000	R
7	100	8,000	R
8	100	8,000	R

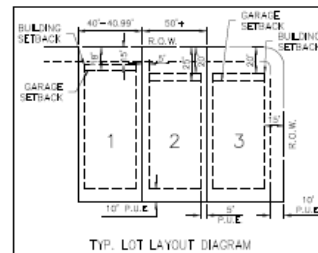
32	PPP	8,400	¥
36	PPP	8,400	¥
37	PPP	9,532	¥
40	PPP	8,250	¥
41	PPP	8,253	¥
42	PPP	8,222	¥
43	PPP	8,934	¥
44	PPP	12,255	¥
45	PPP	8,773	¥
46	PPP	7,021	¥
47	PPP	8,222	¥
48	PPP	7,587	¥
49	PPP	7,572	¥
50	PPP	8,894	¥
51	PPP	8,745	¥
52	PPP	7,529	¥
53	PPP	7,320	¥
54	PPP	5,881	¥

CURVE DATA						
NUMBER	FACE	CLT. AREA	CLT. PERIM	CLT. LENGTH	PERIM	PERIM/CLTAREA
002	223.020	0598.27	8.094	8.8023227	8.094	8.094
003	228.047	9132.00	49.091	5.7057138	49.091	49.091
004	183.007	8126.95	66.891	5.7787132	66.891	66.891
005	183.007	4012.027	47.434	5.8221138	47.434	47.434
006	183.007	5621.00	36.891	5.7747132	36.891	36.891
007	80.007	10717.00	132.307	5.6757132	132.307	132.307
008	80.007	20350.00	150.307	5.3055134	150.307	150.307
009	475.020	7424.47	63.894	5.4914227	63.894	63.894
010	475.020	8321.17	76.094	5.1708132	76.094	76.094
011	475.020	2471.32	51.707	5.8221138	51.707	51.707
012	50.007	10357.02	84.02	5.6757132	84.02	84.02
013	50.007	5621.00	76.891	5.7747132	76.891	76.891
014	15.007	26403.00	92.307	5.6757132	92.307	92.307
015	15.007	6347.00	7.181	5.7818132	7.181	7.181
016	80.007	48930.00	49.091	5.6757132	49.091	49.091
017	50.007	41703.00	35.091	5.6757132	35.091	35.091
018	50.007	52343.47	54.171	5.6757132	54.171	54.171
019	50.007	18740.00	14.702	5.8221138	14.702	14.702
020	175.020	10717.00	132.307	5.6757132	132.307	132.307
021	175.020	26403.00	92.307	5.6757132	92.307	92.307
022	228.047	7777.37	52.407	5.8221138	52.407	52.407
023	475.020	7408.00	64.802	5.7007132	64.802	64.802
024	50.007	18742.00	9.37	5.8221138	9.37	9.37
025	50.007	50735.00	44.101	5.6757132	44.101	44.101
026	50.007	30715.00	33.301	5.6757132	33.301	33.301
027	50.007	49374.00	33.301	5.6757132	33.301	33.301
028	50.007	77574.00	33.301	5.6757132	33.301	33.301
029	475.020	13070.00	4.377	5.8221138	4.377	4.377
030	175.020	7407.00	23.701	5.6814132	23.701	23.701
031	175.020	8301.00	13.001	5.7450132	13.001	13.001
032	50.007	18740.11	14.101	5.7818132	14.101	14.101
033	50.007	137146.00	49.091	5.6757132	49.091	49.091
034	50.007	49374.00	33.301	5.6757132	33.301	33.301
035	50.007	49374.00	33.301	5.6757132	33.301	33.301
036	50.007	49374.00	33.301	5.6757132	33.301	33.301
037	50.007	49374.00	33.301	5.6757132	33.301	33.301
038	50.007	49374.00	33.301	5.6757132	33.301	33.301
039	50.007	49374.00	33.301	5.6757132	33.301	33.301
040	50.007	49374.00	33.301	5.6757132	33.301	33.301
041	50.007	49374.00	33.301	5.6757132	33.301	33.301
042	50.007	49374.00	33.301	5.6757132	33.301	33.301
043	50.007	49374.00	33.301	5.6757132	33.301	33.301
044	50.007	49374.00	33.301	5.6757132	33.301	33.301

LINE DATA		
LINE NO.	LINE CODE	LINE PRICE
L01	93303295W	159.75
L02	93304163E	33.80
L03	93304545E	508.17
L04	93304570W	60.50
L05	93304649E	31.60
L06	93304704W	933.97
L07	93304804E	1.14
L08	93304827W	75.38
L09	93304938E	39.88
L10	93305038W	28.50
L11	93305101E	63.38
L12	93305140E	78.50
L13	93305193W	62.72
L14	93305221E	45.87
L15	93305279W	27.94
L16	93305345W	43.82
L17	93305406W	215.00
L18	93305456W	306.30
L19	93305476W	210.38
L20	93305502E	30.00

MINIMUM FINISHED FLOOR ELEVATIONS			
BLOCK	LOT	SFE	MIN. FFE
PP	12	@16.3	@16.3
PP	13	@16.2	@16.2
PP	14	@16.0	@16.0
PP	15	@15.2	@17.2
PP	16	@14.9	@15.9
PP	17	@14.8	@16.8
PP	18	@14.5	@15.5
PP	19	@14.4	@16.4
PP	20	@14.3	@16.3
PP	21	@13.0	@15.0

STREET NAMES				
STREET	R.O.W. WIDTH	CENTRAL LANE WIDTH	TOTAL LANE WIDTH	STREET CLASSIFICATION
BRAHMAN LOOP	50 FT	6,141 FT	5'	LOCAL
CARROLL DRIVE	50 FT	957 FT	5'	LOCAL
CORNINGE AVENUE	50 FT	1,804 FT	5'	LOCAL
GOODWOOD STREET	50 FT	870 FT	5'	LOCAL
GREENWAY DRIVE	50 FT	1,424 FT	5'	LOCAL
MILLBURN STREET	50 FT	294 FT	5'	LOCAL
NATIONAL AVENUE	50 FT	315 FT	5'	LOCAL
TOTAL LANE FEET		6,691 FT		



BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10109500

SHEET 6 OF 8

Page 591 of 1520

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENAR HOMES OF TEXAS LAND AND CONSTRUCTION, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH NEW FLAHER, VICE PRESIDENT OF LAND DEVELOPMENT, BEING THE OWNER OF THE DEVISED; A CALLED 130.141 ACRES OF LAND CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201904719, AND THAT KAH-HO LOT OPTION POOL, ON, LLC, BEING THE OWNER OF PORTIONS OF A CALLED 118.569 ACRES TRACT OF LAND (TRACT 1) AND A CALLED 65.402 ACRES TRACT OF LAND (TRACT 2) BOTH CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020104056, ALL OF THE SPECIAL PLAT; RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OUT OF THE WILLIAM GATLIN SURVEY A-271, WILLIAMSON COUNTY AND THE JAMES HICKMAN SURVEY, A-291, TEXAS DO HEREBY SUBMITTEE SAID 140.409 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREIN, TO BE KNOWN AS:

COTTONWOOD PHASE 7

AND HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREIN, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

NEW FLAHER, VICE PRESIDENT OF LAND DEVELOPMENT,
LENAR HOMES OF TEXAS LAND AND CONSTRUCTION, L.P.,
13620 NORTH FM. 620
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78717

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NEW FLAHER, 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.

NOTARY PUBLIC, STATE OF _____

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

KAH-HO LOT OPTION POOL, ON, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: HEARTHTHINE, INC.,
A CALIFORNIA CORPORATION,
ITS SOLE MEMBER MANAGER

BY: STEVEN C. PORATH
AUTHORIZED PERSON

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ (INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED _____ AND PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIM/HER/OTHER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ (SEAL)

FINAL PLAT COTTONWOOD PHASE 7

A SUBDIVISION OF 140.409 ACRES OF LAND
LOCATED IN THE WILLIAM GATLIN SURVEY,
ABSTRACT NO. 271 AND THE JAMES HICKMAN
SURVEY, ABSTRACT NO. 291
WILLIAMSON COUNTY, TEXAS

I, RICHARD PHAM, 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.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED ON, OR AS, OR BECOME A PART OF, ANY PUBLIC RECORD OR AS A FINAL SURVEY DOCUMENT.

RICHARD PHAM, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 142275
BCE, INC.
101 W. LOUISIANA BLVD., SUITE 400
AUSTIN, TX 78728

DATE _____

I, DEIN 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 HAS BEEN PREPARED FROM AN ACTUAL SURVEY OF THE PRESENTLY UNDEVELOPED MY SUPERVISION IN AUGUST 2018.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED ON, OR AS, OR BECOME A PART OF, ANY PUBLIC RECORD OR AS A FINAL SURVEY DOCUMENT.

DEIN P. ALBERTSON, S.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BCE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

DATE _____

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83, COMBINED SCALE FACTOR = 0.999991025.
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 THE AMENDED PUD.
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 FIVE LANE DEDICATE IS REQUIRED. (2018 IPC APPENDIX D SEC. 103.6 - 103.6.2)
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. SIDEWALKS SHALL BE ON BOTH SIDES ALONG ALL STREETS WITHIN THIS SUBDIVISION IN CONFORMANCE WITH THE PUD, AS AMENDED.
9. TREES SHALL BE ON BOTH SIDES ALONG ALL STREETS WITHIN THIS SUBDIVISION IN CONFORMANCE WITH THE PUD, AS AMENDED.
10. AN ANTENNA FENCE SHALL BE CONSTRUCTED ALONG FM 1680 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 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.
14. FLOODPLAIN BOUNDARIES SHOWN HEREIN ARE APPROXIMATE PER FLOOD NO. 15-05-4356C AND ARE NOT DEDICATED AS A RESULT OF AN ON THE GROUND SURVEY.
15. 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 3" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE AS AMENDED, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES EXCEPT AS SPECIFICALLY NOTED IN THE MEADOWS AT COTTONWOOD CREEK PUD.
17. ON-SITE STORMWATER RETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
18. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
19. ALL DRAINAGE EASEMENTS, OPEN SPACE LOTS, AND AMENITY LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, UNLESS OTHERWISE NOTED.
20. THIS SUBDIVISION IS ZONED PUD 19-11-21-80.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.

22. THE MAXIMUM ALLOWABLE COVERAGE FOR RESIDENTIAL LOTS IS 75%.

23. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: BGE
GAS: AT&T

24. ENCROACHMENTS ARE PROHIBITED, INCLUDING ALL NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IN THE ADOPTED REGULATORY FLOODWAY UNLESS INCORPORATED AND MINORALLY ADJUSTED. PRIOR TO THE PROPOSED ENCROACHMENT, THE CITY OF HUTTO WILL REVIEW THE PROPOSED ENCROACHMENT IN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

25. DEVELOPMENT STANDARDS FOR THE SUBDIVISION SHALL COMPLY WITH THE MEADOWS AT COTTONWOOD CREEK PUD.

26. ALL WATER AND WASTEWATER SYSTEMS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF HUTTO UTILITY DESIGN CRITERIA MANUAL, CITY OF HUTTO STANDARD DETAILS, AND TIES DESIGN CRITERIA IN THE TEXAS ADMINISTRATIVE CODE, AS AMENDED.

27. WATER AND WASTEWATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GERRYSTOWN SPECIFICATIONS AND CITY OF HUTTO STANDARD DETAILS.

28. WHERE A CITY OF HUTTO DETAIL DOES NOT EXIST, USE THE APPLICABLE GERRYSTOWN DETAIL.

29. IF THERE IS A CONFLICT BETWEEN HUTTO CITY ORDINANCE AND MANUAL CONTENT, HUTTO ORDINANCES WILL PREVAIL.

30. FINISHED FLOOR ELEVATION FOR RESIDENTIAL LOTS ADJACENT TO THE PROPOSED/EXISTING PONDS, PROPOSED/EXISTING CHANNELS OR EXISTING 100-YR FLOODPLAIN SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 100-YEAR FLOODPLAIN OR 100-YEAR WATER SURFACE ELEVATION, WHICHEVER IS GREATER.

31. LOT 63 BLOCK PP, TO BE DEDICATED AND CONVEYED BY DEED, SHALL BE OWNED AND MAINTAINED BY THE CITY OF HUTTO.

32. LOT 63 BLOCK PP SHALL BE OWNED AND MAINTAINED BY THE HOA.

PLANNING AND ZONING COMMISSION CHAIR:

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE ____ DAY OF _____, 20____.

RICHARD HUDSON, PLANNING CHAIR

DATE _____

CITY DEVELOPMENT SERVICES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF HUTTO, THIS THE ____ DAY OF _____, 20____.

JOHN BYRUM, PLANNING CHAIR

DATE _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, NANCY RUTHER, 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 ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GERRYSTOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RUTHER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
CLERK



BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-2600 • www.bgeinc.com
TSPELS Registration No. F-1046
TSPELS Licensed Surveying Firm No. 10108500

SHEET 8 of 8

EXHIBIT R – LOT TYPE CLASSIFICATION MAP

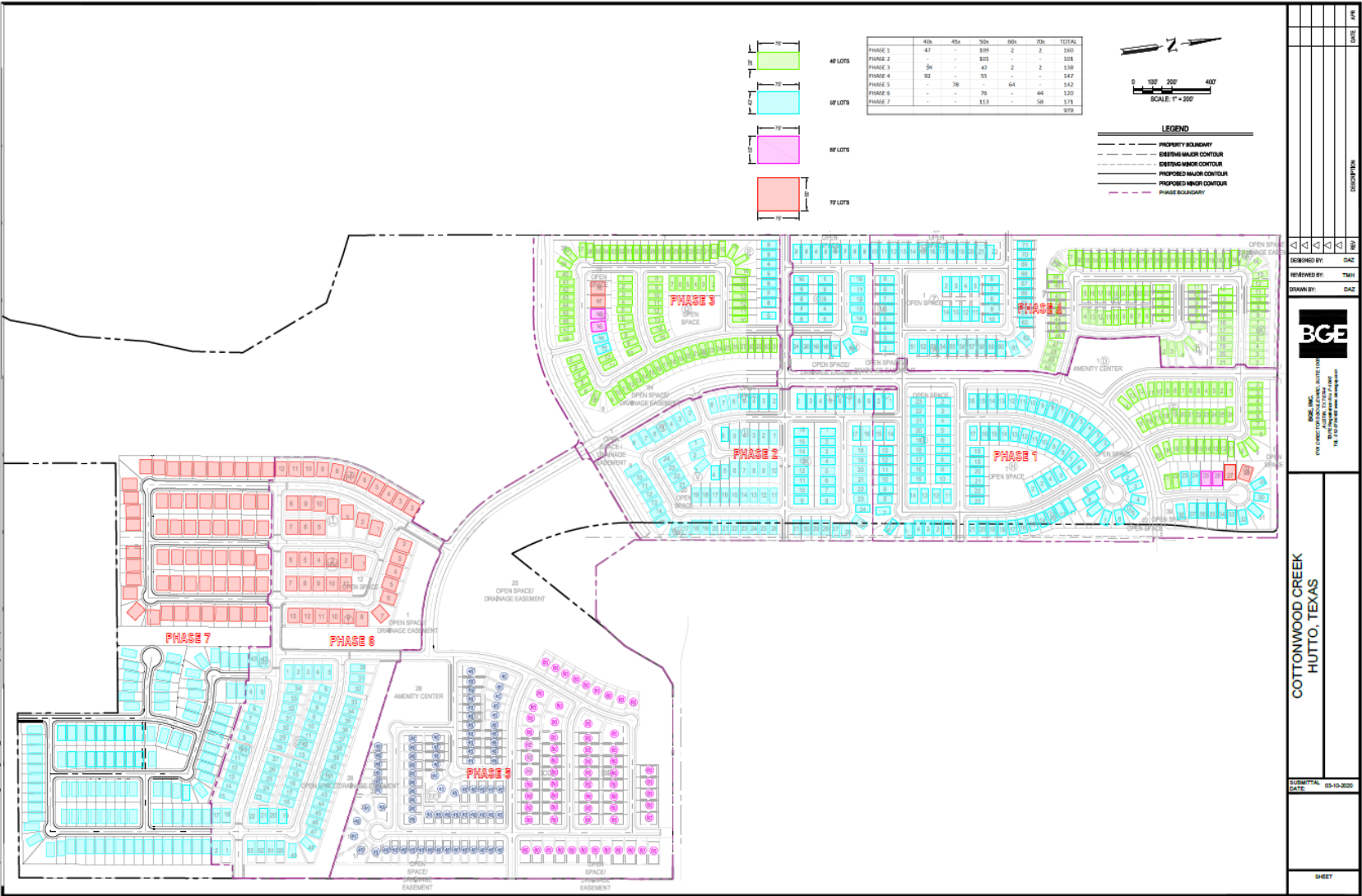


EXHIBIT S – BUYER DISCLOSURES

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
- Improvement Area #2
 - Lot Type 4
 - Lot Type 5
 - Lot Type 6
 - Lot Type 7
- Improvement Area #3
 - Lot Type 8
 - Lot Type 9
 - Initial Parcel R020594
 - Initial Parcel R020576

COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
- LOT TYPE 1 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$14,286.75

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #1 - Lot Type 1 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest^[a]	Additional Interest	Annual Collection Costs	Annual Installment^[b]
2027	\$ 358.43	\$ 529.72	\$ 71.43	\$ 64.03	\$ 1,023.60
2028	\$ 371.00	\$ 518.52	\$ 69.64	\$ 62.90	\$ 1,022.06
2029	\$ 383.58	\$ 506.92	\$ 67.79	\$ 64.16	\$ 1,022.45
2030	\$ 396.16	\$ 494.93	\$ 65.87	\$ 65.44	\$ 1,022.40
2031	\$ 408.73	\$ 482.56	\$ 63.89	\$ 66.75	\$ 1,021.93
2032	\$ 421.31	\$ 469.78	\$ 61.84	\$ 68.09	\$ 1,021.02
2033	\$ 437.03	\$ 455.04	\$ 59.74	\$ 69.45	\$ 1,021.25
2034	\$ 454.32	\$ 439.74	\$ 57.55	\$ 70.84	\$ 1,022.45
2035	\$ 470.04	\$ 423.84	\$ 55.28	\$ 72.25	\$ 1,021.42
2036	\$ 487.33	\$ 407.39	\$ 52.93	\$ 73.70	\$ 1,021.35
2037	\$ 506.20	\$ 390.33	\$ 50.49	\$ 75.17	\$ 1,022.20
2038	\$ 525.06	\$ 372.61	\$ 47.96	\$ 76.68	\$ 1,022.32
2039	\$ 543.93	\$ 354.24	\$ 45.34	\$ 78.21	\$ 1,021.71
2040	\$ 564.36	\$ 335.20	\$ 42.62	\$ 79.77	\$ 1,021.96
2041	\$ 584.80	\$ 315.45	\$ 39.80	\$ 81.37	\$ 1,021.41
2042	\$ 606.81	\$ 294.98	\$ 36.87	\$ 83.00	\$ 1,021.66
2043	\$ 633.53	\$ 270.71	\$ 33.84	\$ 84.66	\$ 1,022.74
2044	\$ 660.26	\$ 245.36	\$ 30.67	\$ 86.35	\$ 1,022.64
2045	\$ 686.98	\$ 218.95	\$ 27.37	\$ 88.08	\$ 1,021.39
2046	\$ 716.85	\$ 191.48	\$ 23.93	\$ 89.84	\$ 1,022.10
2047	\$ 746.72	\$ 162.80	\$ 20.35	\$ 91.64	\$ 1,021.51
2048	\$ 779.73	\$ 132.93	\$ 16.62	\$ 93.47	\$ 1,022.75
2049	\$ 812.75	\$ 101.74	\$ 12.72	\$ 95.34	\$ 1,022.55
2050	\$ 847.33	\$ 69.23	\$ 8.65	\$ 97.24	\$ 1,022.46
2051	\$ 883.49	\$ 35.34	\$ 4.42	\$ 99.19	\$ 1,022.44
Total	\$ 14,286.75	\$ 8,219.79	\$ 1,067.62	\$ 1,977.61	\$ 25,551.76

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 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$18,252.47

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #1 - Lot Type 2 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest^[a]	Additional Interest	Annual Collection Costs	Annual Installment^[b]
2027	\$ 457.92	\$ 676.76	\$ 91.26	\$ 81.80	\$ 1,307.73
2028	\$ 473.99	\$ 662.45	\$ 88.97	\$ 80.36	\$ 1,305.77
2029	\$ 490.05	\$ 647.63	\$ 86.60	\$ 81.97	\$ 1,306.26
2030	\$ 506.12	\$ 632.32	\$ 84.15	\$ 83.61	\$ 1,306.20
2031	\$ 522.19	\$ 616.50	\$ 81.62	\$ 85.28	\$ 1,305.59
2032	\$ 538.25	\$ 600.18	\$ 79.01	\$ 86.99	\$ 1,304.44
2033	\$ 558.34	\$ 581.35	\$ 76.32	\$ 88.73	\$ 1,304.73
2034	\$ 580.43	\$ 561.80	\$ 73.53	\$ 90.50	\$ 1,306.26
2035	\$ 600.52	\$ 541.49	\$ 70.63	\$ 92.31	\$ 1,304.94
2036	\$ 622.61	\$ 520.47	\$ 67.62	\$ 94.16	\$ 1,304.86
2037	\$ 646.71	\$ 498.68	\$ 64.51	\$ 96.04	\$ 1,305.94
2038	\$ 670.81	\$ 476.04	\$ 61.28	\$ 97.96	\$ 1,306.09
2039	\$ 694.91	\$ 452.57	\$ 57.92	\$ 99.92	\$ 1,305.32
2040	\$ 721.02	\$ 428.24	\$ 54.45	\$ 101.92	\$ 1,305.63
2041	\$ 747.13	\$ 403.01	\$ 50.84	\$ 103.96	\$ 1,304.94
2042	\$ 775.25	\$ 376.86	\$ 47.11	\$ 106.04	\$ 1,305.25
2043	\$ 809.39	\$ 345.85	\$ 43.23	\$ 108.16	\$ 1,306.63
2044	\$ 843.53	\$ 313.47	\$ 39.18	\$ 110.32	\$ 1,306.51
2045	\$ 877.68	\$ 279.73	\$ 34.97	\$ 112.53	\$ 1,304.90
2046	\$ 915.84	\$ 244.62	\$ 30.58	\$ 114.78	\$ 1,305.82
2047	\$ 954.00	\$ 207.99	\$ 26.00	\$ 117.07	\$ 1,305.06
2048	\$ 996.17	\$ 169.83	\$ 21.23	\$ 119.41	\$ 1,306.65
2049	\$ 1,038.35	\$ 129.98	\$ 16.25	\$ 121.80	\$ 1,306.38
2050	\$ 1,082.54	\$ 88.45	\$ 11.06	\$ 124.24	\$ 1,306.28
2051	\$ 1,128.73	\$ 45.15	\$ 5.64	\$ 126.72	\$ 1,306.24
Total	\$ 18,252.47	\$ 10,501.43	\$ 1,363.96	\$ 2,526.55	\$ 32,644.42

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 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$22,624.92

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #1 - Lot Type 3 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest^[a]	Additional Interest	Annual Collection Costs	Annual Installment^[b]
2027	\$ 567.61	\$ 838.87	\$ 113.12	\$ 101.39	\$ 1,621.01
2028	\$ 587.53	\$ 821.14	\$ 110.29	\$ 99.61	\$ 1,618.57
2029	\$ 607.45	\$ 802.78	\$ 107.35	\$ 101.61	\$ 1,619.18
2030	\$ 627.36	\$ 783.79	\$ 104.31	\$ 103.64	\$ 1,619.11
2031	\$ 647.28	\$ 764.19	\$ 101.17	\$ 105.71	\$ 1,618.35
2032	\$ 667.20	\$ 743.96	\$ 97.94	\$ 107.82	\$ 1,616.92
2033	\$ 692.09	\$ 720.61	\$ 94.60	\$ 109.98	\$ 1,617.28
2034	\$ 719.48	\$ 696.39	\$ 91.14	\$ 112.18	\$ 1,619.18
2035	\$ 744.37	\$ 671.20	\$ 87.54	\$ 114.42	\$ 1,617.54
2036	\$ 771.76	\$ 645.15	\$ 83.82	\$ 116.71	\$ 1,617.44
2037	\$ 801.63	\$ 618.14	\$ 79.96	\$ 119.05	\$ 1,618.78
2038	\$ 831.51	\$ 590.08	\$ 75.96	\$ 121.43	\$ 1,618.97
2039	\$ 861.38	\$ 560.98	\$ 71.80	\$ 123.86	\$ 1,618.01
2040	\$ 893.74	\$ 530.83	\$ 67.49	\$ 126.33	\$ 1,618.40
2041	\$ 926.11	\$ 499.55	\$ 63.02	\$ 128.86	\$ 1,617.54
2042	\$ 960.96	\$ 467.14	\$ 58.39	\$ 131.44	\$ 1,617.93
2043	\$ 1,003.28	\$ 428.70	\$ 53.59	\$ 134.07	\$ 1,619.64
2044	\$ 1,045.61	\$ 388.57	\$ 48.57	\$ 136.75	\$ 1,619.49
2045	\$ 1,087.93	\$ 346.74	\$ 43.34	\$ 139.48	\$ 1,617.50
2046	\$ 1,135.23	\$ 303.23	\$ 37.90	\$ 142.27	\$ 1,618.63
2047	\$ 1,182.53	\$ 257.82	\$ 32.23	\$ 145.12	\$ 1,617.69
2048	\$ 1,234.81	\$ 210.52	\$ 26.31	\$ 148.02	\$ 1,619.66
2049	\$ 1,287.09	\$ 161.12	\$ 20.14	\$ 150.98	\$ 1,619.33
2050	\$ 1,341.86	\$ 109.64	\$ 13.70	\$ 154.00	\$ 1,619.20
2051	\$ 1,399.12	\$ 55.96	\$ 7.00	\$ 157.08	\$ 1,619.16
Total	\$ 22,624.92	\$ 13,017.10	\$ 1,690.71	\$ 3,131.80	\$ 40,464.53

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 DUPLEX HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE DUPLEX PRINCIPAL ASSESSMENT: \$25,421.26

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #1 - Lot Type Duplex Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 637.77	\$ 942.56	\$ 127.11	\$ 113.93	\$ 1,821.36
2028	\$ 660.15	\$ 922.63	\$ 123.92	\$ 111.92	\$ 1,818.61
2029	\$ 682.53	\$ 902.00	\$ 120.62	\$ 114.16	\$ 1,819.30
2030	\$ 704.90	\$ 880.67	\$ 117.20	\$ 116.45	\$ 1,819.22
2031	\$ 727.28	\$ 858.64	\$ 113.68	\$ 118.78	\$ 1,818.37
2032	\$ 749.66	\$ 835.91	\$ 110.04	\$ 121.15	\$ 1,816.76
2033	\$ 777.63	\$ 809.67	\$ 106.29	\$ 123.57	\$ 1,817.17
2034	\$ 808.40	\$ 782.46	\$ 102.41	\$ 126.05	\$ 1,819.31
2035	\$ 836.37	\$ 754.16	\$ 98.36	\$ 128.57	\$ 1,817.47
2036	\$ 867.14	\$ 724.89	\$ 94.18	\$ 131.14	\$ 1,817.35
2037	\$ 900.71	\$ 694.54	\$ 89.85	\$ 133.76	\$ 1,818.86
2038	\$ 934.28	\$ 663.01	\$ 85.34	\$ 136.44	\$ 1,819.07
2039	\$ 967.84	\$ 630.31	\$ 80.67	\$ 139.16	\$ 1,817.99
2040	\$ 1,004.21	\$ 596.44	\$ 75.83	\$ 141.95	\$ 1,818.43
2041	\$ 1,040.57	\$ 561.29	\$ 70.81	\$ 144.79	\$ 1,817.46
2042	\$ 1,079.73	\$ 524.87	\$ 65.61	\$ 147.68	\$ 1,817.90
2043	\$ 1,127.29	\$ 481.68	\$ 60.21	\$ 150.64	\$ 1,819.82
2044	\$ 1,174.84	\$ 436.59	\$ 54.57	\$ 153.65	\$ 1,819.65
2045	\$ 1,222.39	\$ 389.60	\$ 48.70	\$ 156.72	\$ 1,817.41
2046	\$ 1,275.54	\$ 340.70	\$ 42.59	\$ 159.86	\$ 1,818.69
2047	\$ 1,328.69	\$ 289.68	\$ 36.21	\$ 163.05	\$ 1,817.63
2048	\$ 1,387.43	\$ 236.53	\$ 29.57	\$ 166.31	\$ 1,819.84
2049	\$ 1,446.17	\$ 181.04	\$ 22.63	\$ 169.64	\$ 1,819.48
2050	\$ 1,507.71	\$ 123.19	\$ 15.40	\$ 173.03	\$ 1,819.33
2051	\$ 1,572.05	\$ 62.88	\$ 7.86	\$ 176.49	\$ 1,819.28
Total	\$ 25,421.26	\$ 14,625.95	\$ 1,899.67	\$ 3,518.88	\$ 45,465.77

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
#2 - LOT TYPE 4 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$22,815.53

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #2 - Lot Type 4 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 369.55	\$ 1,174.47	\$ 114.08	\$ 151.77	\$ 1,809.87
2028	\$ 383.91	\$ 1,159.23	\$ 112.23	\$ 149.32	\$ 1,804.68
2029	\$ 398.26	\$ 1,143.39	\$ 110.31	\$ 152.30	\$ 1,804.26
2030	\$ 416.20	\$ 1,126.96	\$ 108.32	\$ 155.35	\$ 1,806.83
2031	\$ 434.14	\$ 1,109.80	\$ 106.24	\$ 158.46	\$ 1,808.63
2032	\$ 452.08	\$ 1,091.89	\$ 104.07	\$ 161.62	\$ 1,809.66
2033	\$ 470.02	\$ 1,073.24	\$ 101.81	\$ 164.86	\$ 1,809.92
2034	\$ 495.13	\$ 1,049.15	\$ 99.46	\$ 168.15	\$ 1,811.89
2035	\$ 520.25	\$ 1,023.77	\$ 96.98	\$ 171.52	\$ 1,812.52
2036	\$ 548.95	\$ 997.11	\$ 94.38	\$ 174.95	\$ 1,815.39
2037	\$ 577.65	\$ 968.98	\$ 91.64	\$ 178.45	\$ 1,816.71
2038	\$ 606.36	\$ 939.37	\$ 88.75	\$ 182.02	\$ 1,816.49
2039	\$ 638.65	\$ 908.30	\$ 85.72	\$ 185.66	\$ 1,818.32
2040	\$ 674.53	\$ 875.57	\$ 82.52	\$ 189.37	\$ 1,821.99
2041	\$ 710.41	\$ 841.00	\$ 79.15	\$ 193.16	\$ 1,823.71
2042	\$ 746.29	\$ 804.59	\$ 75.60	\$ 197.02	\$ 1,823.49
2043	\$ 785.75	\$ 766.34	\$ 71.87	\$ 200.96	\$ 1,824.92
2044	\$ 828.81	\$ 726.07	\$ 67.94	\$ 204.98	\$ 1,827.80
2045	\$ 871.86	\$ 683.60	\$ 63.79	\$ 209.08	\$ 1,828.33
2046	\$ 918.51	\$ 638.91	\$ 59.43	\$ 213.26	\$ 1,830.11
2047	\$ 968.74	\$ 589.54	\$ 54.84	\$ 217.53	\$ 1,830.65
2048	\$ 1,022.55	\$ 537.47	\$ 50.00	\$ 221.88	\$ 1,831.90
2049	\$ 1,083.55	\$ 482.51	\$ 44.88	\$ 226.31	\$ 1,837.26
2050	\$ 1,140.96	\$ 424.27	\$ 39.47	\$ 230.84	\$ 1,835.53
2051	\$ 1,205.54	\$ 362.94	\$ 33.76	\$ 235.46	\$ 1,837.70
2052	\$ 1,273.71	\$ 298.15	\$ 27.73	\$ 240.17	\$ 1,839.76
2053	\$ 1,345.47	\$ 229.68	\$ 21.37	\$ 244.97	\$ 1,841.49
2054	\$ 1,424.40	\$ 157.37	\$ 14.64	\$ 249.87	\$ 1,846.27
2055	\$ 1,503.34	\$ 80.80	\$ 7.52	\$ 254.87	\$ 1,846.52
Total	\$ 22,815.53	\$ 22,264.48	\$ 2,108.47	\$ 5,684.11	\$ 52,872.60

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
#2 - LOT TYPE 5 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$23,281.73

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #2 - Lot Type 5 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 377.11	\$ 1,198.47	\$ 116.41	\$ 154.87	\$ 1,846.86
2028	\$ 391.75	\$ 1,182.91	\$ 114.52	\$ 152.37	\$ 1,841.56
2029	\$ 406.40	\$ 1,166.75	\$ 112.56	\$ 155.41	\$ 1,841.13
2030	\$ 424.70	\$ 1,149.99	\$ 110.53	\$ 158.52	\$ 1,843.75
2031	\$ 443.01	\$ 1,132.47	\$ 108.41	\$ 161.69	\$ 1,845.58
2032	\$ 461.31	\$ 1,114.20	\$ 106.19	\$ 164.93	\$ 1,846.63
2033	\$ 479.62	\$ 1,095.17	\$ 103.89	\$ 168.23	\$ 1,846.90
2034	\$ 505.25	\$ 1,070.59	\$ 101.49	\$ 171.59	\$ 1,848.92
2035	\$ 530.88	\$ 1,044.69	\$ 98.96	\$ 175.02	\$ 1,849.56
2036	\$ 560.17	\$ 1,017.49	\$ 96.31	\$ 178.52	\$ 1,852.48
2037	\$ 589.46	\$ 988.78	\$ 93.51	\$ 182.09	\$ 1,853.84
2038	\$ 618.75	\$ 958.57	\$ 90.56	\$ 185.73	\$ 1,853.61
2039	\$ 651.70	\$ 926.86	\$ 87.47	\$ 189.45	\$ 1,855.47
2040	\$ 688.31	\$ 893.46	\$ 84.21	\$ 193.24	\$ 1,859.21
2041	\$ 724.92	\$ 858.18	\$ 80.77	\$ 197.10	\$ 1,860.97
2042	\$ 761.53	\$ 821.03	\$ 77.14	\$ 201.05	\$ 1,860.75
2043	\$ 801.81	\$ 782.00	\$ 73.33	\$ 205.07	\$ 1,862.21
2044	\$ 845.74	\$ 740.91	\$ 69.33	\$ 209.17	\$ 1,865.14
2045	\$ 889.68	\$ 697.56	\$ 65.10	\$ 213.35	\$ 1,865.69
2046	\$ 937.27	\$ 651.97	\$ 60.65	\$ 217.62	\$ 1,867.51
2047	\$ 988.53	\$ 601.59	\$ 55.96	\$ 221.97	\$ 1,868.05
2048	\$ 1,043.45	\$ 548.46	\$ 51.02	\$ 226.41	\$ 1,869.33
2049	\$ 1,105.69	\$ 492.37	\$ 45.80	\$ 230.94	\$ 1,874.80
2050	\$ 1,164.27	\$ 432.94	\$ 40.27	\$ 235.56	\$ 1,873.04
2051	\$ 1,230.17	\$ 370.36	\$ 34.45	\$ 240.27	\$ 1,875.25
2052	\$ 1,299.73	\$ 304.24	\$ 28.30	\$ 245.07	\$ 1,877.35
2053	\$ 1,372.96	\$ 234.38	\$ 21.80	\$ 249.97	\$ 1,879.11
2054	\$ 1,453.51	\$ 160.58	\$ 14.94	\$ 254.97	\$ 1,884.00
2055	\$ 1,534.05	\$ 82.46	\$ 7.67	\$ 260.07	\$ 1,884.25
Total	\$ 23,281.73	\$ 22,719.42	\$ 2,151.56	\$ 5,800.26	\$ 53,952.96

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
#2 - LOT TYPE 6 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$25,125.03

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #2 - Lot Type 6 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 406.96	\$ 1,293.36	\$ 125.63	\$ 167.13	\$ 1,993.08
2028	\$ 422.77	\$ 1,276.57	\$ 123.59	\$ 164.43	\$ 1,987.36
2029	\$ 438.57	\$ 1,259.13	\$ 121.48	\$ 167.72	\$ 1,986.90
2030	\$ 458.33	\$ 1,241.04	\$ 119.28	\$ 171.07	\$ 1,989.72
2031	\$ 478.08	\$ 1,222.13	\$ 116.99	\$ 174.50	\$ 1,991.70
2032	\$ 497.84	\$ 1,202.41	\$ 114.60	\$ 177.98	\$ 1,992.84
2033	\$ 517.59	\$ 1,181.88	\$ 112.11	\$ 181.54	\$ 1,993.13
2034	\$ 545.25	\$ 1,155.35	\$ 109.52	\$ 185.18	\$ 1,995.30
2035	\$ 572.91	\$ 1,127.41	\$ 106.80	\$ 188.88	\$ 1,995.99
2036	\$ 604.52	\$ 1,098.04	\$ 103.93	\$ 192.66	\$ 1,999.15
2037	\$ 636.13	\$ 1,067.06	\$ 100.91	\$ 196.51	\$ 2,000.61
2038	\$ 667.74	\$ 1,034.46	\$ 97.73	\$ 200.44	\$ 2,000.37
2039	\$ 703.30	\$ 1,000.24	\$ 94.39	\$ 204.45	\$ 2,002.38
2040	\$ 742.81	\$ 964.20	\$ 90.88	\$ 208.54	\$ 2,006.42
2041	\$ 782.32	\$ 926.13	\$ 87.16	\$ 212.71	\$ 2,008.31
2042	\$ 821.83	\$ 886.03	\$ 83.25	\$ 216.96	\$ 2,008.07
2043	\$ 865.29	\$ 843.91	\$ 79.14	\$ 221.30	\$ 2,009.65
2044	\$ 912.70	\$ 799.57	\$ 74.81	\$ 225.73	\$ 2,012.81
2045	\$ 960.12	\$ 752.79	\$ 70.25	\$ 230.24	\$ 2,013.40
2046	\$ 1,011.48	\$ 703.59	\$ 65.45	\$ 234.85	\$ 2,015.37
2047	\$ 1,066.80	\$ 649.22	\$ 60.39	\$ 239.54	\$ 2,015.95
2048	\$ 1,126.06	\$ 591.88	\$ 55.06	\$ 244.34	\$ 2,017.34
2049	\$ 1,193.23	\$ 531.35	\$ 49.43	\$ 249.22	\$ 2,023.24
2050	\$ 1,256.45	\$ 467.22	\$ 43.46	\$ 254.21	\$ 2,021.33
2051	\$ 1,327.57	\$ 399.68	\$ 37.18	\$ 259.29	\$ 2,023.72
2052	\$ 1,402.64	\$ 328.33	\$ 30.54	\$ 264.48	\$ 2,025.98
2053	\$ 1,481.66	\$ 252.93	\$ 23.53	\$ 269.77	\$ 2,027.89
2054	\$ 1,568.59	\$ 173.30	\$ 16.12	\$ 275.16	\$ 2,033.16
2055	\$ 1,655.51	\$ 88.98	\$ 8.28	\$ 280.66	\$ 2,033.44
Total	\$ 25,125.03	\$ 24,518.20	\$ 2,321.90	\$ 6,259.49	\$ 58,224.62

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
#2 - LOT TYPE 7 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$27,317.61

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #2 - Lot Type 7 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2027	\$ 442.48	\$ 1,406.22	\$ 136.59	\$ 181.72	\$ 2,167.01
2028	\$ 459.66	\$ 1,387.97	\$ 134.38	\$ 178.78	\$ 2,160.79
2029	\$ 476.84	\$ 1,369.01	\$ 132.08	\$ 182.36	\$ 2,160.29
2030	\$ 498.32	\$ 1,349.34	\$ 129.69	\$ 186.00	\$ 2,163.36
2031	\$ 519.80	\$ 1,328.79	\$ 127.20	\$ 189.72	\$ 2,165.51
2032	\$ 541.28	\$ 1,307.34	\$ 124.60	\$ 193.52	\$ 2,166.75
2033	\$ 562.76	\$ 1,285.02	\$ 121.90	\$ 197.39	\$ 2,167.06
2034	\$ 592.83	\$ 1,256.17	\$ 119.08	\$ 201.34	\$ 2,169.43
2035	\$ 622.91	\$ 1,225.79	\$ 116.12	\$ 205.36	\$ 2,170.18
2036	\$ 657.27	\$ 1,193.87	\$ 113.00	\$ 209.47	\$ 2,173.61
2037	\$ 691.64	\$ 1,160.18	\$ 109.72	\$ 213.66	\$ 2,175.20
2038	\$ 726.01	\$ 1,124.74	\$ 106.26	\$ 217.93	\$ 2,174.93
2039	\$ 764.67	\$ 1,087.53	\$ 102.63	\$ 222.29	\$ 2,177.12
2040	\$ 807.63	\$ 1,048.34	\$ 98.81	\$ 226.74	\$ 2,181.51
2041	\$ 850.59	\$ 1,006.95	\$ 94.77	\$ 231.27	\$ 2,183.57
2042	\$ 893.55	\$ 963.36	\$ 90.51	\$ 235.90	\$ 2,183.31
2043	\$ 940.80	\$ 917.56	\$ 86.05	\$ 240.61	\$ 2,185.02
2044	\$ 992.35	\$ 869.34	\$ 81.34	\$ 245.43	\$ 2,188.47
2045	\$ 1,043.90	\$ 818.49	\$ 76.38	\$ 250.34	\$ 2,189.11
2046	\$ 1,099.75	\$ 764.99	\$ 71.16	\$ 255.34	\$ 2,191.24
2047	\$ 1,159.89	\$ 705.88	\$ 65.66	\$ 260.45	\$ 2,191.88
2048	\$ 1,224.33	\$ 643.53	\$ 59.86	\$ 265.66	\$ 2,193.38
2049	\$ 1,297.36	\$ 577.72	\$ 53.74	\$ 270.97	\$ 2,199.80
2050	\$ 1,366.10	\$ 507.99	\$ 47.25	\$ 276.39	\$ 2,197.73
2051	\$ 1,443.42	\$ 434.56	\$ 40.42	\$ 281.92	\$ 2,200.33
2052	\$ 1,525.04	\$ 356.98	\$ 33.21	\$ 287.56	\$ 2,202.79
2053	\$ 1,610.96	\$ 275.01	\$ 25.58	\$ 293.31	\$ 2,204.86
2054	\$ 1,705.47	\$ 188.42	\$ 17.53	\$ 299.17	\$ 2,210.59
2055	\$ 1,799.98	\$ 96.75	\$ 9.00	\$ 305.16	\$ 2,210.89
Total	\$ 27,317.61	\$ 26,657.83	\$ 2,524.53	\$ 6,805.73	\$ 63,305.70

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
#3 - LOT TYPE 8 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 8 PRINCIPAL ASSESSMENT: \$18,375.70

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #3 - Lot Type 8 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 446.82	\$ -	\$ -	\$ -
2027	\$ 265.11	\$ 1,079.57	\$ 91.88	\$ 197.18	\$ 1,633.74
2028	\$ 276.16	\$ 1,064.00	\$ 90.55	\$ 201.12	\$ 1,631.83
2029	\$ 292.73	\$ 1,047.77	\$ 89.17	\$ 205.14	\$ 1,634.82
2030	\$ 303.78	\$ 1,030.57	\$ 87.71	\$ 209.25	\$ 1,631.31
2031	\$ 320.35	\$ 1,012.73	\$ 86.19	\$ 213.43	\$ 1,632.70
2032	\$ 336.92	\$ 993.91	\$ 84.59	\$ 217.70	\$ 1,633.11
2033	\$ 353.49	\$ 974.11	\$ 82.90	\$ 222.05	\$ 1,632.56
2034	\$ 370.05	\$ 953.35	\$ 81.14	\$ 226.50	\$ 1,631.03
2035	\$ 392.15	\$ 931.61	\$ 79.29	\$ 231.03	\$ 1,634.07
2036	\$ 414.24	\$ 908.57	\$ 77.32	\$ 235.65	\$ 1,635.78
2037	\$ 430.81	\$ 884.23	\$ 75.25	\$ 240.36	\$ 1,630.65
2038	\$ 458.43	\$ 858.92	\$ 73.10	\$ 245.17	\$ 1,635.61
2039	\$ 480.52	\$ 831.99	\$ 70.81	\$ 250.07	\$ 1,633.38
2040	\$ 508.13	\$ 803.76	\$ 68.40	\$ 255.07	\$ 1,635.37
2041	\$ 535.75	\$ 773.90	\$ 65.86	\$ 260.17	\$ 1,635.69
2042	\$ 563.37	\$ 742.43	\$ 63.19	\$ 265.38	\$ 1,634.36
2043	\$ 590.98	\$ 709.33	\$ 60.37	\$ 270.68	\$ 1,631.37
2044	\$ 624.12	\$ 674.61	\$ 57.41	\$ 276.10	\$ 1,632.24
2045	\$ 657.26	\$ 637.94	\$ 54.29	\$ 281.62	\$ 1,631.12
2046	\$ 695.92	\$ 599.33	\$ 51.01	\$ 287.25	\$ 1,633.51
2047	\$ 734.59	\$ 558.44	\$ 47.53	\$ 293.00	\$ 1,633.55
2048	\$ 773.25	\$ 515.29	\$ 43.85	\$ 298.86	\$ 1,631.25
2049	\$ 817.43	\$ 469.86	\$ 39.99	\$ 304.83	\$ 1,632.12
2050	\$ 861.62	\$ 421.83	\$ 35.90	\$ 310.93	\$ 1,630.29
2051	\$ 911.33	\$ 371.21	\$ 31.59	\$ 317.15	\$ 1,631.29
2052	\$ 966.56	\$ 317.67	\$ 27.04	\$ 323.49	\$ 1,634.76
2053	\$ 1,021.79	\$ 260.89	\$ 22.20	\$ 329.96	\$ 1,634.85
2054	\$ 1,077.03	\$ 200.86	\$ 17.09	\$ 336.56	\$ 1,631.54
2055	\$ 1,137.78	\$ 137.58	\$ 11.71	\$ 343.29	\$ 1,630.36
2056	\$ 1,204.06	\$ 70.74	\$ 6.02	\$ 350.16	\$ 1,630.98
Total	\$ 18,375.70	\$ 21,283.84	\$ 1,773.36	\$ 7,999.15	\$ 48,985.23

Notes:

[a] Interest is calculated at a rate of 5.875% for illustrative purposes.

[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
#3 - LOT TYPE 9 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 9 PRINCIPAL ASSESSMENT: \$21,561.13

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #3 - Lot Type 9 Annual Installments Per Unit

Installments Due 1/31	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs	Annual Installment ^[b]
2026	\$ -	\$ 524.28	\$ -	\$ -	\$ -
2027	\$ 311.07	\$ 1,266.72	\$ 107.81	\$ 231.36	\$ 1,916.95
2028	\$ 324.03	\$ 1,248.44	\$ 106.25	\$ 235.99	\$ 1,914.71
2029	\$ 343.47	\$ 1,229.40	\$ 104.63	\$ 240.71	\$ 1,918.21
2030	\$ 356.44	\$ 1,209.22	\$ 102.91	\$ 245.52	\$ 1,914.09
2031	\$ 375.88	\$ 1,188.28	\$ 101.13	\$ 250.43	\$ 1,915.72
2032	\$ 395.32	\$ 1,166.20	\$ 99.25	\$ 255.44	\$ 1,916.21
2033	\$ 414.76	\$ 1,142.98	\$ 97.27	\$ 260.55	\$ 1,915.56
2034	\$ 434.20	\$ 1,118.61	\$ 95.20	\$ 265.76	\$ 1,913.77
2035	\$ 460.13	\$ 1,093.10	\$ 93.03	\$ 271.07	\$ 1,917.33
2036	\$ 486.05	\$ 1,066.07	\$ 90.73	\$ 276.50	\$ 1,919.34
2037	\$ 505.49	\$ 1,037.51	\$ 88.30	\$ 282.03	\$ 1,913.33
2038	\$ 537.89	\$ 1,007.81	\$ 85.77	\$ 287.67	\$ 1,919.15
2039	\$ 563.82	\$ 976.21	\$ 83.08	\$ 293.42	\$ 1,916.53
2040	\$ 596.22	\$ 943.09	\$ 80.26	\$ 299.29	\$ 1,918.86
2041	\$ 628.62	\$ 908.06	\$ 77.28	\$ 305.27	\$ 1,919.24
2042	\$ 661.03	\$ 871.13	\$ 74.14	\$ 311.38	\$ 1,917.67
2043	\$ 693.43	\$ 832.29	\$ 70.83	\$ 317.61	\$ 1,914.16
2044	\$ 732.31	\$ 791.55	\$ 67.37	\$ 323.96	\$ 1,915.19
2045	\$ 771.20	\$ 748.53	\$ 63.70	\$ 330.44	\$ 1,913.87
2046	\$ 816.56	\$ 703.22	\$ 59.85	\$ 337.05	\$ 1,916.68
2047	\$ 861.93	\$ 655.25	\$ 55.77	\$ 343.79	\$ 1,916.73
2048	\$ 907.29	\$ 604.61	\$ 51.46	\$ 350.66	\$ 1,914.02
2049	\$ 959.14	\$ 551.31	\$ 46.92	\$ 357.68	\$ 1,915.04
2050	\$ 1,010.98	\$ 494.96	\$ 42.12	\$ 364.83	\$ 1,912.90
2051	\$ 1,069.31	\$ 435.56	\$ 37.07	\$ 372.13	\$ 1,914.07
2052	\$ 1,134.11	\$ 372.74	\$ 31.72	\$ 379.57	\$ 1,918.15
2053	\$ 1,198.92	\$ 306.11	\$ 26.05	\$ 387.16	\$ 1,918.25
2054	\$ 1,263.73	\$ 235.68	\$ 20.06	\$ 394.90	\$ 1,914.37
2055	\$ 1,335.01	\$ 161.43	\$ 13.74	\$ 402.80	\$ 1,912.99
2056	\$ 1,412.78	\$ 83.00	\$ 7.06	\$ 410.86	\$ 1,913.71
Total	\$ 21,561.13	\$ 24,973.39	\$ 2,080.78	\$ 9,385.80	\$ 57,476.81

Notes:

[a] Interest is calculated at a rate of 5.875% for illustrative purposes.

[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
#3 - INITIAL PARCEL R020594 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

INITIAL R020594 PRINCIPAL ASSESSMENT: \$1,961,788.04

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #3 - Initial Parcel - R020594 Annual Installment

Installments Due 1/31	Principal	Interest^[a]	Additional Interest	Annual Collection Costs	Annual Installment^[b]
2026	\$ -	\$ 47,702.64	\$ -	\$ -	\$ -
2027	\$ 28,303.52	\$ 115,255.05	\$ 9,808.94	\$ 21,050.75	\$ 174,418.26
2028	\$ 29,482.84	\$ 113,592.22	\$ 9,667.42	\$ 21,471.76	\$ 174,214.24
2029	\$ 31,251.81	\$ 111,860.10	\$ 9,520.01	\$ 21,901.20	\$ 174,533.11
2030	\$ 32,431.12	\$ 110,024.05	\$ 9,363.75	\$ 22,339.22	\$ 174,158.15
2031	\$ 34,200.09	\$ 108,118.73	\$ 9,201.59	\$ 22,786.00	\$ 174,306.42
2032	\$ 35,969.06	\$ 106,109.47	\$ 9,030.59	\$ 23,241.72	\$ 174,350.85
2033	\$ 37,738.03	\$ 103,996.29	\$ 8,850.75	\$ 23,706.56	\$ 174,291.63
2034	\$ 39,507.00	\$ 101,779.18	\$ 8,662.06	\$ 24,180.69	\$ 174,128.93
2035	\$ 41,865.63	\$ 99,458.14	\$ 8,464.52	\$ 24,664.30	\$ 174,452.60
2036	\$ 44,224.26	\$ 96,998.54	\$ 8,255.19	\$ 25,157.59	\$ 174,635.58
2037	\$ 45,993.23	\$ 94,400.36	\$ 8,034.07	\$ 25,660.74	\$ 174,088.40
2038	\$ 48,941.51	\$ 91,698.26	\$ 7,804.11	\$ 26,173.96	\$ 174,617.84
2039	\$ 51,300.14	\$ 88,822.95	\$ 7,559.40	\$ 26,697.44	\$ 174,379.92
2040	\$ 54,248.42	\$ 85,809.06	\$ 7,302.90	\$ 27,231.39	\$ 174,591.77
2041	\$ 57,196.71	\$ 82,621.97	\$ 7,031.66	\$ 27,776.01	\$ 174,626.34
2042	\$ 60,144.99	\$ 79,261.66	\$ 6,745.67	\$ 28,331.53	\$ 174,483.86
2043	\$ 63,093.27	\$ 75,728.14	\$ 6,444.95	\$ 28,898.16	\$ 174,164.53
2044	\$ 66,631.21	\$ 72,021.41	\$ 6,129.48	\$ 29,476.13	\$ 174,258.24
2045	\$ 70,169.15	\$ 68,106.83	\$ 5,796.33	\$ 30,065.65	\$ 174,137.96
2046	\$ 74,296.75	\$ 63,984.39	\$ 5,445.48	\$ 30,666.96	\$ 174,393.59
2047	\$ 78,424.35	\$ 59,619.46	\$ 5,074.00	\$ 31,280.30	\$ 174,398.11
2048	\$ 82,551.95	\$ 55,012.03	\$ 4,681.87	\$ 31,905.91	\$ 174,151.76
2049	\$ 87,269.20	\$ 50,162.10	\$ 4,269.11	\$ 32,544.03	\$ 174,244.44
2050	\$ 91,986.45	\$ 45,035.04	\$ 3,832.77	\$ 33,194.91	\$ 174,049.16
2051	\$ 97,293.37	\$ 39,630.83	\$ 3,372.84	\$ 33,858.80	\$ 174,155.84
2052	\$ 103,189.93	\$ 33,914.85	\$ 2,886.37	\$ 34,535.98	\$ 174,527.13
2053	\$ 109,086.50	\$ 27,852.44	\$ 2,370.42	\$ 35,226.70	\$ 174,536.06
2054	\$ 114,983.07	\$ 21,443.61	\$ 1,824.99	\$ 35,931.23	\$ 174,182.90
2055	\$ 121,469.29	\$ 14,688.35	\$ 1,250.07	\$ 36,649.86	\$ 174,057.57
2056	\$ 128,545.17	\$ 7,552.03	\$ 642.73	\$ 37,382.86	\$ 174,122.78
Total	\$ 1,961,788.04	\$ 2,272,260.16	\$ 189,324.04	\$ 853,988.34	\$ 5,229,657.95

Notes:

[a] Interest is calculated at a rate of 5.875% for illustrative purposes.

[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
#3 - INITIAL PARCEL R020576 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

INITIAL R020576 PRINCIPAL ASSESSMENT: \$1,365,211.96

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***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 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 WILLIAMSON

§

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

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 WILLIAMSON

§

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

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.

Improvement Area #3 - Initial Parcel - R020594 Annual Installment

Installments Due 1/31	Principal	Interest^[a]	Additional Interest	Annual Collection Costs	Annual Installment^[b]
2026	\$ -	\$ 33,196.36	\$ -	\$ -	\$ -
2027	\$ 19,696.48	\$ 80,206.20	\$ 6,826.06	\$ 14,649.25	\$ 121,377.99
2028	\$ 20,517.16	\$ 79,049.03	\$ 6,727.58	\$ 14,942.24	\$ 121,236.01
2029	\$ 21,748.19	\$ 77,843.65	\$ 6,624.99	\$ 15,241.08	\$ 121,457.92
2030	\$ 22,568.88	\$ 76,565.95	\$ 6,516.25	\$ 15,545.91	\$ 121,196.98
2031	\$ 23,799.91	\$ 75,240.02	\$ 6,403.41	\$ 15,856.82	\$ 121,300.16
2032	\$ 25,030.94	\$ 73,841.78	\$ 6,284.41	\$ 16,173.96	\$ 121,331.08
2033	\$ 26,261.97	\$ 72,371.21	\$ 6,159.25	\$ 16,497.44	\$ 121,289.87
2034	\$ 27,493.00	\$ 70,828.32	\$ 6,027.94	\$ 16,827.39	\$ 121,176.65
2035	\$ 29,134.37	\$ 69,213.11	\$ 5,890.48	\$ 17,163.94	\$ 121,401.89
2036	\$ 30,775.74	\$ 67,501.46	\$ 5,744.81	\$ 17,507.21	\$ 121,529.23
2037	\$ 32,006.77	\$ 65,693.39	\$ 5,590.93	\$ 17,857.36	\$ 121,148.45
2038	\$ 34,058.49	\$ 63,812.99	\$ 5,430.89	\$ 18,214.51	\$ 121,516.88
2039	\$ 35,699.86	\$ 61,812.05	\$ 5,260.60	\$ 18,578.80	\$ 121,351.31
2040	\$ 37,751.58	\$ 59,714.69	\$ 5,082.10	\$ 18,950.37	\$ 121,498.74
2041	\$ 39,803.29	\$ 57,496.78	\$ 4,893.34	\$ 19,329.38	\$ 121,522.80
2042	\$ 41,855.01	\$ 55,158.34	\$ 4,694.33	\$ 19,715.97	\$ 121,423.64
2043	\$ 43,906.73	\$ 52,699.36	\$ 4,485.05	\$ 20,110.29	\$ 121,201.42
2044	\$ 46,368.79	\$ 50,119.84	\$ 4,265.52	\$ 20,512.49	\$ 121,266.63
2045	\$ 48,830.85	\$ 47,395.67	\$ 4,033.67	\$ 20,922.74	\$ 121,182.93
2046	\$ 51,703.25	\$ 44,526.86	\$ 3,789.52	\$ 21,341.20	\$ 121,360.82
2047	\$ 54,575.65	\$ 41,489.29	\$ 3,531.00	\$ 21,768.02	\$ 121,363.97
2048	\$ 57,448.05	\$ 38,282.97	\$ 3,258.13	\$ 22,203.38	\$ 121,192.53
2049	\$ 60,730.80	\$ 34,907.90	\$ 2,970.89	\$ 22,647.45	\$ 121,257.03
2050	\$ 64,013.55	\$ 31,339.96	\$ 2,667.23	\$ 23,100.40	\$ 121,121.14
2051	\$ 67,706.63	\$ 27,579.17	\$ 2,347.16	\$ 23,562.41	\$ 121,195.37
2052	\$ 71,810.07	\$ 23,601.40	\$ 2,008.63	\$ 24,033.65	\$ 121,453.75
2053	\$ 75,913.50	\$ 19,382.56	\$ 1,649.58	\$ 24,514.33	\$ 121,459.97
2054	\$ 80,016.93	\$ 14,922.64	\$ 1,270.01	\$ 25,004.61	\$ 121,214.20
2055	\$ 84,530.71	\$ 10,221.65	\$ 869.93	\$ 25,504.71	\$ 121,126.99
2056	\$ 89,454.83	\$ 5,255.47	\$ 447.27	\$ 26,014.80	\$ 121,172.37
Total	\$ 1,365,211.96	\$ 1,581,270.09	\$ 131,750.96	\$ 594,292.08	\$ 3,639,328.73

Notes:

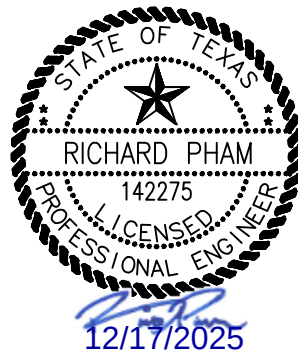
[a] Interest is calculated at a rate of 5.875% for illustrative purposes.

[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.

EXHIBIT T – IMPROVEMENT AREA #3 ENGINEER’S REPORT

ENGINEERING REPORT
Cottonwood
Public Improvement District
Improvement Area #3
City of Hutto
Williamson County, Texas



Prepared By:



101 W Louis Henna Blvd. #400
Austin, TX 78728

December 2025

Table of Contents

Introduction	1
Development Costs	1
Development Improvements	1
Development Schedule.....	2
Design Stage	2
Construction Stage	2

List of Appendices

- Appendix 1 Site Location Map**
- Appendix 2 Engineer’s Opinion of Probable Cost**
- Appendix 3 Improvement Area Map**
- Appendix 4 Overall Improvements Map: Drainage**
- Appendix 5 Overall Improvements Map: Potable Water**
- Appendix 6 Overall Improvements Map: Streets**

Introduction

The Cottonwood development is currently under development as a single-family residential tract in the City of Hutto, Texas, and located southeast of the intersection of County Road 199 and County Road 132. The development will encompass approximately 186-acres development planned for construction of 979 single-family residential units. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the issuance of the next set bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID, for Improvement Area #3.

Development Costs

An Engineers' opinion of probable cost (Engineer's OPC) has been prepared for all off-site and on-site infrastructure. The Engineer's OPC has been provided as **Appendix 2**.

Development Improvements

Development improvements have been defined as Improvement Areas #1 - #3. This report focuses only on Improvement Area #3.

Development Improvements will be designed and constructed in accordance with City of Hutto standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

- *Streets*

Improvements include mobilization, clearing, erosion controls, subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Drainage*

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the

improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Development areas and improvements are depicted within **Appendix 3** through **Appendix 6**.

Development Schedule

Design Stage

Construction plans for Improvement Area #1 through Improvement Area #3 have been approved by the City of Hutto.

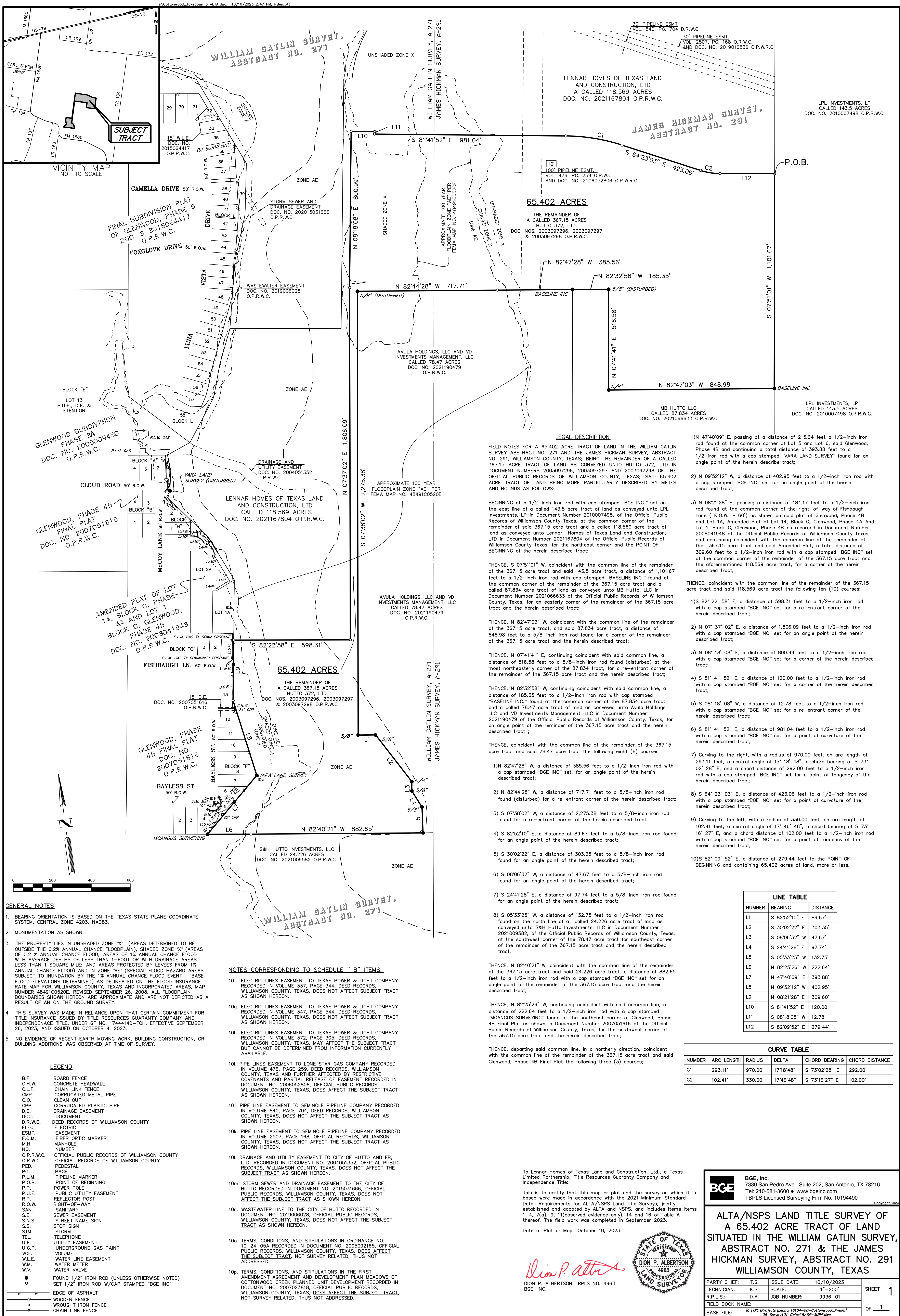
Construction Stage

Improvement Area #1 and #2 is already complete and home construction has begun. Improvement Area #3 started construction in April 2024 and anticipate final acceptance before the end of 2025.

APPENDIX

APPENDIX 1

SITE LOCATION MAP



LEGAL DESCRIPTION

FIELD NOTES FOR A 65.402 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 367.15 ACRE TRACT OF LAND AS CONVEYED UNTO HUTTO 372, LTD IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 65.402 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 "BGE INC." set on the east line of a called 143.5 acre tract of land as conveyed unto LPL Investments, LP in Document Number 2010007498, of the Official Public Records of Williamson County Texas, at the common corner of the remainder of said 367.15 acre tract and a called 118.569 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, LTD in Document Number 2021167804 of the Official Public Records of Williamson County Texas, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°51'01" W, coincident with the common line of the remainder of the 367.15 acre tract and said 143.5 acre tract, a distance of 1,101.67 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the remainder of the 367.15 acre tract and a called 87.834 acre tract of land as conveyed unto MB Hutto, LLC in Document Number 2021066633 of the Official Public Records of Williamson County, Texas, for an easterly corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°47'03" W, coincident with the common line of the remainder of the 367.15 acre tract and said 87.834 acre tract, a distance of 848.98 feet to a 5/8-inch iron rod found for a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°41'41" E, continuing coincident with said common line, a distance of 516.58 feet to a 5/8-inch iron rod found (disturbed) at the most northeasterly corner of the 87.834 tract, for a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°32'58" W, continuing coincident with said common line, a distance of 185.35 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the 87.834 acre tract and a called 78.47 acre tract of land as conveyed unto Avula Holdings LLC and VD Investments Management, LLC in Document Number 2021190479 of the Official Public Records of Williamson County, Texas, for an angle point of the reminder of the 367.15 acre tract and the herein described tract ;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 78.47 acre tract the following eight (8) courses:

- 1) N 82°47'28" W, a distance of 385.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, for an angle point of the herein described tract;
- 2) N 82°44'28" W, a distance of 717.71 feet to a 5/8-inch iron rod found (disturbed) for a re-entrant corner of the herein described tract;
- 3) S 07°38'02" W, a distance of 2,275.38 feet to a 5/8-inch iron rod found for a re-entrant corner of the herein described tract;
- 4) S 82°52'10" E, a distance of 89.67 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 5) S 30°02'22" E, a distance of 303.35 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 6) S 08°06'32" W, a distance of 47.67 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 7) S 24°41'28" E, a distance of 97.74 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 8) S 05°33'25" W, a distance of 132.75 feet to a 1/2-inch iron rod found on the north line of a called 24.226 acre tract of land as conveyed unto S&H Hutto Investments, LLC in Document Number 2021009582 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 78.47 acre tract for southeast corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°40'21" W, coincident with the common line of the remainder of the 367.15 acre tract and said 24.226 acre tract, a distance of 882.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°25'26" W, continuing coincident with said common line, a distance of 222.64 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found at the southeast corner of Glenwood, Phase 4B Final Plat as shown in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, for the southwest corner of the 367.15 acre tract and the herein described tract;

THENCE, departing said common line, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood, Phase 4B Final Plat the following three (3) courses;

- 1) N 47°40'09" E, passing at a distance of 215.64 feet a 1/2-inch iron rod found at the common corner of Lot 5 and Lot 6, said Glenwood, Phase 4B and continuing a total distance of 393.88 feet to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEY" found for an angle point of the herein describe tract;
- 2) N 09°52'12" W, a distance of 402.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 08°21'28" E, passing a distance of 184.17 feet to a 1/2-inch iron rod found at the common corner of the right-of-way of Fishbaugh Lane (R.O.W. ~ 60') as shown on said plat of Glenwood, Phase 4B and Lot 1A, Amended Plat of Lot 14, Block C, Glenwood, Phase 4A And Lot 1, Block C, Glenwood, Phase 4B as recorded in Document Number 2008041948 of the Official Public Records of Williamson County Texas, and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Amended Plat, a total distance of 309.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 367.15 acre tract and the aforementioned 118.569 acre tract, for a corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 118.569 acre tract the following ten (10) courses:

- 1) S 82° 22' 58" E, a distance of 598.31 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 07° 37' 02" E, a distance of 1,806.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 08° 18' 08" E, a distance of 800.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 4) S 81° 41' 52" 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;
- 5) S 08° 18' 08" W, a distance of 12.78 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;
- 6) S 81° 41' 52" E, a distance of 981.04 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;

- 7) Curving to the right, with a radius of 970.00 feet, an arc length of 293.11 feet, a central angle of $17^{\circ} 18' 48''$, a chord bearing of S $73^{\circ} 02' 28''$ E, and a chord distance of 292.00 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;
- 8) S $64^{\circ} 23' 03''$ E, a distance of 423.06 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 left, with a radius of 330.00 feet, an arc length of 102.41 feet, a central angle of $17^{\circ} 46' 48''$, a chord bearing of S $73^{\circ} 16' 27''$ E, and a chord distance of 102.00 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 $82^{\circ} 09' 52''$ E, a distance of 279.44 feet to the **POINT OF BEGINNING** and containing 65.402 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A plat of survey with like job number and date was prepared in conjunction with this metes and bounds description.

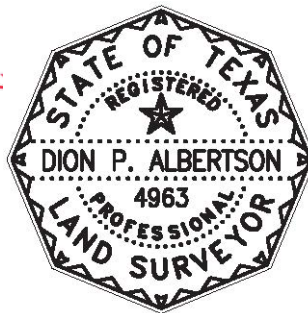


Dion P. Albertson RPLS No. 4963
BGE, Inc.

7330 San Pedro Ave, Suite 202
San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm No. 10194490



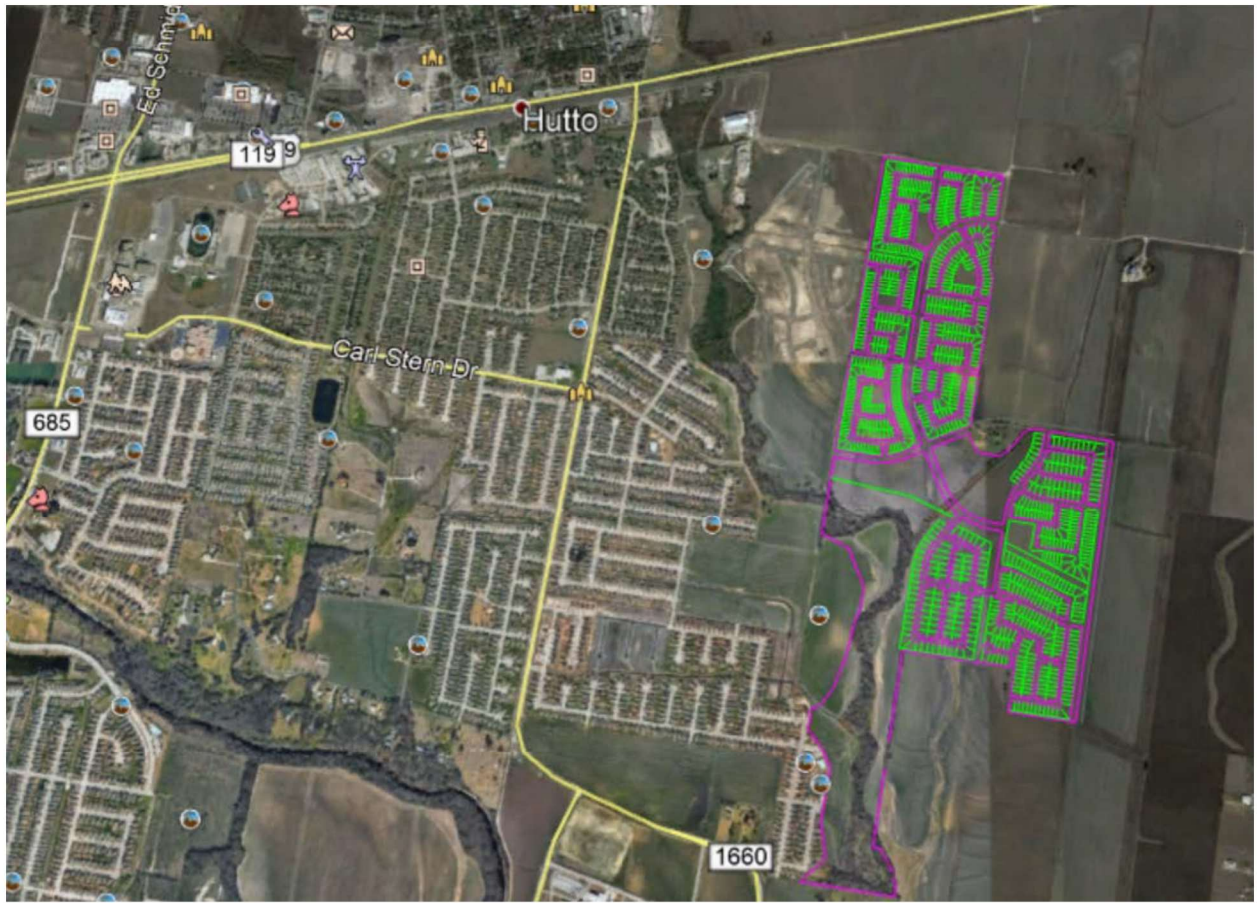
10/10/2023

Date

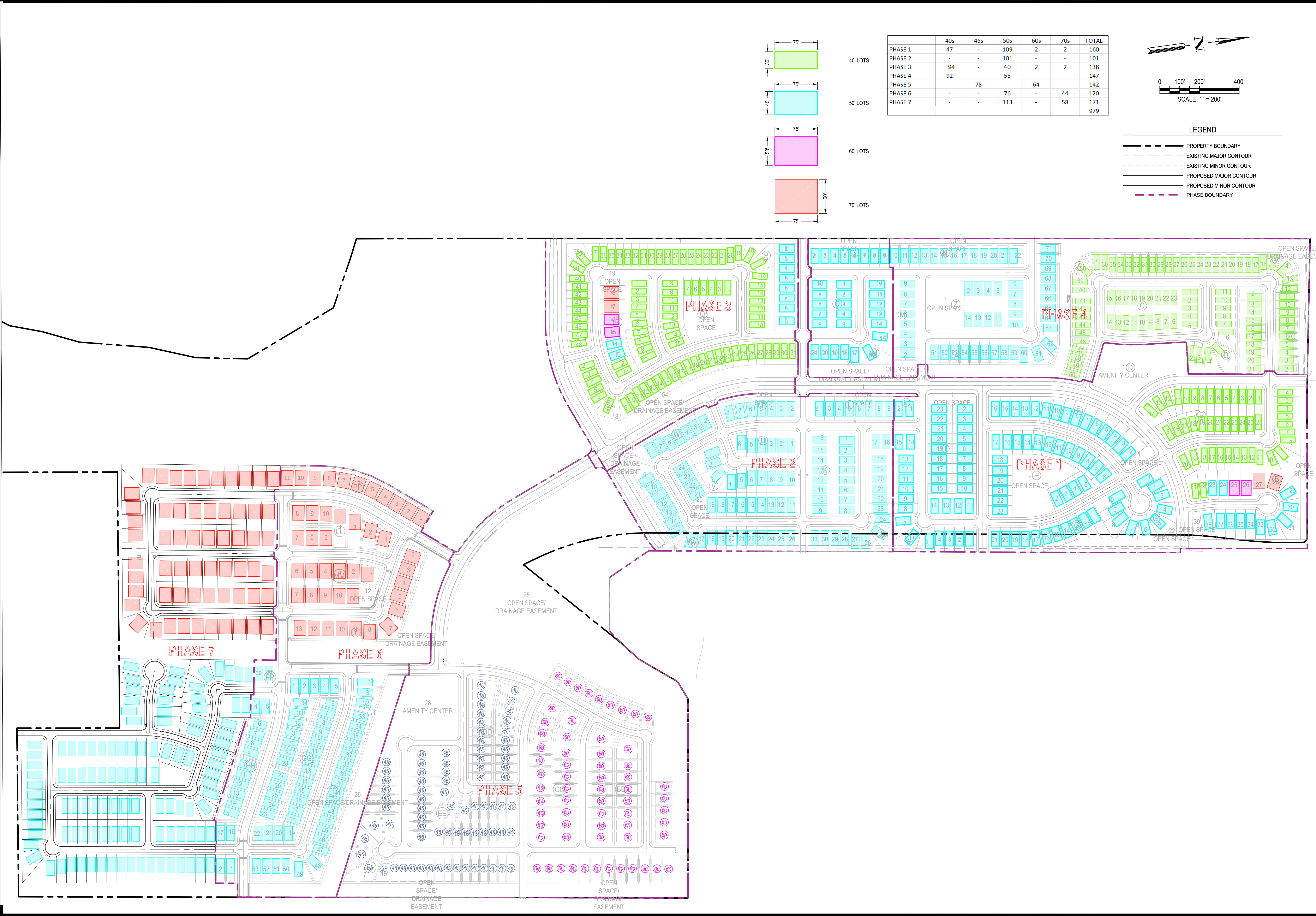
Client: Lennar

Date: October 10, 2023

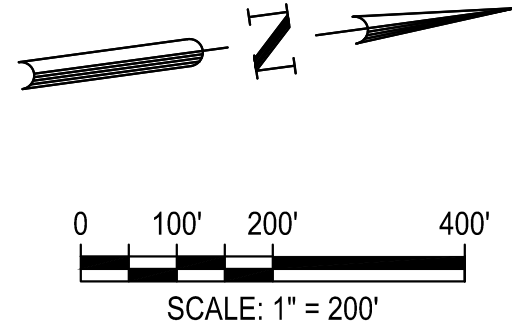
Job No: 9936-01



G:\TXC\Projects\lennar\XXXX-DC-Cottonwood_Pht\LD11_CADD\05_Exhibits\Cottonwood Overall Exhibit.dwg Layout Layout1 Plotset: 4/18/2022 4:46:36 PM



	40s	45s	50s	60s	70s	TOTAL
PHASE 1	47	-	109	2	2	160
PHASE 2	-	-	101	-	-	101
PHASE 3	94	-	40	2	2	138
PHASE 4	92	-	55	-	-	147
PHASE 5	-	78	-	64	-	142
PHASE 6	-	-	76	-	44	120
PHASE 7	-	-	113	-	58	171
						979



- LEGEND
- PROPERTY BOUNDARY
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - PHASE BOUNDARY

DESIGNED BY: DAZ

REVIEWED BY: TMH

DRAWN BY: DAZ

BGE

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TELEPHONE Registration No. F-1046
TEL: 512.679.4400 www.bgea.com

COTTONWOOD CREEK
HUTTO, TEXAS

SUBMITTAL
DATE: 03-10-2020

SHEET

APR

DATE

DESCRIPTION

REV

APPENDIX 2

ENGINEER'S OPINION OF PROBABLE COST



SUMMARY OF ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS									
IMPROVEMENT AREA #3	MOBILIZATION	WATER	DRAINAGE	STREET/SITE	EROSION CONTROLS	CHANGE ORDERS	TOTAL	PER LOT	LOTS
	\$39,593.13	\$868,755.70	\$931,734.81	\$1,719,985.80	\$31,191.77	(\$62,951.81)	\$3,528,309.40	\$20,633.39	171

TOTAL COSTS	\$3,528,309.40
PER LOT	\$20,633.39

FISCAL SURETY BOND AMOUNT	\$3,881,140.34
---------------------------	----------------

This cost estimate is based on Five Star Civil Construction's Pay App #11 dated 10/25/2025.



ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: COTTONWOOD PHASE 7

DATE: 11/17/2025

BASED ON: BGE 10/25/2025 PROGRESS PAYMENT

Unit Type Count

50' Lots 113
70' Lots 58

MOBILIZATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$39,593.13	\$39,593.13
SUBTOTAL - MOBILIZATION					\$39,593.13

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	8" WATER LINE C-900 PVC, PER LINEAR FOOT, CIP	6,076	LF	\$64.15	\$389,775.40
2	8" WATERLINE DUCTILE IRON, PER LINEAR FOOT, CIP	818	LF	\$87.42	\$71,509.56
3	STEEL ENCASEMENT FOR 8" PVC, PER LINEAR FOOT, CIP	105	LF	\$166.16	\$17,446.80
4	8" GATE VALVE, PER EACH, CIP	21	EA	\$2,839.17	\$59,622.57
5	SINGLE SERVICE, PER EACH, CIP	33	EA	\$1,725.16	\$56,930.28
6	DOUBLE SERVICE, PER EACH, CIP	65	EA	\$1,703.60	\$110,734.00
7	FIRE HYDRANT ASSEMBLY, PER EACH, CIP	15	EA	\$7,401.69	\$111,025.35
8	AIR RELEASE VALVE, PER EACH, CIP	10	EA	\$2,837.46	\$28,374.60
9	IRRIGATION SLEEVES, PER LINEAR FOOT, CIP	192	LF	\$24.43	\$4,690.56
10	AUTOMATIC FLUSHING VALVE, PER EACH, CIP	1	EA	\$6,100.18	\$6,100.18
11	STANDARD BLOWOFF VALVE, PER EACH, CIP	1	EA	\$1,063.90	\$1,063.90
12	CONNECT TO EXISTING WL, PER EACH, CIP	5	EA	\$1,540.80	\$7,704.00
13	TRENCH SAFETY, PER LINEAR FOOT, CIP	6,870	LF	\$0.55	\$3,778.50
SUBTOTAL - WATER					\$868,755.70

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	5x5 RCB CL III, PER LINEAR FOOT, CIP	152	LF	\$483.36	\$73,470.72
2	4x4 RCB CL III, PER LINEAR FOOT, CIP	290	LF	\$355.96	\$103,228.40
3	3x2 RCB CL III, PER LINEAR FOOT, CIP	164	LF	\$252.89	\$41,473.96
4	48-INCH RCP CL III, PER LINEAR FOOT, CIP	300	LF	\$256.77	\$77,031.00
5	36-INCH RCP CL III, PER LINEAR FOOT, CIP	965	LF	\$151.28	\$145,985.20
6	18-INCH RCP CL III, PER LINEAR FOOT, CIP	891	LF	\$67.70	\$60,320.70
7	TRENCH SAFETY, PER LINEAR FOOT, CIP	2,762	LF	\$1.11	\$3,065.82
8	CONCRETE OUTFALL STRUCTURE, PER LUMP SUM	1	LS	\$135,774.20	\$135,774.20
9	CLASS I ROCK RIP RAP, PER SQUARE YARD, CIP	78	SY	\$40.98	\$3,196.44
10	TXDOT RCB HEADWALL SW-0, PER EACH, CIP	2	EA	\$5,441.84	\$10,883.68
11	CONNECT TO EXST SSL, PER EACH, CIP	17	EA	\$1,979.27	\$33,647.59
12	10' CURB INLET, PER EACH, CIP	32	EA	\$5,783.74	\$185,079.68
13	15' CURB INLET, PER EACH, CIP	1	EA	\$7,244.45	\$7,244.45
14	5' BOX MANHOLE, PER EACH, CIP	4	EA	\$4,799.26	\$19,197.04
15	6' BOX MANHOLE, PER EACH, CIP	2	EA	\$9,543.30	\$19,086.60
16	7' BOX MANHOLE, PER EACH, CIP	1	EA	\$13,049.33	\$13,049.33
SUBTOTAL - DRAINAGE					\$931,734.81

STREET/SITE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	SUBGRADE PREP, PER SQUARE YARD, CIP	29,016	SY	\$1.38	\$40,042.08
2	FLEXIBLE BASE 9-INCH (30' Local Street), PER SQUARE YARD, CIP	25,456	SY	\$10.30	\$262,196.80
3	FLEXIBLE BASE 14-INCH (40' Collector Street), PER SQUARE YARD, CIP	3,560	SY	\$15.22	\$54,183.20
4	8-INCH OF LIME TREATED SUBGRADE, PER SQUARE YARD, CIP	29,016	SY	\$9.56	\$277,392.96
5	2.0" HMAC (30' Local Street), PER SQUARE YARD, CIP	18,834	SY	\$16.16	\$304,357.44
6	2.0" HMAC (40' Collector Street), PER SQUARE YARD, CIP	2,806	SY	\$16.16	\$45,344.96
7	6" CURB AND GUTTER, PER LINEAR FOOT, CIP	13,276	LF	\$20.98	\$278,530.48
8	5' WIDE CONCRETE SIDEWALK, PER LINEAR FOOT, CIP	3,103	LF	\$39.03	\$121,110.09
9	PEDESTRIAN (ADA) RAMPS, PER EACH, CIP	32	EA	\$1,162.88	\$37,212.16
10	STREET END BARRICADE, PER EACH, CIP	1	EA	\$1,107.50	\$1,107.50
11	CONCRETE VALLEY GUTTERS, PER EACH, CIP	4	EA	\$7,641.75	\$30,567.00
12	RETAINING WALLS, PER SQUARE FOOT, CIP	3,773	SF	\$25.75	\$97,154.75
13	SIGNAGE, STRIPING AND TRAFFIC CONTROL, PER LUMP SUM	1	LS	\$38,319.50	\$38,319.50
14	MAILBOX PAD	2	EA	\$2,048.88	\$4,097.76
15	MAINTENANCE BOND	1	LS	\$52,749.12	\$52,749.12
16	MLA TESTING	1	LS	\$75,620.00	\$75,620.00
SUBTOTAL - STREETS					\$1,719,985.80

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	SILT FENCE, PER LINEAR FOOT, CIP	3,350	LF	\$3.21	\$10,753.50
2	INLET PROTECTION, PER EACH, CIP	33	EA	\$116.29	\$3,837.57
3	ROCK BERM, PER LINEAR FOOT, CIP	70	LF	\$29.29	\$2,050.30
4	STABILIZED CONSTRUCTION ENTRANCE, PER EACH, CIP	2	EA	\$3,405.57	\$6,811.14
5	CONCRETE WASHOUT	2	EA	\$498.38	\$996.76
6	MATTING	4,350	SY	\$1.55	\$6,742.50
SUBTOTAL - STREETS					\$31,191.77

CHANGE ORDERS**CO#01**

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	FENCE DEDUCT (ADA HANDRAIL REMOVAL & SWITCH TO CHAIN LINK	-1	LS	\$7,300.00	(\$7,300.00)

CO#02

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	REVEG MOBILIZATION	1	LS	\$4,250.00	\$4,250.00

CO#03

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	SIDEWALK DEDUCT	-1,747	LF	\$39.03	(\$68,185.41)

CO#04

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	ADDING MORTAR TO RIP RAP - ph 7	78	SY	\$106.20	\$8,283.60

SUMMARY - CONSTRUCTION

ITEM	DESCRIPTION	TOTAL COST
1	MOBILIZATION	\$39,593.13
2	WATER IMPROVEMENTS	\$868,755.70
3	DRAINAGE IMPROVEMENTS	\$931,734.81
4	STREET/SITE IMPROVEMENTS	\$1,719,985.80
5	EROSION CONTROL IMPROVEMENTS	\$31,191.77
6	CHANGE ORDERS	(\$62,951.81)
	TOTAL	\$3,528,309.40
PER LOT		\$20,633

FISCAL SURETY BOND AMOUNT (110%)	\$3,881,140.34
---	-----------------------

This cost estimate is based on Five Star Civil Construction's Pay App #11 dated 10/25/2025.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 3 PAGES

TO OWNER:

LENNAR HOMES

PROJECT:

COTTONWOOD PHASE 7

APPLICATION #:

11

DATE

10/25/2025

PERIOD TO

OCT 2025

PROJECT #:

24-015

FROM CONTRACTOR:

FIVE STAR CIVIL CONSTRUCTION LLC

2611 HERO WAY

LEANDER, TX 78641

VIA ENGINEER:

BGE

CONTRACT DATE:

1/21/25



CONTRACT FOR: SITE & UTILITY IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	5,196,724.69
2. Net change by Change Orders-----	\$	33,814.25
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	5,230,538.94
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		5,118,424.12
5. RETAINAGE:		
a. 6.9% of Completed Work	\$	283,445.01
(Columns J+K on Continuation Sheet)		
b. 6.9% of Stored Material	\$	
(Column L on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column P of Continuation Sheet-----	\$	283,445.01
6. TOTAL EARNED LESS RETAINAGE-----	\$	4,834,979.11
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	4,810,422.61
8. CURRENT PAYMENT DUE-----	\$	24,556.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	395,559.83

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$101,999.66	-\$68,185.41
Total approved this Month		
TOTALS	\$101,999.66	-\$68,185.41
NET CHANGES by Change Order	\$33,814.25	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR

By:

Date:

10/25/2025

State of:

TEXAS

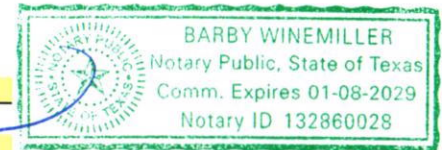
County of:

WILLIAMSON

Subscribed and sworn to before me this 10th day of October 2025

Notary Public:

My Commission expires:



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 24,556.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By:

Josh Janysek, P.E.

Date: 10/29/2025

Owner:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET												Continuation of Total	3	Pages		
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing SUBCONTRACTOR's signed certification is attached.												APPLICATION NUMBER			11	
In tabulations below, amounts are stated to the nearest penny.												APPLICATION DATE			10/25/2025	
Use Column P on Contracts where variable retainage for line items may apply.												PERIOD TO PROJECT #			OCT 2025 24-015	
PROJECT NAME:												COTTONWOOD PHASE 7				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT in J or K)	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage	
						PREVIOUS	THIS PERIOD	TO DATE							10%	
	WATER IMPROVEMENTS															
	8" WATER LINE C-900 PVC, PER LINEAR FOOT, CIP	LF	6,076	\$64.15	\$ 389,775.40	6,076.00		6076.00	\$ 389,775.40	\$ -		\$ 389,775.40	100%	\$ -	\$ 19,488.77	
	8" WATERLINE DUCTILE IRON, PER LINEAR FOOT, CIP	LF	818	\$87.42	\$ 71,509.56	818.00		818.00	\$ 71,509.56	\$ -		\$ 71,509.56	100%	\$ -	\$ 3,575.48	
	STEEL ENCASEMENT FOR 8" PVC, PER LINEAR FOOT, CIP	LF	105	\$166.16	\$ 17,446.80	105.00		105.00	\$ 17,446.80	\$ -		\$ 17,446.80	100%	\$ -	\$ 872.34	
	8" GATE VALVE, PER EACH, CIP	EA	21	\$2,839.17	\$ 59,622.57	21.00		21.00	\$ 59,622.57	\$ -		\$ 59,622.57	100%	\$ -	\$ 2,981.13	
	SINGLE SERVICE, PER EACH, CIP	EA	33	\$1,725.16	\$ 56,930.28	33.00		33.00	\$ 56,930.28	\$ -		\$ 56,930.28	100%	\$ -	\$ 2,846.51	
	DOUBLE SERVICE, PER EACH, CIP	EA	65	\$1,703.60	\$ 110,734.00	65.00		65.00	\$ 110,734.00	\$ -		\$ 110,734.00	100%	\$ -	\$ 5,536.70	
	FIRE HYDRANT ASSEMBLY, PER EACH, CIP	EA	15	\$7,401.69	\$ 111,025.35	15.00		15.00	\$ 111,025.35	\$ -		\$ 111,025.35	100%	\$ -	\$ 5,551.27	
	AIR RELEASE VALVE, PER EACH, CIP	EA	10	\$2,837.46	\$ 28,374.60	10.00		10.00	\$ 28,374.60	\$ -		\$ 28,374.60	100%	\$ -	\$ 1,418.73	
	IRRIGATION SLEEVES, PER LINEAR FOOT, CIP	LF	192	\$24.43	\$ 4,690.56	192.00		192.00	\$ 4,690.56	\$ -		\$ 4,690.56	100%	\$ -	\$ 234.53	
	AUTOMATIC FLUSHING VALVE, PER EACH, CIP	EA	1	\$6,100.18	\$ 6,100.18	1.00		1.00	\$ 6,100.18	\$ -		\$ 6,100.18	100%	\$ -	\$ 305.01	
	STANDARD BLOWOFF VALVE, PER EACH, CIP	EA	1	\$1,063.90	\$ 1,063.90	1.00		1.00	\$ 1,063.90	\$ -		\$ 1,063.90	100%	\$ -	\$ 53.20	
	CONNECT TO EXISTING WL, PER EACH, CIP	EA	5	\$1,540.80	\$ 7,704.00	5.00		5.00	\$ 7,704.00	\$ -		\$ 7,704.00	100%	\$ -	\$ 385.20	
	TRENCH SAFETY, PER LINEAR FOOT, CIP	LF	6,870	\$0.55	\$ 3,778.50	6,870.00		6870.00	\$ 3,778.50	\$ -		\$ 3,778.50	100%	\$ -	\$ 188.93	
	WASTEWATER IMPROVEMENTS															
	8" SDR 26 WASTEWATER LINE, PER LINEAR FOOT, CIP	LF	4,478	\$66.71	\$ 298,727.38	4,478.00		4478.00	\$ 298,727.38	\$ -		\$ 298,727.38	100%	\$ -	\$ 14,936.37	
	10" SDR 26 WASTEWATER LINE, PER LINEAR FOOT, CIP	LF	798	\$98.78	\$ 78,826.44	798.00		798.00	\$ 78,826.44	\$ -		\$ 78,826.44	100%	\$ -	\$ 3,941.32	
	15" SDR 26 WASTEWATER LINE, PER LINEAR FOOT, CIP	LF	794	\$119.55	\$ 94,922.70	794.00		794.00	\$ 94,922.70	\$ -		\$ 94,922.70	100%	\$ -	\$ 4,746.14	
	STEEL ENCASEMENT FOR 8" PVC	LF	37	\$166.18	\$ 6,148.66	37.00		37.00	\$ 6,148.66	\$ -		\$ 6,148.66	100%	\$ -	\$ 307.43	
	SINGLE WASTEWATER SERVICE, PER EACH, CIP	EA	19	\$1,887.59	\$ 35,864.21	19.00		19.00	\$ 35,864.21	\$ -		\$ 35,864.21	100%	\$ -	\$ 1,793.21	
	DOUBLE WASTEWATER SERVICE, PER EACH, CIP	EA	33	\$2,285.31	\$ 75,415.23	33.00		33.00	\$ 75,415.23	\$ -		\$ 75,415.23	100%	\$ -	\$ 3,770.76	
	LONG SINGLE WASTEWATER SERVICE (PER DETAIL), PER EACH, CIP	EA	14	\$2,248.54	\$ 31,479.56	14.00		14.00	\$ 31,479.56	\$ -		\$ 31,479.56	100%	\$ -	\$ 1,573.98	
	LONG DOUBLE WASTEWATER SERVICE (PER DETAIL), PER EACH, CIP	EA	35	\$2,665.52	\$ 93,293.20	35.00		35.00	\$ 93,293.20	\$ -		\$ 93,293.20	100%	\$ -	\$ 4,664.66	
	STD. WASTEWATER MANHOLE, 4' DIA., PER EACH, CIP	EA	27	\$6,627.78	\$ 178,950.06	27.00		27.00	\$ 178,950.06	\$ -		\$ 178,950.06	100%	\$ -	\$ 8,947.50	
	EXTRA DEPTH MANHOLE, PER VERTICAL LINEAR FOOT, CIP	VF	61	\$475.53	\$ 29,007.33	61.00		61.00	\$ 29,007.33	\$ -		\$ 29,007.33	100%	\$ -	\$ 1,450.37	
	RELOCATE EXISTING MANHOLE VENT	EA	1	\$1,434.45	\$ 1,434.45	1.00		1.00	\$ 1,434.45	\$ -		\$ 1,434.45	100%	\$ -	\$ 71.72	
	CONNECT TO EXISTING WWL, PER EACH, CIP	EA	13	\$1,009.85	\$ 13,128.05	13.00		13.00	\$ 13,128.05	\$ -		\$ 13,128.05	100%	\$ -	\$ 656.40	
	ADDITIONAL INSTALL FOR GAS CROSSING, PER LUMP SUM	LS	1	\$3,500.00	\$ 3,500.00	1.00		1.00	\$ 3,500.00	\$ -		\$ 3,500.00	100%	\$ -	\$ 175.00	
	TRENCH SAFETY, PER LINEAR FOOT, CIP	LF	6,070	\$1.11	\$ 6,737.70	6,070.00		6070.00	\$ 6,737.70	\$ -		\$ 6,737.70	100%	\$ -	\$ 336.89	
	DRAINAGE IMPROVEMNTS															
	5x5 RCB CL III, PER LINEAR FOOT, CIP	LF	152	\$483.36	\$ 73,470.72	152.00		152.00	\$ 73,470.72	\$ -		\$ 73,470.72	100%	\$ -	\$ 3,673.54	
	4x4 RCB CL III, PER LINEAR FOOT, CIP	LF	290	\$355.96	\$ 103,228.40	290.00		290.00	\$ 103,228.40	\$ -		\$ 103,228.40	100%	\$ -	\$ 5,161.42	
	3x2 RCB CL III, PER LINEAR FOOT, CIP	LF	164	\$252.89	\$ 41,473.96	164.00		164.00	\$ 41,473.96	\$ -		\$ 41,473.96	100%	\$ -	\$ 2,073.70	
	48-INCH RCP CL III, PER LINEAR FOOT, CIP	LF	300	\$256.77	\$ 77,031.00	300.00		300.00	\$ 77,031.00	\$ -		\$ 77,031.00	100%	\$ -	\$ 3,851.55	
	36-INCH RCP CL III, PER LINEAR FOOT, CIP	LF	965	\$151.28	\$ 145,985.20	965.00		965.00	\$ 145,985.20	\$ -		\$ 145,985.20	100%	\$ -	\$ 7,299.26	
	18-INCH RCP CL III, PER LINEAR FOOT, CIP	LF	891	\$67.70	\$ 60,320.70	891.00		891.00	\$ 60,320.70	\$ -		\$ 60,320.70	100%	\$ -	\$ 3,016.04	
	TRENCH SAFETY, PER LINEAR FOOT, CIP	LF	2,762	\$1.11	\$ 3,065.82	2,762.00		2762.00	\$ 3,065.82	\$ -		\$ 3,065.82	100%	\$ -	\$ 153.29	
	CONCRETE OUTFALL STRUCTURE, PER LUMP SUM	LS	1	\$135,774.20	\$ 135,774.20	1.00		1.00	\$ 135,774.20	\$ -		\$ 135,774.20	100%	\$ -	\$ 10,157.50	
	CLASS I ROCK RIP RAP, PER SQUARE YARD, CIP	SY	78	\$40.98	\$ 3,196.44	78.00		78.00	\$ 3,196.44	\$ -		\$ 3,196.44	100%	\$ -	\$ 319.64	
	TXDOT RCB HEADWALL SW-0, PER EACH, CIP	EA	2	\$5,441.84	\$ 10,883.68	2.00		2.00	\$ 10,883.68	\$ -		\$ 10,883.68	100%	\$ -	\$ 544.18	
	CONNECT TO EXST SSL, PER EACH, CIP	EA	17	\$1,979.27	\$ 33,647.59	17.00		17.00	\$ 33,647.59	\$ -		\$ 33,647.59	100%	\$ -	\$ 1,682.38	
	10' CURB INLET, PER EACH, CIP	EA	32	\$5,783.74	\$ 185,079.68	32.00		32.00	\$ 185,079.68	\$ -		\$ 185,079.68	100%	\$ -	\$ 9,253.98	
	15' CURB INLET, PER EACH, CIP	EA	1	\$7,244.45	\$ 7,244.45	1.00		1.00	\$ 7,244.45	\$ -		\$ 7,244.45	100%	\$ -	\$ 362.22	
	5' BOX MANHOLE, PER EACH, CIP	EA	4	\$4,799.26	\$ 19,197.04	4.00		4.00	\$ 19,197.04	\$ -		\$ 19,197.04	100%	\$ -	\$ 959.85	
	6' BOX MANHOLE, PER EACH, CIP	EA	2	\$9,543.30	\$ 19,086.60	2.00		2.00	\$ 19,086.60	\$ -		\$ 19,086.60	100%	\$ -	\$ 954.33	
	7' BOX MANHOLE, PER EACH, CIP	EA	1	\$13,049.33	\$ 13,049.33	1.00		1.00	\$ 13,049.33	\$ -		\$ 13,049.33	100%	\$ -	\$ 652.47	
						-										
	STREET/SITE IMPROVEMENTS					-										
	SUBGRADE PREP , PER SQUARE YARD, CIP	SY	29,016	\$1.38	\$ 40,042.08	29,016.00		29016.00	\$ 40,042.08	\$ -		\$ 40,042.08	100%	\$ -	\$ 2,002.10	
	FLEXIBLE BASE 9-INCH (30' Local Street), PER SQUARE YARD, CIP	SY	25,456	\$10.30	\$ 262,196.80	25,456.00		25456.00	\$ 262,196.80	\$ -		\$ 262,196.80	100%	\$ -	\$ 13,109.84	
	FLEXIBLE BASE 14-INCH (40' Collector Street), PER SQUARE YARD, CIP	SY	3,560	\$15.22	\$ 54,183.20	3,560.00		3560.00	\$ 54,183.20	\$ -		\$ 54,183.20	100%	\$ -	\$ 2,709.16	
	8-INCH OF LIME TREATED SUBGRADE, PER SQUARE YARD, CIP	SY	29,016	\$9.56	\$ 277,392.96	29,016.00		29016.00	\$ 277,392.96	\$ -		\$ 277,392.96	100%	\$ -	\$ 13,869.65	
	2.0" HMAC (30' Local Street), PER SQUARE YARD, CIP	SY	18,834	\$16.16	\$ 304,357.44	18,834.00		18834.00	\$ 304,357.44	\$ -		\$ 304,357				

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
SUBCONTRACTOR's signed certification is attached.
In tabulations below, amounts are stated to the nearest penny.
Use Column P on Contracts where variable retainage for line items may apply.

Continuation of Total

3

Pages

APPLICATION NUMBER
APPLICATION DATE
PERIOD TO
PROJECT #

11
10/25/2025
OCT 2025
24-015

PROJECT NAME: COTTONWOOD PHASE 7

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (NOT in J or K)	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
						PREVIOUS	THIS PERIOD	TO DATE							10%
	EROSION CONTROL IMPROVEMENTS/PAD GRADING														
	SILT FENCE, PER LINEAR FOOT, CIP	LF	3,350	\$3.21	\$ 10,753.50	3,350.00		3350.00	\$ 10,753.50	\$ -		\$ 10,753.50	100%	\$ -	\$ 537.68
	SILT FENCE - POST CONSTRUCTION, PER LINEAR FOOT, CIP	LF	17,170	\$3.21	\$ 55,115.70	-			\$ -	\$ -		\$ -		\$ 55,115.70	\$ -
	INLET PROTECTION, PER EACH, CIP	EA	33	\$116.29	\$ 3,837.57	33.00		33.00	\$ 3,837.57	\$ -		\$ 3,837.57	100%	\$ -	\$ 191.88
	ROCK BERM, PER LINEAR FOOT, CIP	LF	70	\$29.29	\$ 2,050.30	70.00		70.00	\$ 2,050.30	\$ -		\$ 2,050.30	100%	\$ -	\$ 102.52
	REVEGETATION	SY	21,163	\$0.71	\$ 15,025.73	21,163.00		21163.00	\$ 15,025.73	\$ -		\$ 15,025.73	100%	\$ -	\$ 1,502.57
	REVEGETATION, LOTS, DRILL SEEDED	SY	147,998	\$0.28	\$ 41,439.44	147,998.00		147998.00	\$ 41,439.44	\$ -		\$ 41,439.44	100%	\$ -	\$ 4,143.94
	STABILIZED CONSTRUCTION ENTRANCE,	EA	2	\$3,405.57	\$ 6,811.14	2.00		2.00	\$ 6,811.14	\$ -		\$ 6,811.14	100%	\$ -	\$ 340.56
	CONCRETE WASHOUT	EA	2	\$498.38	\$ 996.76	2.00		2.00	\$ 996.76	\$ -		\$ 996.76	100%	\$ -	\$ 49.84
	MATTING, SY	SY	4,350	\$1.55	\$ 6,742.50	4,350.00		4350.00	\$ 6,742.50	\$ -		\$ 6,742.50	100%	\$ -	\$ 674.25
	DRY UTILITY IMPROVEMENTS														
	JOINT TRENCH EXCAVATION	LF	7,120	\$21.43	\$ 152,581.60	7,120.00		7120.00	\$ 152,581.60	\$ -		\$ 152,581.60	100%	\$ -	\$ 7,950.53
	NON JOINT TRENCH EXCAVATION	LF	10,220	\$14.82	\$ 151,460.40	10,220.00		10220.00	\$ 151,460.40	\$ -		\$ 151,460.40	100%	\$ -	\$ 8,691.93
	ELECITRICAL														
	INSTALL 2" CONDUIT	LF	10,605	\$1.57	\$ 16,649.85	10,605.00		10605.00	\$ 16,649.85	\$ -		\$ 16,649.85	100%	\$ -	\$ 912.96
	INSTALL 3" CONDUIT	LF	9,870	\$1.57	\$ 15,495.90	9,870.00		9870.00	\$ 15,495.90	\$ -		\$ 15,495.90	100%	\$ -	\$ 850.94
	PROVIDE & INSTALL 6" CONDUIT	LF	2,710	\$11.68	\$ 31,652.80	2,710.00		2710.00	\$ 31,652.80	\$ -		\$ 31,652.80	100%	\$ -	\$ 1,582.64
	INSTALL SWITCHGEAR	EA	1	\$5,281.34	\$ 5,281.34	1.00		1.00	\$ 5,281.34	\$ -		\$ 5,281.34	100%	\$ -	\$ 264.07
	INSTALL PULL BOX	EA	5	\$5,281.34	\$ 26,406.70	5.00		5.00	\$ 26,406.70	\$ -		\$ 26,406.70	100%	\$ -	\$ 1,320.34
	INSTALL TRANSFORMER PAD	EA	21	\$1,058.88	\$ 22,236.48	21.00		21.00	\$ 22,236.48	\$ -		\$ 22,236.48	100%	\$ -	\$ 1,482.43
	INSTALL SECONDARY PEDESTAL	EA	73	\$370.62	\$ 27,055.26	73.00		73.00	\$ 27,055.26	\$ -		\$ 27,055.26	100%	\$ -	\$ 2,149.60
	INSTALL STREET LIGHT	EA	20	\$1,030.96	\$ 20,619.20	20.00		20.00	\$ 20,619.20	\$ -		\$ 20,619.20	100%	\$ -	\$ 2,061.92
	POTENTIAL ONCOR REIMBURSEMENT	LS	1	(\$90,875.36)	\$ (90,875.36)	1.00		1.00	\$ (90,875.36)	\$ -		\$ (90,875.36)	100%	\$ -	\$ (9,087.54)
	GAS														
	3/4" POLY PIPE	LF	3,915	\$5.99	\$ 23,450.85	3,915.00		3915.00	\$ 23,450.85	\$ -		\$ 23,450.85	100%	\$ -	\$ 1,626.29
	2" POLY PIPE	LF	1,935	\$5.64	\$ 10,913.40	1,935.00		1935.00	\$ 10,913.40	\$ -		\$ 10,913.40	100%	\$ -	\$ 752.94
	4" POLY PIPE	LF	4,540	\$11.78	\$ 53,481.20	4,540.00		4540.00	\$ 53,481.20	\$ -		\$ 53,481.20	100%	\$ -	\$ 3,698.92
	SERVICE TAPS	EA	93	\$283.64	\$ 26,378.52	93.00		93.00	\$ 26,378.52	\$ -		\$ 26,378.52	100%	\$ -	\$ 1,971.30
	POLY TIE IN	EA	5	\$6,460.56	\$ 32,302.80	5.00		5.00	\$ 32,302.80	\$ -		\$ 32,302.80	100%	\$ -	\$ 3,230.28
	2" SLEEVE	LF	2,940	\$4.92	\$ 14,464.80	2,940.00		2940.00	\$ 14,464.80	\$ -		\$ 14,464.80	100%	\$ -	\$ 723.24
	4" SLEEVE	LF	210	\$7.99	\$ 1,677.90	210.00		210.00	\$ 1,677.90	\$ -		\$ 1,677.90	100%	\$ -	\$ 83.90
	6" SLEEVE	LF	350	\$13.33	\$ 4,665.50	350.00		350.00	\$ 4,665.50	\$ -		\$ 4,665.50	100%	\$ -	\$ 233.28
	4" VALVE	EA	1	\$548.50	\$ 548.50	1.00		1.00	\$ 548.50	\$ -		\$ 548.50	100%	\$ -	\$ 54.85
	GENERAL														
	MOBILIZATION	LS	1	\$39,593.13	\$ 39,593.13	1.00		1.00	\$ 39,593.13	\$ -		\$ 39,593.13	100%	\$ -	\$ 1,979.66
	MAINTENANCE BOND	LS	1	\$52,749.12	\$ 52,749.12	-			\$ -	\$ -		\$ -		\$ 52,749.12	\$ -
	MLA TESTING	LS	1	\$75,620.00	\$ 75,620.00	1.00		1.00	\$ 75,620.00	\$ -		\$ 75,620.00	100%	\$ -	\$ 3,970.05
						-			\$ -						
						-									
	CHANGE ORDERS					-									
	CO#01					-									
	LONG WW SERVICE REVISION	EA	42	\$719.74	\$ 30,229.08	42.00		42.00	\$ 30,229.08	\$ -		\$ 30,229.08	100%	\$ -	\$ 1,511.45
	LONG WW CASING DEDUCT	EA	-4	\$1,031.38	\$ (4,125.52)	(4.00)		-4.00	\$ (4,125.52)	\$ -		\$ (4,125.52)	100%	\$ -	\$ (206.28)
	FENCE DEDUCT (ADA HANDRAIL REMOVAL & SWITCH TO CHAIN LINK)	LS	-1	\$7,300.00	\$ (7,300.00)	(1.00)		-1.00	\$ (7,300.00)	\$ -		\$ (7,300.00)	100%	\$ -	\$ (365.00)
	CO#02														
	8" ELECTRICAL BORE	LF	100	\$205.86	\$ 20,586.00	100.00		100.00	\$ 20,586.00	\$ -		\$ 20,586.00	100%	\$ -	\$ 1,029.30
	REVEG MOBILIZATION	LS	1	\$4,250.00	\$ 4,250.00	-			\$ -	\$ -		\$ -		\$ 4,250.00	\$ -
	CO#03				\$ -										
	SIDEWALK DEDUCT	LF	-1747	\$39.03	\$ (68,185.41)	(1,747.00)		-1747.00	\$ (68,185.41)	\$ -		\$ (68,185.41)	100%	\$ -	\$ (3,409.27)
						-									
	CO#04					-									
	2" CONDUIT - ph 6	LF	60	\$ 30.83	\$ 1,850.00	60.00		60.00	\$ 1,850.00			\$ 1,850.00	100%	\$ 0.00	\$ 185.00
	50 AMP ELECTRICAL SERVICE - ph 6	EA	1	\$ 5,500.00	\$ 5,500.00	1.00		1.00	\$ 5,500.00	\$ -		\$ 5,500.00	100%	\$ -	\$ 550.00
	FLOAT SWITCH/PUMP LEADS INSTALL & TERMINATION - ph 6	LS	1	\$ 2,500.00	\$ 2,500.00	-	1.00	1.00	\$ -	\$ 2,500.00		\$ 2,500.00	100%	\$ -	\$ 250.00
	DEMO FORM AND PLACE SUMP - ph 6	EA	1	\$ 4,675.00	\$ 4,675.00	-	1.00	1.00	\$ -	\$ 4,675.00		\$ 4,675.00	100%	\$ -	\$ 467.50
	LEAN CONCRETE DRAIN INTO SUMP - ph 6	CY	22	\$ 205.00	\$ 4,510.00	-	22.00	22.00	\$ -	\$ 4,510.00		\$ 4,510.00	100%	\$ -	\$ 451.00
	ELECTRICAL SUB MOBILIZATION - ph 6	EA	1	\$ 1,000.00	\$ 1,000.00	1.00		1.00	\$ 1,000.00	\$ -		\$ 1,000.00	100%	\$ -	\$ 100.00
	REMOVABLE TRASH RACK - ph 6	EA	1	\$ 2,250.00	\$ 2,250.00	-	1.00	1.00	\$ -	\$ 2,250.00		\$ 2,250.00	100%	\$ -	\$ 225.00
	ADDING MORTAR TO RIP RAP - ph 7	SY	78	\$ 106.20	\$ 8,283.60	78.00		78.00	\$ 8,283.60	\$ -		\$ 8,283.60	100%	\$ -	\$ 828.36
	PUMP(liberty #280 submersible) & 1.5" GALVANIZED DISCHARGE PIPE - ph 6	EA	1	\$ 6,400.00	\$ 6,400.00	-	1.00	1.00	\$ -	\$ 6,400.00		\$ 6,400.00	100%	\$ -	\$ 640.00
	GALVANIZED LADDER - ph 6	EA	1	\$ 1,100.00	\$ 1,100.00	-	1.00	1.00	\$ -	\$ 1,100.00		\$ 1,100.00	100%	\$ -	\$ 110.00
	2" CONDUIT - ph 7	LF	50	\$ 30.83	\$ 1,541.50	50.00		50.00	\$ 1,541.50	\$ -		\$ 1,541.50	100%	\$ -	\$ 154.15
	50 AMP ELECTRICAL SERVICE- ph 7	EA	1	\$ 5,500.00	\$ 5,500.00	1.00		1.00	\$ 5,500.00	\$ -		\$ 5,500.00	100%	\$ -	\$ 550.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project COTTONWOOD PH 7

Job No. 24-015 PA#11

On receipt by the signer of this document of a check from LENNAR HOMES (maker of check) in the sum of \$24,556.50 payable to FIVE STAR CIVIL CONSTRUCTION, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of LENNAR HOMES (owner) located at HUTTO, TX (location) to the following extent: SITE & UTILITY IMPROVEMENTS (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to FIVE STAR CIVIL CONSTRUCTION, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10/25/25

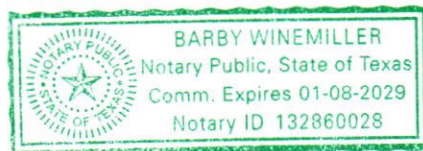
FIVE STAR CIVIL CONSTRUCTION, LLC (Company name)

By [Signature] (Signature)

PROJECT MANAGER (Title)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 25th day of October, 2025, by Matt Cummings (name), PROJECT MANAGER (job title) of FIVE STAR CIVIL CONSTRUCTION, LLC (company name).

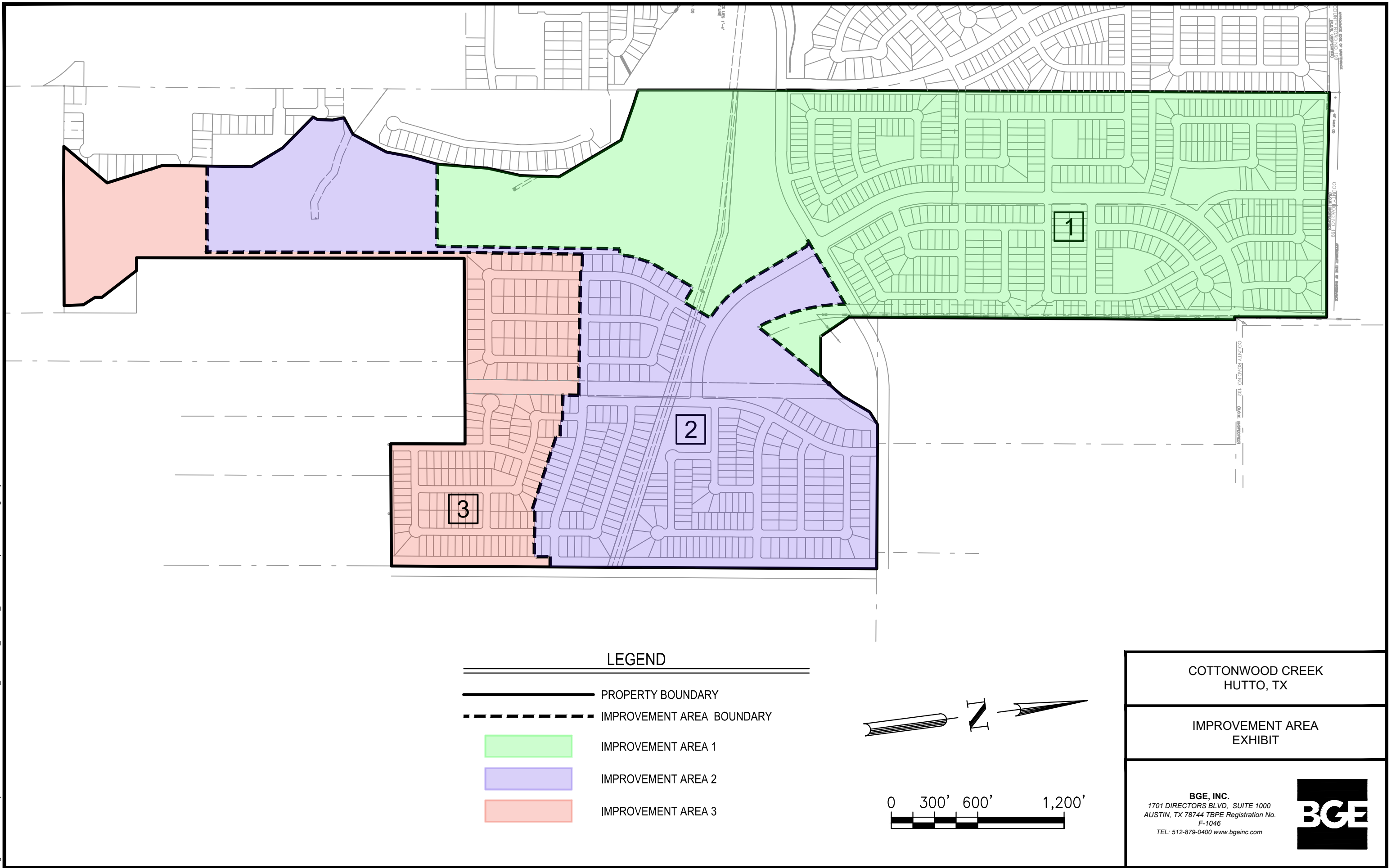


[Signature]
NOTARY PUBLIC, STATE OF TEXAS

APPENDIX 3

IMPROVEMENT AREA MAP

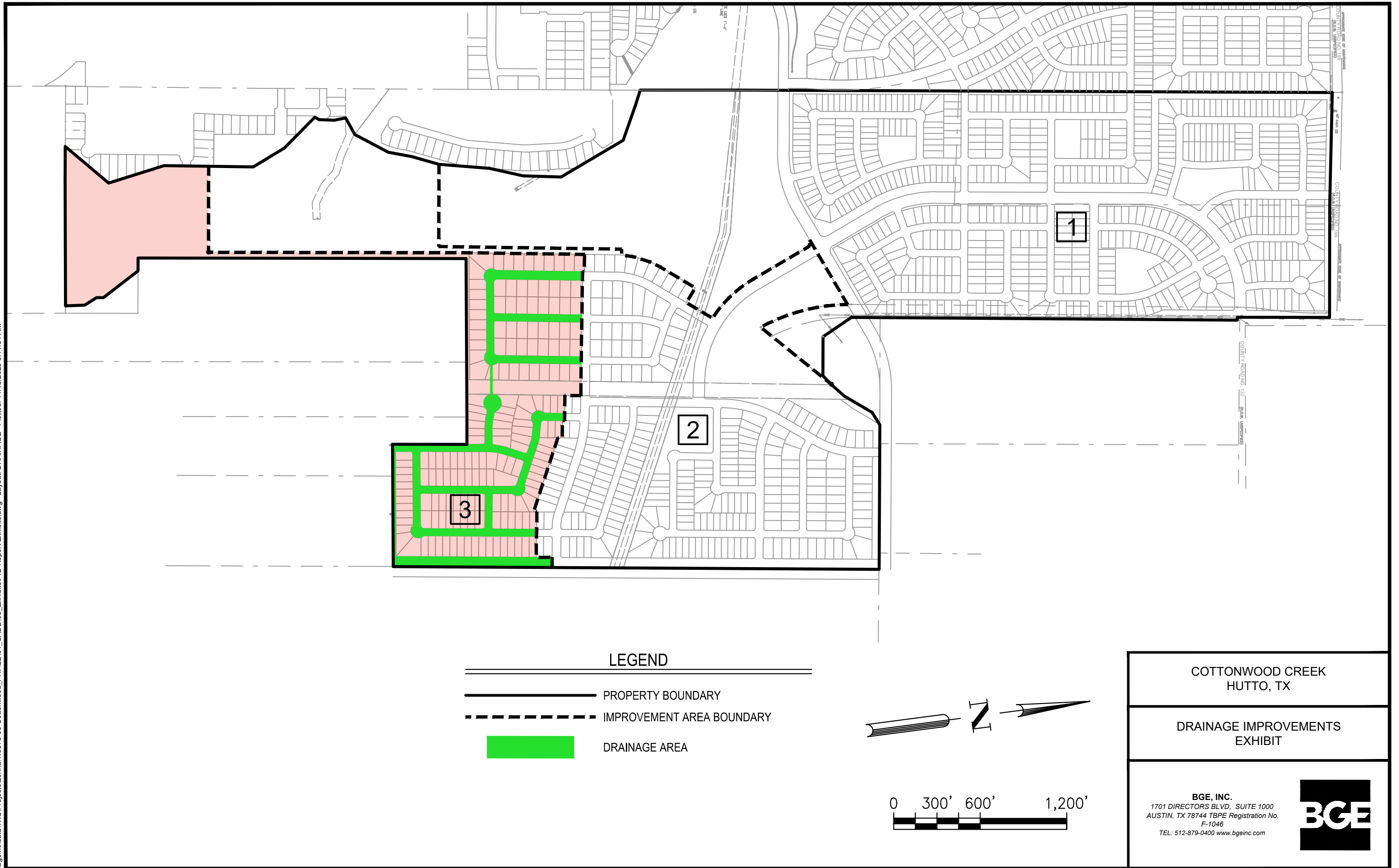
\\bgeinc\data\TX\Projects\Lennar\10376-00-Cottonwood_PH7\LD\01_CADD\05_Exhibits\PID Report Exhibits.dwg Layout: TAKEDOWN Plotted: 11/18/2025 8:58:10 AM



APPENDIX 4

OVERALL IMPROVEMENTS MAP: DRAINAGE

\\bgeinc\data\TX\Projects\Lennar\10376-00-Cottonwood_PH7\LD101_CADD\05_Exhibits\PID Report Exhibits.dwg Layout: DRAINAGE Plotted: 11/18/2025 9:11:54 AM

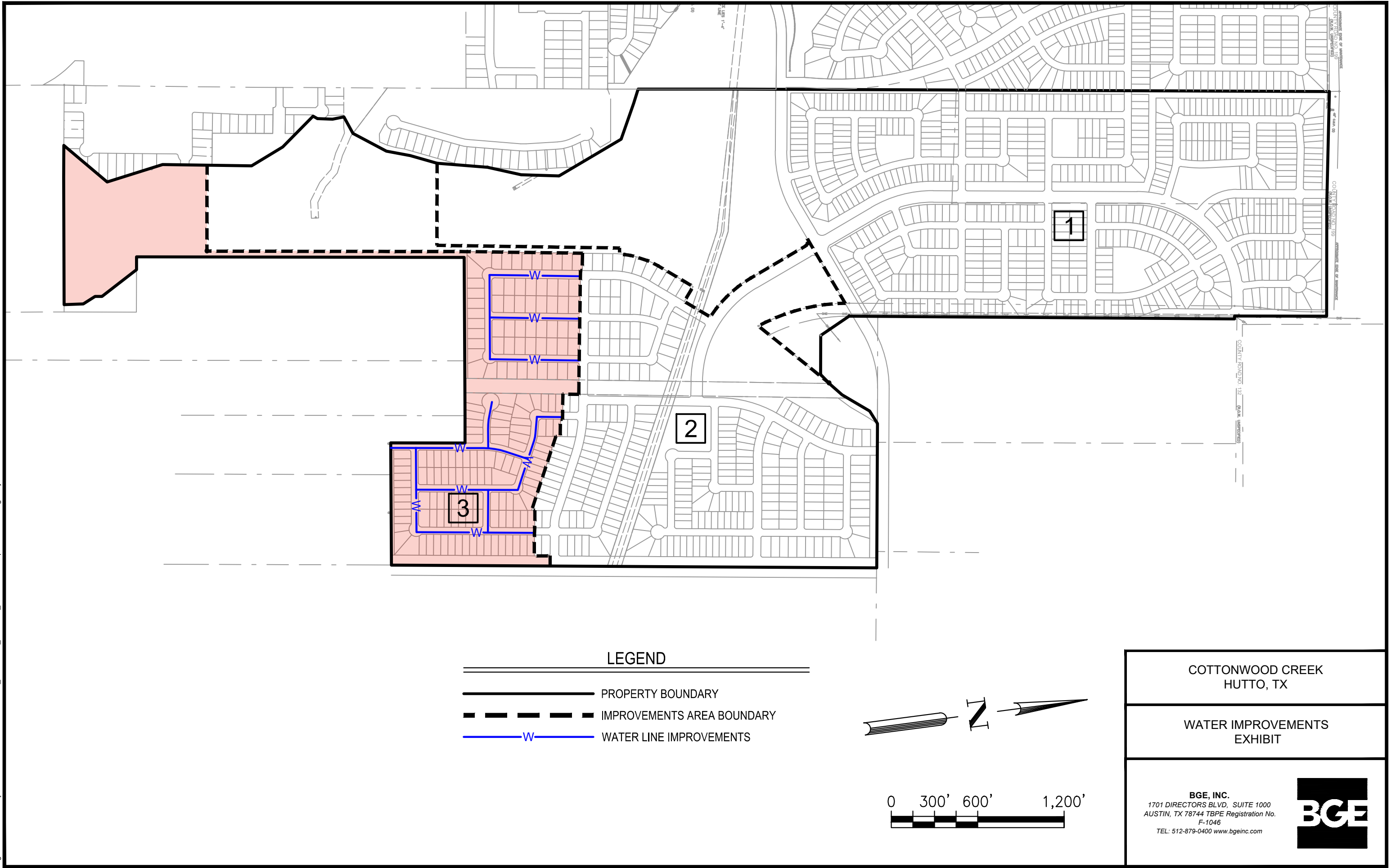


APPENDIX 5

OVERALL IMPROVEMENTS MAP:

POTABLE WATER

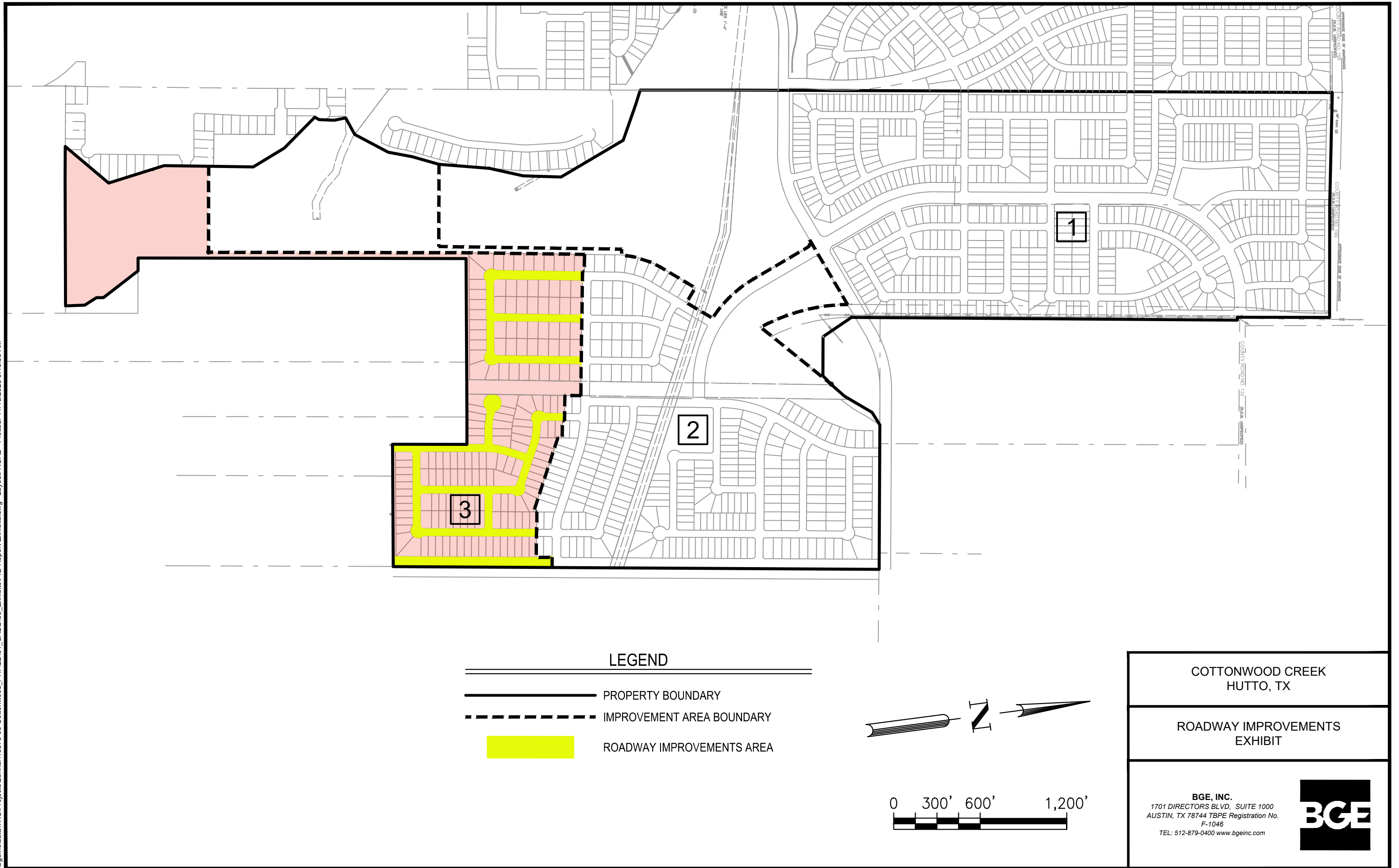
\\bgeinc\data\TX\Projects\Lennar\10376-00-Cottonwood_PH7\LD\01_CADD\05_Exhibits\PID Report Exhibits.dwg Layout: WATER Plotted: 11/18/2025 9:12:48 AM



APPENDIX 6

OVERALL IMPROVEMENTS MAP: STREETS

\\bgeinc\data\TX\Projects\Lennar\10376-00-Cottonwood_PH7\LD\01_CADD\05_Exhibits\PID Report Exhibits.dwg Layout: ROAD Plotted: 11/18/2025 9:13:56 AM



AGENDA ITEM REPORT

9.4.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2026-013 authorizing the issuance of the "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood District Improvement Area #3); approving and authorizing an indenture of trust, a bond purchase agreement, an offering memorandum, a continuing disclosure agreement, a landowner agreement, a reimbursement agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (Alberta Barrett)

Meeting: Thursday, April 2, 2026

Department: Finance /

Staff Contact:

ITEM SUMMARY:

Prior Action:

- On January 18, 2019, the City Council approved the Development Agreement;
- The Cottonwood Public Improvement District was created on April 1, 2021 by Resolution No. R-2021-029;
- The original Service and Assessment plan was approved on June 3, 2021 by Ordinance No. O-2021-032;
- Improvement Area #1 PID Bonds were approved and sold on October 21, 2021 by Ordinance No. O-2021-039;
- City Council approved the Second Amended and Restated Development Agreement on September 16, 2021;
- On October 21, 2021, the City council approved issuance of \$10,215,000 Improvement Area #1 Special Assessment Revenue Bonds, Series 2021;
- On August 15, 2024, the Service and Assessment Plan was updated by Ordinance No. O-2024-045.
- On February 26, 2025, the City Council approved the issuance of \$6,458,000 Improvement Area #2 Special Assessment Revenue Bonds, Series 2025
- On March 12, 2026, City Council received a presentation on the draft service and assessment plan for Improvement Area #3, approved the form and publication of the preliminary offering memorandum, and called a public hearing.

This Meeting

Continue the public hearing until April 16th. Due to numerous circumstances (Good Friday (April 3)

AGENDA ITEM REPORT

9.4.



market scheduling - the stock market is closed and bond market is open for less than a full day, market volatility, geopolitical considerations, to name a few), FMS has recommended to the City that the pricing be delayed until the second meeting in April (specifically April 16th). The expected close date on the bonds will be May 7.

April 16th Meeting

- Council will consider a public hearing on levying assessments for the costs of the proposed public improvements to be provided in the Cottonwood Public Improvement District Improvement Area No. 3.
- Council will consider an Ordinance approving the levy of assessments for the costs of certain improvements to be provided in the Cottonwood Public Improvement District Improvement Area No. 3 project; fixing a charge and lien against all properties within Improvement Area No. 3 of the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in improvement area No. 3 of the district; approving a service and assessment plan; providing a severability clause; and providing an effective date; and take appropriate action.
- Council will consider an Ordinance approving the issuance of the " Special Assessment Revenue Bonds, Series 2026 (Cottonwood District Improvement Area No. 3 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a continuing disclosure agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date; and take appropriate action.

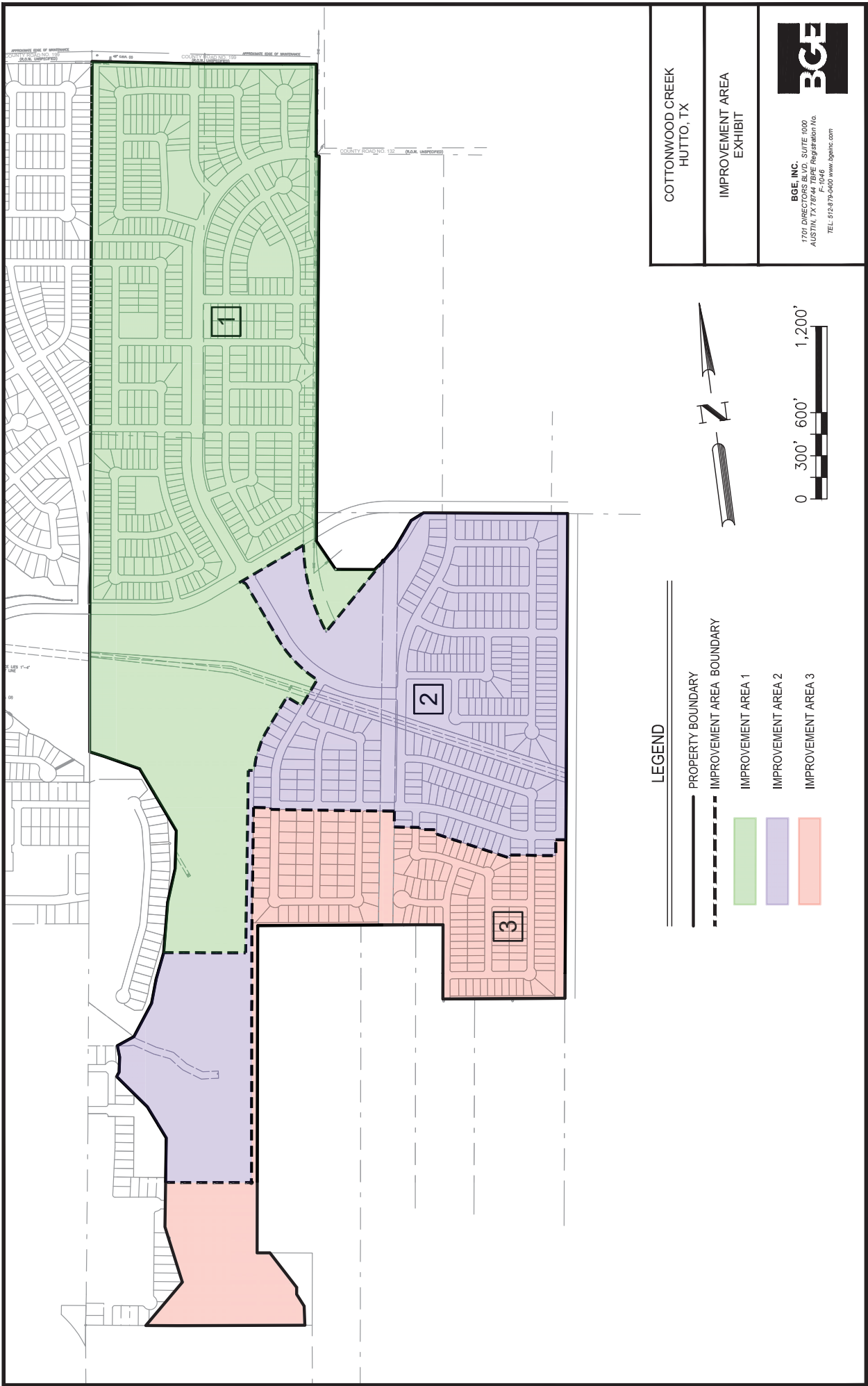
On May 7, 2026, the City will close on the Special Assessment Revenue Bonds, Series 2026 (Cottonwood Public Improvement District Improvement Area No. 3) and delivery of the funds to the trustee.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. Map Cottonwood
2. Bond Ordinance



ORDINANCE NO. O-2026-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF HUTTO, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, A LANDOWNER AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Hutto, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), which was created as Cottonwood Creek Public Improvement District, (the "District"), pursuant to Resolution No. R-2021-029 adopted by the City Council of the City (the "Council") on April 1, 2021; and

WHEREAS, the authorization creating the District became effective upon its publication on March 7, 2021 in the *Taylor Press*, a newspaper of general circulation in the City; and

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

WHEREAS, the District is being developed in phases which began with areas designated as "Improvement Area #1" ("Improvement Area #1"), and "Improvement Area #2" ("Improvement Area #2") and continues with an area designated as "Improvement Area #3" ("Improvement Area #3");, each within the District; and

WHEREAS, the City has previously issued bonds and levied assessments to fund development within Improvement Area #1 and Improvement Area #2; and

WHEREAS, pursuant to the PID Act, on March 22, 2026, the Council published notice of the assessment hearing in the *Taylor Press*, a newspaper of general circulation in the City, and held a public hearing on April 2, 2026, regarding the levy of special assessments within Improvement Area #3, and on April 2, 2026, the Council adopted Ordinance No. O-2026-__ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") relating to the District and levied the Assessments (as defined in the Service and Assessment Plan) in Improvement Area #3 against the Improvement Area #3 Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3)" (the "Bonds"), such Bonds to

be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #3 Improvements, (2) Improvement Area #3's allocable share of District Formation Expenses, (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds, and (4) the interest on the Bonds (all as defined in the Indenture) during and after the period of construction; and

WHEREAS, in connection with the issuance of the Bonds, the Improvement Area #3 Improvements are located within the District, and the City has determined that the Improvement Area #3 Improvements confer a special benefit on the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Improvement Area #3 Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), (v) a Continuing Disclosure Agreement (defined below), (vi) a Landowner Agreement (defined below); and

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

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #3 Improvements, (2) Improvement Area #3's allocable share of District Formation Expenses, (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds, and (4) the interest on the Bonds during and after the period of construction.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of April 15, 2026, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City

is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's signature on the Bond Purchase Agreement may be attested by the City Secretary.

Section 4. Landowner Agreement. The Landowner Agreement (the "Landowner Agreement") substantially in the form attached hereto as **Exhibit C** is hereby approved and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 5. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Improvement Area #3 Improvements, the Developer (as defined in the

Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 6. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and Wilmington Trust, National Association, as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit D** and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. The City Secretary shall publish this ordinance on the City's website and shall publish the approval of this ordinance by the City Council in the approved City Council minutes.

Section 10. Pursuant to Section 3.13 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

Section 11. 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.

Section 12: This Ordinance shall take effect immediately after its passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

PASSED AND APPROVED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS**, on the 2nd of April, 2026 on a vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, Hutto City Secretary

EXHIBIT A
INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF HUTTO, TEXAS

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS TRUSTEE**

DATED AS OF APRIL 15, 2026

SECURING

\$_____

**CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #3 PROJECT)**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION	4
Section 1.1. Definitions.....	4
Section 1.2. Findings.....	13
Section 1.3. Table of Contents, Titles and Headings.....	14
Section 1.4. Interpretation.....	14
ARTICLE II THE BONDS.....	15
Section 2.1. Security for the Bonds.	15
Section 2.2. Limited Obligations.	15
Section 2.3. Authorization for Indenture.	16
Section 2.4. Contract with Owners and Trustee.	15
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS	16
Section 3.1. Authorization.	15
Section 3.2. Date, Denomination, Maturities, Numbers and Interest.	16
Section 3.3. Conditions Precedent to Delivery of Bonds.....	16
Section 3.4. Medium, Method and Place of Payment.....	18
Section 3.5. Execution and Registration of Bonds.	19
Section 3.6. Ownership.	19
Section 3.7. Registration, Transfer and Exchange.....	19
Section 3.8. Cancellation.	20
Section 3.9. Temporary Bonds.....	20
Section 3.10. Replacement Bonds.	21
Section 3.11. Book-Entry Only System.....	22
Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.....	22
Section 3.13. Payments to Cede & Co.....	23
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY.....	23
Section 4.1. Limitation on Redemption	23
Section 4.2. Mandatory Sinking Fund Redemption.....	23
Section 4.3. Optional Redemption	25
Section 4.4. Extraordinary Optional Redemption.....	25
Section 4.5. Partial Redemption.....	25
Section 4.6. Notice of Redemption to Owners.	26
Section 4.7. Payment Upon Redemption	26
Section 4.8. Effect of Redemption.....	26
ARTICLE V FORM OF THE BONDS	27
Section 5.1. Form Generally	27
Section 5.2. Form of the Bonds.	28
Section 5.3. CUSIP Registration.....	35

Section 5.4.	Legal Opinion.	35
ARTICLE VI	FUNDS AND ACCOUNTS	35
Section 6.1.	Establishment of Funds and Accounts.....	35
Section 6.2.	Initial Deposits to Funds and Accounts	37
Section 6.3.	Pledged Revenue Fund	37
Section 6.4.	Bond Fund.....	38
Section 6.5.	Project Fund.....	39
Section 6.6.	Redemption Fund.....	40
Section 6.7.	Reserve Fund	40
Section 6.8.	Rebate Fund: Rebatable Arbitrage.....	42
Section 6.9.	Administrative Fund.	44
Section 6.10.	Investment of Funds.....	43
Section 6.11.	Security of Funds	46
ARTICLE VII	COVENANTS.....	45
Section 7.1.	Confirmation of Improvement Area #3 Assessments.	45
Section 7.2.	Collection and Enforcement of Improvement Area #3 Assessments.	45
Section 7.3.	Against Encumbrances.....	45
Section 7.4.	Records, Accounts, Accounting Reports.	46
Section 7.5.	Covenants Regarding Tax Exemption of Interest on Bonds.....	46
ARTICLE VIII	LIABILITY OF CITY.....	49
Section 8.1.	Liability of City.....	49
ARTICLE IX	THE TRUSTEE	50
Section 9.1.	Acceptance of Trust; Trustee as Registrar and Paying Agent.	50
Section 9.2.	Trustee Entitled to Indemnity.	52
Section 9.3.	Responsibilities of the Trustee.....	51
Section 9.4.	Property Held in Trust.	53
Section 9.5.	Trustee Protected in Relying on Certain Documents.....	53
Section 9.6.	Compensation.	54
Section 9.7.	Permitted Acts.....	55
Section 9.8.	Resignation of Trustee.	57
Section 9.9.	Removal of Trustee.....	55
Section 9.10.	Successor Trustee.....	55
Section 9.11.	Transfer of Rights and Property to Successor Trustee.....	56
Section 9.12.	Merger, Conversion or Consolidation of Trustee.	57
Section 9.13.	Trustee To File Continuation Statements.	57
Section 9.14.	Offering Documentation	59
Section 9.15.	Expenditure of Funds and Risk.....	59
Section 9.16.	Environmental Hazards.....	60
Section 9.17.	Accounts, Periodic Reports and Certificates.	58
Section 9.18.	Construction of Indenture.	58
ARTICLE X	MODIFICATION OR AMENDMENT OF THIS INDENTURE	61
Section 10.1.	Amendments Permitted.....	61

Section 10.2.	Owners' Meetings.	60
Section 10.3.	Procedure for Amendment with Written Consent of Owners.....	60
Section 10.4.	Procedure for Amendment Not Requiring Owner Consent.....	63
Section 10.5.	Effect of Supplemental Indenture.....	61
Section 10.6.	Endorsement or Replacement of Bonds Issued After Amendments.....	61
Section 10.7.	Amendatory Endorsement of Bonds.....	62
Section 10.8.	Waiver of Default.....	62
Section 10.9.	Execution of Supplemental Indenture.....	64
ARTICLE XI	DEFAULT AND REMEDIES.....	62
Section 11.1.	Events of Default.....	62
Section 11.2.	Immediate Remedies for Default.....	63
Section 11.3.	Restriction on Owner's Action.....	64
Section 11.4.	Application of Revenues and Other Moneys After Default.....	65
Section 11.5.	Effect of Waiver.....	66
Section 11.6.	Evidence of Ownership of Bonds.....	66
Section 11.7.	No Acceleration.....	67
Section 11.8.	Mailing of Notice.....	67
Section 11.9.	Exclusion of Bonds Similarly Secured.....	67
Section 11.10.	Remedies Not Exclusive.....	67
Section 11.11.	Direction By Owner.....	67
ARTICLE XII	GENERAL COVENANTS AND REPRESENTATIONS	68
Section 12.1.	Representations as to Trust Estate.....	68
Section 12.2.	General.....	68
ARTICLE XIII	SPECIAL COVENANTS	68
Section 13.1.	Further Assurances; Due Performance.....	68
Section 13.2.	Other Obligations or Other Liens; Future Bonds.....	69
Section 13.3.	Books of Record.....	69
ARTICLE XIV	PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE.....	69
Section 14.1.	Trust Irrevocable.....	69
Section 14.2.	Satisfaction of Indenture.....	70
Section 14.3.	Bonds Deemed Paid.....	70
ARTICLE XV	MISCELLANEOUS.....	71
Section 15.1.	Benefits of Indenture Limited to Parties.....	71
Section 15.2.	Successor is Deemed Included in All References to Predecessor.....	73
Section 15.3.	Execution of Documents and Proof of Ownership by Owners.....	74
Section 15.4.	No Waiver of Personal Liability.....	72
Section 15.5.	Notices to and Demands on City and Trustee.....	72
Section 15.6.	Partial Invalidity.....	73
Section 15.7.	Applicable Laws; Jurisdiction.....	73
Section 15.8.	Payment on Business Day.....	73
Section 15.9.	Counterparts.....	73

Section 15.10. Boycotts and Foreign Business Engagements	76
Section 15.11. Electronic Storage.....	77
EXHIBIT A	DESCRIPTION OF THE PROPERTY WITHIN THE COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
EXHIBIT B	FORM OF CERTIFICATION FOR PAYMENT
EXHIBIT C	FUND OPTIONS DISCLOSURE, CONSENT, AND DIRECTION

INDENTURE OF TRUST

THIS INDENTURE, dated as of April 15, 2026, is by and between the CITY OF HUTTO, TEXAS (the "*City*"), and Wilmington Trust, National Association, a national banking association, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "*City Secretary*") 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 located within the corporate limits of the City to be known as Cottonwood Creek Public Improvement District; and

WHEREAS, on April 1, 2021, the City Council (the "*City Council*") authorized the formation of the Cottonwood Creek Public Improvement District (the "*District*" or "*PID*") pursuant to Resolution No. R-2021-029 (the "*Creation Resolution*") in accordance with the PID Act;

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

WHEREAS, on March 18, 2021, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on April 1, 2021, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. R-2021-029, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City published notice of its authorization of the District in the *Taylor Press*, a newspaper of general circulation in the City; and

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

WHEREAS, on September 16, 2021, the City approved a second amended and restated development agreement by and between the City and the Developer (as defined herein) to establish the development and improvement standards for the District; and

WHEREAS, on November 16, 2021, the City issued a series of bonds secured by assessments levied within the District's Improvement Area #1, which were authorized pursuant to a separate indenture from the Bonds and secured by a separate levy of assessments from the Improvement Area #3 Assessments; and,

WHEREAS, on February 6, 2025, the City issued a series of bonds secured by assessments levied within the District's Improvement Area #2, which were authorized pursuant to a separate indenture from the Bonds and secured by a separate levy of assessments from the Improvement Area #3 Assessments; and,

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice on March 22, 2026 of a public hearing in a newspaper of general circulation in the City to consider the proposed "*Service and Assessment Plan*" and the "Improvement Area #3" levy of the "*Improvement Area #3 Assessments*" in the amount of \$3,327,000 on property in Improvement Area #3 of the District (all as defined herein); and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #3 Assessment Roll and the Service and Assessment Plan and the levy of Improvement Area #3 Assessments on property in the District to the last known address of the owners of the property liable for the Improvement Area #3 Assessments; and

WHEREAS, the City Council convened the hearing on April 2, 2026, 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 Improvement Area #3 Assessment Roll, and the Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #3 Assessments, the allocation of Actual Costs, the purposes of the Improvement Area #3 Assessments, the special benefits of the Improvement Area #3 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #3 Assessments; and

WHEREAS, at the public hearing referenced in the preceding paragraph, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Improvement Area #3 Assessment Roll, or the levy of the Improvement Area #3 Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, at a meeting held on April 2, 2026, respectively, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Improvement Area #3 Assessment Roll and levied the Improvement Area #3 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #3 Assessments for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #3 Improvements, (2) Improvement Area #3's allocable

Actual Costs of the Improvement Area #3 Improvements, (2) Improvement Area #3's allocable share of District Formation Expenses, (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds, and (4) the interest on the Bonds during and after the period of construction; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project)" (the "*Bonds*"), such Bonds being payable solely from the Improvement Area #3 Assessments and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a first lien on, security interest in, and pledge of all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*");

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, and including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds Similarly Secured are special, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Cost(s)*" means, with respect to the Improvement Area #3 Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City, including the acquisition of necessary easements and other right-of-way; (2) to prepare plans, specifications (including bid

packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4.0% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the additional 0.50% interest charged on the Improvement Area #3 Assessments as authorized by Section 372.018 of the PID Act.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

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

"Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to the Improvement Area #3 Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Improvement Area #3 Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Improvement Area #3 Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of Bonds Similarly Secured, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds Similarly Secured, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund

Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

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

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

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessment Ordinance" means Ordinance No. O-2026-____ adopted by the City Council on April 2, 2026, that levied the Improvement Area #3 Assessments, as shown on the Improvement Area #3 Assessment Roll.

"Assessment Revenues" means the revenues received by the City from the collection of Improvement Area #3 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"Attorney General" means the Attorney General of the State.

"Authorized Denomination" means \$25,000 and any integral multiple of \$1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect.

"Bond" means any of the Bonds.

"Bond Counsel" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

"Bond Issuance Costs" means the costs associated with issuing Bonds Similarly Secured, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements,

underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds Similarly Secured.

"*Bond Ordinance*" means Ordinance No. O-2026-___ adopted by the City Council on April 2, 2026, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Certification for Payment*" means a certificate given pursuant to the Financing and Reimbursement Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request funding for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached hereto as Exhibit B.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"*Closing Date*" means the date of the initial delivery of and payment for the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Continuing Disclosure Agreement of the Developer*" means the agreement executed between the Developer, Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Developer agrees to provide certain information regarding the development of the District and the Improvement Area #3 Improvements for the benefit of the owners of the Bonds.

"Continuing Disclosure Agreement of the Issuer" means the agreement executed between the City, Administrator and the dissemination agent for the benefit of the Owners of the Bonds (including owners of beneficial interests of the Bonds), to provide, by certain dates prescribed in the Continuing Disclosure Agreement of the Issuer to provide periodic information and notices of material events regarding the City in accordance with Securities and Exchange Commission Rule 15c2-12.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquency & Prepayment Reserve Requirement" means an amount equal to 4.25% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #3 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

"Delinquent Collection Costs" means costs related to the foreclosure on Improvement Area #3 Assessed Property and the costs of collection of delinquent Improvement Area #3 Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Dallas, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, and its successors and assigns.

"District Formation Expenses" means the costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"Financing and Reimbursement Agreement" means the Cottonwood Creek Public Improvement District Financing and Reimbursement Agreement between the City and the

Developer, dated as of June 3, 2021, as may have been or may be further amended and supplemented from time to time.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #3 Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and *"Funds"*, in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"Improvement Area #3" means the approximately 65.402 acres located within the District, as described in the Service and Assessment Plan.

"Improvement Area #3 Assessed Property" means property on which Improvement Area #3 Assessments have been levied as shown on the Improvement Area #3 Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #3 other than Non-Benefited Property as defined in the Service and Assessment Plan.

"Improvement Area #3 Assessment Roll" means the document attached as Exhibit J-2 to the Service and Assessment Plan, showing the total amount of the Improvement Area #3 Assessments, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Improvement Area #3 Assessments" means the assessments levied against Improvement Area #3 Assessed Property in the District, as provided for in the Assessment Ordinance and in the Service and Assessment Plan, and any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"Improvement Area #3 Improvements" means those Public Improvements that only benefit Improvement Area #3.

"Improvement Area #3 Projects" means Improvement Area #3 Improvements, Improvement Area #3's allocable share of District Formation Expenses and Bond Issuance Costs as calculated and described in the Service and Assessment Plan.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real

property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bonds" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2026.

"Investment Securities" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"Outstanding" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"Owner" or *"Holder"* means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11. The term *"Owner"* or *"Holder"*, when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"Parcel" or *"Parcels"* means a parcel or parcels within Improvement Area #3 identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Williamson County or by any other means determined by the City.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"*Pledged Revenue Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Improvement Area #3 Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"*Prepayment*" means the payment of all or a portion of an Improvement Area #3 Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Improvement Area #3 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Improvement Area #3.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Public Improvements*" means the public improvements authorized by the PID Act, including the public improvements as described in Section III.C of the Service and Assessment Plan.

"*Purchaser*" means the initial purchaser of the Bonds.

"*Quarter in Interest*" means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of then Outstanding Bonds Similarly Secured (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the 15th calendar day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reserve Account*" means that account established pursuant to Section 6.1(b)(i)(A).

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is \$ _____ which is an amount equal to Maximum Annual Debt Service on the Bonds as of the date of issuance. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Improvement Area #3 Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be

established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Subaccount*" means any of the subaccounts established pursuant to Section 6.1 of this Indenture.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means Wilmington Trust, National Association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability and may rely upon the City's financial advisor to provide a determination as to the foregoing.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on, security interest in, and pledge of the Trust Estate.

(b) The lien on, security interest in, and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore

valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owner, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #3 Improvements, (2) Improvement Area #3's allocable share of District Formation Expenses, (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds, and (4) the interest on the Bonds during and after the period of construction ..

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;

- (c) a copy of the executed Financing and Reimbursement Agreement and any amendments;
- (d) a copy of a Continuing Disclosure Agreement of the Issuer between the City, the Administrator and the dissemination agent thereunder and a Continuing Disclosure Agreement of the Developer between the Developer, the Administrator and the dissemination agent thereunder;
- (e) a copy of this Indenture executed by the Trustee and the City;
- (f) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (g) an executed signature and no-litigation certificate of the City;
- (h) executed opinions of Bond Counsel and the City Attorney; and
- (i) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.
- (b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.
- (c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.
- (d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized by law or executive order to close, and payment on such date shall for

all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat, abandoned property, or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor, or Mayor Pro-Tem countersigned by City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds and registered in the name of Cede & Co, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor, Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial

Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to

the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall destroy such Bonds and deliver a certificate of such destruction to the City.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a

Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed, or wrongfully taken, the City shall provide and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant will respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its

responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on September 1 in the years 20__, 20__ and 20__ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20__

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1,, 20__

Principal Amount

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select, in accordance with Section 4.5, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by

the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20__, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected by lot, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of \$1,000 by lot, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. Form of the Bonds.

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING
POWER OF THE STATE OF TEXAS, THE CITY,
WILLIAMSON COUNTY, OR ANY OTHER POLITICAL
CORPORATION, SUBDIVISION OR AGENCY THEREOF,
IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF
OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #3 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____ %	_____, 20__	_____, 2026	_____

The City of Hutto, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____ or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1, and September 1, of each year, commencing September 1, 2026.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "*Designated Payment/Transfer Office*"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "*Record Date*," which shall be the 15th day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of _____, 2026 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of paying a portion of (1) the Actual Costs of the Improvement Area #3 Improvements, (2) Improvement Area #3's allocable share of District Formation Expenses, and (3) the Bond Issuance Costs of the Bonds, including funding a reserve fund for the payment of principal of and interest on the Bonds and (4) the interest on the Bonds during and after the period of construction.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

The City has reserved the right to issue Refunding Bonds and other obligations on the terms and conditions specified in the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$25,000 and any multiple of \$1,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$25,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture.

The Bonds maturing on September 1 in the years _____, _____ and _____ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from

moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20__

Redemption Date

Principal Amount

†Final Maturity

Term Bonds Maturing September 1, 20__

Redemption Date

Principal Amount

†Final Maturity

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, a principal amount of Term Bonds of such maturity equal to the sinking fund installments of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20__, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected by lot, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice

of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Refunding Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, WILLIAMSON COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be

done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Hutto, Texas

Mayor, City of Hutto, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Wilmington Trust, National Association, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------

Section 5.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than \$25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;

- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

Fund: (i) The following Accounts are hereby created and established under the Bond

- (A) Principal and Interest Account; and
- (B) Capitalized Interest Account.

Reserve Fund: (ii) The following Accounts are hereby created and established under the

- (A) Reserve Account; and
- (B) Delinquency & Prepayment Reserve Account.

Project Fund: (iii) The following Accounts are hereby created and established under the

- (A) Improvement Account; and
- (B) Costs of Issuance Account.

Revenue Fund: (iv) The following Account is hereby created and established under the Pledged

- (A) Bond Pledged Revenue Account.

(c) Each Fund, each Account and each Subaccount created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured. Amounts on deposit in the Funds, Accounts and Subaccounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues to account properly for the payment of the Actual Costs of the Improvement Area #3 Projects or to facilitate the payment or redemption for the Bonds Similarly Secured.

Section 6.2. Initial Deposits to Funds and Accounts.

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account of the Reserve Fund \$_____ which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account of the Project Fund: \$_____;
- (ii) to the Improvement Account of the Project Fund: \$_____;
- (iii) to the Capitalized Interest Account of the Bond Fund: \$_____; and
- (iv) to the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) Immediately upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, as set forth in the Service and Assessment Plan. Specifically, the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Improvement Area #3 Improvements, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(b) hereof and, on each March 1, beginning March 1, 2027, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account

any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(d) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund.

(e) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Improvement Area #3 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

(d) Moneys in the Capitalized Interest Account of the Bond Fund shall be used for the payment of interest on the Bonds on the following date and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 1, 2026	

Any amounts on deposit to the Capitalized Interest Account of the Bond Fund after the payment of interest on the date and in the amount listed above shall be transferred to the Improvement Account of the Project Fund, or if the Improvement Account of the Project Fund has been closed as provided in Section 6.5(d) of (f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem the Bonds, and the Capitalized Interest Account of the Bond Fund shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such City Certificate or Certification for Payment shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) Except as provided in Section 6.5(d) and (f), money on deposit in the Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Account in reliance upon a Certification for Payment approved by the City.

(d) If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #3 Improvements such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Improvement Account of the Project Fund, the City Representative shall, after providing the Developer with thirty (30) days notice of such determination, file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds

Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all of the Improvement Area #3 Improvements have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #3 Improvements are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(g) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account or Subaccount in the Project Fund and used to pay Actual Costs of the Improvement Area #3 Improvements then second to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) Subject to 6.3(a) herein, the Trustee will transfer from the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 1 of each year, commencing March 1, 2027, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee

to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer.

(c) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000 from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Improvement Account of the Project Fund to pay Actual Costs of the Improvement Area #3 Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written

notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #3 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture, to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the Wilmington U.S. Government Money Market Fund – Institutional Share Class, CUSIP No. 97181C605, pursuant to the terms set forth in the Fund Options Disclosure, Consent and Direction attached hereto as Exhibit C, and if such fund is no longer available, cash balances shall be held uninvested until the Trustee is directed otherwise pursuant to a City Certificate.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for losses (including depreciation) arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebutable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebutable Arbitrage owed by the City. The City Certificate shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required

by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Improvement Area #3 Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #3 Assessments against the property in Improvement Area #3 of the District from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Improvement Area #3 Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding the City covenants agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #3 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #3 Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #3 Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, or any Refunding Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, and Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #3 Assessments. The Trustee and holder or holders of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve

fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code;

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and,

(9) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(8), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs of the Improvement Area #3 Projects on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #3 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any

governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds Similarly Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee shall not be liable except in connection with its performance of such duties.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Owners against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making scheduled debt service payments prior to the occurrence of a default, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; or (v) any loss suffered in connection with any investment of funds.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically and expressly set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential loss or damages of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action, in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #3 Projects. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in

their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Developer, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate

or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(1) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee, at the expense of the City, may request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note, or other evidence of indebtedness, resolution, direction, report, or other document or instrument provided to the Trustee in accordance with the terms of this Indenture that it shall believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City, consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by

such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. Compensation.

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar.

Unless otherwise provided by contract with the Trustee, and subject to the limitations set forth above, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund prior to any Bonds Similarly Secured Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or

work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Owners of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be

required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of any outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

The City will cause to be filed all appropriate financing statements. If necessary, the Trustee, as directed in writing by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or an Owner, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared

or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of the Bonds Similarly Secured of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Owners of the Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by Applicable Laws, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture;

(iv) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or

in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Owners in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the

required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, shall be mailed by first class mail by the Trustee to each Owner of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bonds Similarly Secured Outstanding at such effective date and

presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. Waiver of Default.

Subject to Section 10.1, with the written consent of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Improvement Area #3 Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured then Outstanding; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding hereunder and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited to recovery from the Trust Estate may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale

shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) In an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond

Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Owners of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Owners of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

The Trustee may, with the prior written consent of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond Similarly Secured shall bind all future Owners of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. Remedies Not Exclusive.

Subject to Section 11.2, no remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds Similarly Secured shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction. The Trustee shall be entitled to request and receive such directions in writing and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #3 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Other Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds, or subordinate lien obligations permitted hereunder, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein no Refunding Bonds or subordinate lien obligations may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or subordinate lien obligations is scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or subordinate lien obligations must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as

provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Trust Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City

directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. No Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, or email, and addressed as follows:

If to the City

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634
Attn: City Manager
Telephone: 512-759-4031
E-Mail: James.Earp@huttotx.gov

If to the Trustee
Or the Paying Agent/Registrar

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248
Attn: Parker Merritt
Telephone: 714-384-4174
E-Mail: pmerritt@wilmingtontrust.com

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws; Jurisdiction.

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

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. Boycotts and Foreign Business Engagements.

(a) The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists

to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary. Notwithstanding anything in this Indenture to the contrary, the City reserves and retains all rights and remedies at law and in equity for pursuit and recovery of damages, if any.

(b) Not a Sanctioned Company. The Trustee 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, Government Code. The foregoing representation excludes the Trustee 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.

(c) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(d) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(e) No Boycott of Energy Companies. The Trustee 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 Indenture. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 15.11. Electronic Storage.

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Attest:

Laura Hallmark, City Secretary

(CITY SEAL)

City Signature Page to Indenture of Trust

Wilmington Trust, National Association,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

EXHIBIT A

**DESCRIPTION OF THE PROPERTY WITHIN
THE COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT**

LEGAL DESCRIPTION

FIELD NOTES FOR A 65.402 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 367.15 ACRE TRACT OF LAND AS CONVEYED UNTO HUTTO 372, LTD IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 65.402 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 "BGE INC." set on the east line of a called 143.5 acre tract of land as conveyed unto LPL Investments, LP in Document Number 2010007498, of the Official Public Records of Williamson County Texas, at the common corner of the remainder of said 367.15 acre tract and a called 118.569 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, LTD in Document Number 2021167804 of the Official Public Records of Williamson County Texas, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°51'01" W, coincident with the common line of the remainder of the 367.15 acre tract and said 143.5 acre tract, a distance of 1,101.67 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the remainder of the 367.15 acre tract and a called 87.834 acre tract of land as conveyed unto MB Hutto, LLC in Document Number 2021066633 of the Official Public Records of Williamson County, Texas, for an easterly corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°47'03" W, coincident with the common line of the remainder of the 367.15 acre tract and said 87.834 acre tract, a distance of 848.98 feet to a 5/8-inch iron rod found for a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°41'41" E, continuing coincident with said common line, a distance of 516.58 feet to a 5/8-inch iron rod found (disturbed) at the most northeasterly corner of the 87.834 tract, for a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°32'58" W, continuing coincident with said common line, a distance of 185.35 feet to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the 87.834 acre tract and a called 78.47 acre tract of land as conveyed unto Avula Holdings LLC and VD Investments Management, LLC in Document Number 2021190479 of the Official Public Records of Williamson County, Texas, for an angle point of the reminder of the 367.15 acre tract and the herein described tract ;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 78.47 acre tract the following eight (8) courses:

- 1) N 82°47'28" W, a distance of 385.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, for an angle point of the herein described tract;
- 2) N 82°44'28" W, a distance of 717.71 feet to a 5/8-inch iron rod found (disturbed) for a re-entrant corner of the herein described tract;
- 3) S 07°38'02" W, a distance of 2,275.38 feet to a 5/8-inch iron rod found for a re-entrant corner of the herein described tract;
- 4) S 82°52'10" E, a distance of 89.67 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 5) S 30°02'22" E, a distance of 303.35 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 6) S 08°06'32" W, a distance of 47.67 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 7) S 24°41'28" E, a distance of 97.74 feet to a 5/8-inch iron rod found for an angle point of the herein described tract;
- 8) S 05°33'25" W, a distance of 132.75 feet to a 1/2-inch iron rod found on the north line of a called 24.226 acre tract of land as conveyed unto S&H Hutto Investments, LLC in Document Number 2021009582 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 78.47 acre tract for southeast corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°40'21" W, coincident with the common line of the remainder of the 367.15 acre tract and said 24.226 acre tract, a distance of 882.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°25'26" W, continuing coincident with said common line, a distance of 222.64 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found at the southeast corner of Glenwood, Phase 4B Final Plat as shown in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, for the southwest corner of the 367.15 acre tract and the herein described tract;

THENCE, departing said common line, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood, Phase 4B Final Plat the following three (3) courses;

- 1) N 47°40'09" E, passing at a distance of 215.64 feet a 1/2-inch iron rod found at the common corner of Lot 5 and Lot 6, said Glenwood, Phase 4B and continuing a total distance of 393.88 feet to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEY" found for an angle point of the herein describe tract;
- 2) N 09°52'12" W, a distance of 402.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 08°21'28" E, passing a distance of 184.17 feet to a 1/2-inch iron rod found at the common corner of the right-of-way of Fishbaugh Lane (R.O.W. ~ 60') as shown on said plat of Glenwood, Phase 4B and Lot 1A, Amended Plat of Lot 14, Block C, Glenwood, Phase 4A And Lot 1, Block C, Glenwood, Phase 4B as recorded in Document Number 2008041948 of the Official Public Records of Williamson County Texas, and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Amended Plat, a total distance of 309.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 367.15 acre tract and the aforementioned 118.569 acre tract, for a corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 118.569 acre tract the following ten (10) courses:

- 1) S 82° 22' 58" E, a distance of 598.31 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 07° 37' 02" E, a distance of 1,806.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 08° 18' 08" E, a distance of 800.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 4) S 81° 41' 52" 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;
- 5) S 08° 18' 08" W, a distance of 12.78 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;
- 6) S 81° 41' 52" E, a distance of 981.04 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;

- 7) Curving to the right, with a radius of 970.00 feet, an arc length of 293.11 feet, a central angle of $17^{\circ} 18' 48''$, a chord bearing of S $73^{\circ} 02' 28''$ E, and a chord distance of 292.00 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;
- 8) S $64^{\circ} 23' 03''$ E, a distance of 423.06 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 left, with a radius of 330.00 feet, an arc length of 102.41 feet, a central angle of $17^{\circ} 46' 48''$, a chord bearing of S $73^{\circ} 16' 27''$ E, and a chord distance of 102.00 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 $82^{\circ} 09' 52''$ E, a distance of 279.44 feet to the **POINT OF BEGINNING** and containing 65.402 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A plat of survey with like job number and date was prepared in conjunction with this metes and bounds description.

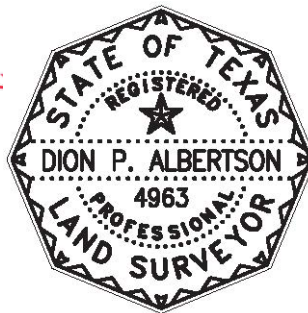


Dion P. Albertson RPLS No. 4963
BGE, Inc.

7330 San Pedro Ave, Suite 202
San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm No. 10194490



10/10/2023

Date

Client: Lennar

Date: October 10, 2023

Job No: 9936-01

EXHIBIT B

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Cottonwood Creek)

CERTIFICATION FOR PAYMENT FORM NO.

The undersigned _____ (the "**Construction Manager**") requests payment from [the Improvement Account of the Project Fund] from the City of Hutto (the "**City**") in the amount of \$ _____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of Improvement Area #3 Projects providing a special benefit to property within Improvement Area #3 of the Cottonwood Creek Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Cottonwood Creek Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

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

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Improvement Area #3 Projects has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Improvement Area #3 Projects, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Improvement Area #3 Projects, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity under common control with the Construction

Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

7. The work with respect to the Improvement Area #3 Projects referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Improvement Area #3 Projects (or its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Improvement Area #3 Projects identified may be paid until the work with respect to such Improvement Area #3 Projects (or Segment thereof) has been completed and the City has accepted such Improvement Area #3 Projects (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Improvement Area #3 Projects (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][***Include bracketed language if final progress payment for such Authorized Improvement***]

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Improvement Area #3 Projects and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement]***

(Signature pages follow)

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

**Lennar Homes of Texas Land and Construction,
a Texas limited partnership, as
CONSTRUCTION MANAGER**

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Improvement Area #3 Projects (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from the appropriate account of the Project Fund to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

ATTACHMENT A

TO CERTIFICATION FOR PAYMENT FORM NO. _____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B

TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C

TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

Invoice Ledger Entity: Lennar Homes of Texas Land and Construction, Ltd. Project: Cottonwood Creek Public Improvement District								
Certification of Payment Form No.	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub- Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D

TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

EXHIBIT C
FUND OPTIONS DISCLOSURE, CONSENT AND DIRECTION

[to be attached]

FUND OPTIONS DISCLOSURE, CONSENT AND DIRECTION

Account

Name: City of Hutto Cottonwood Creek PID IA#3 (“Account”)

The undersigned issuer, borrower or other authorized person (“Client”), with respect to the Account designated above, hereby delivers this Fund Options Disclosure, Consent and Direction (“Direction”) to Wilmington Trust, National Association (“Bank”) and its affiliates, as applicable, as of the date indicated on the signature page hereto.

Client hereby authorizes and directs Bank to invest the current and future Account cash balances in one or more of the money market mutual funds (“Funds”) selected on the attached Appendix A (“Fund Menu”).

Bank shall from time to time sweep all future cash balances in the Account into the selected Fund unless and until Client instructs Bank otherwise in writing.

Disclosure: Bank acts on the Client’s instruction herein, and solely as the Client’s agent, when investing in Funds. All investments in Funds and other decisions are made solely by Client in consultation with its own professional advisors. Bank is not a fiduciary to Client, is not recommending any Fund or share class to Client or providing any investment advice to Client. Each Fund is offered solely by such Funds’ prospectus, which lists the share classes available for such Fund and the expenses of investing in such share classes. Client should determine which Fund is most suitable for it. Bank does not provide tax, legal or accounting advice to Client, and Client is responsible for consulting with professionals in those areas before executing this instruction.

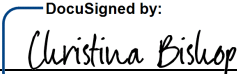
Bank will receive payments for investments in Funds from the respective Fund, its distributor, its manager, or their respective affiliates. Wilmington U.S. Treasury Money Market Fund and Wilmington U.S. Government Money Market Fund (“Wilmington Trust Funds”) are Funds advised, sponsored or otherwise serviced by Bank or its affiliates, and for such Wilmington Trust Funds, Bank and its affiliates will receive as payments most or all of the amounts constituting the applicable net expense ratio. For Funds other than Wilmington Trust Funds, payments the Bank is eligible to receive vary by Fund and by share class. These payments to the Bank are allocable from the management fees or service fees set forth in the Funds’ prospectus, and such fees should be considered in any selection you make.

With respect to the Wilmington Trust Funds, which are advised, sponsored or otherwise serviced by Bank or its affiliates, Bank and/or its affiliates will receive direct or indirect benefits, financial or otherwise, in connection with investments in such funds. The receipt of such benefits creates an incentive to make the Wilmington Funds available to Client as compared to those otherwise available in the marketplace.

With respect to certain of the Funds, Bank and its affiliates may provide investment management, shareholder services, administrative services, services under 12b-1 plans and other services to Funds and may be entitled to receive payments from such Funds or their distributors, managers or investment advisors for any such services that it provides to Funds, which payments may be in addition to the payments to Bank or its affiliates described in the foregoing paragraphs. Payments received by Bank or its affiliates from or with respect to the Funds may create an incentive for the Bank to make shares of the Funds available to the Account.

Client hereby acknowledges the terms of the above disclosure, and Client hereby certifies to Bank that: (i) Client is authorized and permitted under any agreements or documents governing the Account ("Account Documents") to execute and deliver this Direction and this Direction does not violate any terms of the Account Documents, including, without limitation, any eligible investments or similar requirements, (ii) Client has received and reviewed the prospectus for any Fund selected above and Client and the Account, as applicable, are qualified under the terms of such prospectus to invest or be invested in such Fund, including, without limitation, respecting any U.S. or other domicile requirements and any institutional or qualified investor requirements or restrictions, and (iii) Client is not formed under or subject to the Employee Retirement Income Security Act of 1974 ("ERISA").

Client further acknowledges that Bank has not reviewed the Account Documents to determine whether this Direction violates any eligible investments or similar requirements applicable to the Account. Bank shall be fully indemnified by Client for any action or inaction taken by Bank pursuant to this Direction or any related document.

By  Christina Bishop
Name: Christina Bishop
Title: Assistant Finance Director
Date: 3-16-2026

Appendix A

Fund Name	NASDAQ	CUSIP	Sweep	Links to Documentation	
				Fact Sheet	Prospectus
Select One					
Treasury Only					
BlackRock Treasury Trust Fund	BITXX	09248U452	☐	Fact Sheet	Prospectus
JPMorgan 100% U.S. Treasury Securities Money Market Fund	VPIXX	4812A2843	☐	Fact Sheet	Prospectus
Morgan Stanley Institutional Liquidity Funds Treasury Securities Portfolio	MNVXX	61747C483	☐	Fact Sheet	Prospectus
Treasury & Repurchase Agreements					
BlackRock T-Fund	BTAXX	09248U676	☐	Fact Sheet	Prospectus
Federated Hermes Treasury Obligations Fund	TOCXX	60934N823	☐	Fact Sheet	Prospectus
GS Financial Square Treasury Obligations Fund	GPOXX	38141W281	☐	Fact Sheet	Prospectus
JPMorgan U.S. Treasury Plus Money Market Fund	AJTXX	4812C2742	☐	Fact Sheet	Prospectus
Morgan Stanley Institutional Liquidity Funds Treasury Portfolio	MTNXX	61747C574	☐	Fact Sheet	Prospectus
Wilmington U.S. Treasury Money Market Fund (2)	WTIXX	97181C316	☐	Fact Sheet	Prospectus
Government & Agency					
BlackRock FedFund	BLFXX	09248U445	☐	Fact Sheet	Prospectus
Federated Hermes Government Obligations Fund	GOCXX	608919809	☐	Fact Sheet	Prospectus
GS Financial Square Government Fund	GPGXX	38141W240	☐	Fact Sheet	Prospectus
JPMorgan U.S. Government Money Market Fund	OGAXX	4812C0662	☐	Fact Sheet	Prospectus
Morgan Stanley Institutional Liquidity Funds Government Portfolio	MVVXX	61747C806	☐	Fact Sheet	Prospectus
Wilmington U.S. Government Money Market Fund (2)	WGOXX	97181C605	☒	Fact Sheet	Prospectus

Review the linked facts sheets and prospectuses for each available fund prior to selection. Table designates the selection of the Sweep. If more than one fund is requested, an additional appendix can be provided. Additional fund selections are manually traded.

EXHIBIT B
BOND PURCHASE AGREEMENT

**§[PRINCIPAL]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)**

BOND PURCHASE AGREEMENT

April 2, 2026

City of Hutto, Texas
500 West Live Oak Street
Hutto, Texas 78634

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Hutto, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and Wilmington Trust, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the §[PRINCIPAL] aggregate principal amount of the City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project) (the “Bonds”), at a purchase price of \$[] (representing the aggregate principal amount of the Bonds, less an original issue discount of \$[] and less an Underwriter’s discount of \$[]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and

agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #3 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated April 28, 2026 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on April 28, 2026 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on April 2, 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of April 15, 2026, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied on the assessable parcels within Improvement Area #3 of the Cottonwood Creek Public Improvement District (the "District"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on April 1, 2021, in accordance with the Act. The Assessments were levied in accordance with an amended and restated service and assessment plan, adopted by the City Council on April 2, 2026 (the "Service and Assessment Plan"), pursuant to an ordinance (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes

described in the Limited Offering Memorandum under “PLAN OF FINANCE – The Bonds” and shall be generally applied as described in the Limited Offering Memorandum under “SOURCES AND USES OF FUNDS.”

3. Initial Offering. The Underwriter agrees to make an initial offering of all of the Bonds in accordance with Section 4 hereof and to limit the initial offering to persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act). On or before the third (3rd) Business Day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. *Definitions.* For purposes of this Section 4, the following definitions apply:

(i) “*Participating Underwriter*” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).

(ii) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(iii) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) “*Sale Date*” means the date of execution of this Agreement by all parties.

b. *Issue Price Certificate.* The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at least five (5) Business Days prior to Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached

hereto as Appendix B (the “Issue Price Certificate”), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City, and Bond Counsel to accurately reflect, as applicable, the initial offering price (the “Initial Offering Price”) or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor and any notice or report to be provided to the City may be provided to the City's municipal advisor.

c. *Substantial Amount Test.* Other than those maturities of the Bonds which are designated by the Underwriter in writing in attached Schedule I (the “Hold-the-Price Maturities”), the City will treat the Initial Offering Price at which at least ten percent (a “Substantial Amount”) in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the “Substantial Amount Test”) as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Underwriter has offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

d. *Hold-The-Price Restriction.* The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) Business Day after the Sale Date, or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the “Hold-the-Price Restriction”).

The Underwriter shall promptly advise the City when the Underwriter has sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-The-Price Maturity, if that occurs prior to the close of the fifth (5th) Business Day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the

related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

e. *Agreements Among Participating Underwriters.* The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement, and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

f. *Sale to Related Party not a Sale to the Public.* The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to the Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five (5) Business Days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering

Memorandum for the Bonds dated [____], 2026, (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) Business Days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide

a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps on pages ii, iii, and iv therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” and “— Status of Development and Home Construction,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “OVERLAPPING TAXES AND DEBT — Homeowners’ Association,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “PID ADMINISTRATOR,” “THE SPECIAL ASSESSMENT CONSULTANT TO THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “ — The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” and “APPENDIX E-2.” If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter

shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) Business Day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the “Cottonwood Creek Public Improvement District Financing and Reimbursement Agreement,” effective as of June 3, 2021 (the “Financing and Reimbursement Agreement”) executed and delivered by the City and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”);

(4) the “Second Amended and Restated Development Agreement” dated as of September 16, 2021, as amended on November 20, 2025 (the “Development Agreement”), executed and delivered by the City, the Developer and Hutto 372, Ltd., a Texas limited partnership;

(5) the “Cottonwood Creek Public Improvement District Improvement Area #3 Landowner Agreement,” dated as of April 2, 2026 (the “Landowner Agreement”), executed and delivered by the City and KW-HS Lot Option Pool 01, LLC; and

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of April 15, 2026 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC, (the “PID Administrator”) and Wilmington Trust, National Association, as dissemination agent.

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing and Reimbursement Agreement, (4) the Development Agreement, (5) the Landowner Agreement, (6) the Continuing Disclosure Agreement of Issuer, and (7) the Limited Offering Memorandum (the documents described by subclauses (1) through (7) being referred to collectively herein as the “City Documents”).

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City’s ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution,

ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City’s knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the first lien on, security interest in, and pledge of the Trust Estate. The Indenture creates a valid lien on and pledge of the Trust Estate to the extent provided for in the Indenture, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The payment of the Bonds is secured by the Trust Estate, consisting primarily of revenue derived from the Assessments. The Assessments have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Improvement Area #3 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the

City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a lien on and pledge of the Trust Estate which secures the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering

Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Municipal Advisor. The City has engaged Hilltop Securities Inc. as its municipal advisor (the "Municipal Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof and in Appendix E hereto (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later Business Day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other ordinances, resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Financing and Reimbursement Agreement, the Development Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 15, 2026, executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and Wilmington Trust, National

Association as dissemination agent (the “Continuing Disclosure Agreement of Developer” and, together with the Developer Letter of Representations, the Financing and Reimbursement Agreement, the Development Agreement, and the Landowner Agreement, the “Developer Documents”); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #3 Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Improvement Area #3 Improvements.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter’s reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by

the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City or the Developer, except as disclosed or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering

or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, dated the Closing Date and addressed to the Underwriter, together with a reliance letter from Bond Counsel, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT" (except for the subcaption "Collection and Delinquency History"), "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the

information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, the Service and Assessment Plan, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing and Reimbursement Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of Bojorquez Law Firm, the attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer’s Counsels. An opinion of (i) Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, Underwriter’s Counsel, and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Norton Rose Fulbright US LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in paragraph (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by Rule 15c2-12; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in the next paragraph below; and

(iii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Hilltop Securities Inc., as municipal advisor, the public improvement district administrator, the Developer, and its counsel, consultants and engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of April 28, 2026, based on the documents, drafts, and facts in existence and received as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Rule 15c2-12 or otherwise left

blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the date thereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., limitations applicable to initial purchasers, municipal advisor, trustee, tax exemption, underwriters, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed

by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter.

q. Letter of Representation of Special Assessment Consultant. Letter of Representation of Special Assessment Consultant, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution, Assessment Ordinance and Landowner Agreement. Evidence that (i) (A) the Creation Resolution including a legal description of the District by metes and bounds, (B) the Assessment Ordinance, including the Improvement Area #3 Assessment Roll and (C) the Landowner Agreement have been filed of record in the real property records of Williamson County, Texas, and (ii) the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 Texas Property Code, as amended, was posted on the City's website not later than the seventh day after the date of approval of the Assessment Ordinance.

s. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State for the Developer, and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

t. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds contained in this Agreement (unless

waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as set forth in Sections 13 and 15 hereof.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's legal opinion, Municipal Advisor, the Trustee's counsel, Bond Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or for the benefit of the City, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Hutto, 500 W. Live Oak St., Hutto, Texas 78634, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

16. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties (other than the City and the Underwriter) made in, pursuant to, or in connection with this Agreement, including the appendices hereto, shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Williamson County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to

make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter 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, Government Code. The foregoing representation excludes the Underwriter 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.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code..

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Hutto, Texas

By: _____
Mike Snyder, Mayor

SCHEDULE I

\$(PRINCIPAL)

CITY OF HUTTO, TEXAS

(a municipal corporation of the State of Texas located in Williamson County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026

(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #3 PROJECT)

Interest Accrues From: Closing Date

\$\$ _____ % Term Bonds, Due September 1, 20____, Priced to Yield _____% (a) (b) (c) (d)

\$ _____ % Term Bonds, Due September 1, 20____, Priced to Yield _____% (a) (b) (c) (d)

- (a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test..
- (b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 1, 20____, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedules.

\$ _____ Bonds Maturing September 1, 20____

Sinking Fund

Redemption Date

Installment

September 1, 20____

\$

September 1, 20____

September 1, 20____

September 1, 20____

September 1, 20____†

† Stated Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$(PRINCIPAL)
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

April 2, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Hutto, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$(PRINCIPAL) “City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations and not otherwise defined herein will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps on pages ii, iii, and iv therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan” and “— Status of Development and Home Construction,” “OVERLAPPING TAXES AND DEBT — Homeowners’ Association,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER,” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “ — The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Developer,” “APPENDIX E-2,” and “APPENDIX F” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the Financing and Reimbursement Agreement;
- c. the Development Agreement; and
- d. the Continuing Disclosure Agreement of Developer.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited partnership under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Developer's knowledge, no "Event of Default" or "event of default" by the Developer under any of the Developer Documents or under any material documents relating to the financing and construction of the Improvement Area

#3 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default” by the Developer, has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds under the Bond Purchase Agreement, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

**Lennar Homes of Texas Land and
Construction, Ltd.**
a Texas limited partnership

By: U.S. Home LLC, a Delaware limited
liability company, its General Partner

By: _____
Name: _____
Title: _____

APPENDIX B

[\$[PRINCIPAL] CITY OF HUTTO, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. (“Purchaser”), with respect to the City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project) issued by the City of Hutto, Texas (“Issuer”) in the principal amount of \$[PRINCIPAL] (“Bonds”), hereby certifies, based on its records and information, as follows:

(a) The first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Limited Offering Memorandum relating to the Bonds.

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the “Sale Date”), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the “Initial Offering Prices”), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth Business Day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

FMSbonds, Inc.

By: _____

Name: Theodore A. Swinarski

Title: Senior Vice President – Trading

Dated: April 28, 2026

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF BOJORQUEZ LAW FIRM]

April 28, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

\$[PRINCIPAL]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Hutto, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$[PRINCIPAL] “City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. O-2025-___ and enacted by the City Council of the City (the “City Council”) on April 2, 2026 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of April 15, 2026 (the “Indenture”) by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

- (a) The Resolution No. R-2021-029 (the “Creation Resolution”) enacted by the City Council on April 1, 2021;
- (b) The ordinance accepted and approved by City Council on April 2, 2026 (the “Assessment Ordinance”), and the Service and Assessment Plan attached as an exhibit thereto;

- (c) The Bond Ordinance;
- (d) The Indenture;
- (e) The “Cottonwood Creek Public Improvement District Financing and Reimbursement Agreement,” effective as of June 3, 2021, executed and delivered by the City and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”);
- (f) The “Second Amended and Restated Development Agreement” dated as of September 16, 2021, as amended on November 20, 2025, executed and delivered by the City, Hutto 372, Ltd., a Texas limited partnership, and the Developer;
- (g) The “Cottonwood Creek Public Improvement District Improvement Area #3 Landowner Agreement,” dated as of April 2, 2026, executed and delivered by the City and KW-HS Lot Option Pool 01, LLC; and
- (h) The Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of April 15, 2026 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC as PID Administrator and Wilmington Trust, National Association, as dissemination agent.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be referred to as the “Authorizing Documents” and the remaining documents shall hereinafter be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan

referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF DEVELOPER'S COUNSEL]

April 28, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Bojorquez Law Firm
12325 Hymeadow Dr,
Austin, TX 78750

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

\$[PRINCIPAL]
CITY OF HUTTO, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”) in connection with the issuance and sale by the City of Hutto, Texas (the “Issuer”), of \$[PRINCIPAL] City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project) (the “Bonds”), pursuant to the Indenture of Trust dated as of April 15, 2026 (the “Indenture”), by and between the Issuer and Wilmington Trust, National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Cottonwood Creek” (the “Development”) located in the City of Hutto, Texas.

The Bonds are being sold to FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated April 2, 2026 (the “Bond Purchase Agreement”), between the Issuer and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the “Material Documents”):

- (1) the Financing and Reimbursement Agreement;
- (2) the Continuing Disclosure Agreement of Developer;
- (3) the Development Agreement;
- (4) the Landowner Agreement;
- (5) the Bond Purchase Agreement; and
- (6) the Developer Letter of Representations.

(b) The General Certificate and the Developer Closing Certificate, both dated as of the date hereof (together, the “Closing Certificate of Developer”);

(c) The Preliminary Limited Offering Memorandum, dated [____], 2026 relating to the issuance of the Bonds (the “Preliminary Limited Offering Memorandum”);

(d) The final Limited Offering Memorandum, dated April 2, 2026, relating to the issuance of the Bonds (the “Limited Offering Memorandum”); and

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports, and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer): (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto (other than the Developer), (ii) that all of the parties (other than the Developer) to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other)

and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) that each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developer) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts, or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Issuer nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (i) a limited partnership, (ii) qualified to do business in the State of Texas and (iii) in good standing under the laws of the State of Texas.

2. The Developer has the full legal right, power, and authority to execute, deliver, and perform its obligations, as applicable, under each of the Material Documents to which it is a party and has taken all necessary actions to authorize the execution, distribution, and delivery by the Developer of such Material Documents and the performance by the Developer of such obligations.

3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not, to our knowledge, (i) violate any applicable law, statute, rule, or regulation applicable to the Developer under the laws of the State of Texas; (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Closing Certificate of Developer or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited partnership agreement or certificate of formation.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer of the Material Documents to which it is a party, or (b) the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitutes the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits, or proceedings pending or, to our knowledge after reasonable inquiry, threatened against the Developer identified in the Closing Certificate of Developer or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; or (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of

the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. To our knowledge, no taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Material Documents or the creation of the indebtedness evidenced or secured by any of the Material Documents or the recording or filing of any of the Material Documents, except for normal filing or recording fees.

8. To our knowledge, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, trust agreement, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Closing Certificate of Developer which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. In addition, based upon our participation at conferences with representatives of the City and its counsel, representatives of the Underwriter and its counsel, and with representatives of the Developer, at which the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and any amendment or supplement thereto: the information set forth in the Limited Offering Memorandum under the captions “PLAN OF FINANCE — Development Plan” and “— Status of Development and Home Construction,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Developer,” “APPENDIX E-2,” and “APPENDIX F,” insofar as such statements constitute matters of law, summaries solely of legal matters, provisions of the Developer's certificate of formation or agreement of limited partnership or legal proceedings, fairly summarize those matters of law, legal matters, provisions of the Developer's certificate of formation, agreement of limited partnership or legal proceedings in all material respects; and no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and

the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files, or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Closing Certificate of Developer, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

Metcalfe Wolff Stuart & Williams, LLP

D-7

APPENDIX E

DEVELOPER CLOSING CERTIFICATE

Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the “Underwriter”), and the City of Hutto, Texas (the “City”), entered into on April 2, 2026 (the “Bond Purchase Agreement”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Developer is a limited partnership organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City and the Underwriter to be used in connection with the offering by the City of its \$[PRINCIPAL] principal amount of Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3 Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated [____], 2026 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated April 2, 2026 (the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- (a) the Developer Letter of Representations;
- (b) the Financing and Reimbursement Agreement;
- (c) the Development Agreement; and
- (e) the Continuing Disclosure Agreement of Developer.

6. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps on pages ii, iii, and iv therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan” and “— Status of Development and Home Construction,” “OVERLAPPING TAXES AND DEBT — Homeowners’ Association,” “THE IMPROVEMENT AREA #3 PROJECTS,” “THE DEVELOPMENT,” and “THE DEVELOPER,” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Developer,” “APPENDIX E-2” and “APPENDIX F” (collectively, the “Developer Disclosures”) and certifies that the information contained in the Developer Disclosures is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Developer’s knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer’s knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer’s ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

13. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

14. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: April 28, 2026

DEVELOPER:

**Lennar Homes of Texas Land and
Construction, Ltd.**
a Texas limited partnership

By: U.S. Home LLC, a Delaware limited
liability company, its General Partner

By: _____
Name: _____
Title: _____

APPENDIX F

[LETTERHEAD OF P3WORKS, LLC]

April 28, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

Re: City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026
(Cottonwood Creek Public Improvement District Improvement Area #3 Project)
(the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC (“P3Works”, “we” or “our”), consultant in connection with the creation by the City of Hutto, Texas (the “City”), of Cottonwood Creek Public Improvement District (the “District”), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [____], 2026, and the final Limited Offering Memorandum for the Bonds, dated April 2, 2026 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions “OVERLAPPING TAXES AND DEBT — Overlapping Taxes and Debt – Overlapping Taxes,” “ASSESSMENT PROCEDURES,” “THE DISTRICT — Collection and Delinquency History,” and “PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

5. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 28, 2026) which would render any information in the Limited Offering Memorandum described in paragraph 1 above untrue, incomplete, or incorrect, in any material fact or render any such information, in the light of the circumstances under which they were made, materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF DEVELOPMENT PLANNING & FINANCING GROUP, INC.]

April 28, 2026

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

Re: City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026
(Cottonwood Creek Public Improvement District Improvement Area #3 Project)
(the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, representative of Development Planning & Financing Group, Inc. (“DPFG”), consultant in connection with the creation by the City of Hutto, Texas (the “City”), of Cottonwood Creek Public Improvement District (the “District”), does hereby represent the following:

1. DPFG has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [____], 2026, and the final Limited Offering Memorandum for the Bonds, dated April 2, 2026 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information DPFG provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES” and “THE SPECIAL ASSESSMENT CONSULTANT TO THE DEVELOPER” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. DPFG agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

4. DPFG agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this

letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 28, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

Development Planning & Financing Group, Inc.

By: _____
Its: _____

EXHIBIT C

LANDOWNER AGREEMENT

**COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3**

LANDOWNER AGREEMENT

between

THE CITY OF HUTTO, TEXAS

and

KW-HS LOT OPTION POOL 01, LLC

Dated as of:

April 2, 2026

LANDOWNER AGREEMENT
(Cottonwood Creek Public Improvement District – Improvement Area #3)

This **LANDOWNER AGREEMENT** (this “Agreement”) is entered into among the CITY OF HUTTO, TEXAS, a home-rule municipal corporation of the State of Texas (the “City”), and KW-HS Lot Option Pool 01, LLC, a Delaware limited liability company (the “Landowner”) (individually a “Party” or collectively the “Parties”). This Agreement shall be effective on the latest date it is executed by all the Parties. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in that certain Indenture of Trust by and between the City and Wilmington Trust, National Association, as Trustee, dated as of April 15, 2026.

RECITALS

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), previously acquired, through various transactions, approximately 370.27 acres of land located in Hutto, Williamson County, Texas which is more particularly described in **Exhibit “A”**, attached hereto (the “Land”); and

WHEREAS, the Landowner acquired the land comprising Improvement Area #3 of the District from the Developer, totaling approximately 65.402 acres, as depicted on Exhibit “A-1”, attached hereto (“Improvement Area #3”); and

WHEREAS, on April 1, 2021, the City Council of the City (the “City Council”) passed and approved Resolution No. R-2021-029 authorizing the creation of the Cottonwood Creek Public Improvement District (the “District”) pursuant to Chapter 372 of the Texas Local Government Code (the “PID Act”), with the boundaries of such District being coterminous with the boundaries of the Land; and

WHEREAS, the Developer is developing the land within the District in phases (“Improvement Areas”) and is currently developing the land within Improvement Area #3, as shown on **Exhibit “A-1”** attached hereto, and the Developer intends that certain Authorized Improvements be constructed over time to serve property located within the District (or portions thereof); and

WHEREAS, on June 3, 2021, the Developer and the City entered into that certain Cottonwood Creek Public Improvement District Financing and Reimbursement Agreement (as such agreement may be amended from time to time as provided therein, the “PID Financing Agreement”), relating to, among other matters, the construction of the “Authorized Improvements” as defined therein, the levy of assessments within the Land, the reimbursement of the Developer for the costs of the Authorized Improvements and the issuance of special revenue bonds secured by such assessments (“PID Bonds”);

WHEREAS, on October 21, 2021, the City Council authorized the issuance of its City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2021 (Cottonwood Creek Public Improvement District Improvement Area #1 Project) to provide funds for, among other things, the Actual Costs of the Improvement Area #1 Improvements;

WHEREAS, on February 6, 2025, the City Council authorized the issuance of its City of Hutto,

Texas, Special Assessment Revenue Bonds, Series 2025 (Cottonwood Creek Public Improvement District Improvement Area #2 Project) to provide funds for, among other things, the Actual Costs of the Improvement Area #2 Improvements;

WHEREAS, certain of the Authorized Improvements will confer benefit only to property within Improvement Area #3 (the “Improvement Area #3 Improvements”); and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the “Assessment Ordinance”) that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, including the amount of those certain assessments on the property within Improvement Area #3 corresponding to the benefit thereon attributable to one or more of the Improvement Area #3 Improvements (the “Improvement Area #3 Assessments”), and established the dates upon which interest on Improvement Area #3 Assessments will begin to accrue and upon which collection of Improvement Area #3 Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Improvement Area #3 Assessments against certain parcels within the boundaries of Improvement Area #3 to finance the Improvement Area #3 Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth, among other things, the amount of the Improvement Area #3 Assessment for each parcel subject to an Improvement Area #3 Assessment (an “Improvement Area #3 Assessed Parcel”), including the amount of the “Annual Installment” (as that term is defined in the Service and Assessment Plan, but only with respect to Improvement Area #3 Assessments) for each Improvement Area #3 Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I **APPROVAL OF AGREEMENTS**

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II **AGREEMENT OF LANDOWNER**

A. The Landowner ratifies, confirms, accepts, agrees to, and approves:

- (i) the creation of the District, the boundaries of the District, and the boundaries of the Improvement Area #3 Assessed Parcels;
- (ii) the location and construction of the Improvement Area #3 Improvements;

(iii) the determinations and findings of special benefit to the Improvement Area #3 Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. The Landowner consents, acknowledges, accepts, and agrees:

(i) to the Improvement Area #3 Assessments to be levied against the applicable Improvement Area #3 Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Improvement Area #3 Improvements and administration and operation of the District confer a special benefit on the Improvement Area #3 Assessed Parcels in an amount that exceeds the Improvement Area #3 Assessments against the Improvement Area #3 Assessed Parcels as shown on the Assessment Roll;

(iii) that the Improvement Area #3 Assessments against the Improvement Area #3 Assessed Parcels are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay, or cause to be paid, the Improvement Area #3 Assessments and Annual Installments against the Improvement Area #3 Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Improvement Area #3 Assessment or reassessment against the Improvement Area #3 Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Improvement Area #3 Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Improvement Area #3 Assessed Parcels regardless of whether the owner is named;

(vi) that the Improvement Area #3 Assessment liens on the Improvement Area #3 Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Improvement Area #3 Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Improvement Area #3 Assessments against the Improvement Area #3 Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Improvement Area #3 Assessed Parcel may pay at any time the entire Assessment against the Improvement Area #3 Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment, however, prior to the approval of a final subdivision plat, the City, or its designated third party administrator of

the District, shall certify that the final plat will not cause the Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Parcel by a final subdivision plat causes the Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Assessment for each Assessed Parcel that exceeds the applicable Maximum Assessment for such lot type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such lot type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments;

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Improvement Area #3 Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that the Landowner has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on April 1, 2021, and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on April 2, 2026, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, the Landowner hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Williamson County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Landowner's Improvement Area #3 Assessed Parcels by the Assessment Ordinance.

C. The Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the Improvement Area #3 Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Improvement Area #3 Assessments, and determining the amount of the Annual Installments of the Improvement Area #3 Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Improvement Area #3 Assessments and determining the amount of the Annual Installments of the Improvement Area #3 Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Improvement Area #3 Assessments and determining the amount of the Annual Installment of the Improvement Area #3 Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Improvement Area #3 Assessments or to any proceedings connected therewith.

D. The Landowner hereby authorizes and approves:

(i) each of the Developer Documents, as such term is defined in that certain Bond Purchase Agreement by and between FMS Bonds, Inc., and the City, entered into on April 2, 2026; and

(ii) the Bonds.

E. The Landowner hereby authorizes the Developer to take any and all such acts and things, and to prepare, execute, deliver, and/or file (or cause the preparation, execution delivery and/or filing of) any and all such documents as the Developer may deem necessary, advisable, or appropriate in order to consummate the Bonds.

F. Any and all actions taken by the Developer (and any other person or persons designated and authorized to act by the Developer) prior to the date hereof, including the execution and delivery of the Developer Documents and performance of the Developer's obligations thereunder, in connection with the matters contemplated by this Agreement, be, and the same hereby are, approved, adopted, confirmed, and ratified in all respects.

ARTICLE III TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a seller of residential real property that is located in a public improvement district and that consists of not more than one dwelling unit shall give to the purchaser of the property written notice of the district in substantially the form set forth in the Service and Assessment Plan. The seller is required to deliver the notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the required notice, the references to the street address, the date in the notice, and the purchaser's signature may be omitted.

B. As the property in the District is developed, a notice substantially in the form attached to the Service and Assessment Plan (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Parcel located in the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
SPECIAL COVENANTS AND WARRANTIES OF THE LANDOWNER

A. The Landowner represents and warrants to the City as follows:

(i) The Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by the Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, the Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which the Landowner is a party, or by which the Landowner or the Landowner's Assessed Parcel is otherwise bound.

(iv) No Assessed Parcel owned by the Landowner is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Public Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

B. The Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

C. Waiver of Claims Concerning Public Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Public Improvements that are not based on the intentional misconduct or sole gross negligence by the City or its successors, assigns, and agents.

ARTICLE V
OWNERSHIP, CONSTRUCTION AND
DEDICATION OF AUTHORIZED IMPROVEMENTS

Landowner acknowledges that the Improvement Area #3 Improvements, together with the land, easements, or other rights-of-way needed for the Improvement Area #3 Improvements, will be determined in accordance with the provisions of the PID Financing Agreement and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the Property.

Any subsequent owner of an Assessed Parcel hereby agrees, upon the request of the City or Landowner, to grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Public Improvements on the Property, to stage on the Property construction trailers, building materials and equipment to be used in connection with such construction of the Public Improvements and for passage and use over and across parts of the Property as shall be reasonably necessary during the construction of the Public Improvements. Any subsequent owner of an Assessed Parcel may require that each contractor constructing the Public Improvements cause such owner of an Assessed Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of an Assessed Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Public Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat dedicating the Public Improvements and underlying Property for that Assessed Parcel in the real property records of Williamson County.

ARTICLE VI
MISCELLANEOUS

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Improvement Area #3 Assessed Parcels shall only be given to the landowner that owns the applicable Improvement Area #3 Assessed Parcels. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to Landowner:

KW-HS Lot Option Pool 01, LLC
Attn: Steven C. Porath
23975 Park Sorrento, Ste. 220

Calabasas, California 91302

If to City:

City of Hutto
Attn: City Manager, James Earp
500 West Live Oak Street
Hutto, Texas 78634
Email: James.Earp@HuttoTX.gov

With a copy to:
Bojorquez Law Firm, PC
Attn: Dottie Palumbo, City Attorney
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

B. Parties in Interest. In the event of the sale or transfer of an Improvement Area #3 Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed all obligations of the Landowner with respect to such Improvement Area #3 Assessed Parcel or such portion thereof, and the seller or transferor shall be released from all obligations hereunder to the extent first arising after such sale or transfer with respect to such Improvement Area #3 Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of Improvement Area #3 PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Williamson County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Improvement Area #3 Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Improvement Area #3 Assessed Parcel upon payment in full of the Improvement Area #3 Assessment against the Improvement Area #3 Assessed Parcel.

F. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict

economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

G. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. Not a Sanctioned Company. The Landowner 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, Government Code. The foregoing representation excludes the Landowner 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.

ii. No Boycott of Israel. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

iii. No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

iv. No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2026

(SEAL)

Notary Public, State of Texas

[SIGNATURE PAGE TO LANDOWNER AGREEMENT]

LANDOWNER:

KW-HS Lot Option Pool 01, LLC,
a Delaware limited liability company

By: _____

Name: Steven C. Porath

Title: Authorized Signatory

STATE OF _____

§

§

COUNTY OF _____

§

BEFORE ME, a Notary Public, on this day personally appeared Steven C. Porath, an Authorized Signatory of KW-HS Lot Option Pool 01, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2026

(SEAL)

Notary Public, State of _____

EXHIBIT A

Legal Description

EXHIBIT A-1

BOUNDARIES OF IMPROVEMENT AREA #3

EXHIBIT D

CONTINUING DISCLOSURE AGREEMENT

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of April 15, 2026 (this “Disclosure Agreement”) is executed and delivered by and among the City of Hutto, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association, acting solely in its capacity as the dissemination agent (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3)” (the “Bonds”). The Issuer, the Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of April 15, 2026, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Financial Statements” shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

“Annual Financials Filing Date” shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer’s Fiscal Year. The Annual Financials Filing Date is currently September 30.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4(a) of this Disclosure Agreement.

“Annual Issuer Report Filing Date” shall mean, for each Fiscal Year, the date on which the Annual Issuer Report must be filed with the MSRB, which date is six (6) months after the end of the Issuer’s Fiscal Year. The Annual Issuer Report Filing Date is currently March 31.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Developer” shall mean Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and its designated successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of April 15, 2026 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Cottonwood Creek Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Filing Date” means, collectively, an Annual Financials Filing Date and an Annual Information Filing Date, or, individually, as the context requires, an Annual Financials Filing Date or an Annual Information Filing Date.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the twelve-month period from October 1 through September 30.

“Improvement Area #3” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3 Assessment” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports and Annual Financial Statements.

(a) The Issuer shall, not later than the applicable Filing Date, commencing with the Fiscal Year ending September 30, 2026, provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Issuer Report and Annual Financial Statements consistent with the requirements of Section 4 of this Disclosure Agreement. In each case, the Annual Issuer Report and Annual Financial Statements may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Issuer Report Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Issuer Report and Annual Financial Statements to the Dissemination Agent together with written instructions to file such documents with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report or Annual Financial Statements on the applicable Filing Date; and

(ii) file the Annual Issuer Report and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Annual Financial Statements, as applicable, together with written instructions to file such with the MSRB and the Dissemination Agent has filed such Annual Issuer Report or Annual Financial Statements with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Issuer Report or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which confirmation shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports and Annual Financial Statements.

(a) Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent by the Annual Issuer Report Filing Date, the following Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

(iii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a “SAP Update”), including any changes to the methodology for levying the Improvement Area #3 Assessments in Improvement Area #3.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Improvement Area #3 Assessments levied within Improvement Area #3, the Annual Issuer Report (in the SAP Update or otherwise) shall include the number of certificates of occupancy (“COs”) issued for new homes completed in Improvement Area #3 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Improvement Area #3 since filing the initial Annual Issuer Report for Fiscal Year ending September 30, 2026.

(v) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of Improvement Area #3 Assessments due in any fiscal year, a list of delinquent property owners.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer’s audited financial statements during such Fiscal Year.

(b) Annual Financial Statements. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in Section 4(a) above. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator shall prepare and provide the Annual Financial Information required (except for the information of the type included under the heading “Debt Service Requirements on the Bonds”) under Section 4(a) above to the Dissemination Agent no later than five (5) Business Days prior to the Annual Issuer Report Filing Date. If no Administrator has been designated, the Issuer shall prepare and provide the Annual Financial Information required under Section 4(a) above to the Dissemination Agent no later than five (5) Business Days prior to the Annual Issuer Report Filing Date.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #3 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by

leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB; provided, however, the Issuer shall deliver such written notice to the Dissemination Agent within seven (7) Business Days of the occurrence of such Listed Event in order for the Dissemination Agent to timely file such notice in a timely manner with the MSRB through EMMA. The Dissemination Agent shall file such notice no later than three (3) Business Days immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the Rule's ten (10) Business Day filing requirement.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide audited Annual Financial Statements (or unaudited Annual Financial Statements, if audited Annual Financial Statements are not available) or Annual Financial Information as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice To MSRB of Failure To File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and

understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, any Owner or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Wilmington Trust, National Association. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days’ written notice to the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any

reasonable amendment so requested by the Issuer in writing), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report, Annual Financial Statements, or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report, Annual Financial Statements, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report, Annual Financial Statements, or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may and the Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding

Bonds, upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions) shall take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer, and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Issuer Report and Annual Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. TO THE EXTENT PERMITTED BY LAW, THE ISSUER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISSEMINATION AGENT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BUT ONLY WITH FUNDS TO BE PROVIDED BY THE DEVELOPER OR FROM ANNUAL COLLECTION COSTS COLLECTED FROM THE PROPERTY OWNERS IN IMPROVEMENT AREA #3, AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH IT MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF ITS POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES FINALLY ADJUDICATED BY A COURT OF COMPETENT JURISDICTION TO HAVE DIRECTLY RESULTED FROM THE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive the termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete or accurate Annual Issuer Report, Annual Financial Information or Annual Financial Statements, or any other information, including notice of a Listed Event, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event

described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting or refraining from acting in good faith upon the advice of such legal counsel. The Dissemination Agent shall not be liable for any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. TO THE EXTENT PERMITTED BY LAW, THE ISSUER AGREES TO HOLD HARMLESS THE ADMINISTRATOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BUT ONLY WITH FUNDS TO BE PROVIDED BY THE DEVELOPER OR FROM ANNUAL COLLECTION COSTS COLLECTED FROM THE PROPERTY OWNERS IN IMPROVEMENT AREA #3, AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH IT MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF ITS POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE ADMINISTRATOR'S NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE ISSUER TO INDEMNIFY THE ADMINISTRATOR FOR LOSSES, EXPENSES OR LIABILITIES ARISING FROM INFORMATION PROVIDED TO THE ADMINISTRATOR BY THIRD PARTIES, OR THE FAILURE OF ANY THIRD PARTY TO PROVIDE INFORMATION TO THE ADMINISTRATOR AS AND WHEN REQUIRED UNDER THIS DISCLOSURE AGREEMENT, OR THE FAILURE OF THE DEVELOPER TO PROVIDE INFORMATION TO THE ADMINISTRATOR AS AND WHEN REQUIRED UNDER THE DISCLOSURE AGREEMENT OF DEVELOPER. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any

of the provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Improvement Area #3 Assessments and the anticipated procedures for pursuing the collection of delinquent Improvement Area #3 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Improvement Area #3 Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any past, present or future council members, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #3, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Disclosure Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent that neither the Dissemination Agent, the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator

and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** The Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

SECTION 19. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator’s participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Issuer hereby confirms receipt of the Form 1295 from the Administrator and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 20. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas and all obligations of the Parties are performable in Williamson County, Texas. Venue for any action to enforce or construe this Disclosure Agreement shall be in Williamson County, Texas. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Disclosure Agreement.

SECTION 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[Signature pages follow.]

CITY OF HUTTO, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

S-2

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT/ANNUAL FINANCIAL STATEMENTS**

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Cottonwood
Creek Public Improvement District Improvement Area #3)
Date of Delivery: _____, 20____
CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Hutto, Texas, has not provided [an Annual Issuer Report] [audited/unaudited Annual Financial Statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of April 15, 2026, between the Issuer, P3Works, LLC, as Administrator and Wilmington Trust, National Association, as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [audited/unaudited Annual Financial Statements] will be filed by _____.

Dated: _____

Wilmington Trust, National Association,
on behalf of the City of Hutto, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Hutto, Texas

EXHIBIT B

CITY OF HUTTO, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Numbers: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: 15950 North Dallas Parkway Suite 200
City: Dallas, Texas 75248
Telephone: 714-384-4174
Contact Person: Attn: Parker Merritt

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(C)**ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE****ASSETS**

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)(A)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR****Debt Service Requirements on the Bonds**

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
---	------------------	-----------------	--------------

Top Improvement Area #3 Assessment Payers⁽¹⁾

<u>Property Owner</u>	<u>No. of</u> <u>Parcels/Lots</u>	<u>Percentage of</u> <u>Parcels/Lots</u>	<u>Outstanding</u> <u>Improvement</u> <u>Area #3</u> <u>Assessments</u>	<u>Percentage of</u> <u>Total</u> <u>Improvement</u> <u>Area #3</u> <u>Assessments</u>
-----------------------	--------------------------------------	---	--	--

⁽¹⁾ Does not include those owing less than one percent (1%) of total Improvement Area #3 Assessments.

Assessed Value of the Improvement Area #3 of the District

The [YEAR] certified total assessed value for the land in the Improvement Area #3 of the District is approximately \$[AMOUNT] according to the Williamson Central Appraisal District.

Section 4(a)(ii)(B)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Improvement Area #3 Assessments

<u>Time Period</u> [FISCAL YEAR END] [FEB. 1 OF CURRENT YEAR] ⁽¹⁾	<u>Parcels in Foreclosure Proceedings</u>	Delinquent Improvement Area #3 Assessment Amount		
		<u>in Foreclosure Proceedings</u>	<u>Foreclosure Sales</u>	<u>Foreclosure Proceeds Received</u>
		\$		\$
		\$		\$

⁽¹⁾ As of February 1, 20__.

Collection and Delinquency History of Improvement Area #3 Assessments

<u>Time Period</u>	Total Improvement Area #3 Assessment		Delinquent Amount as of 2/1		Delinquent Amount as of 9/1		Total Improvement Area #3 Assessments Collected ⁽²⁾
	<u>Levied</u>	<u>Parcels Levied⁽¹⁾</u>	<u>% as of 2/1</u>	<u>% as of 2/1</u>	<u>% as of 9/1</u>	<u>% as of 9/1</u>	
[FISCAL YEAR END]	\$		\$	%	\$	%	\$
[FEB. 1. OF CURRENT YEAR] ⁽³⁾	\$		\$	%	N/A	N/A	\$

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, _____, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

⁽³⁾ Collected as of February 1, 20__.

History of Prepayment of Improvement Area #3 Assessments

<u>Time Period</u>	<u>Number of Prepayments</u>	<u>Amount of Prepayments</u>	<u>Bond Call Date</u>	<u>Amount of Bonds Redeemed</u>
[FISCAL YEAR END]		\$		\$
[FEB. 1 OF CURRENT YEAR] ⁽¹⁾		\$		\$

⁽¹⁾ As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)
[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR IMPROVEMENT AREA #3 ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES*

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Improvement Area #3 Assessments are due.
February 1	1	Improvement Area #3 Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and the Dissemination Agent should be immediately notified in writing. Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Improvement Area #3 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.

* Illustrates anticipated dates and procedures for pursuing the collection of delinquent Improvement Area #3 Assessments, which dates and procedures are subject to adjustment.

If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.

March 15 43/44

Trustee as Paying Agent / Registrar pays bond interest payments to Owners pursuant to the terms of the Indenture.

Issuer, or the Trustee on behalf of and at the direction of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

July 1 152/153

Issuer, or the Administrator on behalf and at the direction of the Issuer pursuant to the terms of the Indenture, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.

Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.

Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent.

August 15 197/198

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide

periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of April 15, 2026 (this “Disclosure Agreement”), is executed and delivered by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the captioned bonds (the “Bonds”). The Developer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of April 15, 2026, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

“Additional Improvements” shall mean those certain improvements which the Developer will construct to serve Improvement Area #3 pursuant to the terms of the Development Agreement and the Financing and Reimbursement Agreement, as identified in the Service and Assessment Plan as “Owner Funded Improvements” therein.

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC, as the initial Administrator.

“Affiliate” shall mean an entity that owns property within Improvement Area #3 of the District and is controlled by, controls, or is under common control with a Reporting Party.

“Amenities” shall mean those public and private amenities to serve the District, including (a) open space, pocket parks, and hike and bike trails, and (b) a primary amenity center, including a pool, covered seating, restroom facilities, shaded playscape, parking lot, open space, and basketball court, and a secondary amenity center, including a pavilion, pickleball courts, and playscape with open space.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Certification Letter” shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

“Developer” shall mean Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, its successors and assigns, including any Affiliate of the Developer.

“Development Agreement” shall mean that Second Amended and Restated Development Agreement between the Developer, the Issuer and Hutto 372, Ltd., a Texas Limited Partnership, effective as of September 16, 2021, as may be amended from time to time.

“Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer with respect to the Bonds dated as of even date herewith executed and delivered by the Issuer, the Administrator, and the Dissemination Agent.

“Dissemination Agent” shall mean Wilmington Trust, National Association, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean the Cottonwood Creek Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at <http://emma.msrb.org>.

“Financial Advisor” shall mean the person or independent firm designated by the Issuer as its financial advisor. The Issuer has selected Hilltop Securities Inc. as the current Financial Advisor.

“Financing and Reimbursement Agreement” shall mean that Financing and Reimbursement Agreement between the Developer and the Issuer, and consented to by Hutto 372, Ltd., a Texas limited partnership, effective as of June 3, 2021.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into an Lot Purchase Agreement with the Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

“Improvement Account” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3 Assessments” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3 Improvements” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Hutto, Texas.

“Listed Events” shall mean, collectively, Developer Listed Events and Significant Homebuilder Listed Events.

“Lot Purchase Agreement” shall mean, with respect to lots or land within Improvement Area #3 of the District, any agreement between a Homebuilder and the Developer to purchase lots or to purchase land.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Person” shall have the meaning assigned to such term in the Indenture.

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

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2026.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, November 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder that then owns 17 or more of the single family residential lots within Improvement Area #3.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2026, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until a Significant Homebuilder Acknowledgment (as defined herein) with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to the applicable Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than thirty (30) days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly Information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide the Quarterly Report and Certification Letter(s) to the Administrator and direct the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, with a copy to each Reporting Party, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in Section 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the Certification Letter(s), if applicable, with the MSRB and provide a copy of such report to the Issuer, the Financial Advisor and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #3 Assessments levied within Improvement Area #3 on a Parcel owned by the Developer or the Developer's Affiliates; provided, however, that the exercise of any right of the Developer or the Developer's Affiliates as a landowner within Improvement Area #3 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #3, including the Improvement Area #3 Improvements, the Additional Improvements and the Amenities;

(iii) Material default by the Developer or any of the Developer's Affiliates on any loan with respect to the acquisition, development, or permanent financing of Improvement Area #3 undertaken by the Developer or any of the Developer's Affiliates;

(iv) Material default by the Developer or any of Developer's Affiliates on any loan secured by property within Improvement Area #3 owned by the Developer or any of the Developer's Affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Developer or any of the Developer's Affiliates or any determination that the Developer or any of the Developer's Affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's Affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages in excess of \$1,000,000 against the Developer or any of the Developer's Affiliates that may materially and adversely affect the completion of development of Improvement Area #3, or litigation that may materially and adversely affect the financial condition of the Developer or any of the Developer's Affiliates;

(viii) Any change in the legal structure, chief executive officer, or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 hereof.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #3 Assessments levied within Improvement Area #3 on a lot or Parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #3 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement

to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer, or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

The Developer and each other Reporting Party, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if a Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written direction of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify in writing the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an

accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, the Financial Advisor, any Reporting Party, any Owner or beneficial owner of any interests in the Bonds or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been instructed in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations of Developer.

The Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements, the Additional Improvements or the Amenities to assume and comply with the disclosure obligations of the Developer under this Disclosure Agreement. The Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgement from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements, Additional Improvements or Amenities in substantially the form attached as Exhibit E (the “Developer Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall provide written direction to the Dissemination Agent to file a copy of each Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Upon any such transfer to a Person, and such Person’s delivery of written acknowledgement of assumption of Developer’s obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #3 resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer's disclosure obligations, as described in (i) above, the Developer shall deliver to the Dissemination Agent, Administrator and the Issuer a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F, acknowledging and assuming the Developer's obligations under this Disclosure Agreement with respect to the real property transferred (the "Significant Homebuilder Acknowledgment"). Pursuant to Section 4(a)(ix) above, the Developer shall provide written direction to the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) above and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Upon any such transfer to a Significant Homebuilder and the Developer's delivery of the Significant Homebuilder Acknowledgment pursuant to this Section 6(b), the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the real property transferred or the obligations assigned. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an executed Significant Homebuilder Acknowledgment with respect to such real property is delivered to the Dissemination Agent, Administrator, the Issuer and the MSRB, in accordance with this Section 6(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership of real property, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of a Reporting Party under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Reporting Party, including their respective Affiliates and/or successors and assigns, no longer owns 17 or more single family residential lots within Improvement Area #3, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Reporting Party, including their respective Affiliates and/or successors and assigns, respectively; provided, however, if the Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with Section 6(a) above, the reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns, collectively no longer own 17 or more single family residential lots within Improvement Area #3, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party

occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and, pursuant to written direction from the Administrator, the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Financial Advisor, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 7 and any Termination Notice required by subsection (b) of this Section 7 has been provided to the MSRB, the Issuer, the Financial Advisor, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer and any other Reporting Party in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with thirty (30) days' notice to the Issuer, the Developer, and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each Reporting Party of any change in the identity of the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Wilmington Trust, National Association

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any reasonable amendment so requested in writing by the Developer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of a Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into in accordance with this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent a Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, such Reporting Party shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event.

SECTION 11. Content of Disclosures. In all cases, the Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures provided on their behalf by a Reporting Party provided hereunder.

SECTION 12. Default. In the event of a failure of any Reporting Party or the Administrator to comply with any provision of this Disclosure Agreement, (i) the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and (ii) at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions, the Dissemination Agent shall, take such actions as may be necessary and appropriate to cause the applicable Reporting Party, and/or the Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of a Reporting Party, the Dissemination Agent or the Administrator to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Issuer, and a default under the Disclosure Agreement of Issuer shall not be deemed a default under this Disclosure Agreement. Additionally, a default by any Reporting Party of its obligations under this Disclosure Agreement shall not be deemed a default by any other Reporting Party under this Disclosure Agreement.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Developer, Significant Homebuilder, and/or the Administrator pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this

Disclosure Agreement with respect to the Dissemination Agent. THE DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISSEMINATION AGENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AGAINST ANY LOSS, EXPENSE, AND LIABILITIES WHICH IT MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF ITS POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES FINALLY ADJUDICATED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN DIRECTLY CAUSED BY THE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT. The obligations of the Developer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the failure to submit a complete or accurate Quarterly Report, Quarterly Information or any other information, including notice of a Listed Event, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Developer or any person with whom the Developer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean the Dissemination Agent has actual knowledge of any event described in Section 4 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees, and agents against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence, or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to

the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION, EXCEPT AS DESCRIBED IN SECTION 12 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation, or agreement of any Reporting Party, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future officer, agent, or employee of the Reporting Party, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder, or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent,

but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #3, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #3, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law; Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Williamson County, Texas. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Disclosure Agreement.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Parties and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a delivery receipt from the recipient confirming that the e-mail was delivered with such notice. Failure to provide proof of delivery receipt does not constitute a breach or default under this Disclosure Agreement.

If to Developer:

Lennar Homes of Texas Land and Construction, Ltd.
Attn: Ken Blaker, Vice President
13620 N. FM 620, Building B, Suite 150
Austin, TX 78717
E-mail: ken.blaker@lennar.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th Street Suite 1300
Austin, Texas 78701
E-mail: smetcalfe@mwswtexas.com

If to the Dissemination Agent or Trustee:

Wilmington Trust, National Association
Attn: Parker Merritt
15950 North Dallas Parkway Suite 200
Dallas, Texas 75248
Email: PMERRITT@WilmingtonTrust.com

If to Administrator:

P3Works, LLC
9284 Huntington Square, Ste 100

North Richland Hills, Texas 76182
E-mail: admin@p3-works.com

If to the Issuer:

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634
Attn: City Manager
Email: James.Earp@Huttotx.gov

If to Participating Underwriter:

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
E-mail: Tdavenport@fmsbonds.com

SECTION 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of this Disclosure Agreement.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

Wilmington Trust, National Association,
Dissemination Agent

By: _____
Authorized Officer

DEVELOPER:

Lennar Homes of Texas Land and Construction,
Ltd., a Texas limited partnership

By: By: U.S. Home LLC, a Delaware limited
liability company (as successor-in-interest by
conversion from U.S. Home Corporation, a
Delaware corporation), its General Partner

By: _____

Name: _____

Title: _____

P3Works, LLC,
Administrator

By:_____

Name:_____

Title:_____

EXHIBIT A

**CITY OF HUTTO, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3)**

**DEVELOPER QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]**

Delivery Date: _____, 2025

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: 15950 N. Dallas Parkway, Suite 200
City: Dallas, Texas 75248
Telephone: (714) 384-4174
Contact Person: Attn: Corporate Trust

I. Expenditures Paid from Accounts under Indenture

1. TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #3 IMPROVEMENTS: \$ _____
2. Of the budgeted costs for Improvement Area #3 Improvements shown in the Service and Assessment Plan:
 - a. Actual costs drawn from the Improvement Account: \$ _____

II. Status of Improvement Area #3 Improvements

Projected/actual completion date of the Improvement Area #3 Improvements

1. [Actual/Expected] date of completion of the Improvement Area #3 Improvements: [_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Improvement Area #3

Product Type	Number of Units
Single Family 50'	
Single Family 70'	

IV. Lot Status in Improvement Area #3

Of the 171 lots in Improvement Area #3, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 171
2. Planned lots as of the date of this Quarterly Report: [_____]
3. Lots developed: [_____]
4. Lots platted: [_____]
5. Expected completion date of all lots in Improvement Area #3 (if incomplete):
[_____]

V. Ownership of Lots/Units in Improvement Area #3

PLANNED LOTS IN IMPROVEMENT AREA #3: 171

Of the 171 lots in Improvement Area #3:

1. Number of lots owned by the Developer or Developer's Affiliates: _____
2. Number of lots under contract but not closed to Homebuilder(s): _____
3. Number of lots owned by all Homebuilder(s): _____¹
 - a. Number of lots owned by [insert name of Homebuilder]: _____²
 - b. Number of lots owned by [insert name of Homebuilder]: _____²
4. Number of units owned by homeowners: _____

VI. Home Sales Information in Improvement Area #3

PLANNED HOMES IN IMPROVEMENT AREA #3: [_____]

Of the [_____] homes planned for Improvement Area #3:

1. How many total building permits were issued **during the current quarter**? _____
 - a. Number of building permits issued during the current quarter for [insert name of Homebuilder]: _____²
 - b. Number of building permits issued during the current quarter for [insert name of Homebuilder]: _____²
2. How many total homes have closed with homebuyers **during the current quarter**? _____
 - a. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: _____²
 - b. Number of homes closed with homebuyers during the current quarter for [insert name of Homebuilder]: _____²
3. How many total homes have closed with homebuyers **cumulatively**? _____
 - a. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: _____²
 - b. Number of homes closed with homebuyers cumulatively for [insert name of Homebuilder]: _____³

¹ If Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Developer is not using EMMA filing assistance software, Developer shall prepare a chart containing such Quarterly Information.

² Include a line item for each individual Homebuilder.

VII. Amenities and Additional Improvements

TOTAL [EXPECTED/ACTUAL] COSTS OF AMENITIES: \$[_____]

TOTAL [EXPECTED/ACTUAL] COSTS OF ADDITIONAL IMPROVEMENTS:
\$[_____]

Of the \$[_____] [expected/actual] costs of the Amenities:

1. Amount spent as of Quarterly Ending Date: \$[_____]
2. [Actual/Expected] completion date of Amenities: [_____]

Of the \$[_____] [expected/actual] costs of the Additional Improvements:

1. Amount spent as of Quarterly Ending Date: \$[_____]
2. [Actual/Expected] completion date of Additional Improvements: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Improvement Area #3 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Improvement Area #3 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Improvement Area #3 Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Lot Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Improvement Area #3 Assessments securing the Bonds by the Developer to any third-party developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate whether this third-party developer/land bank has executed a Developer Acknowledgement pursuant to the Disclosure Agreement?
5. **[RESERVED]**

6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.
7. **Other** – Provide any other material information that should be disclosed.

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3) (the “Bonds”)
CUSIP Numbers: [insert CUSIP Numbers]
Date of Delivery: _____, 2025

NOTICE IS HEREBY GIVEN that _____, a _____ (the [“Developer³”] [“Significant Homebuilder”]) has not provided the [Quarterly Information][Quarterly Report] [the [Quarterly Information][Quarterly Report] was not filed in a timely manner due to [_____]] for the period ending on [Insert Quarterly Ending Date] with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer related to such Bonds, by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC, as Administrator, and Wilmington Trust, National Association, as Dissemination Agent. The [Developer][Significant Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

Wilmington Trust, National Association,
on behalf of the Developer,
as Dissemination Agent

By: _____

Title: _____

cc: City of Hutto, Texas

³ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C
TERMINATION NOTICE

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3) (the “Bonds”)
CUSIP Numbers. [insert CUSIP Numbers]
Date of Delivery: _____, 2025

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway Suite 200
Dallas, Texas 75248

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

Lennar Homes of Texas Land and Construction, Ltd.
13620 N. FM 620, Building B, Suite 150
Austin, Texas 78717

[Significant Homebuilder]

NOTICE IS HEREBY GIVEN that _____, a _____ (the [“Developer”] [“Significant Homebuilder”]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby terminating such party’s reporting obligations under the Continuing Disclosure Agreement of Developer related to such Bonds, by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC, as Administrator, and Wilmington Trust, National Association, as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of the [Developer] [Significant Homebuilder],
as Administrator)

By: _____

Title: _____

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Hutto, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3)
CUSIP Numbers: [insert CUSIP Numbers]
Quarterly Ending Date: _____, 2025

Re: Quarterly Report for Cottonwood Creek Public Improvement District – Improvement Area #3

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer related to the captioned Bonds by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership¹ (the “Developer”), P3Works, LLC, as Administrator, and Wilmington Trust, National Association, as Dissemination Agent, this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer][_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have any questions or comments.

Lennar Homes of Texas Land and Construction,
Ltd., a Texas limited partnership

By: U.S. Home LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its General Partner

By: _____

[OR

SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)

By: _____
Title: _____]

¹ If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF DEVELOPER REPORTING OBLIGATIONS**

[DATE]

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

Wilmington Trust, National Association
15950 North Dallas Parkway Suite 200
Dallas, Texas 75248

P3Works, LLC
3901 S. Lamar Blvd., Suite 440
Austin, Texas 78704

Re: Cottonwood Creek Public Improvement District – Improvement Area #3 – Continuing Disclosure Obligation

Dear _____,

Per *[Insert name of applicable agreement]*, as of _____, 20__, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements, Additional Improvements or Amenities (as those terms are defined in the Disclosure Agreement of Developer (as defined herein) within Improvement Area #3 of the Cottonwood Creek Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the “Disclosure Agreement of Developer”) by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association (the “Dissemination Agent”), with respect to the “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3),” any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements, Additional Improvements or Amenities is defined as a Developer.

As a Developer, pursuant to Section 5 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

Lennar Homes of Texas Land and Construction, Ltd., a Texas
limited partnership

By: U.S. Home LLC, a Delaware limited liability company (as
successor-in-interest by conversion from U.S. Home
Corporation, a Delaware corporation), its General
Partner

By: _____
Name: _____
Title: _____

Acknowledged by:

[INSERT ASSIGNEE NAME]

By: _____
Title: _____
Address: _____

Phone Number: _____
E-Mail: _____

EXHIBIT F

FORM OF SIGNIFICANT HOMEBUILDER ACKNOWLEDGEMENT

[DATE]

City of Hutto, Texas
500 W. Live Oak St.
Hutto, Texas 78634

Wilmington Trust, National Association
15950 North Dallas Parkway Suite 200
Dallas, Texas 75248

P3Works, LLC
3901 S. Lamar Blvd., Suite 440
Austin, Texas 78704

Re: Cottonwood Creek Public Improvement District – Improvement Area #3 – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots within Improvement Area #3 of Cottonwood Creek Public Improvement District (the “District”). Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer related to the captioned Bonds (the “Disclosure Agreement of Developer”) by and among Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Developer”), P3Works, LLC (the “Administrator”), and Wilmington Trust, National Association (the “Dissemination Agent”), with respect to the “City of Hutto, Texas, Special Assessment Revenue Bonds, Series 2026 (Cottonwood Creek Public Improvement District Improvement Area #3),” any entity that owns 17 or more of the single family residential lots within Improvement Area #3 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations under Sections 3 and 4(b) of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership

By: U.S. Home LLC, a Delaware limited liability company
(as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its General Partner

By: _____
Name: _____
Title: _____

Acknowledged by:
[INSERT ASSIGNEE NAME]

By: _____
Title: _____
Address: _____

Phone Number: _____
E-Mail: _____

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-077 awarding full-depth repair projects, identified in the pavement condition study treatment plan, located in Hutto Old Town district, including Live Oak Street, Hutto Street, and West Metcalfe Street in the amount of \$779,075.50 funded by the street maintenance and repair fund, to Asphalt Inc., LLC. (Rick Coronado)
Meeting: Thursday, April 2, 2026
Department: Public Works /
Staff Contact: Rick Coronado

ITEM SUMMARY:

The City of Hutto received a pavement condition evaluation update in May 2023 with a recommended street maintenance five-year plan. Included in the attached map provides the location and proposed treatment techniques for road areas that are very poor, serious or failed and require more active repairs, such as removing failed base, asphalt material and placing new asphalt. The road segments for this project include Live Oak (From West to Park Street), Hutto Street (Whitfield to FM 1660), and Metcalfe Street (West St. to FM 1660) are considered to be in very poor, serious or failed condition with a Pavement Condition Index less than 60. The recommended treatment plan calls for minor to major reconstruction of streets with this Pavement Condition Index (PCI). Included in the scope of work is repair of failed road base materials and installation of asphalt pavement. A map is included to reference the work to be done for FY 2025-26 and the area designated for reconstruction is about 1.2 miles in the Old Town district. The contractor is expected to complete work within 90 days of Notice to Proceed (NTP). The NTP will be identified within two-weeks of council approval to ensure the proper communication, scheduling, concurrent old town projects/events, and weather conditions are taken into consideration to complete the work by July 2026.

The invitation for bid (IFB) Solicitation Response #2026-040-RC-03 was opened on 3/18/2026 with two responsive bidders, including the lowest bid from Asphalt Inc., LLC. Reference checks were successfully performed and are acceptable to recommend the lowest bidder. The estimated cost for this work is in line with the full depth work cost estimate identified in the pavement study at about \$50 per square yard. A general service agreement attached includes the scope of work, cost, term, and contractor insurance and bonding requirements.

FISCAL NOTES:

Funding for this repair and maintenance expense is included in the FY 2025-26 Budget as follows:

General Fund (10)
Account Number: 10-040-060-6321

AGENDA ITEM REPORT

10.1.



Account Name: Street Repair & Maintenance
Budgeted Amount: \$2,100,000
Amount Available: \$1,985,288
Amount Requested: \$779,076
Amount Remaining: \$1,206,212

ATTACHMENTS:

1. Exhibit C - Mill and Pave Map - Live Oak
2. Hutto RES Live Oak Reconstruction 4.02.26
3. Exhibit A_COH- Live Oak NOIA-GSA- Partially Executed 3-25-26
4. Live Oak Reconstruction Bid Summary
5. Asphalt Inc_LL_C_ Bid Submittal - Live Oak - with 1295 Form

Mill and Pave

Exhibit C



FM
1660

HUTTO ST

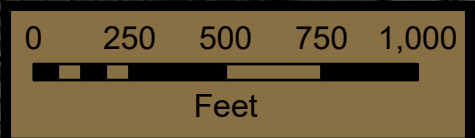
W METCALFE ST

E LIVE OAK ST

W LIVE OAK ST

79

79



- ~ Roadway
- 5" Mill and Pave**
- Full Name**
- East Live Oak Street (~1,490.91 Linear Feet)
 - Hutto Street (~1,717.78 Linear Feet)
 - West Live Oak Street (~1,545.20 Linear Feet)
 - West Metcalfe Street (~1,380.07 Linear Feet)

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING GENERAL SERVICE AGREEMENT BETWEEN ASPHALT INC., LLC AND THE CITY OF HUTTO IN THE AMOUNT OF \$779,075.50 FOR THE FULL DEPTH RECONSTRUCTION PROJECT FOR DESIGNATED OLD TOWN STREET SEGMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") desires to expand the pavement management program to help improve the life cycle cost of maintaining the City's streets; and

WHEREAS, the City desires to approve the general services agreement between Asphalt Inc., LLC dba Lone Star Paving Company and the City for the full depth reconstruction project for designated City street segments including Live Oak, Hutto, and Metcalfe in Old Town district area; and

WHEREAS, the City Council desires to authorize the City Manager to execute the General Services Agreement ("Agreement") in an amount not to exceed \$779,075.50 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 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 2nd day of April 2026 on vote of __AYES; __NAYS; __ABSTENTIONS

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary



March 24, 2026

Asphalt, Inc. LLC
Andrew Warner
11675 Jollyville Rd., Ste. # 150
Austin, TX 78759

Delivered via email to awarner@lspaving.com

NOTICE OF INTENT TO AWARD

Dear Mr. Warner:

Please take notice City of Hutto Public Works Director is recommending the City of Hutto award Asphalt Inc. LLC, dba Lone Star Paving the contract for **the reconstruction and full depth rebuild of Live Oak St. located in Hutto, TX.** If approved by council, **reconstruction and full depth rebuild may include Metcalfe St. and/or Hutto St.** per specifications listed in the GSA and original solicitation.

You are notified that your Bid dated **March 18, 2026** for the above Contract has been submitted for consideration as recommendation for award as a General Service Contract on April 2, 2026. The Bid price as presented is **\$388,759 for Live Oak St., \$174,923.50 for Metcalfe St., and \$215,393 for Hutto St.,** for a total of **\$779,075.50**

Please complete and deliver the following items via electronic format:

- One (1) signed and notarized copy of the General Service agreement (GSA).
- One (1) executed copy of the Notice of Intent to Award (NOIA)
- One (1) copy of the Performance Bond, and letter of credit as applicable, and one (1) copy of the Payment Bond as required in the "Instructions to Offerors".
- One (1) copy of the Certificate of Insurance showing coverage in accordance with contract documents.

Sabrina Manning
Purchasing Officer
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

500 W. Live Oak St. || Hutto, Texas 78634
512-759-4033 || www.huttotx.gov



ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledge by:

Contractor: Asphalt Inc., LLC dba Lone Star Paving

This the 25th day of March, 2026.

By: Charles Warner / Andrew Warner

Title: Estimator

You are required to return an acknowledged copy of the NOTICE OF INTENT TO AWARD to the City of Hutto.

202

3

20

CONTRACTOR

Asphalt Inc., LLC

Dbas Lone Star Paving

11675 Jollyville Rd, Ste. 150

(The "Contractor") (The "Contractor")

- ## Live Oak Reconstruction

2. BACKGROUND:

- A.** The Contractor represents that it is in all respects qualified, experienced, licensed, and able to provide the necessary Services to the Client.
- B.** The Client is of the opinion that the Contractor has the necessary qualifications, experience, licensing, and abilities to provide the necessary Services to the Client.
- C.** The Contractor agrees to provide such Services to the Client on the terms and conditions set out in this Agreement, and all provisions of the General Affirmations and Solicitation Acceptance (**Exhibit A**); the Definitions and Standard Purchasing Terms and Conditions (**Exhibit B**); the Mill and Pave Map (**Exhibit C**); and the Live Oak Bid Form (**Exhibit D**) included in the bid package for these Services and attached hereto and incorporated herein for all purposes.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

3. SERVICES PROVIDED/SCOPE OF SERVICES:

- A.** The Contractor shall carry out in a professional and prudent manner all of the Services required by the Agreement. These Services include all of the services described in this Agreement. Contractor will diligently proceed with the Scope of Services and will provide such Services in a timely manner.
- B.** The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
 - Cost of materials
 - Removal of approximately 7 inches of existing asphalt, base, and subgrade
 - Full depth reconstruction with placement of 2 inches of Type D asphalt and 5 inches of Type B asphalt Associated traffic control
 - Clean up and compliance of City specifications
- C.** The Services will also include any other tasks which the Parties may agree upon in writing. The Contractor hereby agrees to provide such Services to the Client.
- D.** The Client and Contractor agree that the following will be excluded from the Services described, unless, at the option of the Client and agreed to in writing by the Parties, that it should be included in the Services of this Agreement. Exclusions to Services include:

None Listed.

- E.** No additional stipulations.

4. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES:

- A. The Contractor represents that it has or will secure at its own expense all personnel, equipment, tools, and supplies required in performing the Services under this Agreement. Any reimbursement for qualifying expenses under this Agreement is governed by Section 18 of this Agreement titled "Reimbursement of Expenses" and **Exhibit B**.
- B. The Contractor is responsible for providing any and all labor needed to fulfill the Services in this Agreement, including hiring any assistants. Any hired assistants or subcontractors will be the sole employees or agents of the Contractor and are not employees or agents of the Client.
- C. All of the Services required hereunder will be performed by the Contractor or under its supervision.
- D. Contractor represents and warrants that it does not currently have or maintain employees and operates as a sole proprietor. Services covered by this Agreement shall be subcontracted only to the persons or entities, who Contractor represents are qualified, experienced, and licensed to provide such Services.
- E. Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the Services to be provided hereunder, and that solely the Contractor is responsible for any fees or costs associated with obtaining or maintaining those licenses to perform the Services under this Agreement.

5. CONTROL:

- A. It is agreed by the Parties that the Client has no right of control or direction over the manner, means, and methods that the Contractor will use in completing the Services of this Agreement. The Contractor is free to set its own hours including:
 - i. Working Schedules;
 - ii. Vacation Times;
 - iii. Meetings with employers or employees and subcontractors; and
 - iv. Submissions of reports of any kind to employers and subcontractors.

6. VACATIONS AND TRANSPORTATION:

- A. The Contractor must provide its own transportation for itself and its employees and subcontractors. The Client will not provide reimbursement for travel and transportation expenses.
- B. Any vacation time, holidays, sick leave, or training is the sole expense of the Contractor and will not be paid by the Client.

7. NO TRAINING PROVIDED:

- A. The Client will not provide any training for either the Contractor, its employees or assistants, or subcontractors.

8. TIME OF PERFORMANCE:

- A. The Services of the Contractor are to commence as soon as practicable after the execution of this Agreement and upon the proper approval and documents issued by the Client, including the issuance of a Notice to Proceed, and shall be completed no later than the time specified in **Exhibit B**.

9. TERM OF AGREEMENT:

- A. The term of this Agreement (the "Term") shall commence on the date this Agreement is fully executed and shall continue until ninety (90) days after issuance of a Notice to Proceed, unless earlier terminated in accordance with this Agreement. The Term may be extended only by written agreement of the Parties.

10. REPORTING:

- A. The Client's primary representative for this Agreement shall be Richard Rodriguez. The City Manager shall be an alternate representative. The City shall not be liable for Contractor's expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor's representative shall be Andrew Warner. Reliance by the Client on representations by any other person shall be at the Client's own risk.

11. RECORDS:

- A. During performance and after termination of this Agreement, each Party shall make available to the other Party for inspection and copying, all records, whether external or internal, having any relevance to this Agreement.

12. PERFORMANCE/ETHICS:

- A. The Parties agree to do everything necessary, and within reason, to ensure that the terms of this Agreement take effect.
- B. Contractor shall discharge its duties fairly, impartially, and maintain a standard of conduct that competently serves the Client and the interests of the Client. Contractor shall at all times exercise unbiased judgment when performing its duties under this Agreement.

13. CURRENCY:

- A. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

14. COMPENSATION:

- A. The Contractor will charge the Client a total amount not to exceed **\$388,759** for the base scope of services on Live Oak Street, subject to City Council approval (the "Compensation"); alternate additions may also be approved as follows:
- **Metcalf Street: \$174,923.50**
 - **Hutto Street: \$215,393**

If all alternate additions are approved, the **Total Compensation** shall not exceed **\$779,075.50**.

- B. The Client will be invoiced monthly for Services completed.
- C. Invoices submitted by the Contractor are due within thirty (30) days of receipt.
- D. In the event that this Agreement is terminated by the Client prior to completion of the Services, but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- E. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Client is exempt from sales tax and will not be charged for any sales tax.
- F. All other compensation guidelines, stipulations, and fee schedules are further outlined in **Exhibit B**.

15. TERMINATION OF AGREEMENT FOR CAUSE:

- A. If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Contractor under this Agreement shall, at the option of the Client, become its property, and the Contractor shall be entitled to receive, at the option of the Client, just and equitable compensation for any satisfactory work completed on such documents and materials or only such compensation allowed under Section 13(g) titled "Compensation," either of which shall not exceed the Agreement amount.

16. TERMINATION FOR CONVENIENCE OF CLIENT:

- A. The Client may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the

effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 15 above titled "Termination of Agreement for Cause" shall, at the option of the Client, become its property, and the Contractor will be paid an amount not to exceed the sum of work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

17. NO RIGHT TO DISMISS:

- A. The Contractor cannot be dismissed or terminated unless there is a breach of this Agreement, or as stipulated in Sections 15 and 16 of this Agreement.

18. REIMBURSEMENT OF EXPENSES:

- A. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services, as deemed appropriate by the Client, and pursuant to **Exhibit B** of this Agreement.
- B. All expenses must be pre-approved by the Client.

19. RETURN OF PROPERTY:

- A. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

20. CAPACITY/INDEPENDENT CONTRACTOR:

- A. In providing the Services under this Agreement, it is expressly agreed that the Contractor and any of its subcontractors are acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively an Agreement for Services.
- B. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor and any of its subcontractors are during the Term. The Contractor is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement and those of the Contractor's employees and assistants.
- C. The Parties intend that an independent Contractor/Client relationship be created by this Agreement. Client is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor and any of its subcontractors are not considered to be an agent or employee of the Client for any purpose, and the employees and assistants of the Contractor are not entitled to any benefits that the Client provides for its employees.

- D. It is understood that the Client does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while it is under contract with the Client.

21. EQUAL EMPLOYMENT:

- A. The Contractor will not discriminate against any employee or applicant, or subcontractor for employment because of race, color, religion, sex, or national origin.

22. CONFLICTS OF INTEREST:

- A. Contractor agrees that no employee of the Client who has exercised or will exercise any authority over the specifications, procurement, supervision, or payment for this Agreement, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Agreement. If the Contractor learns of any such interest, the Contractor shall, without delay, inform the City Attorney or one of the officers specified in Section 10 of this Agreement titled "Reporting."

23. NOTICE:

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

- i. City of Hutto
ATTN: City Manager
500 West Live Oak Street
Hutto, TX 78634
- ii. Asphalt Inc., LLC dba Lone Star Paving
ATTN: Alex Flores, Vice President
11675 Jollyville Rd., Ste 150
Austin, TX 78759

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

24. INDEMNIFICATION:

THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS,

Live Oak Reconstruction

REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

25. RISK:

- A.** The Contractor shall perform the work under this Agreement at its own risk. The Contractor assumes all responsibility for its subcontractors, as well as the condition of tools, equipment, materials, and job site.

26. INSURANCE AND BOND REQUIREMENTS:

- A.** The Contractor has secured and shall maintain insurance for the risks and in the amounts specified in **Exhibit B**. The Contractor and its insurance carrier waive subrogation against the Client.
- B.** The Contractor has or will secure a Performance Bond and a Payment Bond for 100% of the contract price.

27. MODIFICATION OF AGREEMENT:

- A.** Any amendment or modification of this Agreement, including any increase or decrease in the amount of Contractor's compensation, or additional obligation(s) assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and agreed to and signed by each Party or an authorized representative of each Party.

28. ASSIGNMENT:

- A.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

29. ENTIRE AGREEMENT:

- A.** All Parties mutually agreed to the terms of this Agreement, including provisions contained in the General Affirmations and Solicitation Acceptance (**Exhibit A**); the Definitions and Standard Purchasing Terms and Conditions (**Exhibit B**); the Mill and Pave Map (**Exhibit C**); and the Live Oak Bid Form (**Exhibit D**) attached hereto. The Agreement should not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties.

30. ENUREMENT:

- A. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

31. TITLES/HEADINGS:

- A. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

32. CHOICE OF LAW/JURISDICTION:

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. For any claims or disputes regarding this Agreement, venue is proper in Williamson County, Texas.

33. SEVERABILITY:

- A. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. WAIVER:

- A. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2026.

CITY OF HUTTO, TEXAS

By: _____
James Earp, City Manager

Date: _____

ATTEST

By: _____
Laura Hallmark, City Secretary

Date: _____

Asphalt Inc., LLC dba Lone Star Paving

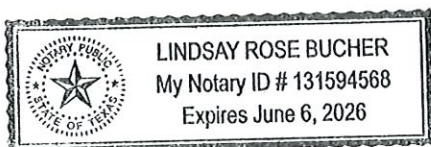
By: [Signature] VP
(name) Ben Liggett (title) Vice President
Date: 3/25/26

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me, the undersigned authority, this 25th day of March, 2026, by Ben Liggett, as VP on behalf of Asphalt Inc., LLC dba Lone Star Paving
(name) (title)

(SEAL)

[Signature]
Notary Public, State of Texas



END OF DOCUMENT

Live Oak Reconstruction



Live Oak Reconstruction with Alternate Streets

Bidder	Live Oak St.	Alternate A - Metcalfe St	Alternate B - St.	Total
Asphalt, dba LoneStar Paving	\$ 388,759.00	\$ 174,923.50	\$ 215,393.00	\$ 779,075.50
Bennet Paving	\$ 424,980.00	\$ 191,409.20	\$ 237,610.00	\$ 853,999.20
Bidding Average			\$	816,537.35

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Asphalt Inc., LLC DBA Lone Star Paving
11675 Jollyville Rd, Suite 150
Austin, TX 78759

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of Bidder's Total Bid Amount - (5% BTBA)

PROJECT:

(Name, location or address, and Project number, if any)

Live Oak Full-Depth Repair
IFB# 2026-040-RC-03

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2026


(Witness) Andrew Warner

Asphalt Inc., LLC DBA Lone Star Paving
(Principal) _____ (Seal)


(Title) Alex Flores / Vice President
Western Surety Company
Liberty Mutual Insurance Company


(Witness) Bijon Williams


(Title) Kelly M. Coleman, Attorney-in-Fact
State of Incorporation: SD and MA
Limit of Liability: \$ 5% BTBA

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Dylan Clark, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

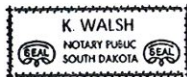
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214058-022004

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



ADDENDUM NOTICE TO BIDDERS

Project Name: Live Oak Full-Depth Repair

Solicitation Number: IFB# 2026-040-RC-03

Addendum Number: I (one)

Date Issued: 02/19/2026

NOTICE TO BIDDERS

This Addendum forms a part of the Contract Documents and modifies the original Solicitation Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to acknowledge receipt of this Addendum may result in disqualification of the bid.

CHANGES TO THE SOLICITATION DOCUMENTS

The following revisions, clarifications, or additions are hereby made:

I. "Exhibit D- Live Oak Bid Form" was added to page 4 and 21 of the solicitation packet. The bid form has been uploaded to the documents section of Bonfire.

ATTACHMENTS (If Applicable)

List any revised specifications, drawings, or other documents included with this Addendum:

- Revised pages to follow

All other terms and conditions of the original Solicitation remain unchanged.

Acknowledged by:
Andrew Warner
3/12/26

Issued By: Sabrina Manning

Title: Purchasing Officer

City: City of Hutto



ADDENDUM NOTICE TO BIDDERS

Project Name: Live Oak Full-Depth Repair

Solicitation Number: IFB# 2026-040-RC-03

Addendum Number: 2

Date Issued: 02/25/2026

NOTICE TO BIDDERS

This Addendum forms a part of the Contract Documents and modifies the original Solicitation Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to acknowledge receipt of this Addendum may result in disqualification of the bid.

CHANGES TO THE SOLICITATION DOCUMENTS

The following revisions, clarifications, or additions are hereby made:

I. Page 9 of the solicitation has been updated:

3.3 Contract Award & Terms of Contract

3.3.1 Contract Award States "Construction is expected to be completed **within 90 days** of Notice to Proceed."

Acknowledged By:
Andrew Warner
3/12/26
[Signature]

All other terms and conditions of the original Solicitation remain unchanged.

ATTACHMENTS (If Applicable)

List any revised specifications, drawings, or other documents included with this Addendum:

Attendance Log is attached

Sabrina Manning

Issued By: Sabrina Manning

Title: Purchasing Officer

City: City of Hutto



EXHIBIT A

CITY OF HUTTO

GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

The Respondent hereby verifies its compliance with each of the following provisions, as applicable:

1. Respondent represents and warrants that all statements and information prepared and submitted in its Solicitation Response are current, complete, true, and accurate. Submittal of false statements or the making of material misrepresentations during the performance of a contract is a material breach of contract and may void the Solicitation Response and any resulting contract.
2. Valid Entity. The Respondent hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code.
3. Israel Boycott. The Respondent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes. The Respondent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Respondent and exists to make a profit.
4. Sudan and Iran Sanctions. The Vendor represents that neither, if applicable, it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. 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 Vendor and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Vendor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

5. Firearm Entity Boycotts. 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 Respondent hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (b) 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 Respondent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Respondent and exists to make a profit.

6. 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 Respondent 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 Respondent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

7. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. www.ethics.state.tx.us. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

8. Undocumented Workers. The Respondent certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Respondent is convicted of a violation under 8 U.S.C. § 1324a(f), the Respondent shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of

Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

9. Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, neither the Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Respondent is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

10. Sample Form I295. Pursuant to Section 2252.908 of the Texas Government Code, Respondent must submit, to the Texas Ethics Commission via the website found at www.ethics.state.tx.us, the below-presented Form I295. A completed version of this form must be provided to the City for incorporation into this Exhibit A to be considered complete.

Asphalt Inc., LLC dba Lone Star Paving Company
Authorized Signature: 

Printed Name & Title: Alex Flores / vice president

Date: 03/12/2026

Phone: 512-428-5778

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File																																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																					
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																					
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">4 Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 50%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 25%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																												
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																			
		Controlling	Intermediary																																		
5 Check only if there is NO Interested Party. ☐																																					
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. _____ Signature of authorized agent of contracting business entity (Declarant)																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1432474

Date Filed:
03/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB #2026-040-RC-03
Live Oak Full Depth Repair Project for the City of Hutto, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spinn, Steve	Austin, TX United States	X	
	Naivar, Joe	Austin, TX United States	X	
	Condon, Josh	Austin, TX United States	X	
	Knox, Allen	Austin, TX United States	X	
	Ohlendorf, Ryan	San Antonio, TX United States	X	
	Lundquist, Dean	Leander, TX United States	X	
	Morisey, Greg	Austin, TX United States	X	
	Liggett, Ben	Austin, TX United States	X	
	Flores, Alex	Austin, TX United States	X	
	Wheeler, Jack	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1432474

Date Filed:
03/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB #2026-040-RC-03
Live Oak Full Depth Repair Project for the City of Hutto, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alex Flores, and my date of birth is 08/30/1902.

My address is 205 S. Saw Grass Lane, Georgetown, Tx, 78633, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Texas County, State of Texas, on the 12th day of March, 2026.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees to the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. ADDENDUM – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
- B. AGREEMENT/CONTRACT – A mutually binding legal document obligating the Vendor to furnish the goods, equipment, or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. APPROPRIATE, APPROPRIATED, OR APPROPRIATION – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. BIDDER/PROPOSER/RESPONDENT/OFFEROR – A person, firm, or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment, or services specified herein, and are interested in making an offer to provide the goods, equipment, or services to the City.
- F. CITY – The City of Hutto, a Home Rule law city located in Williamson County, Texas.
- G. DELIVERABLES – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. DUE DATE – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations, and Qualification Statements.
- I. GOODS – Materials, supplies, commodities, and/or equipment.
- J. LATE OFFER – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. NON-PROFESSIONAL SERVICES – Services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

- L. PIGGYBACK CONTRACT – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of other state and local agencies and active State of Texas CO-OP entities.
- M. PURCHASE ORDER – An order placed by the City for the purchase of goods or services issued on the City's standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed-upon price.
- N. PROFESSIONAL SERVICES – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ) – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254, commonly known as the Professional Services Procurement Act.
- P. RESPONSIBLE – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances and regulations concerning the purchasing process.
- Q. RESPONSIVE – A response to a Solicitation that meets all the requirements of a Solicitation.
- R. SERVICES – Work performed to meet the requirements and demands of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specifications, and technical assistance specified.
- S. SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES – The Solicitation document issued by the City that contains terms, conditions, and specifications for the service or commodity to be procured.
- T. SUBCONTRACTOR – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a Contract with the City.
- U. VENDOR/CONTRACTOR – Person or business enterprise providing goods, equipment, labor, and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

2. SOLICITATIONS

A. CONFLICT OF INTEREST:

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict-of-Interest Form may be submitted with the Response. The completed forms may be mailed or hand-delivered to the City Secretary at the following address: The City Manager or City Designee, Hutto, TX 78634. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation.

B. COMMUNICATIONS WITH THE CITY

To insure the proper and fair evaluation of a Solicitation, the city prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to any City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the

City of Hutto
Purchasing Officer
500 W. Live Oak Street
Hutto, TX 78634

C. DISCLOSURE OF PENDING LITIGATION

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard copyrighted information, trade secrets, or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in the City's best interest.

F. COST OF PREPARATION OF RESPONSE

All costs directly or indirectly related to the preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT

In determining the award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement, or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement, or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable, and a bondable business entity not in receivership or contemplating same and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION

1. All Responses must be submitted on the form provided by the City and accompanied by all required attachments. Responses must be submitted before the due date and time shown on the Solicitation. Only electronic responses will be accepted. Physical submission or Late Responses will not be considered.
2. If applicable, Respondent will show the exact cost to deliver. Responses must specify the unit price on the quantity specified, extent, and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state, and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name, or manufacturer's reference used in the Solicitation is descriptive (not restrictive) and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.

5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

3. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

i. ACCEPTANCE

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

ii. ABSENCES OF PURCHASE ORDER OR AGREEMENT

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

iii. VENDORS OBLIGATIONS

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

iv. EFFECTIVE DATE/TERM

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order and shall continue in effect until all obligations are performed in accordance with the Agreement.

v. SUBCONTRACTORS

1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Agreement;
2. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance, and amount acceptable to the City;
3. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to

enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

4. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified and shall name the City as an insured party;
5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
6. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

vi. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

vii. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

viii. INSURANCE REQUIREMENTS

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents, or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this

Purchase Order and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for the award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

For the duration of any contract resulting from this Solicitation, Vendor shall acquire insurance with financially sound and reputable independent insurers, as applicable, as set forth below:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	\$1,000,000 per occurrence and \$2,000,000 general aggregate OR	The City must be listed as an additional insured and provide thirty (30) days' notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury, And Contractual Liability.	\$2,000,000 combined single coverage limit	The City must be provided a waiver of subrogation. City prefers the insurer be rated B+VI or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	\$1,000,000 combined single limit	The City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of \$1,000,000 per incident	The City must be provided with a waiver of subrogation.
Professional Liability	\$1,000,000 per occurrence	The inclusion of a no-burn-off provision is required.
Liability - Railroads	\$1,000,000 Bodily Injury \$1,000,000 Property per occurrence required for any work performed on or within fifty (50) feet of any railroad property.	None.

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be:

City of Hutto at 500
W. Live Oak St
Hutto, Texas

ix. EXCEPTIONS TO SPECIFICATIONS

Deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

x. TRAVEL EXPENSES

All travel, lodging, and/or per diem expenses associated with providing the materials, equipment, or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

xi. HUB REQUIREMENTS

The City complies with the requirements of the State of Texas Local Government Code, Chapter 252, Section 252.0215.

xii. SPECIAL TOOLS & EQUIPMENT

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

i. PLACES & CONDITIONS OF WORK, ACCESS TO SITE

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor, and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect the performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

ii. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT & LABOR

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

iii. WORKFORCE

If Services are to be performed principally on the City's premises or on public right-of-way's:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors, and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

iv. COMPLIANCE WITH ALL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify, and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

v. STOP WORK NOTICE

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

vi. WARRANTY OF SERVICES

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules or regulations. This warranty may not be limited, excluded, or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the number of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

i. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

ii. GOODS

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

iii. PACKAGING OF DELIVERABLES

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address, and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

iv. WARRANTY

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

v. NO LIMITATION OF MANUFACTURERS' WARRANTIES

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

i. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

ii. NO SUBSTITUTIONS OR CANCELLATIONS

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

iii. NOTICE OF DELAY IN DELIVERY

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

iv. DELIVERY LOCATION HOURS, DAYS, HOLIDAYS

Unless otherwise specified, all deliveries must be made to City of Hutto, at the City Department ship to address on the Purchase Order between the hours of 8 a.m. and 4 p.m. (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

v. NO SHIPMENT UNDER RESERVATION

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

vi. TITLE/RISK OF LOSS

Title to and risk of loss of the deliverables shall pass to the City only when the City receives and accepts the deliverables (no delivery, no sale).

vii. RIGHT OF INSPECTION & REJECTION

The City expressly reserves all rights under the law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors' facilities, or the deliverables at the Vendor's or the Vendor's subcontractors' premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

viii. ACCEPTANCE OF INCOMPLETE OR NON-COMFORMING GOODS

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

i. TAX EXEMPT STATUS

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

ii. INVOICING REQUIREMENTS

Unless otherwise specified, all invoices shall be submitted to the City of Hutto, City Manager or City Designee, 500 W. Live Oak Street Hutto, TX 78634 and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours worked at the work site.

iii. PAYMENT TERMS

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 225I. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment, the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

iv. RIGHT TO AUDIT

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

v. FIRM PRICING

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line-item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

vi. PRICE WARRANTY

The Vendor warrants the prices quoted are not materially higher than the Vendor's current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

vii. VENDOR OWING TAXES OR FEES TO THE CITY

Payment will not be made to any person, firm, or in arrears in taxes or fees to the City.

viii. TERMS, CONDITIONS & ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations.

B. DEFAULT

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION

I. TERMINATION FOR CAUSE

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses, and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs, prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor written notice of termination at the end of its then current fiscal year.

4. CANCELLATION

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, becomes insolvent, or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

F. FRAUD

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

G. INDEMNITY

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

H. LIABILITY

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in

the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

I. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development, or delivery of such deliverables will not impact such warranties of Vendor.

J. DAMAGE TO CITY PROPERTY

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel, and equipment. Vendor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing service work.

K. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination, or other releases of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. CODES, PERMITS & LICENSES

Vendor shall comply with all federal, state, and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

N. ADVERTISING/PUBLICITY

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into an Agreement with Vendor, except to the extent required by applicable law.

O. INDEPENDENT CONTRACTOR

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

P. LIENS

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

Q. ASSIGNMENT/DELEGATIONS

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

R. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

S. GOVERNING LAW & VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter I, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Hutto, TX, and the venue for any action related to this Agreement shall be Williamson County, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

T. INTERLOCAL COOPERATING PURCHASING/PIGGYBACK CONTRACTS

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from the lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

U. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

V. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s), the basis thereof, and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

W. NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first-class mail, fax, or other commercially accepted means.

Notices to the Vendor: *Asphalt Inc., LLC dba Core Star
Paving Company
11675 Jollyville Rd Ste. #150
Austin, Tx 78759
dlwarner@ispaving.com
512-420-5778*

Notices to the City:

City of Hutto

Purchasing Officer

500 W. Live Oak Street

Hutto, TX 78634

Sabrina.Manning@huttoTX.gov

X. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is canceled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor as a result of the gratuities.

Y. PERSONAL INTEREST PROHIBITED

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of the Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board, or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Z. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of a similar or different character.

AA. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Agreement. If the parties cannot resolve the dispute, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

BB. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

CC. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

DD. ANTI-BOYCOTT VERIFICATION

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

EE. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS

To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the _____ day of _____, 2025.

CITY OF HUTTO, TEXAS

By: _____
James Earp, City Manager

Date: _____

ATTEST:

Laura Hallmark, City Secretary

*Asphalt Inc., LLC dba Lone Star
Paving Company*

VENDOR

By: _____
Name, Title *Alex Flores, Vice President*

Date: *03/12/2026*

STATE OF TEXAS

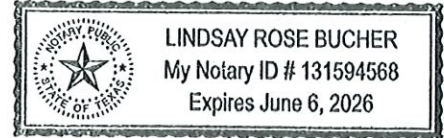
§

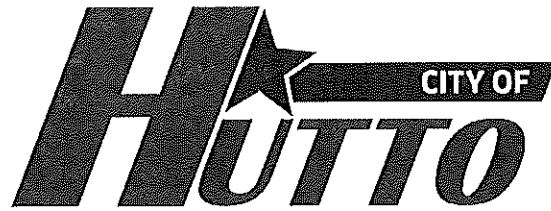
COUNTY OF Travis §
§

This instrument was acknowledged before me, the undersigned authority, this 12th
day of March, 2025, by Alex Flores, as Vice President on behalf of
[VENDOR], Inc. 2026

[Seal]

Notary: [Signature]
License Expires: June 6, 2026





Invitation to Bid

Solicitation Response IFB# 2026-040-RC-03

Subject: Live Oak Full-Depth Repair

Issue Date: 2/16/2026

Due date: 3/18/2026 at 2:00 PM CST



Table of Contents

Article I. Executive Summary and Exhibits	4
I.1 Executive Summary & Scope of Work.....	4
I.2 Exhibits	4
Article II. Administrative Information	5
2.1 Schedule of Events.....	5
2.2 Inquiries:	5
2.2.1 Important Notes & Contact	5
2.2.2 Prohibited Communications	6
2.3 General Requirements for Solicitation Response.....	6
2.3.1 Solicitation Response Format and Deadlines	6
2.3.3 Alterations, Modifications, Withdrawals	6
Article III. Evaluation and Award	7
3.1 Selection Criteria	7
3.2 Scoring Methodology.....	7
3.3 Contract Award & Terms of Contract	7
3.4 New Vendor Packet.....	8
3.5 Non-Appropriation.....	8
Article IV. Required Respondent Information.....	8
4.1 Solicitation Response Form.....	8
4.2 Respondent Information.....	9
4.2.1 Company Profile.....	9
4.2.2 Demonstration of Experience.....	10
4.3 List of Machinery and Equipment.....	11
4.4 Litigation History	11
4.5 References.....	12
4.6 Deviation or Compliance.....	12
4.6.1 Deviation.....	12
4.6.2 No Deviations	12
4.7 Cooperative/ Interlocal Purchasing	13
4.8 Conflict of Interest Questionnaire.....	15



4.9 Subcontractors	16
Article V. Bid	17
Article VI. Standard Terms and Special Conditions.....	17
6.1 Standard Terms and Special Conditions.....	17
6.1.1 Labor, Materials, and Time	17
6.1.2 OSHA Compliance	17
6.1.4 Amendments, Rejections, and or withdrawals	18
6.1.5 Irregularities.....	18
6.1.6 Evaluation, Offer Period and Contract Award	18
6.1.7 Affirmations and Solicitation Acceptance	19
6.1.8 Open Records	19
6.1.9 Contract Responsibility	19
6.1.10 Public Disclosure	19
6.1.11 Remedies.....	19
6.2 Insurance and Bonds.....	20
6.2.1 Required Insurance Coverages.....	20
6.2.2 Performance and Payment Bond Amounts	20
6.3 Disclosure of Interested Parties.....	21
Article VII. Submission Checklist	21

This document includes hyperlinks (in blue) for reference



Article I. Executive Summary and Exhibits

I.1 Executive Summary & Scope of Work

The City of Hutto, a home rule municipality, is soliciting sealed bids from qualified contractors for furnishing all labor, materials, and equipment for the full depth rebuild of Live Oak St. located in Hutto, TX.

Base bid for Live Oak St., total length to be done is approximately 3,050 LF by 22 LF, between Park Street going east shortly past West st.. The scope of work includes removing 7" of asphalt, base, and subgrade, replacing with 5" of Type D asphalt and 2" of Type B asphalt, and associated traffic control, cleanup, and compliance with city specifications.

Alternate bid A) for Metcalfe St., total length to be done is approximately 1,381 LF by 22 LF, between FM 1660 going east towards West St. The scope of work includes removing 7" of asphalt, base and subgrade, replacing with 5" of Type D asphalt and 2" of Type B asphalt, and associated traffic control, cleanup, and compliance with city specifications.

Alternate bid B) for Hutto St., total length to be done is 1718 LF by 22 LF, between FM 1660 going east towards Whitfield St. The scope of work includes removing 7" of asphalt, base and subgrade, replacing with 5" of Type D asphalt and 2" of Type B asphalt, and associated traffic control, cleanup, and compliance with city specifications.

Each BID must be accompanied by Bid Security made payable to the City of Hutto in an amount of five percent (5%) of BIDDER's total Bid amount in the form of a certified or cashier's check on a state or national bank or an acceptable Bid Bond issued by a reliable surety company as a guarantee that the Bidder, if selected, will enter into a contract and execute the required Performance and Payment Bonds within ten (10) days after notice of award.

The City of Hutto will consider bids from business entities that demonstrate the ability to complete the Project within the guidelines of this solicitation, following all applicable federal, state, and local rules, laws, and regulations and the terms and conditions contained in **Exhibit B**. Respondent must execute **Exhibit A** and complete other items listed on the Submission Checklist to be considered for award.

I.2 Exhibits

Exhibit A – General Affirmations and Solicitation Acceptance

Exhibit B – Standard Purchasing Terms and Conditions

Exhibit C – Project Map

Exhibit D – Live Oak Bid Form



Article I. Executive Summary and Exhibits

I.1 Executive Summary & Scope of Work

The City of Hutto, a home rule municipality, is soliciting sealed bids from qualified contractors for furnishing all labor, materials, and equipment for the full depth rebuild of Live Oak St. located in Hutto, TX.

Base bid for Live Oak St., total length to be done is approximately 3,050 LF by 22 LF, between Park Street going east shortly past West St.. The scope of work includes removing 7" of asphalt, base, and subgrade, replacing with 5" of Type D asphalt and 2" of Type B asphalt, and associated traffic control, cleanup, and compliance with city specifications.

Alternate bid A) for Metcalfe St., total length to be done is approximately 1,381 LF by 22 LF, between FM 1660 going east towards West St. The scope of work includes removing 7" of asphalt, base and subgrade, replacing with 5" of Type D asphalt and 2" of Type B asphalt, and associated traffic control, cleanup, and compliance with city specifications.

Alternate bid B) for Hutto St., total length to be done is 1718 LF by 22 LF, between FM 1660 going east towards Whitfield St. The scope of work includes removing 7" of asphalt, base and subgrade, replacing with 5" of Type D asphalt and 2" of Type B asphalt, and associated traffic control, cleanup, and compliance with city specifications.

Each BID must be accompanied by Bid Security made payable to the City of Hutto in an amount of five percent (5%) of BIDDER's total Bid amount in the form of a certified or cashier's check on a state or national bank or an acceptable Bid Bond issued by a reliable surety company as a guarantee that the Bidder, if selected, will enter into a contract and execute the required Performance and Payment Bonds within ten (10) days after notice of award.

The City of Hutto will consider bids from business entities that demonstrate the ability to complete the Project within the guidelines of this solicitation, following all applicable federal, state, and local rules, laws, and regulations and the terms and conditions contained in **Exhibit B**. Respondent must execute **Exhibit A** and complete other items listed on the Submission Checklist to be considered for award.

I.2 Exhibits

Exhibit A – General Affirmations and Solicitation Acceptance

Exhibit B – Standard Purchasing Terms and Conditions

Exhibit C – Project Map



Article II. Administrative Information

2.1 Schedule of Events

The dates provided represent a tentative schedule of events related to this solicitation. The City of Hutto reserves the right to modify these dates before the deadline for submission of Solicitation Responses upon notice being posted on the City website and its Vendor Connection website, Bonfire.

Schedule of Events

Event	Deadline	
Solicitation Issuance	2/16/2026	
Pre-Bid Conference (optional)	2:00 pm	2/25/2026
Deadline for Question Submittal	5:00 pm	3/11/2026
Anticipated Addenda Release, if applicable.	3/13/2026	
Deadline for Bid Submission	2:00 pm	3/18/2026
Notice of Intent to Award	4/2/2026	
Tentative Award Date	4/2/2026	

2.2 Inquiries:

2.2.1 Important Notes & Contact

Question deadline is 3/4/2026 at 5:00 PM CST. Any question submitted after this time will not be answered.

Any questions, clarifications, concerns or requests for general information should be submitted in writing via Bonfire

Solicitation documents may be examined or obtained electronically at the City's Bid postings website and its Vendor Connection website, Bonfire. All addenda will be posted on the City's Bid postings website and its Vendor Connection website. It is the sole responsibility of the Respondent to check for Addenda.



Respondents are expected to examine all documents that make up this solicitation. Respondents shall promptly notify the City of any omission, ambiguity, inconsistency, or error they may discover upon reviewing the solicitation. The City assumes no responsibility for errors or misrepresentation that result from the use of incomplete submissions.

READ THIS SOLICITATION FULLY AND CAREFULLY. RESPONSES MUST BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE SUBMISSION.

2.2.2 Prohibited Communications

Upon issuing this solicitation, except for written inquiries as outlined above, the City of Hutto, its representatives, or partners will not answer questions or otherwise discuss the content of this solicitation with any potential Respondent or their representative(s). Respondent agrees to rely solely on the written process outlined herein. Respondents who do not comply with the terms outlined in this section may be disqualified from this solicitation.

2.3 General Requirements for Solicitation Response

2.3.1 Solicitation Response Format and Deadlines

Respondents will need to create an account on Bonfire in order to be able to view and submit an electronic bid. All submissions must be completed before the provided "bid opening" date and time. Once the date and time has passed, the option to submit a bid will no longer be available.

HARD COPY, FAXED, OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.

2.3.3 Alterations, Modifications, Withdrawals

Submissions may be modified, altered, or withdrawn from consideration by notifying the point of contact listed herein, provided such notice is received before the deadline. No submission may be withdrawn after the date and time of opening without approval of the Purchasing Supervisor.



Article III. Evaluation and Award

3.1 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored by the following criteria:

- (a) Responsiveness (pass/fail)
 - o All requested documentation
 - o Licensing, bonding and insurance
- (b) Responsibility (pass/fail)
 - o Valid license for work
 - o Demonstration of experience
 - o References
 - o Adequate staffing & equipment
- (c) Price (100%)
 - o Lowest Total Bid

3.2 Scoring Methodology

The City of Hutto assembles an evaluation committee to evaluate each Solicitation Response. Each evaluator shall complete one Bid Form for each Solicitation Response and evaluate those responses against the requirements of this solicitation.

Bids shall be evaluated based on a reasonable assessment of the submitted price and consider such factors as the confirmation of experience and references.

Evaluators may seek the advice of legal counsel and/or subject matter experts if they need help understanding information in a Solicitation Response or require additional technical assistance.

3.3 Contract Award & Terms of Contract

1.

2.

3.

3.1.

3.2.

3.3.

3.3.1. Contract Award

*See Addendum #2 3.3.1
page 9 of 22*



The City of Hutto intends to award one contract under this solicitation. An award notice will be sent to the selected Respondent upon selection.

3.3.2. Terms of Contract

see Page 9 of 22 Addendum # 2

The City of Hutto intends to award one (1) Contract for the products and services requested under this Solicitation. Any Contract resulting from this Solicitation shall be effective from the date of execution until September 30, 2026. The City of Hutto may, at its discretion and in compliance with applicable laws, extend the contract term upon mutually agreement of the parties

Note: Solicitation Responses are subject to the Texas Public Information Act.

3.4 New Vendor Packet

If selected for award, the vendor agrees to provide the City with a completed New Vendor Packet before the commencement of any performance required under an Agreement. Completed New Vendor Packets must be submitted to the Purchasing Supervisor via email at procurement@huttotx.gov.

3.5 Non-Appropriation

Respondent hereby acknowledges and agrees that any contract resulting from this solicitation reflects a commitment of the City's current revenues only and that the City shall have the right to terminate any Contract at the end of any City fiscal year if the City Council does not appropriate sufficient funds. The City may affect such termination by providing written notice at the end of its current fiscal year. Provide timely notice to maintain the City's ability to perfect termination.

Article IV. Required Respondent Information

4.1 Solicitation Response Form

By signing and submitting the solicitation response, Respondent acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

☐ An individual proprietorship

☐ A partnership



3.3 Contract Award & Terms of Contract

3.3.1 Contract Award

The City of Hutto intends to award one contract under this solicitation. An award notice will be sent to the selected Respondent upon selection. Work is expected to be completed **within 90 days** of Notice to Proceed.

3.3.2 Terms of Contract

The City of Hutto intends to award one (1) Contract for the products and services requested under this Solicitation. Any Contract resulting from this Solicitation shall be effective from the date of execution until **September 30, 2026**. The City of Hutto may, at its discretion and in compliance with applicable laws, extend the contract term upon mutually agreement of the parties

Note: Solicitation Responses are subject to the Texas Public Information Act.

3.4 New Vendor Packet

If selected for award, the vendor agrees to provide the City with a completed New Vendor Packet before the commencement of any performance required under an Agreement. Completed New Vendor Packets must be submitted to the Purchasing Supervisor via email at procurement@huttotx.gov.

3.5 Non-Appropriation

Respondent hereby acknowledges and agrees that any contract resulting from this solicitation reflects a commitment of the City's current revenues only and that the City shall have the right to terminate any Contract at the end of any City fiscal year if the City Council does not appropriate sufficient funds. The City may affect such termination by providing written notice at the end of its current fiscal year. Provide timely notice to maintain the City's ability to perfect termination.

Article IV. Required Respondent Information

4.1 Solicitation Response Form

By signing and submitting the solicitation response, Respondent acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

☐ An individual proprietorship

☒ A partnership **LLC-P**

500 W. Live Oak St. || Hutto, Texas 78634
512-759-4033 || www.huttotx.gov

Page 9 of 22

**Addendum
#2**



☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

4.2 Respondent Information

4.2.1 Company Profile

Company Name:

and D/B/A:

Phone: _____

Fax: _____

If there is no toll-free number, does the company accept collect calls? ☐ Yes ☒ No

Contacts:

Corporate Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Website: _____

If local contact is the same as corporate contact, check here ☒

Local Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Website: _____



Number of years the company has been in business under this name: 12

Other company names used with dates, from/to: N/A

4.2.2 Demonstration of Experience

Years in business under present business name: 12

Total years of experience in work of the type called for in this contract: 12

List in table below the contracts of similar scope and scale to the City's IFB has your organization completed (attach additional pages as necessary). List most recent FIRST: Please Reference the following "2025 Relevant Experience" List.

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info

List in the table (attach additional pages as necessary) below what contracts your organization currently has: Confidential

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info
	Lone Star Paving has Hundreds of active Construction Projects each year, none of which will impact or Impede the performance on this Contract.		

If you have any additional experience or work that you would like to submit, please provide separate additional documentation upon submittal.

Have you ever failed to complete any contract awarded to you?

☐ Yes ☒ No

If "Yes", state where and why.



Relevant Experience- 2025

1. Project Name: City of Round Rock- 2024 Residential Street Maintenance Program
Location: Round Rock, TX
Contact: Reuben Ramirez- Project Manager (512-218-7084)
rramirez@roundrocktexas.gov
Base Contract Amount: \$5,161,262.65
Date Completed: Summer 2025
Scope: Asphalt Repairs, Concrete Repairs, Milling, Asphalt Overlay, Pavement Markings
2. Project Name: City of Leander- Roadway Rehabilitation FY 2025
Location: Leander, TX 78641
Contact: Roman Poudyal- Public Works Project Manager (512) 259-2640 RPoudyal@leandertx.gov
Base Contract Amount: \$1,411,219.55
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings
3. Project Name: City of Cedar Park- 2025 Major Road Resurfacing
Location: Cedar Park, TX
Contact: Jessica Kintz- Project Engineer (512) 401-5363
Jessica.Kintz@cedarparktexas.gov
Base Contract Amount: \$2,170,846.25
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings
4. Project Name: City of Lago Vista- Street Resurfacing Phase 2B
Location: Lago Vista, TX
Contact: Victor Manzano- Project Engineer (512) 267-1155
Victor.Manzano@lagovistatexas.gov
Base Contract Amount: \$1,317,305.60
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings
5. Project Name: Wilco CR 175 Mill & Inlay
Location: Cedar Park, TX
Contact: Fernando Ramirez- Purchasing Department
fernando.ramirez@wilcotx.gov
Base Contract Amount: \$1,608,109.35
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

March 27, 2025

LONE STAR PAVING COMPANY
PO BOX 200608
AUSTIN TX, 78720

RE: TxDOT Vendor Number 25885

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2025.

Your bidding capacity has been set at \$2,667,106,110.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division

Connecting You with Texas
An Equal Opportunity Employer



Are you at present in any major litigation or lawsuits involving work of any type?

☐ Yes ☒ No

If "Yes", explain:

Explain in detail the manner in which you have inspected the work proposed in this contract: *Jobsite Visit, Google Maps.*

4.3 List of Machinery and Equipment

If applicable- It is required that a Contractor be able to perform the Scope of Work of the solicitation. It is represented as part of this solicitation response that the below listed equipment is available for use on the work covered by the Scope of Work. (Attached additional pages as necessary.)

As a part of the solicitation response evaluation, a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning solicitation response.

Units	Types of Equipment
<i>Lone Star</i>	<i>Paving Keeps our equipment Well Maintained and we will provide our TxDOT Highway Spread for the Patching on this Project & 1 Milling Machine</i>

4.4 Litigation History

At its discretion, the City of Hutto's Finance Department may review a Respondent's pending or history of litigation as part of the evaluation process. Any awaiting litigation or litigation history deemed, in the sole discretion of the City of Hutto, to demonstrate unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations may be grounds for disqualification under this solicitation.



4.5 References — *Please Reference our "2025 Relevant Experience" List.*

Respondent shall submit a list of at least three (3) references for which Respondent has provided like products or services. References will include contact name and phone number. Solicitation response submitted without three references may be disqualified from consideration. Central Texas area references are preferred.

Company:

Contact name: Phone number:

Email:

Company:

Contact name: Phone number:

Email:

Company:

Contact name: Phone number:

Email:

4.6 Deviation or Compliance

4.6.1 Deviation

In the event the undersigned Respondent intends to deviate from the general term, conditions, special conditions, or specification contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be LISTED IN THIS SECTION, with complete and detailed conditions and information also being attached (attach additional pages as necessary.)

4.6.2 No Deviations

In the absence of any deviation entry in this section, Respondent assures the City of Respondent's compliance with the Terms, Conditions, Specifications, and information contained in this solicitation.

Deviation #	Deviation Title	RFP Reference (related to the deviation)	Detailed Deviation Description
	<u>No Deviations - But the following clarifications from descriptive's</u> <u>Fund. We have priced our work in accordance with the</u> <u>Bid Form (Ty-C HMAC vs. Ty-D HMAC in the project description.)</u> <u>Our asphalt is TxDot Item 340 in accordance with</u> <u>Tx Dot specs.</u>		
			$\left(\begin{array}{l} 2" \text{ Ty-C} \\ 5" \text{ Ty-B} \end{array} \right) \text{ PG64-22 Binder.}$

4.7 Cooperative/ Interlocal Purchasing

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 79I Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 27I, Subchapter F, Section 27I.101 and Section 27I.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Hutto's IFB, with the consent and agreement of the successful Bidder and the City of Hutto. Such consent and agreement shall be conclusively inferred from the lack of exception to this clause in the Bidder's submission. However, all parties indicate their understanding, and all parties hereby expressly agree that the City of Hutto is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Hutto is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Other governmental entities utilizing Interlocal agreements with the City of Hutto may desire but are not obligated, to purchase goods and services defined in this Bid from the successful Bidder. All purchases by governmental entities other than the City of Hutto will be billed directly to and paid by that governmental entity. The City of Hutto will not be responsible for the debts of other governmental entities. Each governmental entity will place its orders with the successful Proposer and be accountable for ensuring full compliance with the specifications.

The City of Hutto will notify the successful Bidder of its intent to award before other governmental entities may place orders.

Please indicate below if you permit other governmental entities to purchase from your agreement with the City of Hutto.



☐ Yes, others can purchase;

☒ No, only the City of Hutto can purchase.

Our Pricing is Project specific.

Signature: *[Signature]*

Printed Name: *Alex Flores*

Title: *Vice President*

Date: *3/12/2026*

List in the table any affiliated Cooperatives your organization currently is a part of:

none / unknown.

Cooperative Name	Contract Category	Contract #	Term

4.8 Conflict of Interest Questionnaire

Under Chapter 176 of the Local Government Code, the Respondent must complete a Conflict-of-Interest Questionnaire at Form CIQ (Conflict of Interest Questionnaire) (state.tx.us). Respondent shall answer each question in the attached Form CIQ in relation to the following individual and submit a completed form with its Solicitation Response.

Local Government Officer	Title	Local Government Officer	Title
Mike Snyder	Mayor	Kristin Phillips	Library Director
Charles Warner	Council Place 1	Jeff White	Director of Parks and Recreation
Dan Thornton	Mayor Pro Tem, Council Place 2	Cheney Gamboa	Economic Development Director
Jim Morris	Council Place 3	Patricia Davis	Interim Engineering Director
Peter Gordon	Council Place 4	Howard Koontz	Development Services Director
Evan Porterfield	Council Place 5	Rick Coronado	Public Works Director
Aaron King	Council Place 6	Laura Hallmark	City Secretary
James Earp	City Manager	David Reeves	Information Technologies Manager
Matt Wojnowski	Assistant City Manager	Abby Fenton	Communications Manager
Dorothy Palumbo	City Attorney	Jake Isbell	Emergency Management Director
David Amsler	Executive Director of Strategic Operations	Jeffrey Yarbrough	Police Chief
Kate Moriarty	Executive Director of Administrative Services	Sabrina Manning	Purchasing Officer
Sara Cervantes	Executive Director of Community Services	TBD	Evaluation Committee
Alberta Barrett	Finance Director	TBD	Evaluation Committee
Kristiana Spencer	Human Resources Director	TBD	Evaluation Committee

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Asphalt Inc., LLC dba Lone Star Paving Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

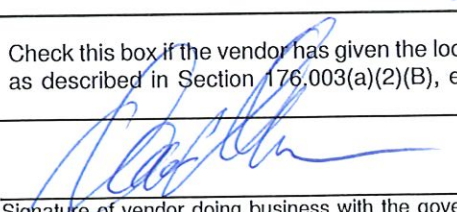
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

03/12/2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



Kristi Barnes	Community Outreach & Programs Manager	TBD	Evaluation Committee
---------------	---------------------------------------	-----	----------------------

4.9 Subcontractors

Respondent must identify subcontractors that Respondent intends to utilize to perform work on the Project. Respondent is responsible for ensuring that all insurance requirements, the provision of performance and payment bonds, and other necessary contractual obligations are imposed upon subcontractors.



Article V. Bid

The Bid should reflect the products and or services specified in this solicitation. It shall include all labor, materials, tools, supplies, equipment, disposal fees, and personnel, including, but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the products and/or services outlined in this solicitation. Respondent must submit a bid via the electronic means provided in the portal.

Article VI. Standard Terms and Special Conditions

6.1 Standard Terms and Special Conditions

6.1.1 Labor, Materials, and Time

Solicitation Responses must incorporate the cost of all labor, materials, tools, supplies, transportation, disposal, equipment, insurance, personnel, and any other necessary ancillary item to satisfactorily perform work requested in this Solicitation. All travel and associated expenses, including all incidental costs, may be set at the rates determined by the U.S. General Services Administration and shall be the responsibility of Respondent unless otherwise negotiated in the Contract.

6.1.2 OSHA Compliance

In responding to this Solicitation, Respondent affirms that it shall observe the rules and regulations found in the Occupational Health and Safety Standards as published by the Occupational Health and Safety Administration, in the performance of all work requested under this Solicitation.

Respondent acknowledges that, if applicable, compliance with Occupational Health and Safety Standards may require the provision of personal protective equipment during work performance.

6.1.3 Interpretation

- (a) The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this solicitation.
- (b) If the unit price and the extended total for an item differ, the figure that is most advantageous to the City will apply. The Respondent or Respondent's agent may not change an opened submission to correct any error.
- (c) The Respondent shall also be bound by the Standard Purchasing Terms and Conditions presented in Exhibit B.



6.1.4 Amendments, Rejections, and or withdrawals

- (a) The City of Hutto reserves the right to alter, amend, or modify any provisions of this solicitation or to withdraw this solicitation at any time prior to contract award.
- (b) The City of Hutto reserves the right to reject any Solicitation Responses received before the contract award.
- (c) The City reserves the right to accept and/or reject any and all submissions or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.

6.1.5 Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the point of contact listed in Section 2.2.1 as soon as possible to ensure corrective addenda may be issued to prospective Respondents via posting on the City website and its Vendor Connection website, Bonfire.

6.1.6 Evaluation, Offer Period and Contract Award

- (a) Within thirty (30) days of the submission's opening, the City will evaluate and rank each response with respect to the selection criteria contained in this document. After opening and ranking, an award shall be made based on the Response initially submitted, without discussion, clarification or modification.
- (b) The City's policy is not to award a contract based on price alone. The City reserves the right to award the contract to the Respondent with the submission that is determined to be the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in the solicitation.
- (c) If the contract is to be awarded, the City will give the successful Respondent a Notice of Award within sixty (60) days after the submission's opening. Upon contract execution, prices submitted by the successful Respondent are an irrevocable offer for the contract term and any contract extension(s). No other costs, rates, or fees shall be payable to Respondent unless expressly agreed upon, in writing, by the City of Hutto.
- (d) At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause and penalty and pay for the authorized services provided to the date of termination.
- (e) Suppose it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by the Respondent or its employee, affiliate, representative, partner, subcontractor, or agent to any officer or employee of the City. In that case, the Respondent will be disqualified from consideration, and/or the awarded contract will be terminated.

Page 18 of 21



6.1.7 Affirmations and Solicitation Acceptance

Execution of **Exhibit A** of this Solicitation shall constitute an agreement to all terms and conditions specified in this solicitation, including, but not limited to, **Exhibit B** and all terms and conditions therein.

6.1.8 Open Records

All documents submitted in response to this solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the Solicitation Response or a specific part of the Solicitation Response is deemed exempt from disclosure under the law. Pricing is not considered confidential under any circumstances. Respondent acknowledges and agrees to the following:

- a) Information in a Solicitation Response legally exempted from disclosure as a trade secret or other exemption must be stamped in bold red with 'CONFIDENTIAL.' The City will not be responsible for any public disclosure of information if the vendor fails to mark said information as required under this section.
- b) Upon request by the City, Respondent shall furnish sufficient written reasons and information as to why certain information should be withheld from disclosure in response to a public information request. The matter shall then be presented to the Office of the Attorney General of Texas for final determination of confidentiality.
- c) The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the Solicitation acceptance period has not closed.

6.1.9 Contract Responsibility

Respondent shall be solely responsible for performing all contractual obligations that may result from an award based on this solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

6.1.10 Public Disclosure

Respondent will only advertise that it is doing business with the City of Hutto or use a contract resulting from this solicitation as a marketing or sales tool with the prior written consent of the City of Hutto. Respondent may not distribute or disclose this solicitation to any other vendors or companies without permission from the City of Hutto.

6.1.11 Remedies

All remedies available to the City of Hutto for breach or anticipatory breach of any Contract that results from this solicitation are cumulative and may be



exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projects, and/or injunctive relief may also be invoked separately or combined with any other remedy per applicable law.

6.2 Insurance and Bonds

6.2.1 Required Insurance Coverages

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance with financially sound and reputable independent insurers, as applicable, as set forth below:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	\$1,000,000 per occurrence and \$2,000,000 general aggregate OR	The City must be listed as an additional insured and provide thirty (30) days' notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury, and Contractual Liability.	\$2,000,000 combined single coverage limit	The City must be provided a waiver of subrogation. City prefers the insurer be rated B+VI or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	\$1,000,000 combined single limit	The City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of \$1,000,000 per incident	The City must be provided with a waiver of subrogation.
Professional Liability	\$1,000,000 per occurrence	The inclusion of a no-burn-off provision is required.
Liability - Railroads	\$1,000,000 Bodily Injury \$1,000,000 Property per occurrence required for any work performed on or within fifty (50) feet of any railroad property.	None.

6.2.2 Performance and Payment Bond Amounts

The successful bidder shall furnish to the City of Hutto, within ten (10) days of the notice of award, a Performance Bond in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Texas, in accordance with the Texas Insurance Code, and



solely for the protection of the City in the event the bidder defaults or terminates the contract.

6.3 Disclosure of Interested Parties

Prior to entering into a contract that requires action or vote by the City Council, the Respondent must electronically submit a "Certificate of Interested Parties" Form to the Texas Ethics Commission in accordance with Texas Government Code Section 2252.908, as amended, and a copy to the City of Hutto. The City of Hutto shall have no obligations arising from any Contract resulting from this solicitation until such form is completed and correctly submitted.

Article VII. Submission Checklist

This checklist is provided for convenience only and identifies documents that must be submitted with this solicitation to be considered responsive. Any Solicitation Response received without required documents completed and signed may be disqualified for award.

- ☒ Solicitation Responses – Section IV
- ☒ **Exhibit A** – Affirmations and Solicitation Acceptance completed and signed
- ☒ **Exhibit B** – Standard Purchasing Terms and Conditions
- ☒ **Exhibit C** – Project Map reviewed
- ☒ **Exhibit D** – Live Oak Bid Form
- ☒ Deviation or Compliance Form completed, if applicable
- ☒ Access latest Conflict of Interest Questionnaire here. Please fill out and return with your submission. If no conflicts exist, write N/A on the "Name of Officer" line.
- ☒ Access latest W-9 form here. Please fill out and return with your submission. "Following this Page."

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Asphalt Inc, LLC

2 Business name/disregarded entity name, if different from above.

Lone Star Paving Company

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

11675 Jollyville Road, Suite 150

6 City, state, and ZIP code

Austin, TX 78759

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []

or

Employer identification number
[4] [7] - [2] [2] [4] [8] [7] [6] [9]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
- ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i) (A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Stephan P. Whitten

Date 1 / 2 / 2026

Cat. No. 10231X

Form **W-9** (Rev. 1-2026) Created 8/27/25



solely for the protection of the City in the event the bidder defaults or terminates the contract.

6.3 Disclosure of Interested Parties

Prior to entering into a contract that requires action or vote by the City Council, the Respondent must electronically submit a "Certificate of Interested Parties" Form to the Texas Ethics Commission in accordance with Texas Government Code Section 2252.908, as amended, and a copy to the City of Hutto. The City of Hutto shall have no obligations arising from any Contract resulting from this solicitation until such form is completed and correctly submitted.

Article VII. Submission Checklist

This checklist is provided for convenience only and identifies documents that must be submitted with this solicitation to be considered responsive. Any Solicitation Response received without required documents completed and signed may be disqualified for award.

- ☐ Solicitation Responses – Section IV
- ☐ **Exhibit A** – Affirmations and Solicitation Acceptance completed and signed
- ☐ **Exhibit B** – Standard Purchasing Terms and Conditions
- ☐ **Exhibit C** – Project Map reviewed
- ☐ Deviation or Compliance Form completed, if applicable
- ☐ Access latest Conflict of Interest Questionnaire here. Please fill out and return with your submission. If no conflicts exist, write N/A on the "Name of Officer" line.
- ☐ Access latest W-9 form here. Please fill out and return with your submission.

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-078 awarding pavement milling and hauling project located on Brooklands Blvd entrance in the amount of \$81,792.00, funded by the street maintenance and repair fund, to Asphalt LLC., Inc. (Rick Coronado)
Meeting: Thursday, April 2, 2026
Department: Public Works /
Staff Contact: Rick Coronado

ITEM SUMMARY:

The City of Hutto received a pavement condition evaluation update in May 2023 with a recommended street maintenance five-year plan. Included in the attached map provides the location and proposed treatment techniques for road areas that are very poor, serious or failed and require more active repairs, such as removing failed base, asphalt material and placing new asphalt. A map is included to reference the work to be done for FY 2025-26 and the area designated for reconstruction is about 750 ft from the entrance to Brooklands Subdivision near County Road 137.

Work to be performed by City staff includes traffic control, coordination of notification to residents, coordination with contractor Asphalt Inc. LLC. to mill, remove, and haul asphalt and base. Work to be performed by contractor is expected to be completed with 30 days of notice to proceed (NTP). The NTP will be identified within two-weeks of council approval to ensure the proper communication, scheduling, concurrent projects/events, and weather conditions are taken into consideration to complete the contracted work by May 2026. Once the contracted work is complete, the city staff will prepare the road base, install asphalt, and restore the road back to service.

This year's target for FY 2026 includes the failed section of Brooklands Blvd entrance. The estimated budget cost for this work is about \$250K and will be performed by Asphalt Inc., LLC (\$81,792.00) and City staff.

The invitation for bid (IFB) Solicitation Response #2026-040-RC-02 was opened on 3/18/2026 with three responsive bidders, including the lowest bid from Asphalt Inc., LLC. Reference checks were successfully performed and are acceptable to recommend the lowest bidder. A general service agreement attached includes the scope of work, cost, term, and contractor insurance and bonding requirements.

Future work in the Brooklands subdivision will be phased over multiple years and in alignment with the approved annual street maintenance fund. Potential street work for the area includes over 10,000 linear feet of residential roads or just over 2 miles to undergo full depth reconstruction. Contracting full depth reconstruction for about 2 miles of road is estimated to cost

AGENDA ITEM REPORT

10.2.



about \$2.5 Million or about \$500K per year for five years. By using a combination of contracted services and city staff, the goal is to reduce the cost by 50% or \$1.25 million with an annual fund of \$250K to perform about 1/2 mile of work each year. Additional street work will be prioritized by severity by updating the condition records for streets and alleys on or near Timber Brook Dr., Eagle Lake Dr., Clearlake Dr., Wind Elm Dr., Bent Creek Dr., Charter Oak Dr., and Combe Dr. that were not included during the 2022 Pavement Condition Study. Public works is currently performing a pavement condition study update by driving the City streets with Artificial Intelligence (AI) tools to prioritize streets for future annual plans. To date, 110 miles have been mapped since February 2026 and will be incorporated into the next FY 2027 budget plan.

FISCAL NOTES:

Funding for this repair and maintenance expense is included in the FY 2025-26 Budget as follows:

General Fund (10)

Account Number: 10-040-060-6321

Account Name: Street Repair & Maintenance

Budgeted Amount: \$2,100,000

Amount Available: \$1,206,212 (after agenda item above)

Amount Requested: \$81,792

Amount Remaining: \$1,124,420

ATTACHMENTS:

1. Exhibit C - Brooklands Map
2. Hutto RES Brooklands Blvd_4.02.26
3. Exhibit A_COH- Brooklands NOIA-GSA- Partially Executed 3-25-26
4. Brooklands Bid Summary
5. Asphalt Inc_LLC bid with 1295 Form_Brooklands

Brooklands Boulevard Milling

Exhibit C



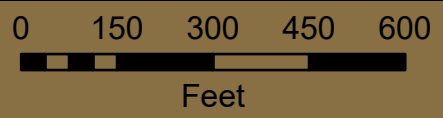
CR-137

WHITEROCK
CREEK DR

PINKERTON
DR

BROOKLANDS BLVD

- Brooklands Boulevard Milling
- Roadway



RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING GENERAL SERVICE AGREEMENT BETWEEN ASPHALT INC., LLC AND THE CITY OF HUTTO IN THE AMOUNT OF \$81,792.00 FOR THE ASPHALT MILLING AND HAULING PROJECT FOR DESIGNATED BROOKLAND BLVD ENTRANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") desires to expand the pavement management program to help improve the life cycle cost of maintaining the City's streets; and

WHEREAS, the City desires to approve the general services agreement between Asphalt Inc., LLC dba Lone Star Paving Company and the City for the asphalt milling removal and hauling disposal of Brookland Blvd entrance project; and

WHEREAS, the City Council desires to authorize the City Manager to execute the General Services Agreement ("Agreement") in an amount not to exceed \$81,792.00, 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 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 2nd day of April 2026 on vote of __AYES; __NAYS; __ABSTENTIONS

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary



March 24, 2026

Asphalt, Inc. LLC
Andrew Warner
11675 Jollyville Rd., Ste. # 150
Austin, TX 78759

Delivered via email to awarner@lspaving.com

NOTICE OF INTENT TO AWARD

Dear Mr. Warner:

Please take notice City of Hutto Public Works Director is recommending the City of Hutto award Asphalt Inc., dba Lone Star Paving the contract for **the milling and hauling of pavement on Brooklands Blvd, located in Hutto, TX.**

You are notified that your Proposal dated **March 18, 2026** for the above Contract has been submitted for consideration as recommendation for award as a General Service Contract on April 2, 2026. The Bid price as presented is **\$81,792 in total.**

Please complete and deliver the following items via electronic format:

- One (1) signed and notarized copy of the General Service agreement (GSA).
- One (1) executed copy of the Notice of Intent to Award (NOIA)
- One (1) copy of the Performance Bond, and letter of credit as applicable, and one (1) copy of the Payment Bond as required in the "Instructions to Offerors".
- One (1) copy of the Certificate of Insurance showing coverage in accordance with contract documents.

Sabrina Manning

Sabrina Manning
Purchasing Officer
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

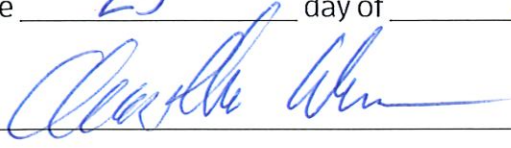


ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledge by:

Contractor: Asphalt Inc., LLD dba Lone Star Paving

This the 25th day of March, 2026.

By:  / Andrew Warner

Title: Estimator

You are required to return an acknowledged copy of the NOTICE OF INTENT TO AWARD to the City of Hutto.

GENERAL SERVICES AGREEMENT

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this ____ day of ____, 2026.

BETWEEN:

CLIENT

City of Hutto
500 West Live Oak Street
Hutto, TX 78634

(The "Client")

CONTRACTOR

Asphalt Inc., LLC,
Dba Lone Star Paving Company
11675 Jollyville Rd, Ste150
Austin, TX 78759

(The "Contractor") (The "Contractor")

1. PURPOSE:

The City of Hutto, a home rule municipality, is soliciting sealed bids from qualified contractors for furnishing all labor, and equipment for the milling of Brooklands Blvd, located in Hutto, TX.

The contractor will bid on milling 10" of asphalt, base, and subgrade. Length of the area 750 LF by approximately 50 LF wide. This area is split by a median and is identified in the attached map. This bid would include use of equipment, trucks, associated dumping fees, cleanup, and compliance with city specifications. The contractor is required to make a field visit prior to submitting bids.

2. BACKGROUND:

- A. The Contractor represents that it is in all respects qualified, experienced, licensed, and able to provide the necessary Services to the Client.
- B. The Client is of the opinion that the Contractor has the necessary qualifications, experience, licensing, and abilities to provide the necessary Services to the Client.
- C. The Contractor agrees to provide such Services to the Client on the terms and conditions set out in this Agreement, and all provisions of the General Affirmations and Solicitation Acceptance (**Exhibit A**); the Definitions and Standard Purchasing Terms and Conditions (**Exhibit B**); the Project Map (**Exhibit C**); and the Brooklands Bid Form (**Exhibit D**) included in the bid package for these Services and attached hereto and incorporated herein for all purposes.

Brooklands Milling & Hauling

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

3. SERVICES PROVIDED/SCOPE OF SERVICES:

- A. The Contractor shall carry out in a professional and prudent manner all of the Services required by the Agreement. These Services include all of the services described in this Agreement. Contractor will diligently proceed with the Scope of Services and will provide such Services in a timely manner.
- B. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
 - Removal of approximately 10 inches of existing asphalt, base, and subgrade in an area 750 LF long by 50 LF wide
 - Clean up and compliance of City specifications
- C. The Services will also include any other tasks which the Parties may agree upon in writing. The Contractor hereby agrees to provide such Services to the Client.
- D. The Client and Contractor agree that the following will be excluded from the Services described, unless, at the option of the Client and agreed to in writing by the Parties, that it should be included in the Services of this Agreement. Exclusions to Services include:

Traffic Control - All aspects of traffic control will be provided by the City, before, during and after the project is being complete.

- E. The Contractor shall complete services with 30 days of notice to proceed.

4. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES:

- A. The Contractor represents that it has or will secure at its own expense all personnel, equipment, tools, and supplies required in performing the Services under this Agreement. Any reimbursement for qualifying expenses under this Agreement is governed by Section 18 of this Agreement titled “Reimbursement of Expenses” and **Exhibit B**.
- B. The Contractor is responsible for providing any and all labor needed to fulfill the Services in this Agreement, including hiring any assistants. Any hired assistants or subcontractors will be the sole employees or agents of the Contractor and are not employees or agents of the Client.
- C. All of the Services required hereunder will be performed by the Contractor or under its supervision.
- D. Contractor represents and warrants that it does not currently have or maintain employees and operates as a sole proprietor. Services covered by this Agreement shall be subcontracted only to the persons or entities, who Contractor represents are qualified, experienced, and licensed to provide such Services.

- E. Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the Services to be provided hereunder, and that solely the Contractor is responsible for any fees or costs associated with obtaining or maintaining those licenses to perform the Services under this Agreement.

5. CONTROL:

- A. It is agreed by the Parties that the Client has no right of control or direction over the manner, means, and methods that the Contractor will use in completing the Services of this Agreement. The Contractor is free to set its own hours including:
 - i. Working Schedules;
 - ii. Vacation Times;
 - iii. Meetings with employers or employees and subcontractors; and
 - iv. Submissions of reports of any kind to employers and subcontractors.

6. VACATIONS AND TRANSPORTATION:

- A. The Contractor must provide its own transportation for itself and its employees and subcontractors. The Client will not provide reimbursement for travel and transportation expenses.
- B. Any vacation time, holidays, sick leave, or training is the sole expense of the Contractor and will not be paid by the Client.

7. NO TRAINING PROVIDED:

- A. The Client will not provide any training for either the Contractor, its employees or assistants, or subcontractors.

8. TIME OF PERFORMANCE:

- A. The Services of the Contractor are to commence as soon as practicable after the execution of this Agreement and upon the proper approval and documents issued by the Client, including the issuance of a Notice to Proceed, and shall be completed no later than the time specified in **Exhibit B**.

9. TERM OF AGREEMENT:

- A. The term of this Agreement (the "Term") will begin on the date this Agreement is fully executed and shall continue until and shall continue until thirty (30) days after issuance of a Notice to Proceed, unless earlier terminated in accordance with this Agreement. The Term may be extended only by written agreement of the Parties.

10. REPORTING:

- A. The Client's primary representative for this Agreement shall be Richard Rodriguez. The City Manager shall be an alternate representative. The City shall not be liable for Contractor's

expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor's representative shall be Andrew Warner. Reliance by the Client on representations by any other person shall be at the Client's own risk.

11. RECORDS:

- A. During performance and after termination of this Agreement, each Party shall make available to the other Party for inspection and copying, all records, whether external or internal, having any relevance to this Agreement.

12. PERFORMANCE/ETHICS:

- A. The Parties agree to do everything necessary, and within reason, to ensure that the terms of this Agreement take effect.
- B. Contractor shall discharge its duties fairly, impartially, and maintain a standard of conduct that competently serves the Client and the interests of the Client. Contractor shall at all times exercise unbiased judgment when performing its duties under this Agreement.

13. CURRENCY:

- A. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

14. COMPENSATION:

- A. The Contractor will charge the Client a total amount not to exceed **\$81,792** for the scope of services, subject to City Council approval (the "Compensation").
- B. The Client will be invoiced monthly for Services completed.
- C. Invoices submitted by the Contractor are due within thirty (30) days of receipt.
- D. In the event that this Agreement is terminated by the Client prior to completion of the Services, but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- E. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Client is exempt from sales tax and will not be charged for any sales tax.
- F. All other compensation guidelines, stipulations, and fee schedules are further outlined in **Exhibit B**.

15. TERMINATION OF AGREEMENT FOR CAUSE:

- A. If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or if the

Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Contractor under this Agreement shall, at the option of the Client, become its property, and the Contractor shall be entitled to receive, at the option of the Client, just and equitable compensation for any satisfactory work completed on such documents and materials or only such compensation allowed under Section 13(g) titled "Compensation," either of which shall not exceed the Agreement amount.

16. TERMINATION FOR CONVENIENCE OF CLIENT:

- A. The Client may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 15 above titled "Termination of Agreement for Cause" shall, at the option of the Client, become its property, and the Contractor will be paid an amount not to exceed the sum of work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

17. NO RIGHT TO DISMISS:

- A. The Contractor cannot be dismissed or terminated unless there is a breach of this Agreement, or as stipulated in Sections 15 and 16 of this Agreement.

18. REIMBURSEMENT OF EXPENSES:

- A. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services, as deemed appropriate by the Client, and pursuant to **Exhibit B** of this Agreement.
- B. All expenses must be pre-approved by the Client.

19. RETURN OF PROPERTY:

- A. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

20. CAPACITY/INDEPENDENT CONTRACTOR:

- A. In providing the Services under this Agreement, it is expressly agreed that the Contractor and any of its subcontractors are acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively an Agreement for Services.
- B. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium,

profit-sharing, pension, or any other employee benefit for the Contractor and any of its subcontractors are during the Term. The Contractor is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Contractor under this Agreement and those of the Contractor's employees and assistants.

- C. The Parties intend that an independent Contractor/Client relationship be created by this Agreement. Client is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor and any of its subcontractors are not considered to be an agent or employee of the Client for any purpose, and the employees and assistants of the Contractor are not entitled to any benefits that the Client provides for its employees.
- D. It is understood that the Client does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while it is under contract with the Client.

21. EQUAL EMPLOYMENT:

- A. The Contractor will not discriminate against any employee or applicant, or subcontractor for employment because of race, color, religion, sex, or national origin.

22. CONFLICTS OF INTEREST:

- A. Contractor agrees that no employee of the Client who has exercised or will exercise any authority over the specifications, procurement, supervision, or payment for this Agreement, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Agreement. If the Contractor learns of any such interest, the Contractor shall, without delay, inform the City Attorney or one of the officers specified in Section 10 of this Agreement titled "Reporting."

23. NOTICE:

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

- i. City of Hutto
ATTN: City Manager
500 West Live Oak Street
Hutto, TX 78634

- ii. Asphalt Inc., LLC dba Lone Star Paving
ATTN: Alex Flores, Vice President
11675 Jollyville Rd., Ste 150
Austin, TX 78759

or to such other address as either Party may notify the other in writing and will be deemed properly delivered (a) immediately upon being served personally; (b) three (3) days after being

deposited with the postal service if served by registered mail; or (c) the following day after being deposited with an overnight courier.

24. INDEMNIFICATION:

THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

25. RISK:

- A. The Contractor shall perform the work under this Agreement at its own risk. The Contractor assumes all responsibility for its subcontractors, as well as the condition of tools, equipment, materials, and job site.

26. INSURANCE AND BOND REQUIREMENTS:

- A. The Contractor has secured and shall maintain insurance for the risks and in the amounts specified in **Exhibit B**. The Contractor and its insurance carrier waive subrogation against the Client.
- B. The Contractor has or will secure a Performance Bond and a Payment Bond for 100% of the contract price.

27. MODIFICATION OF AGREEMENT:

- A. Any amendment or modification of this Agreement, including any increase or decrease in the amount of Contractor's compensation, or additional obligation(s) assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and agreed to and signed by each Party or an authorized representative of each Party.

28. ASSIGNMENT:

- A. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

29. ENTIRE AGREEMENT:

- A. All Parties mutually agreed to the terms of this Agreement, including provisions contained in the General Affirmations and Solicitation Acceptance (**Exhibit A**); the Definitions and Standard Purchasing Terms and Conditions (**Exhibit B**); the Project Map (**Exhibit C**); and the Brooklands Bid Form (**Exhibit D**) attached hereto. The Agreement should not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties.

30. ENUREMENT:

- A. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

31. TITLES/HEADINGS:

- A. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

32. CHOICE OF LAW/JURISDICTION:

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. For any claims or disputes regarding this Agreement, venue is proper in Williamson County, Texas.

33. SEVERABILITY:

- A. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. WAIVER:

- A. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2026.

CITY OF HUTTO, TEXAS

Brooklands Milling & Hauling

By: _____
James Earp, City Manager

Date: _____

ATTEST

By: _____
Laura Hallmark, City Secretary

Date: _____

Asphalt Inc., LLC dba Lone Star Paving

By: Ben Liggett VP
(name) (title) Vice President

Date: 3/25/26

STATE OF TEXAS

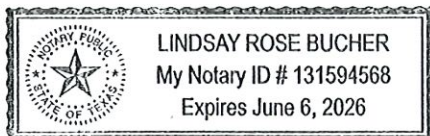
§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me, the undersigned authority, this 25th day of March, 2026, by Ben Liggett, as VP on behalf of Asphalt Inc., LLC dba Lone Star Paving

(SEAL)

[Signature]
Notary Public, State of Texas



END OF DOCUMENT

Brooklands Milling & Hauling



Exhibit D - Brooklands Bid Summary

Bidder	Total	
Asphalt, dba LoneStar Paving	\$	81,792.00
Bennet Paving	\$	89,240.00
Lone Star Bandig	\$	124,371.68
Bidding Average		\$ 98,467.89

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Asphalt Inc., LLC DBA Lone Star Paving
11675 Jollyville Rd, Suite 150
Austin, TX 78759

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of Bidder's Total Bid Amount - (5% BTBA)

PROJECT:

(Name, location or address, and Project number, if any)

Brooklands Milling & Hauling
IFB# 2026-040-RC-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2026

(Witness)

Andrew Warner

(Witness)

Bijon Williams

Asphalt Inc., LLC DBA Lone Star Paving

(Principal)

(Seal)

(Title)

Alex Flores / Vice president

Western Surety Company

Liberty Mutual Insurance Company

(Surety)

(Seal)

Kelly M. Coleman

(Title) Kelly M. Coleman, Attorney-in-Fact

State of Incorporation: SD and MA

Limit of Liability: \$ 5% BTBA

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Dylan Clark, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

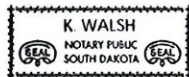
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214058-022004**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aubert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



ADDENDUM NOTICE TO BIDDERS

Project Name: Brooklands Milling & Hauling

Solicitation Number: IFB# 2026-040-RC-02

Addendum Number: I (one)

Date Issued: 02/19/2026

NOTICE TO BIDDERS

This Addendum forms a part of the Contract Documents and modifies the original Solicitation Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to acknowledge receipt of this Addendum may result in disqualification of the bid.

CHANGES TO THE SOLICITATION DOCUMENTS

The following revisions, clarifications, or additions are hereby made:

I. "Exhibit D- Brooklands Bid Form" was added to page 4 and 20 of the solicitation packet. The bid form has been uploaded to the documents section of Bonfire.

ATTACHMENTS (If Applicable)

List any revised specifications, drawings, or other documents included with this Addendum:

- Revised pages to follow

All other terms and conditions of the original Solicitation remain unchanged.

Issued By: Sabrina Manning

Title: Purchasing Officer

City: City of Hutto

Acknowledged by: Andrew Warner
3/13/2026




ADDENDUM NOTICE TO BIDDERS

Project Name: Brooklands Mill & Haul

Solicitation Number: IFB# 2026-040-RC-02

Addendum Number: 2

Date Issued: 02/25/2026

NOTICE TO BIDDERS

This Addendum forms a part of the Contract Documents and modifies the original Solicitation Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to acknowledge receipt of this Addendum may result in disqualification of the bid.

CHANGES TO THE SOLICITATION DOCUMENTS

The following revisions, clarifications, or additions are hereby made:

I. Page 7 of the solicitation has been updated:

3.3 Contract Award & Terms of Contract

3.3.1 Contract Award States "Construction is expected to be completed within **30 days** of Notice to Proceed."

All other terms and conditions of the original Solicitation remain unchanged.

QUESTIONS AND RESPONSES (If Applicable)

Q1: Does the City want the spoils?

A1: No. City requests disposal by the contractor.

Q2: Will barricades be put out by the City or by the company? If the company, do they need to be left behind?

A2: City will be responsible for traffic control.

Q3: Will the City be self-performing re-pavement?

A3: Yes. The will do re-paving internally.

Q4: Does it need to be milled-out or dug-out?

Acknowledged By:
Andrew Warner 3/12/2026
A handwritten signature in blue ink, appearing to read "Andrew Warner".

A4: Milling only, per the scope.

Q5: Is this expected to be done during normal working hours? No overnights? What are standard working hours?

A5: Yes, work should be conducted during normal working hours of 8am – 6pm.

Sabrina Manning

Issued By: Sabrina Manning

Title: Purchasing Officer

City: City of Hutto



ADDENDUM NOTICE TO BIDDERS

Project Name: Brooklands Mill & Haul

Solicitation Number: IFB# 2026-040-RC-02

Addendum Number: 3

Date Issued: 03/10/2026

NOTICE TO BIDDERS

This Addendum forms a part of the Contract Documents and modifies the original Solicitation Documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to acknowledge receipt of this Addendum may result in disqualification of the bid.

CHANGES TO THE SOLICITATION DOCUMENTS

The following revisions, clarifications, or additions are hereby made:

- I. Original Bid Form has been updated to reflect "ton" as the unit of measurement for line item 5 – 7: Hauling, Dump Fee Asphalt, Dump fee Base and Dirt. It previously had the unit as day, load and load.

All other terms and conditions of the original Solicitation remain unchanged.

Sabrina Manning

Issued By: Sabrina Manning

Title: Purchasing Officer

City: City of Hutto

Acknowledged by: Andrew Warner
3/12/26
A handwritten signature in blue ink, appearing to read "Andrew Warner".

EXHIBIT A

CITY OF HUTTO

GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

The Respondent hereby verifies its compliance with each of the following provisions, as applicable:

1. Respondent represents and warrants that all statements and information prepared and submitted in its Solicitation Response are current, complete, true, and accurate. Submittal of false statements or the making of material misrepresentations during the performance of a contract is a material breach of contract and may void the Solicitation Response and any resulting contract.
2. **Valid Entity.** The Respondent hereby verifies that it is a valid entity authorized to conduct business in the State of Texas in accordance with the requirements presented in Chapter 3 of Texas Business Organizations Code.
3. **Israel Boycott.** The Respondent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes. The Respondent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Respondent and exists to make a profit.
4. **Sudan and Iran Sanctions.** The Vendor represents that neither, if applicable, it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. 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 Vendor and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Vendor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

5. **Firearm Entity Boycotts.** 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 Respondent hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
- (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (b) 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 Respondent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Respondent and exists to make a profit.

6. **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 Respondent 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 Respondent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

7. **HB 1295 Compliance.** Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. www.ethics.state.tx.us. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

8. **Undocumented Workers.** The Respondent certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Respondent is convicted of a violation under 8 U.S.C. § 1324a(f), the Respondent shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of

Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

9. **Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations.** Pursuant to Section 2252.152, Texas Government Code, neither the Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Respondent is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
10. **Sample Form 1295.** Pursuant to Section 2252.908 of the Texas Government Code, Respondent must submit, to the Texas Ethics Commission via the website found at www.ethics.state.tx.us, the below-presented Form 1295. A completed version of this form must be provided to the City for incorporation into this **Exhibit A** to be considered complete.

Authorized Signature: 
Printed Name & Title: Alex Flores / Vice President
Date: 3/12/2026
Phone: 512-428-5778

Revised 12/22/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

Certificate Number:
2026-1432459

Date Filed:
03/12/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB #2026-040-RC-02
Brooklands Milling & Hauling Services of the City of Hutto, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spinn, Steve	Austin, TX United States	X	
	Naivar, Joe	Austin, TX United States	X	
	Condon, Josh	Austin, TX United States	X	
	Ohlendorf, Ryan	San Antonio, TX United States	X	
	Knox, Allen	Austin, TX United States	X	
	Lundquist, Dean	Leander, TX United States	X	
	Morisey, Greg	Austin, TX United States	X	
	Liggett, Ben	Austin, TX United States	X	
	Flores, Alex	Austin, TX United States	X	
	Wheeler, Jack	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2026-1432459

Date Filed:
03/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB #2026-040-RC-02
Brooklands Milling & Hauling Services of the City of Hutto, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alex Flores, and my date of birth is 08/30/1982.

My address is 205 S. Saw Grass Lane, Georgetown, Tx, 78633, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 12th day of March, 20 26.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees to the following terms and conditions, without modification, will govern:

1. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. ADDENDUM – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. AGREEMENT/CONTRACT – A mutually binding legal document obligating the Vendor to furnish the goods, equipment, or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. APPROPRIATE, APPROPRIATED, OR APPROPRIATION – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. BIDDER/PROPOSER/RESPONDENT/OFFEROR – A person, firm, or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment, or services specified herein, and are interested in making an offer to provide the goods, equipment, or services to the City.
- F. CITY – The City of Hutto, a Home Rule law city located in Williamson County, Texas.
- G. DELIVERABLES – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. DUE DATE – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations, and Qualification Statements.
- I. GOODS – Materials, supplies, commodities, and/or equipment.
- J. LATE OFFER – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. NON-PROFESSIONAL SERVICES – Services performed that are not of a professional

nature such as lawn care, security, janitorial, etc.

- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies, and procedures and has been extended for the use of other state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City's standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed-upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254, commonly known as the Professional Services Procurement Act.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances and regulations concerning the purchasing process.
- Q. **RESPONSIVE** – A response to a Solicitation that meets all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demands of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specifications, and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City that contains terms, conditions, and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods,

equipment, labor, and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

2. SOLICITATIONS

A. CONFLICT OF INTEREST:

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict-of-Interest Form may be submitted with the Response. The completed forms may be mailed or hand-delivered to the City Secretary at the following address: The City Manager or City Designee, Hutto, TX 78634. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation.

B. COMMUNICATIONS WITH THE CITY

To insure the proper and fair evaluation of a Solicitation, the city prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to any City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the

City of Hutto
Purchasing Officer
500 W. Live Oak Street
Hutto, TX 78634

C. DISCLOSURE OF PENDING LITIGATION

Each Respondent shall include in its proposal a complete disclosure of any material

civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard copyrighted information, trade secrets, or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in the City's best interest.

F. COST OF PREPARATION OF RESPONSE

All costs directly or indirectly related to the preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered.

Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT

In determining the award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement, or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement, or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable, and a bondable business entity not in receivership or contemplating same and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION

1. All Responses must be submitted on the form provided by the City and accompanied by all required attachments. Responses must be submitted before the due date and time shown on the Solicitation. Only electronic responses will be accepted. Physical submission or Late Responses will not be considered.
2. If applicable, Respondent will show the exact cost to deliver. Responses must specify the unit price on the quantity specified, extent, and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state, and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name, or manufacturer's reference used in the Solicitation is descriptive (not restrictive) and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced

specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.

5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

3. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

i. ACCEPTANCE

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

ii. ABSENCES OF PURCHASE ORDER OR AGREEMENT

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

iii. VENDORS OBLIGATIONS

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

iv. EFFECTIVE DATE/TERM

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order and shall continue in effect until all obligations are performed in accordance with the Agreement.

v. SUBCONTRACTORS

1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Agreement;
2. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of

the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance, and amount acceptable to the City;

3. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
4. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified and shall name the City as an insured party;
5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
6. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

vi. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

vii. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

viii. INSURANCE REQUIREMENTS

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents, or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for the award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

For the duration of any contract resulting from this Solicitation, Vendor shall acquire insurance with financially sound and reputable independent insurers, as applicable, as set forth below:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	\$1,000,000 per occurrence and \$2,000,000 general aggregate OR	The City must be listed as an additional insured and provide thirty (30) days' notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury, And Contractual Liability.	\$2,000,000 combined single coverage limit	The City must be provided a waiver of subrogation. City prefers the insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	\$1,000,000 combined single limit	The City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of \$1,000,000 per incident	The City must be provided with a waiver of subrogation.
Professional Liability	\$1,000,000 per occurrence	The inclusion of a no- burn-off provision is required.
Liability - Railroads	\$1,000,000 Bodily Injury \$1,000,000 Property per occurrence required for	None.

any work performed on or
within fifty (50) feet of
any railroad property.

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be:

City of Hutto at 500
W. Live Oak St
Hutto, Texas

ix. EXCEPTIONS TO SPECIFICATIONS

Deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

x. TRAVEL EXPENSES

All travel, lodging, and/or per diem expenses associated with providing the materials, equipment, or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

xi. HUB REQUIREMENTS

The City complies with the requirements of the State of Texas Local Government Code, Chapter 252, Section 252.0215.

xii. SPECIAL TOOLS & EQUIPMENT

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

i. PLACES & CONDITIONS OF WORK, ACCESS TO SITE

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor, and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect the performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

ii. **VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT & LABOR**

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

iii. **WORKFORCE**

If Services are to be performed principally on the City's premises or on public right-of-way's:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors, and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

iv. **COMPLIANCE WITH ALL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify, and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

v. **STOP WORK NOTICE**

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

vi. WARRANTY OF SERVICES

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules or regulations. This warranty may not be limited, excluded, or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the number of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

c. COMMODITIES/EQUIPMENT

i. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

ii. GOODS

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

iii. **PACKAGING OF DELIVERABLES**

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address, and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

iv. **WARRANTY**

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

v. **NO LIMITATION OF MANUFACTURERS' WARRANTIES**

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

i. **DELIVERY TERMS, TRANSPORTATION CHARGES, FOB**

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

ii. **NO SUBSTITUTIONS OR CANCELLATIONS**

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

iii. **NOTICE OF DELAY IN DELIVERY**

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

iv. **DELIVERY LOCATION HOURS, DAYS, HOLIDAYS**

Unless otherwise specified, all deliveries must be made to City of Hutto, at the City Department ship to address on the Purchase Order between the hours of 8 a.m. and 4 p.m. (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

v. **NO SHIPMENT UNDER RESERVATION**

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

vi. **TITLE/RISK OF LOSS**

Title to and risk of loss of the deliverables shall pass to the City only when the City receives and accepts the deliverables (no delivery, no sale).

vii. **RIGHT OF INSPECTION & REJECTION**

The City expressly reserves all rights under the law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors' facilities, or the deliverables at the Vendor's or the Vendor's subcontractors' premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

viii. **ACCEPTANCE OF INCOMPLETE OR NON-COMFORMING GOODS**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

i. **TAX EXEMPT STATUS**

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

ii. **INVOICING REQUIREMENTS**

Unless otherwise specified, all invoices shall be submitted to the City of Hutto, City Manager or City Designee, 500 W. Live Oak Street Hutto, TX 78634 and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours worked at the work site.

iii. **PAYMENT TERMS**

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment, the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

iv. **RIGHT TO AUDIT**

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

v. **FIRM PRICING**

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line-item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

vi. **PRICE WARRANTY**

The Vendor warrants the prices quoted are not materially higher than the Vendor's current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

vii. **VENDOR OWING TAXES OR FEES TO THE CITY**

Payment will not be made to any person, firm, or in arrears in taxes or fees to the City.

viii. **TERMS, CONDITIONS & ADDITIONAL REQUIREMENTS**

A. VENDOR'S OBLIGATION

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules and regulations.

B. DEFAULT

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION

1. TERMINATION FOR CAUSE

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses, and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs, prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor written notice of termination at the end of its then current fiscal year.

4. CANCELLATION

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, becomes insolvent, or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

F. FRAUD

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

G. INDEMNITY

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

H. LIABILITY

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

I. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development, or delivery of such deliverables will not impact such warranties of Vendor.

J. DAMAGE TO CITY PROPERTY

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel, and equipment. Vendor shall be responsible and liable for the

safety, injury, and health of its working personnel while its employees are performing service work.

K. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

L. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination, or other releases of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

M. CODES, PERMITS & LICENSES

Vendor shall comply with all federal, state, and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

N. ADVERTISING/PUBLICITY

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into an Agreement with Vendor, except to the extent required by applicable law.

O. INDEPENDENT CONTRACTOR

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

P. LIENS

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance, or any other insurance that the City, from time to time, may have in force.

Q. ASSIGNMENT/DELEGATIONS

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Agreement.

R. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

S. GOVERNING LAW & VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Hutto, TX, and the venue for any action related to this Agreement shall be Williamson County, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

T. INTERLOCAL COOPERATING PURCHASING/PIGGYBACK CONTRACTS

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from the lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding, and all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

U. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

V. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s), the basis thereof, and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

W. NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first-class mail, fax, or other commercially accepted means.

Notices to the Vendor: Asphalt Inc., LLC dba Lone Star
Paving Company
11675 Jollyville Rd Ste #150
Austin, Tx 78759
awarner@ispaving.com
Estimator

Notices to the City:

City of Hutto

Purchasing Officer

500 W. Live Oak Street

Hutto, TX 78634

Sabrina.Manning@huttoTX.gov

X. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is canceled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor as a result of the gratuities.

Y. PERSONAL INTEREST PROHIBITED

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of the Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board, or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Z. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of a similar or different character.

AA. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Agreement. If the parties cannot resolve the dispute, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

BB. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

CC. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

DD. ANTI-BOYCOTT VERIFICATION

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

EE. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS

To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the _____ day of _____, 2025.

CITY OF HUTTO, TEXAS

By: _____
James Earp, City Manager

Date: _____

ATTEST:

Laura Hallmark, City Secretary

Asphalt Inc., LLC dba Lone Star Paving
Company

VENDOR

By: [Signature]
Name, Title Alex Flores, Vice President

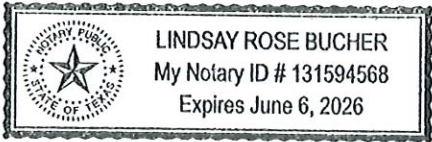
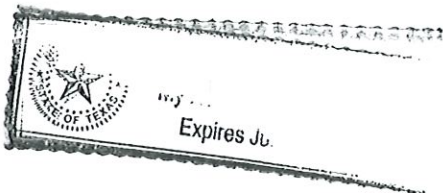
Date: 3/12/2026

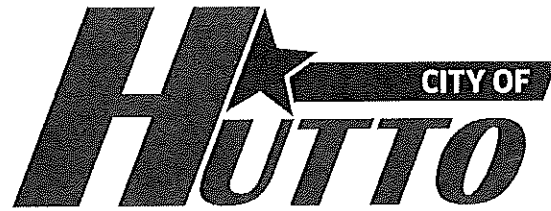
STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me, the undersigned authority, this 12th day of March, 2025, by Alex Flores, as Vice President on behalf of [VENDOR], Inc. 2026

[Seal]

Notary: [Signature]
License Expires: June 6, 2026





Invitation to Bid

Solicitation Response IFB# 2026-040-RC-02

Subject: Brooklands Milling & Hauling

Issue Date: 2/16/2026

Due date: 3/18/2026 at 10:00 AM CST



Table of Contents	
Article I. Executive Summary and Exhibits	4
1.1 Executive Summary & Scope of Work.....	4
1.2 Exhibits	4
Article II. Administrative Information	5
2.1 Schedule of Events.....	5
2.2 Inquiries:	5
2.2.1 Important Notes & Contact	5
2.2.2 Prohibited Communications	6
2.3 General Requirements for Solicitation Response.....	6
2.3.1 Solicitation Response Format and Deadlines.....	6
2.3.3 Alterations, Modifications, Withdrawals	6
Article III. Evaluation and Award	7
3.1 Selection Criteria	7
3.2 Scoring Methodology.....	7
3.3 Contract Award & Terms of Contract	7
3.4 New Vendor Packet.....	8
3.5 Non-Appropriation.....	8
Article IV. Required Respondent Information.....	9
4.1 Solicitation Response Form.....	9
4.2 Respondent Information.....	9
4.2.1 Company Profile.....	9
4.2.2 Demonstration of Experience.....	10
4.3 List of Machinery and Equipment.....	11
4.4 Litigation History	12
4.5 References.....	12
4.6 Deviation or Compliance.....	13
4.6.1 Deviation.....	13
4.6.2 No Deviations	13
4.7 Cooperative/ Interlocal Purchasing	13
4.8 Conflict of Interest Questionnaire.....	15



4.9	Subcontractors	15
Article V. Bid		16
Article VI. Standard Terms and Special Conditions		16
6.1	Standard Terms and Special Conditions	16
6.1.1	Labor, Materials, and Time	16
6.1.2	OSHA Compliance	16
6.1.4	Amendments, Rejections, and or withdrawals	17
6.1.5	Irregularities	17
6.1.6	Evaluation, Offer Period and Contract Award	17
6.1.7	Affirmations and Solicitation Acceptance	18
6.1.8	Open Records	18
6.1.9	Contract Responsibility	18
6.1.10	Public Disclosure	18
6.1.11	Remedies	18
6.2	Insurance and Bonds	19
6.2.1	Required Insurance Coverages	19
6.2.2	Performance and Payment Bond Amounts	19
6.3	Disclosure of Interested Parties	20
Article VII. Submission Checklist		20

This document includes hyperlinks (in blue) for reference



Article I. Executive Summary and Exhibits

I.1 Executive Summary & Scope of Work

The City of Hutto, a home rule municipality, is soliciting sealed bids from qualified contractors for furnishing all labor, materials, and equipment for the milling of Brookland Blvd, located in Hutto, TX.

The contractor will bid on milling 10" of asphalt, base, and subgrade. Length of the area 750 LF by approximately 50 LF wide. This area is split by a median and is identified in the attached map. This bid would include use of equipment, trucks, associated dumping fees, and associated traffic control, cleanup, and compliance with city specifications. The contractor is required to make a field visit prior to submitting bids.

Each BID must be accompanied by Bid Security made payable to the City of Hutto in an amount of five percent (5%) of BIDDER's total Bid amount in the form of a certified or cashier's check on a state or national bank or an acceptable Bid Bond issued by a reliable surety company as a guarantee that the Bidder, if selected, will enter into a contract and execute the required Performance and Payment Bonds within ten (10) days after notice of award.

The City of Hutto will consider bids from business entities that demonstrate the ability to complete the Project within the guidelines of this solicitation, following all applicable federal, state, and local rules, laws, and regulations and the terms and conditions contained in **Exhibit B**. Respondent must execute **Exhibit A** and complete other items listed on the Submission Checklist to be considered for award.

I.2 Exhibits

Exhibit A – General Affirmations and Solicitation Acceptance

Exhibit B – Standard Purchasing Terms and Conditions

Exhibit C – Project Map

Exhibit D – Brooklands Bid Form



Article II. Administrative Information

2.1 Schedule of Events

The dates provided represent a tentative schedule of events related to this solicitation. The City of Hutto reserves the right to modify these dates before the deadline for submission of Solicitation Responses upon notice being posted on the City website and its Vendor Connection website, Bonfire.

Schedule of Events

Event	Deadline	
Solicitation Issuance	2/16/2026	
Pre-Bid Conference (optional)	10:00 am	2/25/2026
Deadline for Question Submittal	5:00 pm	3/11/2026
Anticipated Addenda Release, if applicable.	3/13/2026	
Deadline for Bid Submission	10:00 am	3/18/2026
Notice of Intent to Award	4/2/2026	
Tentative Award Date	4/2/2026	

2.2 Inquiries:

2.2.1 Important Notes & Contact

Question deadline is 3/11/2026 at 5:00 PM CST. Any question submitted after this time will not be answered.

Any questions, clarifications, concerns or requests for general information should be submitted in writing via Bonfire

Solicitation documents may be examined or obtained electronically at the City's Bid postings website and its Vendor Connection website, Bonfire. All addenda will be posted on the City's Bid postings website and its Vendor Connection website. It is the sole responsibility of the Respondent to check for Addenda.



Respondents are expected to examine all documents that make up this solicitation. Respondents shall promptly notify the City of any omission, ambiguity, inconsistency, or error they may discover upon reviewing the solicitation. The City assumes no responsibility for errors or misrepresentation that result from the use of incomplete submissions.

READ THIS SOLICITATION FULLY AND CAREFULLY. RESPONSES MUST BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE SUBMISSION.

2.2.2 Prohibited Communications

Upon issuing this solicitation, except for written inquiries as outlined above, the City of Hutto, its representatives, or partners will not answer questions or otherwise discuss the content of this solicitation with any potential Respondent or their representative(s). Respondent agrees to rely solely on the written process outlined herein. Respondents who do not comply with the terms outlined in this section may be disqualified from this solicitation.

2.3 General Requirements for Solicitation Response

2.3.1 Solicitation Response Format and Deadlines

Respondents will need to create an account on Bonfire in order to be able to view and submit an electronic bid. All submissions must be completed before the provided "bid opening" date and time. Once the date and time has passed, the option to submit a bid will no longer be available.

HARD COPY, FAXED, OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.

2.3.3 Alterations, Modifications, Withdrawals

Submissions may be modified, altered, or withdrawn from consideration by notifying the point of contact listed herein, provided such notice is received before the deadline. No submission may be withdrawn after the date and time of opening without approval of the Purchasing Supervisor.



Article III. Evaluation and Award

3.1 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored by the following criteria:

- (a) Responsiveness (pass/fail)
 - o All requested documentation
 - o Licensing, bonding and insurance
- (b) Responsibility (pass/fail)
 - o Valid license for work
 - o Demonstration of experience
 - o References
 - o Adequate staffing & equipment
- (c) Price (100%)
 - o Lowest Total Bid

3.2 Scoring Methodology

The City of Hutto assembles an evaluation committee to evaluate each Solicitation Response. Each evaluator shall complete one Bid Form for each Solicitation Response and evaluate those responses against the requirements of this solicitation.

Bids shall be evaluated based on a reasonable assessment of the submitted price and consider such factors as the confirmation of experience and references.

Evaluators may seek the advice of legal counsel and/or subject matter experts if they need help understanding information in a Solicitation Response or require additional technical assistance.

3.3 Contract Award & Terms of Contract

1.

2.

3.

3.1.

3.2.

3.3.



3.3.1. Contract Award

The City of Hutto intends to award one contract under this solicitation. An award notice will be sent to the selected Respondent upon selection.

3.3.2. Terms of Contract

The City of Hutto intends to award one (1) Contract for the products and services requested under this Solicitation. Any Contract resulting from this Solicitation shall be effective from the date of execution until September 30, 2026. The City of Hutto may, at its discretion and in compliance with applicable laws, extend the contract term upon mutually agreement of the parties

Note: Solicitation Responses are subject to the Texas Public Information Act.

3.4 New Vendor Packet

If selected for award, the vendor agrees to provide the City with a completed New Vendor Packet before the commencement of any performance required under an Agreement. Completed New Vendor Packets must be submitted to the Purchasing Supervisor via email at procurement@huttotx.gov.

3.5 Non-Appropriation

Respondent hereby acknowledges and agrees that any contract resulting from this solicitation reflects a commitment of the City's current revenues only and that the City shall have the right to terminate any Contract at the end of any City fiscal year if the City Council does not appropriate sufficient funds. The City may affect such termination by providing written notice at the end of its current fiscal year. Provide timely notice to maintain the City's ability to perfect termination.

*see addendum #3
page 9 & 21
as follows*



3.3 Contract Award & Terms of Contract

3.3.1 Contract Award

The City of Hutto intends to award one contract under this solicitation. An award notice will be sent to the selected Respondent upon selection. Construction is expected to be completed **within 30 days** of Notice to Proceed.

3.3.2 Terms of Contract

The City of Hutto intends to award one (1) Contract for the products and services requested under this Solicitation. Any Contract resulting from this Solicitation shall be effective from the date of execution until September 30, 2026. The City of Hutto may, at its discretion and in compliance with applicable laws, extend the contract term upon mutually agreement of the parties

Note: Solicitation Responses are subject to the Texas Public Information Act.

3.4 New Vendor Packet

If selected for award, the vendor agrees to provide the City with a completed New Vendor Packet before the commencement of any performance required under an Agreement. Completed New Vendor Packets must be submitted to the Purchasing Supervisor via email at procurement@huttotx.gov.

3.5 Non-Appropriation

Respondent hereby acknowledges and agrees that any contract resulting from this solicitation reflects a commitment of the City's current revenues only and that the City shall have the right to terminate any Contract at the end of any City fiscal year if the City Council does not appropriate sufficient funds. The City may affect such termination by providing written notice at the end of its current fiscal year. Provide timely notice to maintain the City's ability to perfect termination.



Article IV. Required Respondent Information

4.1 Solicitation Response Form

By signing and submitting the solicitation response, Respondent acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

☐ An individual proprietorship

☒ A partnership **LLC-P**

☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Signature: 

Printed Name: **Alex Flores**

Title: **Vice President**

Date: **3/12/2026**

4.2 Respondent Information

4.2.1 Company Profile

Company Name: **Asphalt Inc., LLC**

and D/B/A: **Lone Star Paving Company**

Phone: **512-420-5778**

Fax: **/**

If there is no toll-free number, does the company accept collect calls? ☐ Yes ☒ No



Contacts:

Corporate Contact for this Proposal:

Name: *Andrew Warner*
Address: *11675 Jollyville Rd Ste #150*
City, State, Zip: *Austin, Tx 78759*
Phone: *512-428-5778* Fax: *—*
E-mail: *awarner@lspaving.com*
Website: *www.lonestarpavingtx.com*

If local contact is the same as corporate contact, check here ☒

Local Contact for this Proposal:

Name:
Address:
City, State, Zip:
Phone: Fax:
E-mail:
Website:

Number of years the company has been in business under this name: *12*

Other company names used with dates, from/to:

4.2.2 Demonstration of Experience

Years in business under present business name: *12*

Total years of experience in work of the type called for in this contract: *12*

List in table below the contracts of similar scope and scale to the City's IFB has your organization completed (attach additional pages as necessary). List most recent

FIRST: *Please Find our "2025 Relevant Experience" list of Projects.*

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info



Relevant Experience- 2025

1. Project Name: City of Round Rock- 2024 Residential Street Maintenance Program
Location: Round Rock, TX
Contact: Reuben Ramirez- Project Manager (512-218-7084)
rramirez@roundrocktexas.gov
Base Contract Amount: \$5,161,262.65
Date Completed: Summer 2025
Scope: Asphalt Repairs, Concrete Repairs, Milling, Asphalt Overlay, Pavement Markings
2. Project Name: City of Leander- Roadway Rehabilitation FY 2025
Location: Leander, TX 78641
Contact: Roman Poudyal- Public Works Project Manager (512) 259-2640 RPoudyal@leandertx.gov
Base Contract Amount: \$1,411,219.55
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings
3. Project Name: City of Cedar Park- 2025 Major Road Resurfacing
Location: Cedar Park, TX
Contact: Jessica Kintz- Project Engineer (512) 401-5363
Jessica.Kintz@cedarparktexas.gov
Base Contract Amount: \$2,170,846.25
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings
4. Project Name: City of Lago Vista- Street Resurfacing Phase 2B
Location: Lago Vista, TX
Contact: Victor Manzano- Project Engineer (512) 267-1155
Victor.Manzano@lagovistatexas.gov
Base Contract Amount: \$1,317,305.60
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings
5. Project Name: Wilco CR 175 Mill & Inlay
Location: Cedar Park, TX
Contact: Fernando Ramirez- Purchasing Department
fernando.ramirez@wilcotx.gov
Base Contract Amount: \$1,608,109.35
Date Completed: Summer 2025
Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

March 27, 2025

LONE STAR PAVING COMPANY
PO BOX 200608
AUSTIN TX, 78720

RE: TxDOT Vendor Number 25885

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2025.

Your bidding capacity has been set at \$2,667,106,110.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division

Connecting You with Texas
An Equal Opportunity Employer



List in the table (attach additional pages as necessary) below what contracts your organization currently has: *Confidential*

Contract Amount	Type of Work	Completion Date	Owner's Name & Contact Info
	<i>Lone Star Paving has</i>	<i>Hundreds of Active Projects</i>	
	<i>each year that will not impact or impede the</i>	<i>work contained in this contract.</i>	

If you have any additional experience or work that you would like to submit, please provide separate additional documentation upon submittal.

Have you ever failed to complete any contract awarded to you?

☐ Yes ☒ No

If "Yes", state where and why.

Are you at present in any major litigation or lawsuits involving work of any type?

☐ Yes ☒ No

If "Yes", explain:

Explain in detail the manner in which you have inspected the work proposed in this contract: *Job site visit to Google Satellite Images.*

4.3 List of Machinery and Equipment

If applicable- It is required that a Contractor be able to perform the Scope of Work of the solicitation. It is represented as part of this solicitation response that the below listed equipment is available for use on the work covered by the Scope of Work. (Attached additional pages as necessary.)

As a part of the solicitation response evaluation, a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning solicitation response.



Units	Types of Equipment
1	Milling Machine - 8 AM to 6 PM

4.4 Litigation History

At its discretion, the City of Hutto's Finance Department may review a Respondent's pending or history of litigation as part of the evaluation process. Any awaiting litigation or litigation history deemed, in the sole discretion of the City of Hutto, to demonstrate unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations may be grounds for disqualification under this solicitation.

4.5 References

Respondent shall submit a list of at least three (3) references for which Respondent has provided like products or services. References will include contact name and phone number. Solicitation response submitted without three references may be disqualified from consideration. Central Texas area references are preferred.

Company: — Please reference our "2025 Relevant Experience" List.

Contact name: Phone number:

Email:

Company:

Contact name: Phone number:

Email:

Company:

Contact name: Phone number:

Email:



4.6 Deviation or Compliance

4.6.1 Deviation

In the event the undersigned Respondent intends to deviate from the general term, conditions, special conditions, or specification contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be LISTED IN THIS SECTION, with complete and detailed conditions and information also being attached (attach additional pages as necessary.)

4.6.2 No Deviations

In the absence of any deviation entry in this section, Respondent assures the City of Respondent's compliance with the Terms, Conditions, Specifications, and information contained in this solicitation.

Deviation #	Deviation Title	RFP Reference (related to the deviation)	Detailed Deviation Description

4.7 Cooperative/ Interlocal Purchasing

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 79I Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 27I, Subchapter F, Section 27I.101 and Section 27I.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Hutto's IFB, with the consent and agreement of the successful Bidder and the City of Hutto. Such consent and agreement shall be conclusively inferred from the lack of exception to this clause in the Bidder's submission. However, all parties indicate their understanding, and all parties hereby expressly agree that the City of Hutto is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Hutto is not obligated or liable



for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Other governmental entities utilizing Interlocal agreements with the City of Hutto may desire but are not obligated, to purchase goods and services defined in this Bid from the successful Bidder. All purchases by governmental entities other than the City of Hutto will be billed directly to and paid by that governmental entity. The City of Hutto will not be responsible for the debts of other governmental entities. Each governmental entity will place its orders with the successful Proposer and be accountable for ensuring full compliance with the specifications.

The City of Hutto will notify the successful Bidder of its intent to award before other governmental entities may place orders.

Please indicate below if you permit other governmental entities to purchase from your agreement with the City of Hutto.

☐ Yes, others can purchase;

☒ No, only the City of Hutto can purchase.

Signature:

Printed Name: Alex Flores

Title: Vice President

Date: 3/12/2026

List in the table any affiliated Cooperatives your organization currently is a part of:

Unknown.

Cooperative Name	Contract Category	Contract #	Term



4.8 Conflict of Interest Questionnaire

Under Chapter 176 of the Local Government Code, the Respondent must complete a Conflict-of-Interest Questionnaire at Form CIQ (Conflict of Interest Questionnaire) (state.tx.us). Respondent shall answer each question in the attached Form CIQ in relation to the following individual and submit a completed form with its Solicitation Response.

Local Government Officer	Title	Local Government Officer	Title
Mike Snyder	Mayor	Kristin Phillips	Library Director
Charles Warner	Council Place 1	Jeff White	Director of Parks and Recreation
Dan Thornton	Mayor Pro Tem, Council Place 2	Cheney Gamboa	Economic Development Director
Jim Morris	Council Place 3	Patricia Davis	Interim Engineering Director
Peter Gordon	Council Place 4	Howard Koontz	Development Services Director
Evan Porterfield	Council Place 5	Rick Coronado	Public Works Director
Aaron King	Council Place 6	Laura Hallmark	City Secretary
James Earp	City Manager	David Reeves	Information Technologies Manager
Matt Wojnowski	Assistant City Manager	Abby Fenton	Communications Manager
Dorothy Palumbo	City Attorney	Jake Isbell	Emergency Management Director
David Amsler	Executive Director of Strategic Operations	Jeffrey Yarbrough	Police Chief
Kate Moriarty	Executive Director of Administrative Services	Sabrina Manning	Purchasing Officer
Sara Cervantes	Executive Director of Community Services	TBD	Evaluation Committee
Alberta Barrett	Finance Director	TBD	Evaluation Committee
Kristiana Spencer	Human Resources Director	TBD	Evaluation Committee
Kristi Barnes	Community Outreach & Programs Manager	TBD	Evaluation Committee

4.9 Subcontractors

Respondent must identify subcontractors that Respondent intends to utilize to perform work on the Project. Respondent is responsible for ensuring that all insurance requirements, the provision of performance and payment bonds, and other necessary contractual obligations are imposed upon subcontractors.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Aspha H Inc., LLC dba Lone Star Paving Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

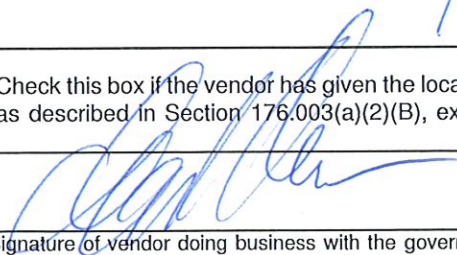
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

03/12/2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Article V. Bid

The Bid should reflect the products and or services specified in this solicitation. It shall include all labor, materials, tools, supplies, equipment, disposal fees, and personnel, including, but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the products and/or services outlined in this solicitation. Respondent must submit a bid via the electronic means provided in the portal.

Article VI. Standard Terms and Special Conditions

6.I Standard Terms and Special Conditions

6.I.1 Labor, Materials, and Time

Solicitation Responses must incorporate the cost of all labor, materials, tools, supplies, transportation, disposal, equipment, insurance, personnel, and any other necessary ancillary item to satisfactorily perform work requested in this Solicitation. All travel and associated expenses, including all incidental costs, may be set at the rates determined by the U.S. General Services Administration and shall be the responsibility of Respondent unless otherwise negotiated in the Contract.

6.I.2 OSHA Compliance

In responding to this Solicitation, Respondent affirms that it shall observe the rules and regulations found in the Occupational Health and Safety Standards as published by the Occupational Health and Safety Administration, in the performance of all work requested under this Solicitation.

Respondent acknowledges that, if applicable, compliance with Occupational Health and Safety Standards may require the provision of personal protective equipment during work performance.

6.I.3 Interpretation

- (a) The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this solicitation.
- (b) If the unit price and the extended total for an item differ, the figure that is most advantageous to the City will apply. The Respondent or Respondent's agent may not change an opened submission to correct any error.
- (c) The Respondent shall also be bound by the Standard Purchasing Terms and Conditions presented in **Exhibit B**.



6.1.4 Amendments, Rejections, and or withdrawals

- (a) The City of Hutto reserves the right to alter, amend, or modify any provisions of this solicitation or to withdraw this solicitation at any time prior to contract award.
- (b) The City of Hutto reserves the right to reject any Solicitation Responses received before the contract award.
- (c) The City reserves the right to accept and/or reject any and all submissions or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.

6.1.5 Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the point of contact listed in Section 2.2.1 as soon as possible to ensure corrective addenda may be issued to prospective Respondents via posting on the City website and its Vendor Connection website, Bonfire.

6.1.6 Evaluation, Offer Period and Contract Award

- (a) Within thirty (30) days of the submission's opening, the City will evaluate and rank each response with respect to the selection criteria contained in this document. After opening and ranking, an award shall be made based on the Response initially submitted, without discussion, clarification or modification.
- (b) The City's policy is not to award a contract based on price alone. The City reserves the right to award the contract to the Respondent with the submission that is determined to be the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in the solicitation.
- (c) If the contract is to be awarded, the City will give the successful Respondent a Notice of Award within sixty (60) days after the submission's opening. Upon contract execution, prices submitted by the successful Respondent are an irrevocable offer for the contract term and any contract extension(s). No other costs, rates, or fees shall be payable to Respondent unless expressly agreed upon, in writing, by the City of Hutto.
- (d) At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause and penalty and pay for the authorized services provided to the date of termination.
- (e) Suppose it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by the Respondent or its employee, affiliate, representative, partner, subcontractor, or agent to any officer or employee of the City. In that case, the Respondent will be disqualified from consideration, and/or the awarded contract will be terminated.

Page 17 of 20



6.1.7 Affirmations and Solicitation Acceptance

Execution of **Exhibit A** of this Solicitation shall constitute an agreement to all terms and conditions specified in this solicitation, including, but not limited to, **Exhibit B** and all terms and conditions therein.

6.1.8 Open Records

All documents submitted in response to this solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the Solicitation Response or a specific part of the Solicitation Response is deemed exempt from disclosure under the law. Pricing is not considered confidential under any circumstances. Respondent acknowledges and agrees to the following:

- a) Information in a Solicitation Response legally exempted from disclosure as a trade secret or other exemption must be stamped in bold red with 'CONFIDENTIAL.' The City will not be responsible for any public disclosure of information if the vendor fails to mark said information as required under this section.
- b) Upon request by the City, Respondent shall furnish sufficient written reasons and information as to why certain information should be withheld from disclosure in response to a public information request. The matter shall then be presented to the Office of the Attorney General of Texas for final determination of confidentiality.
- c) The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the Solicitation acceptance period has not closed.

6.1.9 Contract Responsibility

Respondent shall be solely responsible for performing all contractual obligations that may result from an award based on this solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

6.1.10 Public Disclosure

Respondent will only advertise that it is doing business with the City of Hutto or use a contract resulting from this solicitation as a marketing or sales tool with the prior written consent of the City of Hutto. Respondent may not distribute or disclose this solicitation to any other vendors or companies without permission from the City of Hutto.

6.1.11 Remedies

All remedies available to the City of Hutto for breach or anticipatory breach of any Contract that results from this solicitation are cumulative and may be



exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projects, and/or injunctive relief may also be invoked separately or combined with any other remedy per applicable law.

6.2 Insurance and Bonds

6.2.1 Required Insurance Coverages

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance with financially sound and reputable independent insurers, as applicable, as set forth below:

Type of Insurance	Amount of Insurance	Required Provisions
Commercial General (Public) Liability to include coverage for, at a minimum, the following:	\$1,000,000 per occurrence and \$2,000,000 general aggregate OR	The City must be listed as an additional insured and provide thirty (30) days' notice of cancellation or material change in coverage.
Premises/Operations; Operations; Independent Contractors; Personal Injury, and Contractual Liability.	\$2,000,000 combined single coverage limit	The City must be provided a waiver of subrogation. City prefers the insurer be rated B+VI or higher by A.M. Best or A or higher by Standard and Poor's.
Business Auto Liability	\$1,000,000 combined single limit	The City must be provided with a waiver of subrogation.
Workers' Compensation & Employers Liability	Statutory Limits of \$1,000,000 per incident	The City must be provided with a waiver of subrogation.
Professional Liability	\$1,000,000 per occurrence	The inclusion of a no-burn-off provision is required.
Liability - Railroads	\$1,000,000 Bodily Injury \$1,000,000 Property per occurrence required for any work performed on or within fifty (50) feet of any railroad property.	None.

6.2.2 Performance and Payment Bond Amounts

The successful bidder shall furnish to the City of Hutto, within ten (10) days of the notice of award, a Performance Bond in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Texas, in accordance with the Texas Insurance Code, and



solely for the protection of the City in the event the bidder defaults or terminates the contract.

6.3 Disclosure of Interested Parties

Prior to entering into a contract that requires action or vote by the City Council, the Respondent must electronically submit a "Certificate of Interested Parties" Form to the Texas Ethics Commission in accordance with Texas Government Code Section 2252.908, as amended, and a copy to the City of Hutto. The City of Hutto shall have no obligations arising from any Contract resulting from this solicitation until such form is completed and correctly submitted.

Article VII. Submission Checklist

This checklist is provided for convenience only and identifies documents that must be submitted with this solicitation to be considered responsive. Any Solicitation Response received without required documents completed and signed may be disqualified for award.

- ☐ Solicitation Responses – Section IV
- ☐ **Exhibit A** – Affirmations and Solicitation Acceptance completed and signed
- ☐ **Exhibit B** – Standard Purchasing Terms and Conditions reviewed
- ☐ **Exhibit C** – Project Map reviewed
- ☐ 5% Bid Bond
- ☐ Deviation or Compliance Form completed, if applicable
- ☐ Access latest Conflict of Interest Questionnaire here. Please fill out and return with your submission. If no conflicts exist, write N/A on the "Name of Officer" line.
- ☐ Access latest W-9 form here. Please fill out and return with your submission.

*see Appendix #2
page 20 + 21*



solely for the protection of the City in the event the bidder defaults or terminates the contract.

6.3 Disclosure of Interested Parties

Prior to entering into a contract that requires action or vote by the City Council, the Respondent must electronically submit a "Certificate of Interested Parties" Form to the Texas Ethics Commission in accordance with Texas Government Code Section 2252.908, as amended, and a copy to the City of Hutto. The City of Hutto shall have no obligations arising from any Contract resulting from this solicitation until such form is completed and correctly submitted.

Article VII. Submission Checklist

This checklist is provided for convenience only and identifies documents that must be submitted with this solicitation to be considered responsive. Any Solicitation Response received without required documents completed and signed may be disqualified for award.

- ☒ Solicitation Responses – Section IV
- ☒ **Exhibit A** – Affirmations and Solicitation Acceptance completed and signed
- ☒ **Exhibit B** – Standard Purchasing Terms and Conditions reviewed
- ☒ **Exhibit C** – Project Map reviewed
- ☒ **Exhibit D** – Brooklands Bid Form
- ☒ 5% Bid Bond
- ☒ Deviation or Compliance Form completed, if applicable
- ☒ Access latest Conflict of Interest Questionnaire here. Please fill out and return with your submission. If no conflicts exist, write N/A on the "Name of Officer" line.
- ☒ Access latest W-9 form here. Please fill out and return with your submission. - Attached

Following this page.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Asphalt Inc, LLC

2 Business name/disregarded entity name, if different from above.

Lone Star Paving Company

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

11675 Jollyville Road, Suite 150

6 City, state, and ZIP code

Austin, TX 78759

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
OR										
Employer identification number										
4	7			-	2	2	4	8	7	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Stephan P. Whitten

Date 1 / 2 / 2026

Cat. No. 10231X

Form **W-9** (Rev. 1-2026) Created 8/27/25

AGENDA ITEM REPORT

10.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-079 authorizing the City Manager to execute a task order with Raba Kistner for Materials Testing in the amount of \$80,143.80 for construction materials observation and testing services related to the County Road 137 from FM 1660 to Brushy Creek project (CIP T05--2023). (Patricia Davis)
Meeting: Thursday, April 2, 2026
Department: Engineering /
Staff Contact: Dana Phillips, Patricia Davis

ITEM SUMMARY:

The proposed agenda item associated with the County Road 137 from FM 1660 to Brushy Creek project is an approved Capital Improvement project as identified in the Fiscal Year 2025 budget. Garver is the lead engineer on the project. For materials testing, the City has coordinated with the consultant firm: Raba Kistner, as approved in our Materials Testing Rotation List this fiscal year, R-2025-207.

The scope of work includes the observation and testing of the following construction materials:

- Soils and laboratory testing, in-place field nuclear density testing,
- Concrete compressive strength specimen sampling, testing, and reporting, and
- Asphalt aggregate sampling and observation (traffic control by others)

This contract for materials testing is following the approval of the construction contract at the Hutto Economic Development Corporation meeting back on March 5, 2026. The time between that approval and this meeting has not impacted the timeline of the project.

FISCAL NOTES:

Funding for this project is included in the FY 2026 Capital Improvement Budget as follows:

Series 2022 GO (12)
Account Number: 12-040-060-6652
Account Name: T05 CR 137 & FM 1660 S
Budgeted Amount: \$1,358,860

Series 2024 GO (32)
Account Number: 32-040-060-6652

AGENDA ITEM REPORT

10.3.



Account Name: T05 CR 137 & FM 1660 S

Budgeted Amount: \$10,071,449

Total Budget: \$11,430,309

Budget Available: \$84,423

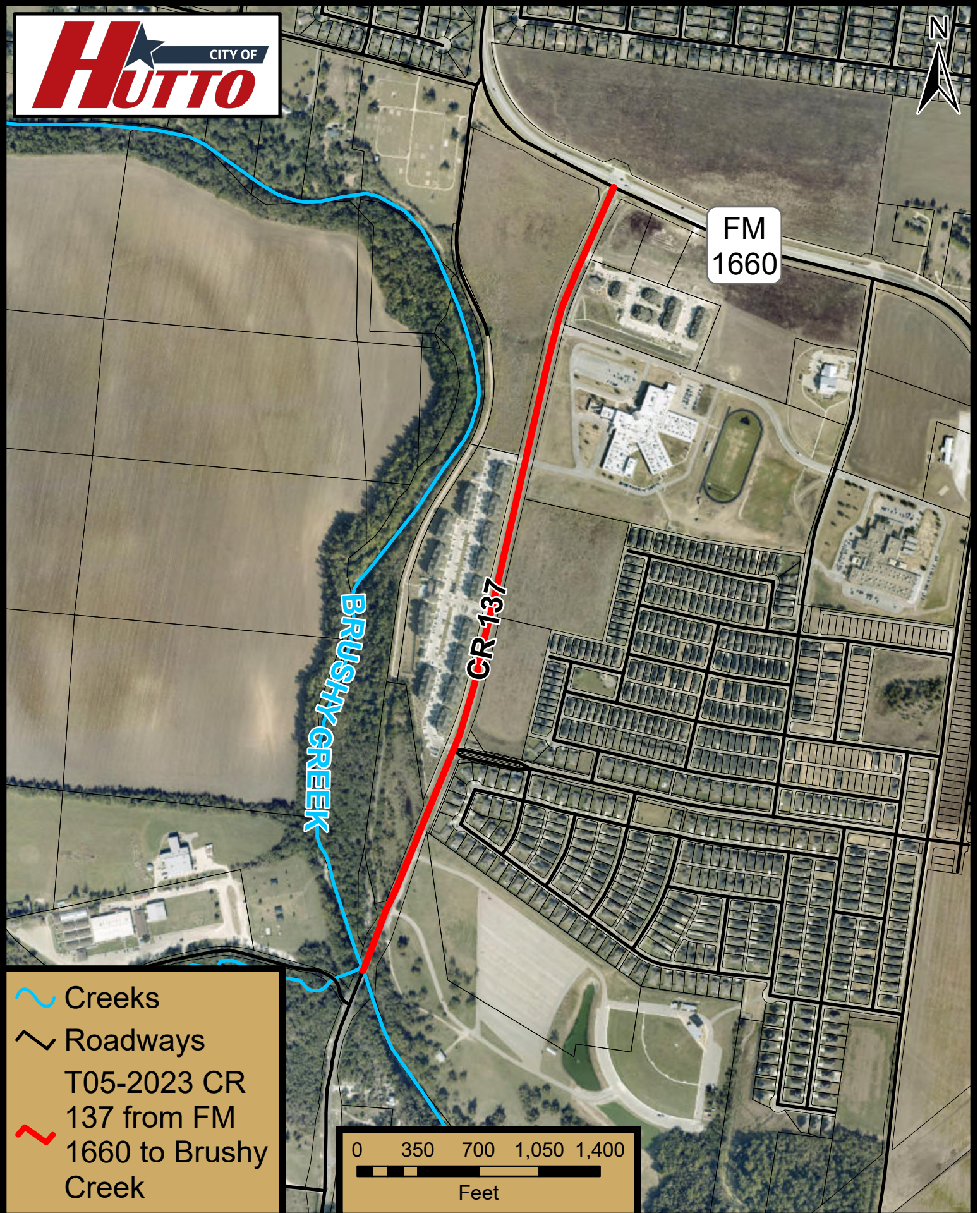
Amount Requested: \$80,144

Amount Remaining: \$4,279

ATTACHMENTS:

1. T05-2023_CR 137_from_FM_1660_to_Brushy_Creek_Map
2. 20260318 Hutto RES CR 137 from FM 1660 Raba_Final
3. PSA - CR 137 at FM 1660 PAD26-063-00 3.10 (rk signed) (1)
4. Intega, Inc._City of Hutto_26031035867916_COI
5. Form 1295 Certificate 101504288 Raba Signed_Redacted

T05-2023 CR 137 from FM 1660 to Brushy Creek



-  Creeks
-  Roadways
-  T05-2023 CR 137 from FM 1660 to Brushy Creek

0 350 700 1,050 1,400
Feet

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN INDIVIDUAL PROJECT ORDER BETWEEN RABA KISTNER, INC. AND THE CITY OF HUTTO IN THE AMOUNT OF \$80,143.80 FOR MATERIALS TESTING FOR THE COUNTY ROAD 137 AT FM 1660 PROJECT (CIP T05-2023); AUTHORIZING THE CITY MANAGER TO EXECUTE THE INDIVIDUAL PROJECT ORDER; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Individual Project Order (IPO), attached as Exhibit A and incorporated herein by reference, in the amount of \$80,143.80, in accordance with the provisions of the Master Services Agreement for Professional Consulting Services executed between the City of Hutto and Raba Kistner, Inc.; and

WHEREAS, the IPO provides materials testing services for the County Road 137 at FM 1660 Project (CIP T05-2023); and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, 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 Individual Project Order, 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd of April, 2026, on a vote of ____ AYES; ____ NAYS; and ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST

Laura Hallmark, City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

INDIVIDUAL PROJECT ORDER FOR THE SURVEYING SERVICES OF CR 137 at FM 1660 PROJECT (CIP T05 2023)

This Agreement is made and entered into in Hutto, Williamson County, Texas, between City of Hutto, a Municipal Corporation in the State of Texas (hereafter referred to as "City") and

Raba Kistner, Inc.

12821 West Golden Lane

San Antonio, Texas 78249

(hereafter referred to as "Consultant"), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the Hutto City Council, and by Consultant for **MATERIAL TESTING SERVICES** set forth herein in connection with the above designated Project for City.

**ARTICLE I DEFINITIONS;
INTERPRETIVE**

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 “Application for Compensation” means written form for a request from Consultant to be paid for completed work.
- 1.2 "City" means City of Hutto, Texas.
- 1.3 “Compensation” means amounts paid for services under this Agreement.
- 1.4 "Consultant" means Raba Kistner, Inc and its officers, partners, employees, agents and representatives, and all Sub-Consultants, if any, as well as all other persons or entities for which Consultant legally is responsible.
- 1.5 "Director" means the Hutto City Manager or his/her designee.
- 1.6 "Owner Designated Representative (ODR)” means person designated by City to act for City.
- 1.7 "Plans and Specifications" means the construction documents.
- 1.8 "Project" means the specific Engineering Services work for which services are negotiated and executed by both Parties.
- 1.9 "Proposal" means Consultant's Proposal to provide services for this Project.
- 1.10 “Proposed Task Order Request” means a request to Consultant to submit a Proposal for a specific Project as further defined herein.
- 1.11 “AMSA” means the Austin Metropolitan Service Area or Relevant Marketplace, which collectively is comprised of Travis County and the five (5) surrounding counties of Burnet, Williamson, Bastrop, Caldwell, and Hays.

ARTICLE II COMPENSATION

2.1 The Compensation for all services included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$80,143.80 DOLLARS**. The amount to be paid to Consultant, including authorized adjustments, is the total amount payable by City to Consultant for performance of the Services under this Agreement. It is agreed and understood that such amount will constitute full compensation to Consultant for Services included in the Scope of Services and shall meet all applicable requirements of City's Design Guidelines. All City compensation obligations to Consultant are subject to appropriation of funds by City Council.

2.2 **Reimbursable Expenses.** City's non-allowable reimbursement list. Only when and only to the extent that any such may be authorized by City in writing, the Consultant shall be entitled to reimbursement at actual incurred cost for services and related expenses for the following items, and for no other expenses:

2.2.1 Travel outside AMSA only if approved in writing by City prior to such travel. Reimbursement for travel costs will be limited to costs directly associated with Consultant's performance of Service under the Agreement. Travel costs are limited to the applicable mileage and per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all reimbursable charges. Travel expenses, if any, shall be negotiated with each Task Order issued. City does not pay for Consultant's travel within AMSA.

2.2.2 Mailing, courier services and copies of documents requested by City in writing in excess of the copies to be provided under Article IV of this Agreement. These costs, if any, shall not exceed the amount noted in Article IV herein, without further prior written approval of City. Consultant shall bear these costs. Except to the extent so approved.

2.2.3 Preparation, production, reproduction, and transmittal (except as provided in paragraph 2.2.2) of graphics, physical models, presentation boards requested by City in writing in excess of the hard copies to be provided under Article IV of this Agreement. These costs shall not exceed the amount noted in Article IV herein without prior written approval of City. Consultant shall bear these costs unless agreed to, except to the extent so approved.

2.2.4 City does not allow a markup on any of the above reimbursable items and only will reimburse approved hard costs incurred.

2.2.5 As an exception to the method for notice provided in Article XXIV, writings described in paragraph 2.2 may be transmitted via electronic mail to the parties' respective email addresses to be designated in an applicable Task Order.

2.2.6 Such other reimbursable services and/or expenses as may be expressly provided as being reimbursable in Individual Task Orders but only for the specific Project authorized by any such Task Order. Any such authorization shall not establish precedent, course of dealing, or other implied authorization for reimbursable items for any other Project.

Sub-Consultant Work. City will not pay a markup to Consultant for Sub-Consultant work.

ARTICLE III METHOD OF PAYMENT

3.1 Payments to Consultant shall be in the amount shown on the invoices and its supporting documentation submitted for work, including any materials, services and expenses, satisfactory to the City, and shall be subject to City's approval. All services shall be performed in accordance with the professional standard of care set forth in **Section 20.1** herein and to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are unsatisfactory and which previously have not been approved by the Director. The final payment due hereunder will not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

3.1.1 Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Compensation for Additional Professional Services (attached hereto, incorporated by reference herein and labeled as "**Exhibit 1**").

3.1.2 Monthly payments for services performed in the various additional services will be reviewed by Director upon Consultant entering itemized invoices, with all required back-up, within the Portal. The invoice shall indicate the value of the additional services performed to date.

3.2 Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by Sub-Consultants, in connection with the Project and the performance of the work, and shall provide City with evidence of such payment. Consultant's failure to make payments within such time shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City bona fide disputes associated with the unpaid Sub-Consultant and its services. Consultant shall include a provision in each of its sub-agreements imposing the same payment obligations on the Sub-Consultants as are applicable to Consultant hereunder, and shall require Sub-Consultants to provide confirmation to City of receipt of payments. If Consultant has failed to make payment promptly to the Sub-Consultant for the Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City except in the event of a valid dispute between Consultant and that Sub-Consultant.

3.3 Consultant warrants that title to all Services covered by an Application for Payment will pass to City no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement. Consultant may submit a request for Partial Compensation prior to the completion of services. A request for Partial Compensation must be accompanied by a progress report detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each Service/Project, as may be described in fee schedule and/or hourly rates included in "**Exhibit 1**" hereto.

3.4 Project Close Out and Final Payment:

3.4.1 Final billing shall indicate "Final Bill - no additional compensation is due to Consultant".

3.4.2 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible, because of:

- 3.4.2.1 delays in the performance of Consultant's work;
- 3.4.2.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to City is provided by Consultant;
- 3.4.2.3 failure of Consultant to make payments properly to Sub-Consultants or vendors for labor, materials or equipment;
- 3.4.2.4 reasonable evidence that Consultant's work cannot be completed for the amount unpaid under this Agreement;
- 3.4.2.5 damage to City; or
- 3.4.2.6 persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

3.4.3 When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld will be made within a reasonable time. City shall not be deemed in default by reason of withholding compensation as provided for in this **Article III**.

- 3.4.3.1 In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase or as final compensation, or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event Consultant does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.

- 3.4.3.2 City shall make final compensation of all sums due Consultant not more than thirty (30) days after Consultant's execution and delivery of a final Pay Application.
- 3.4.3.3 Request of final compensation by Consultant shall constitute a waiver of claims except those previously made in writing and identified by Consultant as unsettled at the time of final application for compensation.
- 3.4.3.4 Consultant agrees to maintain adequate books, payrolls and records satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services. At all reasonable times, City and its duly authorized representatives shall have access to all personnel of Consultant and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE IV
SCOPE OF SERVICES
[SUBJECT TO REVISION AS APPLICABLE]

4.1 Consultant agrees and acknowledged that City is entering into this Agreement in reliance on Consultant's represented expertise and special and unique abilities to provide the Services. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement and covenants to use Consultant's best professional effort, skill, judgment, and abilities in performing the Services, and to further the interests of City in accordance with the usual and customary standards of care, skill and diligence of Consultant's profession, consistent with good professional design practices for firms that provide professional design services for projects that are similar in size, scope, budget to the Project, and in compliance with all Applicable Law. Consultant shall be solely responsible for the full cost of correcting any non-conforming Services, including any rendered by any others who have acted in reliance thereon.

4.2 Consultant shall provide Professional Services and include in its Scope of Services all associated services required such that the Project can be built, with any alternates, within the Project Construction Budget at or under the Construction Cost Limitation. By executing this Agreement, Consultant acknowledges receipt and comprehension of the Construction Cost Limitation. Consultant shall allocate adequate time, personnel and resources as necessary to perform the Services. Consultant shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 4.1.

4.3 Consultant shall comply with the standards of City's Design Guidance Manual throughout the duration of the subject Project and this Agreement, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached hereto, incorporated by reference herein and labeled as "**Exhibit 3**" and as described in this **Article IV**.

4.4 Consultant shall adhere to the requirements of the design phases described in City's design

Guidance Manual, to include performing the tasks and submitting deliverables as described therein, unless specifically and explicitly excluded in the approved Scope of Service in “**Exhibit 3**” hereto and as described in this **Article IV**.

4.5 Consultant acknowledges and accepts its responsibilities as defined and described in City’s General Conditions, attached hereto, incorporated by reference herein and labeled as “**Exhibit 4**”.

4.6 Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday service, as requested by City. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

4.7 Consultant shall not commence service on any Task Order authorized under this Agreement until being thoroughly briefed on the scope of the project and being notified in writing to proceed. Should the scope subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

4.8 Consultant, in consideration for the compensation herein described, shall render the professional services described in this **Section IV** necessary for the advancement of the Project through Substantial Completion to Final Completion.

4.9 Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined herein and in accordance with the Compensation for Additional Professional Services, attached and incorporated herein and labeled as “**Exhibit 3**”. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with and approval by City for each authorized service task and as provided in this Agreement.

4.10 Compensation for Additional Professional Services, which includes pre-priced tasks and/or hourly rates, is described in “**Exhibit 1**” hereto.

ARTICLE V TIME AND PERIOD OF SERVICE

5.1 The term of this Agreement shall commence upon its approval by the HuttoCity Council and its execution by both parties.

5.2 Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under **Article IV** herein in a prompt and continuous manner, so as to not delay the development of services and so as to not delay the construction of the work for the Project, in accordance with the schedules approved by City. City will perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

5.3 Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any event, for which time for performance by Consultant shall be significantly

extended under this provision, Consultant shall give written notice thereof to City stating the reason for such extension and the actual or estimated time thereof. If City determines that Consultant is responsible for the need for extended time, City shall have the right to make a Claim as provided in this Agreement.

5.4 This Agreement shall remain in force for a period which may reasonably be required for the design, award of the contract and the completion of the Project, including any extra work and any required extensions thereto, unless terminated, as provided for elsewhere in this Agreement.

ARTICLE VI (RESERVED)

ARTICLE VII COORDINATION WITH CITY

7.1 Consultant shall hold periodic conferences with City through the end of the Project. The Project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this coordination, City shall make available, for Consultant's use in planning and designing the Project, all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to this particular Project, at no cost to Consultant. However, any and all such information shall remain the property of City and shall be returned by Consultant to City upon termination or the completion of the Project or if instructed to do so by the Director.

7.2 The Director or his/her representative shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.3 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

7.4 Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and other such approvals and consents from others, as may be necessary, for the completion of the Project. Consultant will provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE VIII REVISIONS TO DOCUMENTS

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents, as may be required to meet the needs of City and which are within its Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses incurred by Consultant, only shall be requested through an additional Amendment and Task Order for services.

ARTICLE IX OWNERSHIP OF DOCUMENTS

9.1 All documents, including the original drawings, estimates, specifications and all other documents and data, previously owned by Consultant, shall remain the property of Consultant as instruments of service. However, it is to be understood that City shall have free access to all such information and hold the right to make and retain copies of drawings, estimates, specifications and all other documents and data. Any reuse, without specific written verification or adaptation by Consultant, will be at City's sole risk and without liability or legal exposure to Consultant.

9.2 Consultant acknowledges and agrees that upon payment City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, shall be delivered to City at no additional cost to City, upon request, termination or completion of this Agreement without restriction on future use.

9.3 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

9.4 Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that, in part or in whole, was produced from this Agreement is the property of City, including all equitable rights. No reports, maps, documents or other copyrightable works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Agreement shall become the property of City (excluding any instrument of services, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same are based on any claim that materials or work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

9.5 Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of the Project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other Engineers or other persons, including electronic copies, subsequent to the Final Completion of the Project. Following Final Completion of the Project, if City requests Consultant perform additional scope beyond that listed in “**Exhibit 3**” hereto, City will appropriately compensated for such work performed by Consultant.

9.6 Copies of documents, which may be relied upon by City, are limited to the printed copies (also known as hard copies) and PDF electronic versions that are sealed and signed by Consultant. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City or utility only are for convenience of City or utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.7 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to, any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant, to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

ARTICLE X TERMINATION AND/OR SUSPENSION OF SERVICES

10.1 Right of Either Party to Terminate for Default

10.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure as provided in this **Article X**.

10.1.2 The party not in default must issue a written and signed Notice of Termination, citing this **Paragraph 10.1.2**, to the other party declaring the other party to be in default and stating the reason(s) why it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) calendar days to cure any failure to perform under this Agreement. Upon the completion of said ten-day period, commencing upon receipt of Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

10.2 **Right of City to Terminate.** City reserves the right to terminate this Agreement, for reasons other than substantial failure by Consultant to perform, by issuing a signed Notice of Termination, citing this **Paragraph 10.2**, which shall take effect on the twentieth (20th) calendar day following receipt of said notice and upon the scheduled completion date of the performance phase in which Consultant then currently is working, whichever effective termination date occurs first.

10.3 Right of City to Suspend Giving Rise to Right of Consultant to Terminate

10.3.1 City reserves the right to suspend this Agreement at the end of any phase for the convenience of City by issuing a written and signed Notice of Suspension, citing this **Paragraph 10.3.1**, which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall, in no way, guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said Notice of Suspension by the Consultant.

10.3.2 Consultant hereby is given the right to terminate this Agreement in the event such suspension extends for a period in excess of one hundred twenty (120) calendar days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination, citing this **Paragraph 10.3.2**, to City after the expiration of one hundred twenty (120) calendar days from the effective date of the suspension. Termination, pursuant to this **Paragraph 10.3.2**, shall become effective immediately upon receipt of said written notice by City.

10.4 Procedures Consultant to follow upon Receipt of Notice of Termination

10.4.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out hereinabove, Consultant immediately shall begin the phase-out and the discontinuance of all services, in connection with the performance of this Agreement, and shall proceed promptly to cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) calendar days after receipt of such Notice of Termination, unless Consultant successfully has cured a failure to perform, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

10.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and exhibits prepared under this Agreement, prior to the effective date of termination, shall be delivered to City, in the form requested by City, as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in **Article IX** herein.

10.4.3 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.4.4 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed under this Agreement by Consultant.

10.4.5 Failure of Consultant to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be entitled to for services performed under this Agreement.

10.5 Procedures Consultant to Follow upon Receipt of Notice of Suspension

10.5.1 Upon receipt of written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

10.5.2 Consultant shall prepare a statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.3 Copies of all completed or partially completed designs, plans and specifications, prepared under this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

10.5.4 In the event that Consultant exercises the right to terminate one hundred twenty (120) calendar days after the effective suspension date, within thirty (30) calendar days after receipt by City of Consultant's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.

10.5.5 Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.

10.5.6 Upon the above conditions being met, absent any reason why City may be compelled to withhold fees, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of the fee.

10.5.7 City, as a public entity, has a duty to document the expenditure of public funds.

10.5.8 Consultant acknowledges this duty imposed upon City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

ARTICLE XI CONSULTANT'S WARRANTY

Consultant warrants that the services required under this Agreement will be performed with the same degree of professional skill and care that typically are exercised by similar consulting professionals performing similar services in Williamson County, Texas. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

|

**ARTICLE XIII
ASSIGNMENT OR TRANSFER OF INTEREST**

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

**ARTICLE XIV
INSURANCE REQUIREMENTS**

14.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City Manager. The Certificate(s) shall be completed and signed by an agent authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City.

14.2 City reserves the right to review the insurance requirements of this **Article XIV** during the effective period of this Agreement and any extension or renewal hereof and to request the modification of insurance coverage and limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

14.3 Consultant's financial integrity is of interest to City; therefore, subject to Consultant's obligation to maintain reasonable deductibles in such amounts as are approved by Consultant's insurance companies, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement and any extension hereof at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. These listed insurance limits are standard limits for all City projects. If a project does not justify these standard limits of insurance coverages, Consultant may request a review of the City's insurance requirements, to be considered on a project-by-project basis:

TYPE	AMOUNTS
1. Workers Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operation b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/Impact – sufficiently broad to cover disposal liability g. Explosion, Collapse, Underground h. Damage to property rented by you	For Bodily and Property Damage of \$1,000,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage h. \$100,000
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, terror, or omission in performance of professional services.

City may request, and without expense to City, to inspect copies of Consultant's policies and endorsements as they apply to the limits and forms required by City.

144 Consultant agrees to require, by written contract, that all Sub-Consultants and/or Subcontractors providing goods or services hereunder obtain the same insurance coverage required of Consultant herein, and provide a certificate of insurance and endorsement that names Consultant and City as additional insureds. Consultant shall provide City with said certificate and endorsement prior to the commencement of any work by any Sub-Consultant and/or Subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

145 If City requests a copy/copies of an insurance policy, Consultant prominently shall comply and Consultant shall mark those portions of the policy, if any, Consultant regards as confidential. In the event a third party makes an Open Records Request under the Texas Open Records Act or other public information law asking to view or copy Consultant's policy, City shall submit the received request, along with Consultant's information to the Texas Attorney General (hereafter referred to as "AG") for an opinion regarding the release of Consultant's policy information. Consultant and City agree that City will be bound by the AG opinion/decision. Similarly, Consultant agrees and accepts City will provide all Consultant information pursuant to a court order or a litigation discovery rule requiring or directing City To disclose any of Consultant's information.

146 Consultant agrees, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions, to the extent permitted by policy provisions, to the extent permitted by policy provisions, terms and conditions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement or within policy provisions, terms or conditions, with respect to operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where City is an additional insured shown on the policy, as allowed by respective policy provisions, terms and conditions;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and
- Where allowed by respective policy provisions, terms and conditions, provide thirty (30) calendar days advance written notice to City of any cancellation or non-renewal or material change in coverage, any change in policy limits by endorsement and not less than ten (10) calendar days advance notice for nonpayment of premium.

14.8 Within ten (10) calendar days of notice to Consultant of a cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance, should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

14.9 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, City shall have the right to order Consultant to stop work hereunder until Consultant demonstrates compliance with the requirements hereof.

14.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its Sub-Consultants' and/or Subcontractors' performance of the work covered under this Agreement.

14.11 It is agreed that Consultant's insurance shall be deemed primary and non-contributory, with respect to any insurance or self-insurance carried by the City of Hutto, for liability arising out of operations under this Agreement.

14.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

14.13 Consultant and any Sub-Consultants and/or Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XV INDEMNIFICATION

15.1 Consultant, whose professional services are the subject of this Agreement, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against damages, liabilities or costs, including reasonable attorney fee and defense costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and anyone for whom Consultant legally or contractually is liable. The indemnity provided for in this Section 15.1 shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

15.2 The provisions of this Article XV solely are for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Section XV.

ARTICLE XVI CLAIMS AND DISPUTES

16.1 **Definition.** A Claim is a demand or assertion by one of the parties hereto seeking, as a matter of right, adjustment or interpretation of an Agreement's terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of Consultant, whether for additional compensation, additional time or other relief, shall be signed and sworn to by an authorized corporate officer (if Consultant is not a corporation, then an official of the company authorized to bind Consultant by his/her signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

16.2 **Time Limit on Claims.** Claims by Consultant must be initiated in writing to City within twenty-one (21) calendar days after the occurrence of the event giving rise to such Claim.

16.3 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing, Consultant shall proceed diligently with performance of the Agreement and City shall continue to make payments in accordance with this Agreement.

16.4 **Claims for Additional Time.** If Consultant wishes to make a Claim for an increase in the time for performance, written notice, as stated in this **Section XVI**, must be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

16.5 **Claims for Consequential Damages.** Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by Consultant and to claims by City:

16.5.1 No consequential damages will be allowed; and

16.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible; and

16.5.3 No profit will be allowed on any damage claim.

16.6 **No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

16.7 **Alternative Dispute Resolution.**

16.7.1 **Continuation of Services Pending Dispute Resolution.** Each party is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable under the circumstances

16.7.2 Requirement for Senior Level Negotiations. Before invoking mediation or any other alternative dispute process set forth herein, the parties agree that they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days, after a party delivers a written notice of such dispute, then the parties shall proceed with the mediation alternative dispute resolution process contained herein. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.7.3 Mediation.

16.7.3.1 In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

16.7.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

16.7.3.3 In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 calendar days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

16.7.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in Williamson County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

**ARTICLE XVII
SEVERABILITY**

If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE XVIII

INTEREST IN CITY CONTRACTS PROHIBITED

18.1 No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall be financially interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition also applies to Sub-Contracts on City projects.

18.2 Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a. a City officer or employee; b. a City officer or employee's parent, child or spouse; c. a business entity in which City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; d. a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

18.3 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that Consultant, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XIX

CONFLICT OF INTEREST

19.1 Consultant acknowledges that it is informed that the Charter of the City of Hutto and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a direct interest in any contract with the City.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City and shall not have a direct interest in the Agreement. Consultant further warrants and certifies that it will comply with the City's Ethics Code.

19.3 **HB 1295 Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the

City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

19.4 No Boycott of Israel; No Terrorist Organization.

Pursuant to Section 2270.002, Texas Government Code, the CONSULTANT 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the CONSULTANT 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 CONSULTANT 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 CONSULTANT understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.5 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 CONSULTANT 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

19.6 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 CONSULTANT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CONSULTANT and exists to make a profit.

ARTICLE XX STANDARD OF CARE/LICENSING

201 Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

202 Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

ARTICLE XXI RIGHT OF REVIEW AND AUDIT

211 Consultant grants City, or its designees, the right to audit, examine or inspect, at City's election, all of Consultant's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract, then, such retention period shall extend until final resolution of the dispute. "Consultant's records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Consultant records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

212 City agrees that it will exercise the right to audit, examine or inspect Consultant's records only during City's regular business hours. Consultant agrees to allow City's designee access to all of Consultant's Records, Consultant's facilities and current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

213 Consultant must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE XXII ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both City and Consultant.

ARTICLE XXIII VENUE

The obligations of the parties to this Agreement shall be performable in Hutto, Williamson County, Texas. If legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Williamson County, Texas.

ARTICLE XXIV NOTICES

Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same in the United States Postal Service, addressed to the applicable address shown below, unless and until either party otherwise is notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) calendar days of mailing. In cases of emergency communication may be provided through email, in person, or telephone notices which shall be followed with the mailing procedure herein described.

If intended for City, to:

City of Hutto
Interim
Attention: City Engineer
500 West Live Oak
Hutto TX 78634

(512) 759-4933

Patricia Davis
Matt.rector@huttotx.gov

If intended for Consultant, to:

Raba Kistner, Inc.

Attention: Yvonne Garcia Thomas, P.E.
1909 W. Braker Ln, Ste. 100
Austin, Texas 78758

(512) 339-1745

ygarcia@rkci.com

ARTICLE XXV INDEPENDENT CONTRACTOR

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City, or as making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

**ARTICLE XXVI
CAPTIONS**

The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

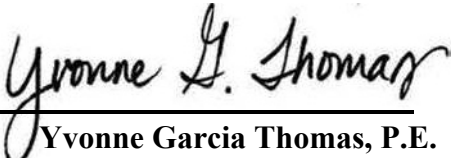
IN WITNESS WHEREOF, City of Hutto has lawfully caused these present to execute this Agreement by the hand of City Manager, or designee; Consultant, acting by the hand of Vice President, thereunto authorized Yvonne Garcia Thomas, P.E. does now sign, execute and deliver this document.

Executed on this 9th day of March, 2026

CITY OF HUTTO

James Earp
City Manager

RABA KISTNER, INC.

By: 
Yvonne Garcia Thomas, P.E.
Vice President

**EXHIBIT 1
INDIVIDUAL PROJECT ORDER**

**PROJECT FEE SUMMARY
(TO INCLUDE REIMBURSEABLES, IF ANY)
AND TIMELINE FOR DESIGN PHASE SERVICES**

In accordance with Agreement for On Demand Services Material Testing Services Rotation List between the City of Hutto (Owner) and Raba Kistner, Inc., the parties agree as follows:

1. Background Data
 - a. Project Number:
 - b. Owner: City of Hutto
 - c. Vendor: Raba Kistner, Inc.

Specific Project (title): CR 137 at FM 1660

- 1) Scope of services for Raba Kistner, Inc. will include the following services (Refer to Attached A for Full Services Detail
 - a. Material Testing
- 2) Fee: NTE \$80,143.80

Work Description	Original Fee	Amendment Amount	Change in Fee	Fee Type
Materials Testing	\$80,143.80	N/A	N/A	CPM
TOTAL	\$80,143.80			

- 3) Deadline: This form is to be signed along with any supplementary materials and must be submitted to Patricia Davis, MSCE, PE, LGPP, Interim City Engineer via email by **3-09-2026**.

Point of Contact
Patricia Davis, MSCE, PE, LGPP
Interim City Engineer
Patricia.Davis@huttotx.gov
512-759-4005

Any questions must be in writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Individual Project Order (“IPO”) and Vendor is authorized to begin performance upon its receipt of a copy of this IPO signed by Owner.

Except as provided for in this IPO, all other provisions of the Master Service Agreement dated August 18, 2025 shall remain in full force in effect.

EXHIBIT 2

SCOPE OF SERVICES

(Shall include the role and responsibilities of Consultant, as detailed in City's General Conditions attached hereto)

EXHIBIT 3

FEE PROPOSAL

[Delivered by E-mail to: Dana.Phillips@HuttoTX.gov;
Todd.Meaker@HuttoTX.gov]

PAD26-063-00
March 9, 2026

Ms. Dana Phillips & Mr. Todd Meaker
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634



Raba Kistner, Inc.
1909 W Braker Lane
Building E, Suite 100
Austin, TX 78758
www.rkci.com

P 512.339.1745
F 512.339.6174
F-3257

**Re: Construction Materials Testing Services
CR 137 at FM 1660,
Hutto, Texas**

Dear Ms. Phillips and Mr. Meaker:

RABA KISTNER, INC. (RK) is pleased to submit our proposal to provide the construction materials observation and testing services on the project referenced above.

We propose a not to exceed budget of **\$80,143.80** for testing and observation services for the referenced project. This budget is based on our understanding of the project, an estimate of quantities, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call-out basis for the cost-estimate spreadsheet attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing,
- Concrete compressive strength specimen sampling, testing, and reporting, and
- Asphalt aggregate sampling and observation (traffic control by others)

This proposal may serve as RK's work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for RK to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing RK the opportunity to submit our proposal for the construction materials observation and testing services. We have a fully-equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512) 339-1745.

PAD26-063-00
March 9, 2026

Very truly yours,

RABA KISTNER, INC.

Approved
By:

(Signature)



David A. Brown
Lead CoMET Estimator

(Printed or Typed Name)



Roberto Yanez, P.E.
CoMET Department Manager

(Title)

(Company Name)

DB/RY: hl

(Date)

Attachments: Fee Estimate Breakdown
 Scope of Work
 Report Distribution

FEE ESTIMATE BREAKDOWN

Project Name: CR 137 AT FM 1660				
Project Location: Hutto, Texas				
Contact: Dana Phillips & Todd Meaker				
Client: City of Hutto				
Address: 500 W. Live Oak Street				
City/State/Zip: Hutto, Texas 78634				
Phone Number: 512.759.4005				
Email: Dana.Phillips@HuttoTX.gov; Todd.Meaker@HuttoTX.go				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (TxDOT or ASTM)	\$319.00	each	16	\$5,104.00
Sieve Analysis	\$119.00	each	16	\$1,904.00
Atterberg Limits	\$103.00	each	16	\$1,648.00
Lime Series Curve	\$406.00	each	2	\$812.00
Sulfate Testing	\$130.00	each	4	\$520.00
Field Gradation for Lime Treated Subgrade	\$49.00	each	4	\$196.00
Soil pH for Lime Treated Subgrade (1 point)	\$98.00	each	4	\$392.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$22.00	each	123	\$2,706.00
Materials Technician	\$74.00	hour	163	\$12,062.00
Materials Technician (overtime)	\$111.00	hour	0	\$0.00
Vehicle Travel Charge	\$44.00	trip	41	\$1,804.00
Subtotal				\$27,148.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$26.00	each	185	\$4,810.00
Field Testing/Observation				
Materials Technician	\$74.00	hour	185	\$13,690.00
Materials Technician (overtime)	\$111.00	hour	0	\$0.00
Vehicle Travel Charge	\$44.00	trip	74	\$3,256.00
Subtotal				\$21,756.00
ASPHALT (TRAFFIC CONTROL BY OTHERS)				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum thoeretical specific gravity)	\$460.00	each	19	\$8,740.00
Density of Asphalt Cores	\$108.00	each	38	\$4,104.00
Field Testing/Observation				
Materials Technician	\$74.00	hour	76	\$5,624.00
Materials Technician (overtime)	\$111.00	hour	0	\$0.00
Coring Equipment	\$120.00	day	19	\$2,280.00
Vehicle Travel Charge	\$44.00	trip	19	\$836.00
Subtotal				\$21,584.00
PROJECT ADMINISTRATION				
Project Coordinator	\$86.00	hour	5	\$430.00
Project Manager	\$194.00	hour	10	\$1,940.00
Subtotal				\$2,370.00
Technical Review & Administrative Fee	10% of total cost			\$7,285.80
TOTAL ESTIMATED FEE				\$80,143.80

PAD26-063-00
March 9, 2026

FEE STRUCTURE AND STANDARD CHARGES
Construction Materials Testing Services
CR 137 at FM 1660
Hutto, Texas

General:

1. We understand that **City of Hutto** will require the services of experienced engineering technicians as scheduled by you or your representatives. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip)	1 Hour
Vehicle Travel Charge	\$44.00 trip
4. An overtime rate of 1.5 times the applicable hourly rate will apply to all services performed beyond eight (8) hours in a single workday, including travel time, as well as any work performed on Saturdays. Services requested on Sundays or Federal Holidays will be billed at 2.0 times the applicable hourly rate.
5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Williamson County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba Kistner, Inc.
6. A 10 percent project engineer review, administration, and report distribution cost will be added to all invoices.
7. Raba-Kistner will utilize the on-site initial field curing facilities for concrete specimens as provided by the contractor. The cost of providing and maintaining these initial field curing facilities is not included in our proposal. Should the Project require specialized curing facilities, such as a plugged-in, temperature- and humidity-controlled curing box, Raba-Kistner may furnish such equipment upon prior discussion of logistics and receipt of written authorization from the Client for the associated additional cost.

PAD26-063-00

March 9, 2026

REPORT DISTRIBUTION LIST

Please provide RK with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email.

Client: Patricia Davis, Interim City Engineer

Attention: _____

Phone No.: _____

Email: Patricia.Davis@hutto.tx.gov

Architect: _____

Attention: _____

Phone No.: _____

Email: _____

Engineer: Laura Friello

Attention: _____

Phone No.: (512) 485-0022

Email: lmfriello@garverusa.com

Contractor: Cade Martinez, Project Manager

Attention: _____

Phone No.: (512) 361-8474

Email: C.martinez@capitalexcavation.com

Other: Selina Brandon, Owners Rep.

Attention: _____

Phone No.: (956) 655-10563

Email: Selina.Brandon@wsbeng.com

Please return this Attachment via fax or mail with signed Authorization.

EXHIBIT 4
GENERAL CONDITIONS

General Conditions for Construction Contracts

Table of Contents

Article 1.	Definitions	1
Article 2.	Wage Rates and Other Laws Governing Construction	6
Article 3.	General Responsibilities of Owner and Contractor	9
Article 4.	Historically Underutilized Business (HUB) Subcontracting Plan.....	16
Article 5.	Bonds and Insurance.....	18
Article 6.	Construction Documents, Coordination Documents, and Record Documents	25
Article 7.	Construction Safety	28
Article 8.	Quality Control.....	30
Article 9.	Construction Schedules.....	36
Article 10.	Payments	42
Article 11.	Changes	47
Article 12.	Project Completion and Acceptance.....	52
Article 13.	Warranty and Guarantee	57
Article 14.	Suspension and Termination	59
Article 15.	Dispute Resolution.....	63
Article 16.	Miscellaneous	64

Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein.

- 11 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.
- 12 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.
- 13 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
- 14 *Baseline Schedule* means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.
- 15 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E's knowledge and understanding, Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.
- 16 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, Contractor and A/E.

- 17 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.
- 18 *Contract* means the entire agreement between Owner and Contractor, including all of the Contract Documents.
- 19 *Contract Date* is the date when the agreement between Owner and Contractor becomes effective.
- 110 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between Owner and Contractor. These may include, but are not limited to, Drawings; Specifications; General, Supplementary General, and Special Conditions; and all pre-bid and/or pre-proposal addenda.
- 111 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.
- 112 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.
- 113 *Contractor* means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number.
- 114 *Construction Documents* mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.
- 115 *Construction Manager-at-Risk*, in accordance with Tex. Gov't Code, Chapter 2166, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.
- 116 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.
- 117 *Day* means a calendar day unless otherwise specifically stipulated.

- 118 *Design-Build* means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build firm; a team, partnership, or legal entity that includes design professionals and a builder. The Design-Build Project delivery shall be implemented in accordance with Tex. Gov't Code § 2166.2531.
- 119 *Drawings* mean that product of A/E which graphically depicts the Work.
- 120 *Final Completion* means the date determined and certified by A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 121 *Final Payment* means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.
- 122 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
- 123 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.
- 124 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by Owner and Contractor to be complete prior to Substantial Completion.
- 125 *Owner* means the City of Hutto.
- 126 *Owner's Designated Representative (ODR)* means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 127 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
- 128 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).

- 129 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.
- 130 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch lists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.
- 131 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.
- 132 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.
- 133 *Samples* mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 134 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.
- 135 *Shop Drawings* mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.
- 136 *Site* means the geographical area of the location of the Work.
- 137 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions and Supplementary General Conditions.
- 138 *Specifications* mean the written product of A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.
- 139 *Subcontractor* means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.

- 140 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 141 *Substantial Completion* means the date determined and certified by Contractor, A/E, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.
- 142 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.
- 143 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.
- 144 *Unilateral Change Order (ULCO)* means a Change Order issued by Owner without the complete agreement of Contractor, as to cost and/or time.
- 145 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.
- 146 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and Other Laws Governing Construction

- 21 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.
- 22 Wage Rates. Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.
- 221 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.
- 2211 Contractor shall submit a copy of each worker's wage-rate notification to ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.
- 2212 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should Contractor at any time become aware that a particular skill or trade not reflected on Owner's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform ODR of the proposed wage to be paid for the skill along with a justification for same and ODR shall promptly concur with or reject the proposed wage and classification.

Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

- 222 Penalty for Violation. Contractor, and any Subcontractor, will pay to the City a penalty of sixty dollars (\$60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.
- 223 Complaints of Violations.
- 2231 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Chapter 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- 2232 No Extension of Time. If Owner's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.
- 23 Venue for Suits. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Williamson County, Texas, or as may otherwise be designated in the Supplementary General Conditions.
- 24 Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.
- 25 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by Owner or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent,

Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.

- 26 State Sales and Use Taxes. Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax-exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.

Article 3. General Responsibilities of Owner and Contractor

- 3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.
- 3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.
- 3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.
- 3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract.
- 3.1.2.2 All directives on behalf of Owner will be conveyed to Contractor and A/E by ODR in writing.
- 3.1.2.3 Owner will furnish or cause to be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and addenda as provided in the Supplementary General Conditions or Special Conditions.
- 3.1.3 Owner Supplied Materials and Information.
- 3.1.3.1 Owner will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.
- 3.1.3.2 Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.

- 314 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.
- 315 Limitation on Owner's Duties.
- 3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.
- 3.1.5.2 Owner will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.
- 3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between Owner and Contractor, A/E shall provide general administration services for Owner during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by ODR, upon request.
- 321 Site Visits.
- 3.2.1.1 A/E will make visits to the Site at intervals as provided in the A/E's Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to Owner.

3.2.1.2 A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, Owner retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

322 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by ODR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E's supplemental instruction ("ASI") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 11.

323 Limitations on Architect/Engineer Authority. A/E is not responsible for:

3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;

3.2.3.3 Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or

3.2.3.4 Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

3.3 Contractor's General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures.

331 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of A/E and ODR in accordance with these general conditions and other provisions of the Contract, and as outlined in the pre-construction conference.

- 332 Contractor's Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent persons are subject to the approval of ODR. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Supplementary General Conditions.
- 333 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.
- 334 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
- 335 Contractor General Responsibility. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss.
- 336 Non-Compliant Work. Should A/E and/or ODR identify Work as non-compliant with the Contract Documents, A/E and/or ODR shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either A/E or ODR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.
- 337 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.
- 3.3.7.1 All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.

- 3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.
- 338 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements or alternative resolution processes, except as Owner and Contractor may agree in writing.
- 339 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.
- 3310 Acts and Omissions of Contractor, its Subcontractors and Employees. Contractor shall be responsible for acts and omissions of his employees and all its Subcontractors, their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.
- 3311 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee,

consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

3.3.11.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.11.2 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

3.3.12 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.12.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.

3.3.12.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.12.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of Contractor.

3.3.12.4 Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

- 33.13 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.
- 33.14 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.
- 33.15 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.
- 33.16 Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor.

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

- 41 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).
- 411 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic and gender-neutral means.
- 412 A Contractor who contracts with the State in an amount of \$100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.
- 42 Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:
- 421 Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.
- 422 Conduct the good-faith effort activities required and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.
- 423 Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.
- 424 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.
- 425 Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.

4.2.5.1 Progress Assessment Report (PAR): monthly compliance reports to Owner (contracting agency), verifying their compliance with the HUB subcontracting plan, including the use/expenditures they have made to Subcontractors. (The PAR is available at **<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>**).

- 426 Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).
- 43 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

Article 5. Bonds and Insurance

- 51 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253. On Construction Manager-at-Risk and Design-Build Projects the Owner shall require a security bond, as described in Subsection 5.1.2 below.
- 511 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.
- 5.1.1.1 A Performance bond is required if the Contract Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.
- 5.1.1.2 A Payment bond is required if the Contract price is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.
- 512 Security Bond. The security bond provides protection to Owner if Contractor presents an acceptable guaranteed maximum price ("GMP") to Owner and 1) fails to execute the GMP; or 2) fails to deliver the required payment and performance bonds within the time period stated below.
- 513 When Bonds Are Due
- 5.1.3.1 Security bonds are due within ten (10) days of signing a Construction Manager-at-Risk or Design-Build Contract.
- 5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build

project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.

- 514 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- 515 Bond Indemnification. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.
- 516 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.
- 517 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 518 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code §§ 53.231 – 53.239 when the value of the Contract between Owner and Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- 519 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).

52 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

521 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions or Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.

522 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

5.2.2.1 Insurance Coverage Required.

5.2.2.1.1 Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, employer's liability insurance of not less than:

\$100,000 each accident;

\$100,000 disease each employee; and

\$500,000 disease policy limit.

5.2.2.1.2 Commercial General Liability Insurance. Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;

\$2,000,000 general aggregate;

\$2,000,000 products and completed operations aggregate;
and

Coverage shall be on an “occurrence” basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

5.2.2.1.3 Asbestos Abatement Liability Insurance, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer’s liability limits for asbestos abatement will be:

\$500,000 each accident;

\$500,000 disease each employee; and

\$500,000 disease policy limit.

If this Contract is for asbestos abatement only, the all-risk builder’s risk or all-risk installation floater (e) is not required.

- 5.2.2.1.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

- 5.2.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be all-risk, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

5.2.2.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

5.2.2.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.

5.2.2.1.5.3 Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.

5.2.2.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.

5.2.2.1.5.5 For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

5.2.2.1.5.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.

5.2.2.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.

5.2.2.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.

5.2.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

523 Policies must include the following clauses, as applicable:

5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.

5.2.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Contract with Owner.

5.2.3.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

5.2.3.4 A waiver of subrogation in favor of Owner shall be provided in all policies.

- 524 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.
- 525 Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

Article 6. Construction Documents, Coordination Documents, and Record Documents

6.1 Drawings and Specifications.

- 6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.
- 6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E's property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.
- 6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.
- 6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials); and (e) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify A/E and ODR for resolution of the issue prior to executing the Work in question.
- 6.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.

6.1.6 Discrepancies and Omissions in Drawings and Specifications.

- 61.61 Promptly report to ODR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
- 61.62 It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.
- 61.63 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.
- 61.64 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
- 61.65 When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.
- 61.66 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build or Construction Manager-at-Risk Contract as outlined above. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

6.2 Requirements for Record Documents. Contractor shall:

- 6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide Owner and A/E access to these documents.

- 6.2.2 Maintain this record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by Owner and its representatives and agents.
- 6.2.3 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.
- 6.2.4 Prior to requesting Substantial Completion inspection Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents.
- 6.2.5 Once determined acceptable by ODR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Supplementary General Conditions or Special Conditions.
- 6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.
- 6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or Owner.

Article 7. Construction Safety

- 71 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91- 596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to ODR and A/E prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.
- 72 Notices. Contractor shall provide notices as follows:
- 7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.
- 7.2.2 Coordinate the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDSs for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.
- 73 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.
- 7.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.
- 7.3.2 Give ODR and A/E prompt notice of all such events.
- 7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within seventy-two (72) hours of the emergency response event.
- 7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.

- 74 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify ODR and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care.
- 7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
- 7.4.2 Supply ODR and A/E with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide ODR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.
- 75 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify ODR immediately.
- 7.5.1 Bind all Subcontractors to the same duty.
- 7.5.2 Upon receiving such notice, ODR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, ODR will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.
- 7.5.3 Owner may hire third-party Contractors to perform any or all such steps.
- 7.5.4 Should compliance with ODR's instructions result in an increase in Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.
- 76 Trenching Plan. When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to ODR prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

Article 8. Quality Control

- 81 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.
- 82 Testing.
- 821 Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:
- 8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.
- 8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.
- 8.2.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.
- 8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.
- 822 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to ODR, A/E, and Contractor.
- 823 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:
- 8.2.3.1 Contractor selection and submission of the laboratory for Owner acceptance.
- 8.2.3.2 Acceptance by Owner of the quality and nature of tests.

- 8.2.3.3 All tests taken in the presence of A/E and/or ODR, or their representatives.
- 8.2.3.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.
- 8.2.3.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.
- 8.2.3.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which ODR determines appropriate, including complete removal and replacement of non-compliant work or material.

824 Notice of Testing. Contractor shall give ODR and A/E timely notice of its readiness and the date arranged so ODR and A/E may observe such inspection, testing, or approval.

825 Test Samples. Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with their Work Progress Schedule to avoid delay.

826 Covering Up Work. If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by ODR, uncover and recover the work at Contractor's expense.

83 Submittals.

831 Contractor's Submittals. Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by A/E and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.

8.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to ODR and A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by A/E and Owner. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.

8.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from A/E and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by A/E and ODR for review and approval. If re-submittal required, allow a minimum of an additional fifteen (15) days for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days' notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

8.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.

8.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

832 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any

deviation from the requirements of the Contract unless Contractor informs A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.

833 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to A/E and ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.

834 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

835 No Substitutions Without Approval. ODR and A/E may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, ODR and A/E will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by ODR and A/E when:

8.3.5.1 The Contract Documents do not require extensive revisions; and

8.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of A/E and do not result in an increase in cost to Owner; and

8.3.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:

83531 Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;

83532 The request directly relates to an "or-equal" clause or similar language in the Contract Documents;

- 83533 The request directly relates to a “product design standard” or “performance standard” clause in the Contract Documents;
- 83534 The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;
- 83535 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and ODR can approve the requested substitution;
- 83536 Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;
- 83537 Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or
- 83538 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

836 Unauthorized Substitutions at Contractor’s Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

841 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.4.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall not be required.

8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

8.4.1.3 Contractor shall include field mock-ups in their Work Progress Schedule and shall notify ODR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

85 Inspection During Construction.

851 Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner and its agents.

852 Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.

8.5.2.1 Should corrections of the Work be required for approval, Contractor shall not cover up corrected Work until Owner indicates approval.

8.5.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to ODR of the anticipated need for a cover-up inspection. Should ODR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

- 91 Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion in a reasonable time after Substantial Completion, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.
- 92 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion of the Work.
- 93 Work Progress Schedule. Refer to Supplementary General Conditions or Special Conditions for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to ODR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.
- 9.3.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.
- 9.3.1.1 Contractor shall re-submit initial schedule as required to address review comments from A/E and ODR until such schedule is accepted as the Baseline Schedule.
- 9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

- 9.3.2 Schedule Updates. Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to A/E and ODR as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to ODR and shall not be incorporated into the revised Baseline Schedule without ODR's consent.
- 9.3.3 The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.
- 933.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- 933.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- 933.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.
- 94 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten (10) percent total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.

95 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

9.5.1 If, in the judgment of Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

9.5.1.1 An increase in working forces.

9.5.1.2 An increase in equipment or tools.

9.5.1.3 An increase in hours of work or number of shifts.

9.5.1.4 Expedite delivery of materials.

9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 Within ten (10) days after such notice from ODR, Contractor shall notify ODR in writing of the specific measures taken and/or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should ODR deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with ODR's approval.

96 Modification of the Contract Time.

9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.6.2 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

9.6.2.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent Contractor from performing seven (7) continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m. Weather days are excusable delays. When weather conditions at

the site prevent work from proceeding, Contractor shall immediately notify ODR for confirmation of the conditions. At the end of each calendar month, submit to ODR and A/E a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by ODR, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a ULCO for fair and reasonable time extension.

9.6.2.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via change order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design, which A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by ODR or recommended by A/E and ordered by ODR.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

9.6.2.2.5 Suspension of Work for convenience of ODR, which prevents Contractor from completing the Work within the Contract Time.

9.6.3 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

- 98 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.
- 99 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.2.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.
- 9.9.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.
- 9.9.2 No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.
- 9.9.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:
- 9.9.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- 9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- 9.9.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.
- 9.9.4 Owner's Response. Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- 994.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- 994.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than fifteen (15) additional days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.
- 910 Failure to Complete Work Within the Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract Documents.
- 911 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.

Article 10. Payments

- 10.1 Schedule of Values. Contractor shall submit to ODR and A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.
- 10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by ODR, and submitted not less than twenty-one (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for general conditions, costs for preparing close out documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.
- 10.1.1.1 Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, general conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.
- 10.1.2 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal. Make the worksheets available to ODR at the time of Contract execution. Thereafter Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.
- 102 Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Supplementary General Conditions, Special Conditions, and certified by A/E. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.
- 102.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to A/E and ODR a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

- 102.1.1 Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values;
 - 102.1.2 An updated Work Progress Schedule including the executive summary and all required schedule reports;
 - 102.1.3 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.2.5.1;
 - 102.1.4 Such additional documentation as Owner may require as set forth in the Supplementary General Conditions or elsewhere in the Contract Documents; and
 - 102.1.5 Construction payment affidavit.
- 102.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, A/E and ODR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, ODR and A/E may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by A/E and/or ODR. Attach all additional documentation required by ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.
- 102.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness, and forward it to ODR. A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.
- 10.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by ODR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.

- 10.3.1 Payment for stored materials and/or equipment confirmed by Owner and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.
- 10.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions or Special Conditions. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Subchapter B.
 - 10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.
 - 10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release.
 - 10.3.2.3 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.
- 10.3.3 Price Reduction to Cover Loss. Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:
 - 10.3.3.1 Defective or incomplete Work not remedied;
 - 10.3.3.2 Damage to Work of a separate Contractor;
 - 10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;
 - 10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents;
 - 10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;
 - 10.3.3.6 Assessment of fines for violations of prevailing wage rate law; or
 - 10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.

10.3.4 Title to all material and Work covered by progress payments transfers to Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance, or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.

104 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

10.4.1 Upon Owner's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to Owner.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.

10.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.

105 Off-Site Storage. With prior approval by Owner and in the event, Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.

10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.

10.5.2 Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. Owner's inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

- 10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
 - 10.5.6 With each monthly payment estimate, submit a report to ODR and A/E listing the quantities of materials already paid for and still stored in the off-site location.
 - 10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.
 - 10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.
- 10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2255.022.
- 10.6.1 Contractor who receives a payment from a governmental entity shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date the vendor receives the payment.
 - 10.6.2 The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment.

Article 11. Changes

- 11.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.
- 11.1.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or ULCO, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.
- 11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov't Code, Chapter 2260.
- 11.1.3 Procedures for administration of Change Orders shall be established by Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.
- 11.1.4 No verbal order, verbal statement, or verbal direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.

- 11.15 Contractor agrees that Owner or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of Contractor. Further, Contractor agrees to include in all its subcontracts a provision to the effect that Subcontractor agrees that Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from the Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.
- 11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted as provided in the Supplementary General Conditions or Special Conditions or as agreed to by the parties and incorporated into a Change Order.
- 11.3 Claims for Additional Costs.
- 11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give Owner and A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but in any case, before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.
- 11.3.2 If Contractor claims that additional cost is involved because of, but not limited to, 1) any written interpretation of the Contract Documents, 2) any order by Owner to stop the Work pursuant to Article 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.
- 11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case,

Owner may choose to let a separate Contract for the corrective Work, or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by Owner.

- 11.4 Minor Changes. A/E, with concurrence of ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.
- 11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, ODR and A/E shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of ODR.
- 11.6 Extension of Time. All changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.
- 11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.
 - 11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications between Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by A/E and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.
 - 11.7.2 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established

Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

- 11.73 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 11.74 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.
- 11.75 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to ODR.
- 11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.
 - 11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages paid for labor, plus the total cost of State and Federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined.

Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first \$10,000 of value for self-performed work or portion thereof, ten (10) percent for the second \$10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds \$20,000.
 - 11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost

Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first \$10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second \$10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding \$20,000.

- 11.83 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.
- 11.84 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price.
- 11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.
 - 11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.
- 11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues regarding that change are final and not subject to adjustment.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

12.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion Inspection. Owner and its representatives will review the list of items and schedule the requested inspection, or inform Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor's list.

12.1.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.

12.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, ODR, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by ODR or their delegate. If ODR determines that the Work is Substantially Complete, ODR will issue a Certificate of Substantial Completion to be signed by A/E, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. A/E will provide with this certificate a list of Punchlist items (the pre-final Punchlist) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.

- 1212 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E and Contractor will inspect the Work. A/E will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.
- 1212.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and ODR in writing stating the disposition of each final Punchlist item. A/E, Owner, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.
- 1213 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.
- 1214 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punchlist items or failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of Owner's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.
- 1215 Additional Inspections.
- 1215.1 If Owner's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, ODR or A/E will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of

incomplete or defective work acceptable to ODR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.

12.152 If Owner's inspection team determines that the Work is not complete at the final inspection, ODR or A/E will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to ODR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.

12.153 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punchlist items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a ULCO deducting these costs from Final Payment. Upon Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

12.16 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 Owner's Right of Occupancy. Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, ODR will notify Contractor in writing and identify responsibilities for security and maintenance Work performed on the premises by third parties on Owner's behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to occupied areas of the Project.

12.3 Acceptance and Payment

- 1231 Request for Final Payment. Following the certified completion of all work, including all final Punchlist items, cleanup, and the delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and ODR for review and approval.
- 1232 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, after payment from Owner or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.
- 1233 Architect/Engineer Approval. A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to Owner.
- 1234 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a ULCO as may be applicable.
- 1235 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

- 1236 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:
- 1236.1 Faulty or defective Work appearing after Substantial Completion (latent defects);
 - 1236.2 Failure of the Work to comply with the requirements of the Contract Documents;
 - 1236.3 Terms of any warranties required by the Contract, or implied by law; or
 - 1236.4 Claims arising from personal injury or property damage to third parties.
- 1237 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to ODR prior to the application for Final Payment.
- 1238 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

Article 13. Warranty and Guarantee

- 131 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.
- 132 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within two years from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.
- 133 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 133.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.
- 133.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.
- 134 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- 134.1 Observations by Owner and/or A/E;
- 134.2 Recommendation to pay any progress or final payment by A/E;
- 134.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

- 1344 Use or occupancy of the Work or any part thereof by Owner;
- 1345 Any acceptance by Owner or any failure to do so;
- 1346 Any review of a Shop Drawing or sample submittal; or
- 1347 Any inspection, test or approval by others.
- 135 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. ODR will certify the date of service commencement in the Substantial Completion certificate.
- 135.1 In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
- 135.2 Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.
- 136 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.
- 137 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA– 40 C.F.R. § 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment.

Article 14. Suspension and Termination

- 14.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.
- 14.1.1 Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.
- 14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.
- 14.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.
- 14.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. Owner will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is an excusable delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.
- 14.3 Termination by Owner for Cause.
- 14.3.1 Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

- 143.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;
 - 143.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including ODR;
 - 143.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;
 - 143.1.4 Failure to remedy defective work condemned by ODR;
 - 143.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;
 - 143.1.6 Persistent endangerment to the safety of labor or of the Work;
 - 143.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;
 - 143.1.8 Any material breach of the Contract; or
 - 143.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.
- 14.3.2 Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
- 14.3.3 Should Owner decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.
- 14.3.4 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of time.
- 14.3.5 If Contractor or its surety fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

- 14351 This amount includes the cost of additional Owner costs such as A/E services, other consultants, and contract administration.
 - 14352 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.
 - 14353 This obligation for payment survives the termination of the Contract.
 - 14354 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.
- 144 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.
- 145 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:
- 145.1 Owner will immediately notify Contractor and A/E in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
 - 145.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - 14521 Stop all work.
 - 14522 Place no further subcontracts or orders for materials or services.
 - 14523 Terminate all subcontracts for convenience.
 - 14524 Cancel all materials and equipment orders as applicable.
 - 14525 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

- 14.5.3 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.
- 14.6 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to ODR, terminate the Contract and recover from Owner payment for all Work executed, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.
- 14.7 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, Owner may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

Article 15. Dispute Resolution

- 151 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the Uniform General Conditions, Supplementary Conditions, or Special Conditions of the Contract.
- 152 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.
- 153 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.
- 154 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

Article 16. Miscellaneous

- 16.1 Supplementary General and Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General and Special Conditions as described below:
- 16.1.1 Supplementary General Conditions may describe the standard procedures and requirements of contract administration followed by a contracting agency of the State. Supplementary General Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary General Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.
- 16.1.2 Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.
- 16.2 Federally Funded Projects. On Federally funded projects, Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Owner of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.
- 16.3 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers or payment requests and processing, amendment, Change Orders and other administrative activities.
- 16.3.1 Accessibility and Administration.
- 16.3.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.
- 16.3.1.2 Owner shall administer the software.
- 16.3.2 Training. When used, Owner shall provide training to the Project team members.

End of General Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER B: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER C: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C: Continental Casualty Company	20443	INSURER D: The Continental Insurance Company	35289	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Illinois Union Insurance Company	27960														
INSURER B: National Union Fire Ins Co of Pittsburgh	19445														
INSURER C: Continental Casualty Company	20443														
INSURER D: The Continental Insurance Company	35289														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570118431944 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			5361923	07/01/2025	07/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td>Per Project Aggregate</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$10,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000	Per Project Aggregate	\$2,000,000
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																				
MED EXP (Any one person)	\$10,000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$10,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
Per Project Aggregate	\$2,000,000																				
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BUA 8035054496	10/31/2025	10/31/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)							
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																				
BODILY INJURY (Per person)																					
BODILY INJURY (Per accident)																					
PROPERTY DAMAGE (Per accident)																					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE											
EACH OCCURRENCE																					
AGGREGATE																					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC8035065529 AOS WC8035054501 CA	10/31/2025	10/31/2026	<table><tr><td>☒ PER STATUTE</td><td>☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE	☐ OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000		
☒ PER STATUTE	☐ OTHER																				
E.L. EACH ACCIDENT		\$1,000,000																			
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																			
E.L. DISEASE-POLICY LIMIT		\$1,000,000																			
B	Architects & Engineers Professional			060790076 CLAIMS MADE	06/30/2025	06/30/2026	<table><tr><td>Each Claim</td><td>\$1,000,000</td></tr><tr><td>Policy Aggregate</td><td>\$1,000,000</td></tr></table>	Each Claim	\$1,000,000	Policy Aggregate	\$1,000,000										
Each Claim	\$1,000,000																				
Policy Aggregate	\$1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Individual Project Order for the Surveying Services of CR 137 at FM 1660, Project Number: CIP T05 2023, Professional Services Agreement, Material Testing Services. City of Hutto, its officers, officials, employees, volunteers and elected representatives and Subcontractors are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Hutto in accordance with the policy provisions of the General Liability, Automobile Liability, workers' Compensation and Professional Liability policies. The General Liability

CERTIFICATE HOLDER City of Hutto Attn: City Engineer 500 West Live Oak Hutto TX 78634 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
--	---

©1988-2015 ACORD CORPORATION. All rights reserved

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Number: 570118431944			
CARRIER See Certificate Number: 570118431944	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

policy evidenced herein includes Contractual Liability. The General Liability policy does not exclude XCU. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PARTIES CONTRACTED FOR ADDITIONAL INSURED STATUS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
PARTIES CONTRACTED FOR ADDITIONAL INSURED STATUS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: INTEGA INC

Endorsement Effective Date: 10/31/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

As Required in contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 29; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 8035054496

Policy Effective Date: 10/31/2025

Policy Page: 131 of 258

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2025

forms a part of Policy No. 536-19-23

issued to INTEGA, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative



NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

30 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	Blanket
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

30

2. Name and Address of Person or Organization:

Blanket
No Specific
If Any, TX 99998

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2025

forms a part of Policy No. 536-19-23

issued to INTEGA, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

☒ Per Project General Aggregate Limit	\$ 2,000,000
☐ Per Location General Aggregate Limit	\$
☐ Per Project and Per Location General Aggregate Limit	\$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

- II. **SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:
 - a. Damages under Coverage **A**;
 - b. Damages under Coverage **B**; and
 - c. Medical Expenses under Coverage **C**

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:
 - a. Damages under Coverage **A**;
 - b. Damages under Coverage **B**; and
 - c. Medical expenses under Coverage **C**

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to	\$ 100,000
Medical Expense Limit	\$ 10,000
Per Project General Aggregate Limit, Per Location	\$ 2,000,000
General Aggregate Limit or Per	
Project and Per Location General Aggregate Limit	

IV. **SECTION V - DEFINITIONS**, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Raba Kistner, Inc.
San Antonio, TX United States

Certificate Number:
2026-1431648

Date Filed:
03/11/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CIP T05 2023
CR 137 at FM 1660

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kiwa Limited Group	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

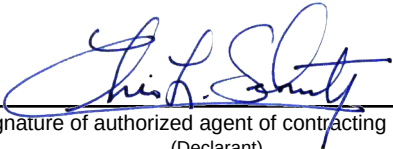
6 UNSWORN DECLARATION

My name is Chris L. Schultz, PE, and my date of birth is .

My address is 12821 W. Golden Lane, San Antonio, TX, 78249, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 11th day of March, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT

10.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-080 authorizing the City Manager to execute an amended water service disconnection agreement with Manville Water Supply Corporation. (Alberta Barrett)
Meeting: Thursday, April 2, 2026
Department: Finance /
Staff Contact: Alberta Barrett

ITEM SUMMARY:

Manville currently performs utility disconnect and reconnection services. Staff has negotiated revisions to clarify procedures, formalize existing practices not previously included in the agreement, updated service timelines, and revised compensation terms.

Summary of Proposed Changes

Section 2 – Service Procedures & Compensation

- Disconnect list submission deadline was revised from 2:00 PM to 12:00 PM.
- Require copies of disconnect notices provided to customers prior to service disconnection.
- Manville will review submitted disconnect lists and remove accounts that are already locked or inactive; the City will not be charged for these accounts
- Manville may elect not to perform monthly disconnect services if the City fails to submit the disconnect list by the required deadline.
- Reconnection requests received by 2:30 PM will be completed the same day; requests received after 2:30 PM will be completed the next business day.
- Addition of a \$500 monthly administration and subscription fee, payable by the first of each month.
- Increase in disconnection fee from \$50 to \$100 per disconnect.

Section 3 – Reporting & Operational Provisions

- Formal inclusion of reporting lists currently provided but not included in the existing contract.
- Documentation of the current operational limit of 15 disconnects per month.
- Clarification that disconnect may not be performed during extreme circumstances.
- Addition of Winter Averaging data reporting.

AGENDA ITEM REPORT

10.4.



- Addition of Consumption Reports.

;

FISCAL NOTES:

Staff has included the effects of this agreement in the proposed mid-year budget amendments. If this agreement and the budget amendment is approved, it will have the following budgetary impact:

Utility Fund (50)
Account Number: 50-020-010-6444
Account Name: Disconnect Services
Amended Budget Amount: \$22,100
Amount Available: \$19,500
Amount Requested: \$8,750
Amount Remaining: \$10,750

ATTACHMENTS:

1. Proposed R-2026-XXX amending disconnect agreement with Manville
2. Manville Agreement- Signed
3. Manville Agreement - Original

RESOLUTION NO. R-2026-XXX

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDED WATER SERVICE DISCONNECTION
AGREEMENT WITH MANVILLE WATER SUPPLY
CORPORATION; PROVIDING PROPER NOTICE AND
MEETING, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto entered into an agreement with Manville Water Supply Corporation (Manville) for water disconnect services in 2003; and

WHEREAS, The City of Hutto and Manville agreement was amended in 2014 to clearly define expectations of both parties; and

WHEREAS, Manville desires to amend the current agreement to revise disconnect and reconnect timelines, fees, and administrative reporting; and

WHEREAS, the City accepts the proposed changes 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: That the Hutto City Council hereby approves and authorizes the City Manager to execute the water service disconnection agreement with Manville Water Supply Corporation.

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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on

the 2nd day of April, 2026, on a vote of ____ AYES; ____ NAYS; and ____
ABSTENTIONS.

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

WATER SERVICE DISCONNECTION AGREEMENT

This Water Service Disconnection Agreement (the “**Agreement**”) is made and entered into by and between MANVILLE WATER SUPPLY CORPORATION, a non-profit, member-owned corporation, created and operating pursuant to Chapters 49 and 67, Texas Water Code (“**Manville**”) and the CITY OF HUTTO, TEXAS, a Texas home-rule municipality (the “**City**”). Manville and Hutto are herein referred to as the “**Parties**” to this Agreement. This Agreement is effective as of the date it is last executed by the Parties (the “**Effective Date**”), as evidenced by the signature pages below.

RECITALS

A. Manville provides retail water utility service within its certificated area of service, as established by the Public Utility Commission of Texas (“**PUC**”) or its predecessor under Water Certificate of Convenience No. 11144 (“**Manville’s CCN**”).

B. Manville’s CCN includes areas located within the City’s corporate boundaries and extraterritorial jurisdiction, where the City provides retail wastewater utility service (collectively, the “**Disconnection Service Area**”).

C. Under this Agreement, Manville will disconnect water service (“**Disconnection(s)**”) for Manville’s and the City’s mutual customers (“**Mutual Customers**”) whose connections lie within the Disconnection Service Area, due to such customers’ failure to pay amounts due to the City or establish wastewater service with the City, as represented by the City to Manville (“**Customers to be Disconnected**”), all as permitted under applicable law.

D. Manville and the City entered into that certain Billing Agreement pursuant to Rule 30 TAC 291.88, made effective June 5, 2014 (“**Former Billing Agreement**”), under which the Parties agreed to certain terms, conditions, duties and responsibilities that were similar to those provided under this Agreement. The Parties acknowledge that former Rule 30 TAC 291.88 has been recodified as PUC Rule 16 TAC 24.167, and it does not apply to either Manville as a water supply corporation, nor the City as a municipal utility, as provided and defined therein. The Parties enter into this Agreement accordingly.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1 The preceding recitals are incorporated as part of this Agreement, for all purposes.

Section 2 In addition to other provisions of this Agreement, the City will perform its obligations to Manville, as described under this section.

- (a) Full List of Mutual Customers. Upon the Effective Date, the City shall provide Manville with an initial list of all of the City's wastewater customers and addresses that lie within the Joint Service Area.
- (b) Disconnection List.
 - (1) Not later than 12:00 p.m. (noon) on the immediately preceding Business Day (as defined in Section 13 below) prior to the third Wednesday of each month, the City shall provide Manville with:
 - (i) A list of Customers to be Disconnected ("***Disconnection List***");
 - (ii) "Door hangers" for Manville to leave on the front doors of Customers to be Disconnected, after Manville performs the Services. If Manville is unable to access the front door of any Customer to be Disconnected, Manville will leave door hangers in a reasonably accessible, prominent location; and
 - (iii) The most recent written notice the City delivered to such Customers to be Disconnected, notifying them that their wastewater accounts are overdue and that they may be disconnected for nonpayment thereof.
 - (2) Before performing Disconnections for any given month, Manville shall review the Disconnection List and remove from it any Mutual Customers whose accounts are at that time disconnected or locked. Manville will not charge or bill the City for Mutual Customers Manville removes from the list. (By way of example only, under the fees described under Section 2(d)(2) below, if the City submits 15 Mutual Customers to Manville for Disconnection in a given month, and Manville determines 5 are at that time disconnected, Manville will only bill the City for the remaining 10 Mutual Customers, for a total of \$1,000.00, excluding any other applicable fees provided under this Agreement.)
 - (3) If during any month, the City fails to provide Manville with any information or compensation described within this Section 2 for any Customer(s) to be Disconnected, Manville may, in its sole discretion, elect not to perform Disconnection Services for that month. In such event, the City must submit a new Disconnection List to Manville for the following month. Manville will accept no substitutions for Customers to be Disconnected after the deadline in Section 2(b)(1) has passed.
- (c) Reconnection of Service. In the event the City requests that Manville reconnect service for a Mutual Customer, Manville will do so, provided that the City must provide all reconnection requests to Manville not later than 2:30 p.m. of that Business Day. If Manville does not receive a reconnection

request by that time, Manville will reconnect service the following Business Day.

- (d) Compensation. The fees assessed to the City under this Section 2(d) shall be non-refundable. As compensation for Manville's performing Disconnections, the City shall pay Manville:

- (1) An administration and subscription fee of \$500.00 ("***Subscription Fee***"), per month, payable by the City to Manville not later than 5:00 p.m. on the first (1st) day of each month, regardless of whether the City requests Disconnections, Consumption Reports (as defined in Section 3(g) below) or any other service under this Agreement;

- (2) A disconnection fee of \$100.00 per Mutual Customer that the City requests Manville to disconnect, which the City shall remit to Manville not later than 3:00 p.m. on the same Business Day the City submits to Manville the list of Customers to be Disconnected.

Section 3 Manville's Obligations; Limitations; Provision of Additional Services. In addition to other provisions of this Agreement, Manville will perform its obligations to the City, as described under this section.

- (a) New Mutual Customers. Manville will notify the City of any new Mutual Customers for whom Manville begins providing water service. The Subscription Fee shall constitute compensation from the City to Manville for Manville's provision of a list of new Mutual Customers under this Section 3(a).
- (b) Disconnections. On the third Wednesday of each month, Manville will disconnect water service to Customers to be Disconnected in accordance with Manville's duly adopted practices and this Agreement.
- (c) Limit on Number of Disconnections. Notwithstanding any other provision of this Agreement, Manville will perform no more than 15 Disconnections for the City per calendar month.
- (d) No Disconnections Due to Inclement Weather, Shortage in Personnel, Other Reasons. Manville expressly retains sole discretion to reschedule (or, in extreme circumstances, cancel) Disconnections due to weather or other Force Majeure (as defined in Section 6 below) conditions that could endanger the life or property of any person or Party.
- (e) No Collection of Payments from Mutual Customers. Under no circumstances will Manville accept payment from Mutual Customers, or any others, for unpaid bills of any kind due to the City.

- (f) Winter Averaging. Upon written request from the City to Manville not later than November 1 of each year, Manville will, from December 1 through February 28 (February 29 on leap years), perform winter averaging for Mutual Customers' accounts. Manville will provide the City with a report on such averages not later than March 15 of the same year. The Subscription Fee shall constitute compensation from the City to Manville for Manville's provision of services under this Subsection 3(f).
- (g) Consumption Reports. Upon written request from the City, Manville will provide the City with monthly water service consumption reports for any Mutual Customer (collectively, "**Consumption Report(s)**"). The City shall (i) submit the list of Mutual Customers in a format determined by Manville, and (ii) submit payment to Manville upon Manville's submission of an invoice to the City for services under this Section 3(g). Manville will not provide Consumption Reports before receiving compensation for such service. Manville will provide Consumption Reports within five (5) Business Days of receiving payment from the City. Compensation for Manville providing Consumption Reports shall be based on the number of Mutual Customers for which the City requests a Consumption Report, under the following fee tiers:
- (1) 1-10 Mutual Customers: \$30.00;
 - (2) 11-20 Mutual Customers: \$75.00;
 - (3) For more than 20 Mutual Customers, Manville will determine reasonable compensation, which shall not be less than the amount indicated in Section 3(g)(2) above.

Section 4 Right to Audit. Each Party reserves the right to audit, or hire an independent third party to audit, the other Party's records, internal controls, and processes solely regarding Disconnections performed under this Agreement. The Party requesting such audit shall be at that Party's sole expense.

Section 5 Termination.

(a) Notice; Final Compensation. This Agreement may be terminated by either Party, with or without cause, upon no less than 60 days' prior written notice to the other Party. In the event of termination, the City will compensate Manville for any services and expenses owed to Manville pursuant to this Agreement.

(b) Return of the City's Property. Upon termination of this Agreement for any reason, to the extent Manville maintains any records or other property relating to the City's customers within the Joint Service Area, Manville will relinquish such information to the City's designated representative. Manville shall do so without undue delay but within a reasonable amount of time.

Section 6 Force Majeure. The obligations of either Party to perform under this Agreement will be excused during each period of delay caused by acts of God, pandemic, war

or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the Party obligated to perform and prevents such Party from performing ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall (i) promptly notify the other Party in writing of such Force Majeure Event and its expected duration; and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible.

Section 7 Authority to Contract. Each Party represents and warrants to the other Party that the following are true, accurate and complete as of the Effective Date:

- (1) The Party has full right and authority to enter into this Agreement and to consummate the transaction described in this Agreement;
- (2) This Agreement constitutes the valid and legally binding obligations of the Party and is enforceable against the Party in accordance with its terms.

Section 8 Assignment. This Agreement is binding upon and inures to the benefit of the Parties, their successors, and assigns. This Agreement may not be assigned by either Party without prior written approval by the other Party.

Section 9 Waiver by Written Agreement. The Parties may waive any of the conditions contained herein or any of the obligations of the Party hereunder, but any such waiver will be effective only if in writing and signed by the authorized representative of the Party waiving such conditions or obligations.

Section 10 Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. Representations, warranties, covenants, agreements, or conditions that are not expressed in this Agreement will not be binding upon the Parties.

Section 11 Severability. If any provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, that provision will be considered severed from this Agreement and the remainder of this Agreement will not be affected. In such case, the Parties will adhere to this Agreement closely as is reasonably possible.

Section 12 Counterpart Execution. To facilitate execution, this Agreement may be executed in multiple counterparts. All counterparts will collectively constitute a single instrument.

Section 13 Business Day. Under this Agreement, a "***Business Day***" is any day other than a Saturday, Sunday, or state or federal holiday. If the date upon which any duty or obligation must be performed occurs on a day other than a Business Day, then the

due date for performance of that duty or obligation will be automatically extended to the next Business Day.

Section 14 Governing Law and Forum. This Agreement will be construed under and in accordance with the law of the State of Texas. All of the obligations contained in this Agreement are performable in Williamson County, Texas.

Section 15 Authorized Representatives and Addresses. Any deliveries made or notices required under this Agreement will be effective on the date of delivery if forwarded to a Party by hand-delivery to the address of the Party indicated below. Written notices given under this Agreement will be effective on the date of actual receipt if: (i) forwarded to a Party by hand-delivery to the address of the Party indicated below; (ii) transmitted to a Party by confirmed telecopy to the address of the Party indicated below; (iii) deposited with the U.S. Postal Service, postage prepaid, to the address of the Party indicated below; or (iv) by email to the address indicated below. The authorized representatives on the date of execution of this agreement include the individuals listed below. Either Party may notify the other Party of changes in address or authorized representatives by written notice given in accordance with this Agreement.

Manville: Manville Water Supply Corporation
Attn: General Manager
P.O. Box 248
Coupland, Texas 78615
eprinz@manvillewsc.org and
customerservice@manvillewsc.org.

With copy to: Manville Water Supply Corporation
c/o ZTE Law, PC
2900 W. Anderson Lane
Ste. C-200, No. 354
Austin, Texas 78757
zac@ztevanslaw.com

The City: City of Hutto, Texas
Attn: City Manager

Telephone: (512) 759-4015
Email: James.Earp@HuttoTX.gov

With copy to: Bojorquez Law Firm
11675 Jollyville Road, Suite 300
Austin, TX 78759

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

[Execution pages follow.]

MANVILLE WATER SUPPLY CORPORATION

By: 
Erik Prinz, General Manager

Date: 3/24/2026

ATTEST:

By: 
Rexanne Pilkenton, Assistant General Manager

Date: 3/24/2026

CITY OF HUTTO, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____
Date: _____

BILLING AGREEMENT PURSUANT

TO RULE 30 TAC 291.88

This is a Billing Agreement pursuant to Rule 30 TAC 291.88 ("Agreement") entered into by and between Manville Water Supply Corporation ("Manville") and the City of Hutto, Texas ("City"), on the date hereinafter set forth for the mutual promises herein contained and other good and valuable consideration, the receipt of which is acknowledged by the respective parties.

1. Sewer Bills. From time to time, one or more City retail sewer customers may have past due accounts. Pursuant to TCEQ regulation, Manville may be obligated to discontinue retail water service in aid to the collection of those accounts by the sewer utility. The City will provide to Manville, on the third Tuesday of the month by 2:00 P.M., a "Final Lock List" which includes the names, addresses and other pertinent information for each past due account, including a preprinted disconnect notice ("Notice") that complies with the requirements of Title 30 TAC 291, Subchapter E, §291.88 ("§291.88") for such notices. The past due accounts identified on the Final Lock List sent to Manville for that month are referred to below as the "Delinquent Accounts." To the extent mandated by §291.88, the City will send the Notice to each of the Delinquent Accounts, and will certify to Manville that such Delinquent Accounts have not paid all past due charges to the City, and that all notices preliminary to disconnection of service have been issued.
2. Payment to Manville. The City shall, upon presentation of its Final Lock List, pay to Manville for its disconnect and reconnect services, the sum of \$50.00 for each delinquent account referred for final disconnection.
3. Disconnect. On the third Wednesday of the month, Manville agrees to go to the residence of each Delinquent Account, leave the City's Notice and then cut off the water, that is, terminate water service to each Delinquent Account for which the City has paid the disconnect fee to Manville as required by paragraph 2 above.
4. Applicability. This Agreement shall apply only to the City's sewer customers to whom Manville provides retail water service. It is specifically agreed that Manville and the City are independent contractors and have no other relationship, and that the services provided by Manville under this agreement are those that may be mandated by TCEQ.
5. Disputes. If any Delinquent Account disputes any charges shown on the City bill or claims any other problem relating to sewer service, Manville has no obligation to solve that dispute or problem, but instead Manville shall refer that customer to the City and its designated representative, the City's Utility Billing Department. Manville will resume water service for that Delinquent Account until the dispute is resolved.
6. Payment. Manville will not accept or receive customer payment of the City's sewer bills. The City will place in effect a system or mechanism by which it will receive payment from its delinquent sewer customers. Thereafter, the City will by written notice, certify to Manville that the account is paid, and Manville will resume water service in accordance with its own policies.

for reconnection of service. The written notification must be received by 4:00 P.M. to ensure the same day reactivation of service.

7. Customer Contact. Manville will not deal directly with the City's sewer customers with regard to this service, but will channel all communications through the City of Hutto.

8. Termination. This agreement may be terminated by either party upon sixty (60) days written notice to the other party.

9. Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Manville and the City and executed by the duly authorized representative of each.

10. Notices. Until changed by written notice, any notice required under this Agreement may be given to the respective parties by certified mail, postage prepaid, or by hand-delivery to the address of the other party shown below:

Manville:
Manville Water Supply Corporation
P.O. Box 248
Coupland, Texas 78615

Hutto:
City of Hutto
401 W. Front Street
Hutto, Texas 78634

Entered into this 5 day of JUNE, 2014.

Manville Water Supply Corporation

By: Tony Graf

Name: TONY GRAF

Title: GEN MANAGER

City of Hutto, Texas

By: Karen Daly

Name: Karen Daly

Title: City Manager

AGENDA ITEM REPORT

10.5.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2026-081 authorizing participation in PACE (Purchasing Association of Cooperative Entities) Purchasing Cooperative for future purchases of goods and services. (Alberta Barrett)
Meeting: Thursday, April 2, 2026
Department: Finance /
Staff Contact: Alberta Barrett, Sabrina Manning

ITEM SUMMARY:

This item is included in the Strategic Plan under Collaborating for Operational Efficiency Pillar and Collaborating with regional partners Objective. Additionally, finance and purchasing are always looking for ways to save the city money by shopping competitively.

PACE welcomes public and government entities, including cities like Hutto, to participate in their cooperative for greater efficiency and economy in acquiring goods and services. Maintains credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices

FISCAL NOTES:

There is no cost to the City to participate in this cooperative.

ATTACHMENTS:

1. PACE Cooperative Purchasing Agreement for Texas
2. PACE Cooperative

PACE Cooperative Purchasing Agreement for Texas

This PACE Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all PACE vendors, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by PACE and the Member Agency that:

1. PACE will Provide organizational and administrative structure of PACE. Provide Administrative and Support Staff necessary for efficient operation of PACE. Provide marketing of the PACE to expand membership, awarded contracts and commodity categories. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures. Maintain filing system for all competitive bidding procedure requirements. Provide Reports as requested.
2. PACE member agency will Commit to participate in PACE. Designate a Primary Contact for the entity to be responsible for promoting PACE within the organization. Commit to purchase products and services from PACE Vendor Awarded Contracts when in the best interest of the entity. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures. Pay Awarded Vendors in a timely manner for all goods and services received. Report any vendor issues that may arise to the PACE Cooperative Contact.
3. PACE member agency agrees to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the county in which the administrative offices of Education Service Center, Region 20 are located which is Bexar County, Texas.
5. It is the responsibility of the Entity purchasing from PACE Purchasing Cooperative awarded vendors to insure that the respective State purchasing laws are being followed.
6. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms and it may not be modified in any manner without the express written consent of the Parties.
7. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the reminder of the provisions of this Agreement shall remain in full force and effect.
8. Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to the nonbinding mediation.
9. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Resolution

Pease send a signed Resolution to: Education Service Center, Region 20, Attention: PACE Coop/Jim Metzger, 1314 Hines Avenue, San Antonio, TX 78208 or e-mail to jim.metzger@esc20.net.

Current vendors

- ACE Sports
- Adorama
- AHI Enterprises
- Apple Inc.
- Armstrong Mechanical Co.
- Aztec Software
- Belfor USA Group
- Binyod LLC
- Brook Mays Music Company
- Capstone
- CASO Document Management
- CCS Presentation Systems
- CDW Government LLC
- Chuck Levin's Washington Music Center
- Central Technologies
- Complete Book & Media Supply, LLC.
- Dahill Office Technology Corporation
- Daktronics
- Discount School Supply
- ECM Today!
- FlipLok
- Fun & Function
- Gunn Automotive
- Heartland Play
- H-E-B
- Higginbotham Public Sector
- iT1 Source
- Just Right Reader
- Kaplan
- Knight Office Solutions
- Lakeshore Learning Materials
- Lennox Industries, Inc.
- Maxi Aids
- McLemore Building Maintenance
- Medicaleshop Inc.
- Microshare
- MTech - Mechanical Technical Services, Inc.
- Music and Arts
- New School Hero (CellockED)
- OVOL USA/Bosworth/Western BRW
- Primary Arms LLC
- RAE Security
- Republic Services, Inc.
- Rescue Cooling Rentals
- Riddell/All American Sports Corp
- Sam's Club
- Sames Ford
- School Nurse Supply
- SHI Government Solutions
- Sunsational Solutions
- TD Industries
- Teacher's Discovery
- Texas Custom Signs
- Veregy LLC
- Wayfair Inc.
- White Rock Cybersecurity
- Basic IDIQ, Inc.
- Collier Construction
- ESA Construction, Inc.
- G2 General Contractors
- Henthorn Commercial Construction, LLC
- LMC Corporation
- Mid-Tex of Midland
- Novium Group LLC
- SpawGlass Contractors, Inc.
- Valla Construction Inc.

RESOLUTION NO. R-2026-xxx

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS
AUTHORIZING PARTICIPATION IN PACE
PURCHASING COOPERATIVE, ORGANIZED AND
ADMINISTERED BY THE EDUCATION SERVICE
CENTER, REGION 20, FOR THE PROCUREMENT OF
GOODS AND SERVICES**

WHEREAS, it is the intent of the CITY OF HUTTO to join and participate in the PACE Purchasing Cooperative, being organized and administered by the Education Service Center, Region 20.

WHEREAS, authority for this commitment is authorized by Article 791.011 Interlocal Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

BE IT RESOVLED, that **THE CITY OF HUTTO** City Council hereby joins in and elects to participate in the PACE Purchasing Cooperative being organized and administered by the Education Service Center, Region 20 and recognizes that there will be no fee for participation.

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

The **City Manager** shall be authorized to execute such documents as are appropriate and necessary to implement the Entity's participation in said PACE Purchasing Cooperative.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 6th day of November, 2025, on a vote of ___ AYES; ___ NAYS; and ___ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

AGENDA ITEM REPORT

10.6.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2026-014 amending the budget for the fiscal year of October 1, 2025 through September 30, 2026.
(Alberta Barrett)
Meeting: Thursday, April 2, 2026
Department: Finance /
Staff Contact:

ITEM SUMMARY:

The City presents two routine budget amendments to Council per year: the mid-year budget amendments and the end-of-year budget amendments. The FY 2026 mid-year budget amendments are being brought to Council at the April 2nd, 2026 Council meeting.

The mid-year amendments reflect updated revenue and expenditure projections based on actual activity through the first half of the fiscal year. Adjustments to revenues in the General Fund are primarily driven by an increase in property tax revenues based on actual receipts, partially offset by reductions in sales tax and permits and licenses. A small increase in other revenues reflects funds received from the Hutto Public Library Friends.

Adjustments to General Fund expenditures are largely the result of salary savings from vacancies across multiple departments, with personnel budgets amended to align with actual payroll activity. Partially offsetting these savings are increases in the City Secretary department related to election services for an anticipated runoff expenditure, and increases to Park and Recreation for equipment related to parks events. A transfer to the General Capital Replacement Fund is also included to fund the purchase of LiDAR.

Amendments to the Utility Fund reflect increased revenues from water, wastewater, and late fees based on the rates adopted by Council in October, along with expenditure adjustments for meter change-outs, overtime, and contracted services in Public Works Operations.

The Economic Development Corporation fund is amended to reflect the proposed funding agreement for the CR 137/FM 1660 project, including updated loan principal, interest, and financing charge estimates.

Capital project funds across the GO and CO bond series are amended to reflect prior-year actual balances and authorize spending on projects with activity underway, including various roadway, drainage, and utility infrastructure projects. The Series 2024 CO Fund reflects the largest single amendment, incorporating project budgets for multiple wastewater capital improvement projects totaling approximately \$49 million mainly related to the South Wastewater Treatment Plant expansion

AGENDA ITEM REPORT

10.6.



and the Southeast Loop Wastewater Interceptor.

Amendments to the Public Improvement District funds reflect attorney fees and administrative expenses associated with PID formation and bond issuance activity across several districts, including Gateway (Wolfe Tract), Limmer Square (Pearl Estates), Stromberg, Prairie Winds (Liddel Walker), and Cottonwood Creek.

FISCAL NOTES:

FISCAL NOTES

The FY 2026 mid-year budget amendments result in a net decrease to General Fund revenues of (\$371,729) and a net decrease to General Fund expenditures of (\$339,022), for a net decrease to the General Fund balance of (\$32,707). Following this amendment, the General Fund is projected to end the fiscal year with an ending fund balance of \$10,920,075, which exceeds the 25% reserve requirement of \$8,771,762.

The Utility Fund reflects a net increase in revenues of \$3,192,454 and a net increase in expenditures of \$553,102, improving the fund's net position by \$2,639,352. The Utility Fund is projected to end the year with an ending fund balance of \$13,613,890 against a reserve requirement of \$10,007,066.

The Economic Development Corporation fund reflects a net increase in revenues of \$11,258,108 and a net increase in expenditures of \$3,195,008, for a net increase of \$8,063,100. The fund is projected to end the year with an ending fund balance of \$42,951,021.

Amendments to capital project funds are non-recurring in nature and reflect the appropriation of prior-year fund balances and bond proceeds for active capital projects. These amendments do not impact operating fund balances.

Amendments to the Public Improvement District funds are self-balancing where revenues are present, or represent expenditure authority for administrative and legal costs funded by existing PID balances. Net impacts to individual PID fund balances are reflected in the attached schedules.

ATTACHMENTS:

1. Ordinance - Budget Amend 4-2-26
2. FY26 Mid Year Amendments FINAL

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR CERTAIN EXPENDITURES IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PLACING ADDITIONAL RESTRICTIONS ON SAID FUNDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (the "City"), is a duly constituted home-rule municipality and, as such, is authorized to; and

WHEREAS, the City Council for the City of Hutto, Texas, adopted the City's Fiscal Year 2025-2026 Budget in September of 2025; and

WHEREAS, pursuant to Texas Local Government Code Section 102.010, the City Council has determined that it is necessary to amend the City's Fiscal Year 2025-2026 Budget, and that the budget amendment serves a municipal purpose; and

WHEREAS, after adoption of the budget, the City Council may by ordinance make certain amendments to the budget pursuant to Section 8.07 of the City of Hutto Home Rule Charter; and

WHEREAS, pursuant to Section 8.07(a) of the City of Hutto Home Rule Charter, after adoption of the budget, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the budget, the City Council may by ordinance make supplemental appropriations for the year up to the amount of such excess; and

WHEREAS, pursuant to Section 8.07(b) of the City of Hutto Home Rule Charter, after adoption of the budget, the City council may by ordinance make emergency appropriations to meet a public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, after adoption of the budget, 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 department or major organizational units; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, the City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organization unit and shall report such transfers to the City Council no later than the next regular City Council meeting; and

WHEREAS, Exhibit A shows the proposed budget amendments; 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 were 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: All of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

SECTION 2: The appropriations for the fiscal year beginning October 1, 2025, and ending September 30, 2026, for the support of the general government of the City of Hutto, Texas, shall be amended as shown in **Exhibit A**.

SECTION 3. The amendment, as shown in words and figures in **Exhibit A**, is hereby approved by the City Council in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2025, through September 30, 2026.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Texas Local Government Code Section 102.011.

SECTION 5: The City Secretary shall publish this ordinance on the City's website and shall publish the adoption of this ordinance by the City Council in the approved City Council minutes as required by Hutto City Charter Section 3.13.

SECTION 6: 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 7: All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION 8: 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 9: Pursuant to Section 3.13 of the Hutto City Charter, this ordinance is adopted and enacted.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 2nd of April, 2026 on a vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

Note: Items below are only accounts that are included in this budget amendment

General Fund (Fund 10)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
	10-5001 Ad Valorem Taxes - Current	14,525,766	14,525,766	721,021	15,246,787	Increased property tax revenues received
	10-5004 Property Tax Rebates	(105,742)	(105,742)	(36,872)	(142,614)	Increase for Paradigm Metals
	10-5005/5006 Sales Tax	12,332,755	12,332,755	(374,104)	11,958,651	Reduced budgeted revenue based on actual receipts
	10-5067 Grant Revenue	0	0	1,111	1,111	Fund received from Hutto Friends of the Library
	10-5102 Subdivision Impact Fees	1,700,000	1,700,000	(250,000)	1,450,000	Reduced budgeted revenue based on actual receipts
	10-5108 Stormwater Fees	115,000	115,000	167,115	282,115	amend to match actuals
	10-5321 Settlements	600,000	600,000	(600,000)	0	Received and recorded in FY 2025
	Revenues			(371,729)		
Expenditures						
<i>City Manager's Office</i>						
	10-010-001-6021 Longevity	840	840	(170)	670	amend to match actuals
<i>Human Resources</i>						
	10-010-004-6001 Salaries	407,415	407,415	(65,000)	342,415	Salary savings due to vacancies
	10-010-004-6021 Longevity	300	300	(130)	170	amend to match actuals
<i>Finance</i>						
	10-020-001-6001 Salaries	1,105,325	1,098,825	(20,000)	1,078,825	Salary savings due to vacancies
	10-020-001-6021 Longevity	1,620	1,620	(360)	1,260	amend to match actuals
	10-020-001-6442 Property Tax Collection Svc	7,644	7,644	311	7,955	amend to match actuals
<i>Municipal Court</i>						
	10-020-011-6021 Longevity	4,481	4,481	78	4,559	amend to match actuals
<i>Economic Development</i>						
	10-030-006-6021 Longevity	360	360	(160)	200	amend to match actuals
<i>Development Services</i>						
	10-030-021-6001 Salaries	1,067,406	1,067,406	(120,000)	947,406	Salary savings due to vacancies
	10-030-021-6021 Longevity	7,020	7,020	(1,212)	5,808	amend to match actuals
	10-030-021-6051 FICA/Medicare	81,625	81,625	(8,000)	73,625	Salary savings due to vacancies
<i>Engineering</i>						
	10-040-023-6001 Salaries	1,193,510	1,170,514	(145,000)	1,025,514	Salary savings due to vacancies
	10-040-023-6021 Longevity	840	840	(155)	685	amend to match actuals
<i>Fleet Maintenance</i>						
	10-040-050-6012 Clothing Allowance	400	400	743	1,143	amend to match actuals
	10-040-050-6021 Longevity	792	792	(38)	754	amend to match actuals
<i>Facility Maintenance</i>						
	10-040-051-6012 Clothing Allowance	1,200	1,200	(57)	1,143	amend to match actuals
	10-040-051-6021 Longevity	828	828	(54)	774	amend to match actuals
<i>Construction Inspection</i>						
	10-040-059-6001 Salaries	537,476	537,476	(15,000)	522,476	Salary savings due to vacancies
	10-040-059-6012 Clothing Allowance	2,800	2,800	(200)	2,600	amend to match actuals
	10-040-059-6021 Longevity	2,148	2,148	(137)	2,011	amend to match actuals
<i>Streets & Drainage</i>						
	10-040-060-6012 Clothing Allowance	4,200	4,200	2,886	7,086	amend to match actuals
	10-040-060-6021 Longevity	5,952	5,952	(341)	5,611	amend to match actuals

Note: Items below are only accounts that are included in this budget amendment

General Fund (Fund 10)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
<i>Police</i>						
	10-050-001-6001 Salaries	6,224,377	6,196,377	(15,000)	6,181,377	Salary savings due to vacancies
	10-050-001-6012 Clothing Allowance	1,200	1,200	3,000	4,200	amend to match actuals
	10-050-001-6021 Longevity	32,256	32,256	(1,313)	30,943	amend to match actuals
<i>Emergency Management</i>						
	10-050-037-6001 Salaries	240,518	240,518	(15,000)	225,518	Salary savings due to vacancies
	10-050-037-6021 Longevity	240	240	(120)	120	amend to match actuals
<i>Strategic Ops Admin</i>						
	10-060-001-6021 Longevity	420	420	(25)	395	amend to match actuals
<i>City Secretary</i>						
	10-060-003-6021 Longevity	300	300	(50)	250	amend to match actuals
	10-060-003-6431 Election Services	30,000	30,000	33,000	63,000	Likely runoff election
<i>Communications</i>						
	10-060-007-6021 Longevity	300	300	(80)	220	amend to match actuals
<i>Information Technology</i>						
	10-060-030-6001 Salaries	516,016	516,016	(25,000)	491,016	Salary savings due to vacancies
	10-060-030-6004 Overtime	200	200	249	449	Amend to match actuals
	10-060-030-6021 Longevity	2,196	2,196	(38)	2,158	amend to match actuals
	10-060-030-6210 Dept Technology Equip & Supplies	14,159	14,159	1,009	15,168	Increased quoted price for patron counting software and hardware
<i>Community Svcs Admin</i>						
	10-090-001-6021 Longevity	1,116	1,116	(44)	1,072	amend to match actuals
<i>Library</i>						
	10-090-020-6001 Salaries	507,085	507,085	(10,000)	497,085	Salary savings due to vacancies
	10-090-020-6021 Longevity	1,044	1,044	(250)	794	amend to match actuals
	10-090-020-6204 Special Events/Awards	10,700	10,700	(1,009)	9,691	Reducing to increase budget in IT for patron counting items
	10-090-020-6701 Grant Expenses	0	0	1,111	1,111	amend to match actuals
<i>Parks & Recreation</i>						
	10-090-039-6001 Salaries	811,694	811,694	(20,000)	791,694	Salary savings due to vacancies
	10-090-039-6012 Clothing Allowance	4,600	4,600	(29)	4,571	amend to match actuals
	10-090-039-6021 Longevity	3,276	3,276	(224)	3,052	amend to match actuals
	10-090-039-6204 Special Events/Awards	98,770	98,770	34,510	133,280	Event related to Christmas Trail of Lights
<i>Transfer to Other Funds</i>						
	10-100-000-6760 Transfer to Fund 60	0	0	48,277	48,277	Increase transfer for purchase of LIDAR
Expenditures				(339,022)		
Net Increase (Decrease)				(32,707)		

Note: Items below are only accounts that are included in this budget amendment

Series 2022 GO Fund (12)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
12-040-060-6569	T03-FM 1660 at Limmer Loop	0	0	289,509	289,509	Amend budget based on prior year actual
12-040-060-6659	T04-FM 1660 South at US 79	3,340,181	3,340,181	139,870	3,480,051	Amend budget based on activity
12-040-060-6652	T05-CR 137 from FM 1660 to Brushy Creek	0	0	1,358,860	1,358,860	Amend budget based on prior year actual
12-040-060-6653	T07-CR 132 Overpass at US 79	0	0	41,664	41,664	Amend budget based on prior year actual
12-040-060-6720	T14-Exch Blvd & Limmer Loop Intersection Impr	0	0	93,063	93,063	Amend budget based on prior year actual
12-040-060-6741	T21-Alliance Expansion	0	0	91,265	91,265	Amend budget based on prior year actual
12-040-060-6642	T47-Limmer Loop from Innovation to Ed Schmidt	0	0	679,694	679,694	Amend budget based on prior year actual
Expenditures				<u><u>2,693,925</u></u>		
Net Increase (Decrease)				<u><u>(2,693,925)</u></u>		

General Capital Replacement (13)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
<i>Police</i>						
13-050-001-6603	Machinery & Equipment	132,009	132,009	22,837	154,846	Additional vehicle upfitting for PD
<i>Fleet Maintenance</i>						
13-040-050-6603	Machinery & Equipment	0	0	37,653	37,653	Reclass of fleet maintenance lift fixed asset from General Fund
Expenditures				<u><u>60,490</u></u>		
Net Increase (Decrease)				<u><u>(60,490)</u></u>		

Series 2023 GO Fund (14)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
14-040-060-6650	T08-East West Spine Road	0	0	5,530	5,530	Plat expense
Expenditures				<u><u>5,530</u></u>		
Net Increase (Decrease)				<u><u>(5,530)</u></u>		

Series 2023A GO Fund (17)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
17-040-039-6702	P02-Fritz Park	1,320,000	1,320,000	2,887,799	4,207,799	Amend budget based on activity
Expenditures				<u><u>2,887,799</u></u>		
Net Increase (Decrease)				<u><u>(2,887,799)</u></u>		

Note: Items below are only accounts that are included in this budget amendment

Court Security Fund (Fund 21)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
<i>Municipal Court</i>						
21-020-011-6004	Overtime	10,000	10,000	5,000	15,000	Increased number of court dates requiring bailiffs
21-020-011-6212	Tech Equip & Supplies	6,100	6,100	1,355	7,455	increased quote price for metal detector for Court/City Council meetings
Expenditures				<u>6,355</u>		
Net Increase (Decrease)				<u>(6,355)</u>		

Series 2024 CO Fund (31)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
31-040-060-6656	D01-Legends of Hutto Drainage	0	0	3,577,402	3,577,402	Amend budget based on prior year actual
31-040-060-6658	T10-Ed Schmidt Safety & Operations	583,733	583,733	285,689	869,422	Amend budget based on activity
31-040-060-6739	T41-CR 132 Widening between Limmer & CR 133	0	0	97,571	97,571	Amend budget based on prior year actual
Expenditures				<u>3,960,662</u>		
Net Increase (Decrease)				<u>(3,960,662)</u>		

Series 2024 GO Fund (32)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
32-040-060-6652	T05-CR 137 from FM 1660 to Brushy Creek	9,899,248	9,899,248	172,201	10,071,449	Amend budget based on activity
Expenditures				<u>172,201</u>		
Net Increase (Decrease)				<u>(172,201)</u>		

Economic Development Fund (Fund 35)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
35-5925	Contribution from City	0	34,998,328	11,258,108	46,256,436	To reflect the proposed funding agreement for the CR 13/FM 1660 project
Revenues				<u>11,258,108</u>		
Expenditures						
35-500-008-6505	Bank & Finance Charges	350	350	618	968	To increase bank and finance charges incurred to execute loan renewal
35-500-008-6650	Capital Outlay	0	34,998,328	11,258,108	46,256,436	To increase expenditures to reflect the proposed construction contract for the CR 137/FM 1660 project
35-500-008-6806	Loan Principal Payment	13,403,723	13,403,723	(8,590,657)	4,813,066	To reduce principal payments for terms of loan renewal
35-500-008-6807	Loan Interest Payment	0	0	526,939	526,939	To increase interest payments associated with loan renewal
Expenditures				<u>3,195,008</u>		
Net Increase (Decrease)				<u>8,063,100</u>		

Note: Items below are only accounts that are included in this budget amendment

Park Improvement Fund (40)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
40-060-131-6611	P02-Fritz Park	0	0	259,980	259,980	Amend budget based on prior year actual
40-060-032-6681	P18-Pickleball Courts	0	0	22,040	22,040	Amend budget based on prior year actual
40-060-039-6729	P34-Hutto Lake Playground	0	0	24,125	24,125	Amend budget based on prior year actual
Expenditures				<u>306,145</u>		
Net Increase (Decrease)				<u>(306,145)</u>		

Community Benefit Fee Fund (41)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
41-040-230-6708	F02-new Police Facility	0	0	1,830	1,830	Amend budget based on prior year actual
41-090-039-6733	P06-Veterans Memorial	0	0	198,711	198,711	Amend budget based on prior year actual
41-040-060-6708	T10-Ed Schmidt	0	0	73,321	73,321	Amend budget based on prior year actual
Expenditures				<u>273,862</u>		
Net Increase (Decrease)				<u>(273,862)</u>		

Transportation Improvement Fund (42)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
42-040-060-6769	T11-Emory Farms Arch	0	0	212,035	212,035	Amend budget based on prior year actual
42-040-060-6657	T13-Traffic Signal at Innovation & Limmer Loop	0	0	333,963	333,963	Amend budget based on prior year actual
42-040-060-6766	T18-CR 163 Reconstruction	0	0	381,092	381,092	Amend budget based on prior year actual
42-040-060-6765	T19-CR 199 Reconstruction	0	0	669,083	669,083	Amend budget based on prior year actual
42-040-060-6643	T48-Limmer from Ed Schmidt to FM 1660	423,919	423,919	313,325	737,244	Amend budget based on activity
Expenditures				<u>1,909,498</u>		
Net Increase (Decrease)				<u>(1,909,498)</u>		

Utility Fund (Fund 50)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
50-5052	Late Fees	270,000	270,000	34,000	304,000	Increased late fees collected
50-5201	Water User Fees	9,645,900	9,645,900	1,381,237	11,027,137	Increased water user fees
50-5202	Water Flushing	0	0	(121,246)	(121,246)	Increased water flushing
50-5203	Wastewater User Fees	15,033,200	15,033,200	1,898,463	16,931,663	Increased wastewater user fees
Revenues				<u>3,192,454</u>		

Note: Items below are only accounts that are included in this budget amendment

Utility Fund (Fund 50)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
<i>Utility Billing</i>						
50-020-010-6012	Clothing & Uniform Allowance	800	800	(57)	743	amend to match actuals
50-020-010-6021	Longevity	5,736	5,736	(159)	5,577	amend to match actuals
50-020-010-6216	Water Meters	93,100	142,100	402,329	544,429	Purchase add'l. meters to complete 71% of old meter change outs
50-020-010-6444	Disconnect Services	6,600	6,600	15,500	22,100	amend to record the contract changes
50-020-010-6499	Other Contracted Services	101,900	101,900	32,564	134,464	Increase contracted meter change out expense
<i>Public Works Admin</i>						
50-040-001-6021	Longevity	1,272	1,272	(136)	1,136	amend to match actuals
<i>Utilities</i>						
50-040-058-6004	Overtime	40,200	40,200	72,000	112,200	Increased overtime expense due to position vacancies
50-040-058-6012	Clothing/Uniform Allowance	11,200	11,200	133	11,333	amend to match actuals
50-040-058-6021	Longevity	6,168	6,168	(549)	5,619	amend to match actuals
50-040-058-6501	Licenses & Permits	71,150	71,150	30,177	101,327	Amend budget based on activity
<i>Utilities</i>						
50-100-000-6064	State Unemployment Taxes	3,700	3,700	1,300	5,000	Increased unemployment taxes
Expenditures				<u><u>553,102</u></u>		
Net Increase (Decrease)				<u><u>2,639,352</u></u>		

Series 2019 CO Fund (55)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
55-5041	Interest Earned	0	0	8,217	8,217	Amend budget based on activity
Revenues				<u><u>8,217</u></u>		
Expenditures						
55-040-181-6621	WW01-Glenwood Lift Station	0	0	230,000	230,000	Amend budget based on prior year actual
Expenditures				<u><u>230,000</u></u>		
Net Increase (Decrease)				<u><u>(221,783)</u></u>		

Series 2022 CO Fund (57)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
57-5041	Interest Earned	0	0	173,452	173,452	Amend budget based on activity
Revenues				<u><u>173,452</u></u>		
Expenditures						
57-040-058-6678	W01-Shilo and Noack Pump Station Improvements	0	0	3,365,172	3,365,172	Amend budget based on prior year actual
57-040-058-6680	W03-Northwest Transmission Water Main	0	0	569,188	569,188	Amend budget based on prior year actual
Expenditures				<u><u>3,934,360</u></u>		
Net Increase (Decrease)				<u><u>(3,760,908)</u></u>		

Note: Items below are only accounts that are included in this budget amendment

Series 2024 CO Fund (58)	Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures					
58-040-058-6707 W02-Frameswitch 3.0 MG GST #2	0	0	1,381,428	1,381,428	Amend budget based on prior year actual
58-040-058-6709 W07-New Elevated Storage Tank (Cottonwood)	23,181,908	23,181,908	1,133,746	24,315,654	Amend budget based on activity
58-040-058-6705 W16-Smart Ball & Pressure Testing	0	0	11,329	11,329	Amend budget based on prior year actual
58-040-058-6706 W18-Downtown Elevated Tank Rehabilitation	0	0	303,907	303,907	Amend budget based on prior year actual
58-040-058-6710 WW05-South WWTP Final Design & Bidding	2,949,982	2,949,982	520,247	3,470,229	Amend budget based on activity
58-040-058-6676 WW06-South WWTP Const 6 MGD Expansion	69,402,447	69,402,447	20,777,040	90,179,487	Amend budget based on activity
58-040-058-6711 WW07-Megasite Wastewater Lift Station	0	0	743,500	743,500	Amend budget based on prior year actual
58-040-058-6713 WW10-SE Loop Wastewater Interceptor	0	0	15,858,013	15,858,013	Amend budget based on prior year actual
58-040-058-6805 WW11-Brushy Creek Interceptor Phase 4	0	0	1,358,349	1,358,349	Amend budget based on prior year actual
58-040-058-6720 WW27-CR 132 & US 79 Wastewater Interceptor	0	0	7,000,000	7,000,000	Amend budget based on prior year actual
Expenditures			49,087,559		
Net Increase (Decrease)			(49,087,559)		

CIP Operating Fund (60)	Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues					
60-5810 Transfer In from General Fund	0	0	48,277	48,277	Transfer in from the General Fund for the LIDAR expense
Revenues			48,277		
Expenditures					
60-040-060-6650 D01-Legends of Hutto Drainage Ditches	0	0	3,300	3,300	Amend budget based on prior year actual
60-040-060-6765 T19-CR 199 Reconstruction	0	0	46,656	46,656	Amend budget based on prior year actual
60-050-001-6603 LIDAR	0	0	130,364	130,364	Amend budget based on activity
Expenditures			180,320		
Net Increase (Decrease)			(132,043)		

ARPA Fund (65)	Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues					
65-5041 Interest Earned	0	0	19,411	19,411	Amend budget based on activity
Revenues			19,411		
Expenditures					
65-040-058-6784 WW10-SE Loop Wastewater Interceptor	0	0	315,618	315,618	Amend budget based on prior year actual
Expenditures			315,618		
Net Increase (Decrease)			(296,207)		

Note: Items below are only accounts that are included in this budget amendment

Gateway (Wolfe Tract) PID (Fund 69)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues						
69-5509	Miscellaneous Revenue	0	0	9,750	9,750	Amend budget based on activity
	Revenues			<u>9,750</u>		
Expenditures						
69-100-000-6401	Attorney Services	0	0	6,000	6,000	Attorney fees for expenses associated with PID formation
69-100-000-6446	PID Administrative Expenses	0	0	3,750	3,750	PID administration expenses for PID formation
	Expenditures			<u>9,750</u>		
	Net Increase (Decrease)			<u>0</u>		
Durango Farms PID (Fund 79)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
79-100-000-6446	PID Administrative Expenses	8,500	8,500	28,305	36,805	Increase PID administration budget for actual expenses
	Expenditures			<u>28,305</u>		
	Net Increase (Decrease)			<u>(28,305)</u>		
Cottonwood Creek PID (Fund 81)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
81-100-000-6401	Attorney Services	1,500	1,500	1,800	3,300	Increase attorney expenses for bond issuance work
81-100-000-6446	PID Administrative Expenses	52,133	52,133	27,500	79,633	Increase PID administration expenses for bond issuance work
	Expenditures			<u>29,300</u>		
	Net Increase (Decrease)			<u>(29,300)</u>		
Prairie Winds (Liddel Walker) PID (Fund 92)		Original Budget	Current Budget	Amendment	Revised Budget	Notes
Expenditures						
92-100-000-6446	PID Admin Expenses	1,000	1,000	44,500	45,500	Increase PID administration budget for actual expenses
	Expenditures			<u>44,500</u>		
	Net Increase (Decrease)			<u>(44,500)</u>		

Note: Items below are only accounts that are included in this budget amendment

Limmer Square (Pearl Estates) PID (Fund 93)			Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues							
93-5509	Miscellaneous Revenue		0	0	35,000	35,000	Amend budget based on activity
Revenues					<u>35,000</u>		
Expenditures							
93-100-000-6446	PID Admin Expenses		3,750	3,750	35,000	38,750	Increase PID administration budget for actual expenses
Expenditures					<u>35,000</u>		
Net Increase (Decrease)					<u>0</u>		

Stromberg PID (Fund 97)			Original Budget	Current Budget	Amendment	Revised Budget	Notes
Revenues							
97-5509	Miscellaneous Revenue		0	0	44,634	44,634	Amend budget based on activity
Revenues					<u>44,634</u>		
Expenditures							
97-100-000-6401	Attorney Services		4,500	4,500	44,000	48,500	Attorney fees for expenses associated with PID formation
Expenditures					<u>44,000</u>		
Net Increase (Decrease)					<u>634</u>		

General Fund

Budget Amendments by Division				
Description		Adopted Budget	Current Budget	Revised Budget
			Amendment	
General Fund Operating (10)				
Budgeted Beginning Fund Balance		8,133,953	8,133,953	10,614,252
Revenues	Property Taxes	14,504,924	14,504,924	684,149
	<i>Ad Valorem Taxes - Current</i>	14,525,766	14,525,766	721,021
	<i>Ad Valorem Taxes - Prior Years</i>	84,900	84,900	84,900
	<i>Property Tax Rebates</i>	(105,742)	(105,742)	(36,872)
	Sales Taxes	11,201,255	11,201,255	(374,104)
	Franchise Fees	1,550,259	1,550,259	
	Permits & Licenses	4,834,300	4,834,300	(82,885)
	Intergovernmental Revenue	-	-	-
	Charges for Services	396,800	396,800	
	Fines	732,147	732,147	(600,000)
	Interest Earned	535,000	535,000	
	Other Revenues	654,300	654,300	1,111
	Other Financing Sources	7,500	7,500	
	Drainage Fees	690,000	690,000	
	Transfers In from Other Funds	775,168	775,168	
Total		35,881,653	35,881,653	(371,729)
Expenditures				
Administrative Services	Administration			
	Personnel	789,730	789,730	(170)
	Supplies	10,720	10,665	
	Contractual Services	500	540	
	General	72,843	72,858	
	Total Administration	873,793	873,793	(170)
	City Council			
	Personnel	73,915	73,915	
	Supplies	10,950	10,950	
	Contractual Services	273,100	273,100	
	General	580,645	580,645	
	Total City Council	938,610	938,610	-
	Legal			
	Contractual Services	840,042	840,042	
	Total Legal	840,042	840,042	-
	Human Resources			
	Personnel	524,408	524,408	(65,130)
	Supplies	45,935	43,969	
	Contractual Services	118,139	120,105	
	General	30,572	30,572	
	Total Human Resources	719,054	719,054	(65,130)
	Finance			
	Personnel	1,443,748	1,437,248	(20,360)
	Supplies	3,400	9,900	
	Contractual Services	315,632	315,632	311
	General	63,722	63,722	
	Total Finance	1,826,502	1,826,502	(20,049)

Budget Amendments by Division				
	Description	Adopted Budget	Current Budget	Revised Budget
Administrative Services	Municipal Court			
	Personnel	517,964	517,964	78
	Supplies	2,800	2,800	2,800
	Contractual Services	55,700	55,700	55,700
	General	91,808	91,808	91,808
	Total Municipal Court	668,272	668,272	78
Development & Infrastructure	Economic Development			
	Personnel	394,999	394,999	(160)
	Supplies	9,514	9,514	9,514
	Contractual Services	10,040	10,040	10,040
	General	31,222	31,222	31,222
	Total Economic Development	445,775	445,775	(160)
	Development Services			
	Personnel	1,399,839	1,399,839	(129,212)
	Supplies	8,800	8,800	8,800
	Maintenance	53,150	53,150	53,150
	Contractual Services	313,600	313,600	313,600
	General	26,745	26,745	26,745
	Total Development Services	1,802,134	1,802,134	(129,212)
	Engineering			
	Personnel	1,509,381	1,486,385	(145,155)
	Supplies	11,300	6,300	6,300
	Contractual Services	31,203	46,203	46,203
	General	21,530	11,530	11,530
	Total Engineering	1,573,414	1,550,418	(145,155)
	Fleet Maintenance			
	Personnel	207,577	207,577	705
	Supplies	3,291	3,291	3,291
	Maintenance	133,297	133,297	133,297
	Contractual Services	8,720	8,720	8,720
	General	2,000	2,000	2,000
	Total Fleet Maintenance	354,885	354,885	705
	Facility Maintenance			
	Personnel	222,312	235,257	(111)
	Supplies	22,171	22,171	22,171
	Maintenance	269,112	269,112	269,112
	Contractual Services	127,452	127,452	127,452
	General	3,250	3,250	3,250
	Total Facility Maintenance	644,297	657,242	(111)

Budget Amendments by Division					
	Description	Adopted Budget	Current Budget	Amendment	Revised Budget
Development & Infrastructure	Construction Inspection				
	Personnel	704,403	704,403	(15,337)	689,066
	Supplies	29,532	29,532		29,532
	Contractual Services	65,370	65,370		65,370
	General	8,615	8,615		8,615
	Total Construction Inspection	807,920	807,920	(15,337)	792,583
	Streets & Drainage				
	Personnel	1,082,077	1,069,132	2,545	1,071,677
	Supplies	148,087	148,087		148,087
	Maintenance	2,408,500	2,408,500		2,408,500
	Contractual Services	475,255	475,255		475,255
	General	411,413	411,413		411,413
	Total Streets & Drainage	4,525,332	4,512,387	2,545	4,514,932
	Police				
Strategic Operations	Personnel	8,696,762	8,668,762	(13,313)	8,655,449
	Supplies	594,825	594,825		594,825
	Maintenance	86,325	86,325		86,325
	Contractual Services	2,060,507	2,060,507		2,060,507
	General	234,876	234,876		234,876
	Total Police	11,673,295	11,645,295	(13,313)	11,631,982
	Emergency Management				
	Personnel	311,402	311,402	(15,120)	296,282
	Supplies	12,988	12,988		12,988
	Contractual Services	37,207	37,207		37,207
	General	9,200	9,200		9,200
	Total Emergency Management	370,797	370,797	(15,120)	355,677
	Strategic Operations Administration				
	Personnel	275,769	275,769	(25)	275,744
	Supplies	350	350		350
	Total Strategic Operations Administration	276,119	276,119	(25)	276,094
	City Secretary				
	Personnel	288,215	288,215	(50)	288,165
	Supplies	560	560		560
	Contractual Services	151,361	151,401	33,000	184,401
	General	5,900	5,860		5,860
	Total City Secretary	446,036	446,036	32,950	478,986
	Communications				
	Personnel	428,741	428,741	(80)	428,661
	Supplies	1,671	1,671		1,671
	Contractual Services	88,533	88,533		88,533
	General	10,635	10,635		10,635
	Total Communications	529,580	529,580	(80)	529,500

Budget Amendments by Division					
	Description	Adopted Budget	Current Budget	Amendment	Revised Budget
Strategic Operations	Information Technology				
	Personnel	679,773	679,773	(24,789)	654,984
	Supplies	27,159	27,159	1,009	28,168
	Contractual Services	995,012	1,023,012		1,023,012
	General	11,508	11,508		11,508
	Total Information Technology	1,713,452	1,741,452	(23,780)	1,717,672
Community Services	Community Services Administration				
	Personnel	393,470	393,470	(44)	393,426
	Supplies	5,100	5,100		5,100
	General	1,100	1,100		1,100
	Total Community Services Administration	399,670	399,670	(44)	399,626
	Library				
	Personnel	671,757	671,757	(10,250)	661,507
	Supplies	64,525	64,525	(1,009)	63,516
	Contractual Services	6,300	6,300		6,300
	General	19,060	19,060	1,111	20,171
	Total Library	761,642	761,642	(10,148)	751,494
	Parks & Recreation				
	Personnel	1,248,667	1,248,667	(20,253)	1,228,414
	Supplies	231,985	231,985	34,510	266,495
	Maintenance	119,900	119,900		119,900
	Contractual Services	391,395	391,395		391,395
	General	83,070	83,070		83,070
	Total Parks & Recreation	2,075,017	2,075,017	14,257	2,089,274
Non-Dept	Non-Departmental				
	Personnel	220,733	235,138		235,138
	Supplies	19,220	19,220		19,220
	Contractual Services	16,126	16,126		16,126
	General	565,331	573,922		573,922
	Total Non-Departmental	821,410	844,406	-	844,406
	Transfer Out to Other Funds	455,975	456,075	48,277	504,352
Total Expenditures		35,543,023	35,543,123	(339,022)	35,204,101
Net Change in Fund Balance		338,630	338,530	(32,707)	305,823
Ending Fund Balance		8,472,583	8,472,483		10,920,075
Reserve Requirement (25%)		8,771,762	8,771,762		8,771,762
Excess (Deficit)		(\$299,179)	(\$299,279)		\$2,148,313

Utility Fund

Budget Amendments by Division				
Description	Adopted Budget	Current Budget	Amendment	Revised Budget
Utility Fund Operating (50)				
Budgeted Beginning Fund Balance	11,960,143	11,960,143		14,475,915
Revenues				
Charges for Services	25,230,200	25,230,200	3,158,454	28,388,654
Miscellaneous Income	730,100	1,190,734	34,000	1,224,734
Total Operating Revenue	25,960,300	26,420,934	3,192,454	29,613,388
Total Transfers In	10,769,900	10,769,900		10,769,900
TOTAL REVENUES	36,730,200	37,190,834	3,192,454	40,383,288
Expenses				
Utility Billing				
Personnel	591,228	591,228	(216)	591,012
Supplies	184,870	179,448	402,329	581,777
Repair & Maintenance	1,000	1,000		1,000
Contractual Services	303,507	308,929	48,064	356,993
General	83,471	83,471		83,471
Total Utility Billing Expenses	1,164,076	1,164,076	450,177	1,614,253
Public Works - Admin				
Personnel	681,381	681,381	(136)	681,245
Supplies	4,800	4,800		4,800
Contractual Services	135,158	135,158		135,158
General	25,892	25,892		25,892
Total Utility Admin Expenses	847,231	847,231	(136)	847,095
Public Works - Engr				
Contractual Services	37,898	37,898		37,898
Public Works - Operations				
Personnel	1,918,440	1,918,440	71,584	1,990,024
Supplies	379,497	492,536		492,536
Repair & Maintenance	548,869	1,025,215		1,025,215
Contract Services	9,450,269	9,287,229		9,287,229
General	754,976	754,976	30,177	785,153
Capital Outlay	237,600	237,600		237,600
Total Public Works Expenses	13,289,651	13,715,996	101,761	13,817,757

Budget Amendments by Division				
Description	Adopted Budget	Current Budget	Amendment	Revised Budget
<i>Non-Departmental</i>				
Personnel	15,736	15,736		15,736
Supplies				-
Contract Services	357,133	357,133	1,300	358,433
General				-
Total Non-Departmental	372,869	372,869	1,300	374,169
Total Operating Expense	15,711,725	16,138,070	553,102	16,691,172
Bond Expense				
Total Bond Expense	24,554,140	24,554,140		24,554,140
Transfer Out to Other Funds	-	1		1
TOTAL EXPENSE	40,265,865	40,692,210	553,102	41,245,313
Net Change in Fund Balance	(3,535,665)	(3,501,376)	2,639,352	(862,025)
Ending Fund Balance	8,424,478	8,558,766		13,613,890
Reserve Requirement (25%)	10,007,066	10,007,066		10,007,066
Excess (Deficit)	(\$1,582,588)	(\$1,448,300)		\$3,606,824

Economic Development Corporation

Budget Amendments by Division

Description		Original Budget	Current Budget	Amendment	Revised Budget
Economic Development Fund (35)					
Revenues	Budgeted Beginning Fund Balance	8,373,536	8,373,536		8,373,536
	Sales Taxes	3,618,706	3,618,706		3,618,706
	Interest Earned	175,000	35,173,328		35,173,328
	Other Revenue	38,080,654	38,080,654	11,258,108	49,338,762
	Total Revenues	<u>41,874,360</u>	<u>76,872,688</u>	<u>11,258,108</u>	<u>88,130,796</u>
Expenditures					
	Supplies & Materials	2,408	2,408		2,408
	Contractual Services	208,579	242,579		242,579
	Other/Misc Expenses	1,163,785	1,163,785	618	1,164,403
	Capital Outlay	0	34,998,328	11,258,108	46,256,436
	Debt Service	13,951,203	13,951,203	(8,063,718)	5,887,485
	Total Expenditures	<u>15,325,975</u>	<u>50,358,303</u>	<u>3,195,008</u>	<u>53,553,311</u>
	Net Change in Fund Balance	26,548,385	26,514,385	8,063,100	34,577,485
	Ending Fund Balance	<u><u>34,921,921</u></u>	<u><u>34,887,921</u></u>		<u><u>42,951,021</u></u>

Public Improvement Districts

Budget Amendments by Division

		Original	Current		Revised
Description		Budget	Budget	Amendment	Budget
Gateway (Wolfe Tract) PID (69)					
Revenues	Budgeted Beginning Fund Balance	0	0		0
	Miscellaneous Revenue	0	0	9,750	9,750
	Total Revenues	<u>0</u>	<u>0</u>	<u>9,750</u>	<u>9,750</u>
Expenditures					
	Contractual Services	0	0	9,750	9,750
	Total Expenditures	<u>0</u>	<u>0</u>	<u>9,750</u>	<u>9,750</u>
	Net Change in Fund Balance	0	0	0	0
	Ending Fund Balance	<u>0</u>	<u>0</u>		<u>0</u>
Durango Farms PID (79)					
Revenues	Budgeted Beginning Fund Balance	2,542,097	2,542,097		2,542,097
	PID Assessments	802,500	802,500		802,500
	Interest Earned	50,000	50,000		50,000
	Total Revenues	<u>852,500</u>	<u>852,500</u>	<u>0</u>	<u>852,500</u>
Expenditures					
	Contractual Services	10,650	10,650	28,305	38,955
	Debt Services	706,289	706,289		706,289
	Total Expenditures	<u>716,939</u>	<u>716,939</u>	<u>28,305</u>	<u>745,244</u>
	Net Change in Fund Balance	135,561	135,561	(28,305)	107,256
	Ending Fund Balance	<u>2,677,658</u>	<u>2,677,658</u>		<u>2,649,353</u>
Cottonwood Creek (81)					
Revenues	Budgeted Beginning Fund Balance	6,955,996	6,955,996		6,955,996
	PID Assessments	1,135,408	1,135,408		1,135,408
	Interest Earned	26,000	26,000		26,000
	Total Revenues	<u>1,161,408</u>	<u>1,161,408</u>	<u>0</u>	<u>1,161,408</u>

Budget Amendments by Division

Description	Original Budget	Current Budget	Amendment	Revised Budget
Cottonwood Creek (81)				
Expenditures				
Contractual Services	53,633	53,633	29,300	82,933
Capital Outlay	5,145,000	5,145,000		5,145,000
Debt Services	1,002,935	1,002,935		1,002,935
Total Expenditures	<u>6,201,568</u>	<u>6,201,568</u>	<u>29,300</u>	<u>6,230,868</u>
Net Change in Fund Balance	(5,040,160)	(5,040,160)	(29,300)	(5,069,460)
Ending Fund Balance	<u><u>1,915,836</u></u>	<u><u>1,915,836</u></u>		<u><u>1,886,536</u></u>
Prairie Winds (Liddel Walker) (92)				
Budgeted Beginning Fund Balance	740,929	740,929		740,929
Revenues				
PID Assessments	778,611	778,611		778,611
Interest Earned	5,500	5,500		5,500
Total Revenues	<u>784,111</u>	<u>784,111</u>	<u>0</u>	<u>784,111</u>
Expenditures				
Contractual Services	2,600	2,600	44,500	47,100
Capital Outlay	0	0		0
Debt Services	684,950	684,950		684,950
Total Expenditures	<u>687,550</u>	<u>687,550</u>	<u>44,500</u>	<u>732,050</u>
Net Change in Fund Balance	96,561	96,561	(44,500)	52,061
Ending Fund Balance	<u><u>837,490</u></u>	<u><u>837,490</u></u>		<u><u>792,990</u></u>
Limmer Square (Pearl Estates) PID (93)				
Budgeted Beginning Fund Balance	0	0		0
Revenues				
Miscellaneous Revenue	16,380	16,380	35,000	51,380
Interest Earned	1,870	1,870		1,870
Total Revenues	<u>18,250</u>	<u>18,250</u>	<u>35,000</u>	<u>53,250</u>
Expenditures				
Contractual Services	18,250	18,250	35,000	53,250
Total Expenditures	<u>18,250</u>	<u>18,250</u>	<u>35,000</u>	<u>53,250</u>
Net Change in Fund Balance	0	0	0	0
Ending Fund Balance	<u><u>0</u></u>	<u><u>0</u></u>		<u><u>0</u></u>

Budget Amendments by Division

Description		Original Budget	Current Budget	Amendment	Revised Budget
Stromberg PID (97)					
Revenues	Budgeted Beginning Fund Balance	0	0		0
	Miscellaneous Revenue	3,921	3,921	44,634	48,555
	Interest Earned	3,695	3,695		3,695
	Total Revenues	<u>7,616</u>	<u>7,616</u>	<u>44,634</u>	<u>52,250</u>
Expenditures	Contractual Services	8,250	8,250	44,000	52,250
	Total Expenditures	<u>8,250</u>	<u>8,250</u>	<u>44,000</u>	<u>52,250</u>
	Net Change in Fund Balance	(634)	(634)	634	0
	Ending Fund Balance	<u>(634)</u>	<u>(634)</u>		<u>0</u>

Special Revenue Funds

Budget Amendments by Division

		Original	Current		Revised
Description		Budget	Budget	Amendment	Budget
General Capital Replacement (13)					
Revenues	Budgeted Beginning Fund Balance	0	0		70,827
	Interest Earned	401	401		401
	Transfers from Other Funds	450,975	451,075		451,075
	Total Revenues	451,376	451,476	0	451,476
Expenditures					
Fleet Maintenance					
	Capital Outlay	0	0	37,653	37,653
	Total Fleet Maintenance	0	0	37,653	37,653
Streets & Drainage					
	Capital Outlay	62,008	62,008		62,008
	Total Streets & Drainage	62,008	62,008	0	62,008
Police					
	Capital Outlay	152,717	152,717	22,837	175,554
	Total Police	152,717	152,717	22,837	175,554
Communications					
	Capital Outlay	16,900	16,900		16,900
	Total Communications	16,900	16,900	0	16,900
Information Technology					
	Capital Outlay	40,712	40,712		40,712
	Total Information Technology	40,712	40,712	0	40,712
Emergency Management					
	Capital Outlay	127,421	127,421		127,421
	Total Emergency Management	127,421	127,421	0	127,421
Parks & Recreation					
	Capital Outlay	51,317	51,317		51,317
	Total Parks & Recreation	51,317	51,317	0	51,317
	Total Expenditures	451,075	451,075	60,490	511,565
	Net Change in Fund Balance	301	401	(60,490)	(60,089)
	Ending Fund Balance	301	401		10,738

Budget Amendments by Division

Description		Original Budget	Current Budget	Amendment	Revised Budget
Court Security Fund (21)					
Revenues	Budgeted Beginning Fund Balance	48,577	48,577		48,577
	Fines	18,952	18,952		18,952
	Interest Earned	2,000	2,000		2,000
	Total Revenues	20,952	20,952	0	20,952
Expenditures					
Municipal Court					
	Personnel	10,000	10,000	5,000	15,000
	Supplies	6,100	6,100	1,355	7,455
	Total Municipal Court	16,100	16,100	6,355	22,455
Non-Departmental					
	Other Financing Uses	35,000	35,000		35,000
	Total Non-Departmental	35,000	35,000	0	35,000
	Total Expenditures	51,100	51,100	6,355	57,455
	Net Change in Fund Balance	(30,148)	(30,148)	(6,355)	(36,503)
	Ending Fund Balance	18,429	18,429		12,074
Park Improvement Fund (40)					
Revenues	Budgeted Beginning Fund Balance	977,444	977,444		1,479,736
	Interest Earned	40,000	40,000		40,000
	Other Financing Sources	200,000	200,000		200,000
	Total Revenues	240,000	240,000	0	240,000
Expenditures					
	Capital Outlay	235,156	235,156	306,145	541,301
	Total Expenditures	235,156	235,156	306,145	541,301
	Net Change in Fund Balance	4,844	4,844	(306,145)	(301,301)
	Ending Fund Balance	982,288	982,288		1,178,435

Budget Amendments by Division

Description		Original Budget	Current Budget	Amendment	Revised Budget
Community Benefit Fee Fund (41)					
Revenues	Budgeted Beginning Fund Balance	2,185,328	2,185,328		2,705,225
	Interest Earned	87,413	87,413		87,413
	Total Revenues	<u>87,413</u>	<u>87,413</u>	0	<u>87,413</u>
Expenditures					
	Capital Outlay	<u>1,000,000</u>	<u>1,175,000</u>	273,862	<u>1,448,862</u>
	Total Expenditures	<u>1,000,000</u>	<u>1,175,000</u>	273,862	<u>1,448,862</u>
	Net Change in Fund Balance	(912,587)	(1,087,587)	(273,862)	(1,361,449)
	Ending Fund Balance	<u>1,272,741</u>	<u>1,097,741</u>		<u>1,343,776</u>
Transportation Improvement Fund (42)					
Revenues	Budgeted Beginning Fund Balance	9,912,253	9,912,253		8,924,911
	Interest Earned	300,696	300,696		300,696
	Other Financing Sources	<u>1,500,000</u>	<u>1,500,000</u>		<u>1,500,000</u>
	Total Revenues	<u>1,800,696</u>	<u>1,800,696</u>	0	<u>1,800,696</u>
Expenditures					
	Capital Outlay	<u>4,174,143</u>	<u>4,174,143</u>	1,909,498	<u>6,083,641</u>
	Total Expenditures	<u>4,174,143</u>	<u>4,174,143</u>	1,909,498	<u>6,083,641</u>
	Net Change in Fund Balance	(2,373,447)	(2,373,447)	(1,909,498)	(4,282,945)
	Ending Fund Balance	<u>7,538,806</u>	<u>7,538,806</u>		<u>4,641,966</u>

Capital Project Funds

Budget Amendments by Division

		Original	Current		Revised
Description		Budget	Budget	Amendment	Budget
Series 2022 GO Fund (12)					
Revenues	Budgeted Beginning Fund Balance	5,172,793	5,172,793		8,269,557
	Interest Earned	222,430	222,430		222,430
	Total Revenues	<u>222,430</u>	<u>222,430</u>	0	<u>222,430</u>
Expenditures					
	Capital Outlay	5,197,032	5,197,032	2,693,925	7,890,957
	Other Financing Uses	198,191	198,191		198,191
	Total Expenditures	<u>5,395,223</u>	<u>5,395,223</u>	2,693,925	<u>8,089,148</u>
	Net Change in Fund Balance	(5,172,793)	(5,172,793)	(2,693,925)	(7,866,718)
	Ending Fund Balance	<u>0</u>	<u>0</u>		<u>402,839</u>
Series 2023 GO Fund (14)					
Revenues	Budgeted Beginning Fund Balance	0	0		464,410
	Interest Earned	0	0		0
	Total Revenues	<u>0</u>	<u>0</u>	0	<u>0</u>
Expenditures					
	Capital Outlay	0	0	5,530	5,530
	Total Expenditures	<u>0</u>	<u>0</u>	5,530	<u>5,530</u>
	Net Change in Fund Balance	0	0	(5,530)	(5,530)
	Ending Fund Balance	<u>0</u>	<u>0</u>		<u>458,880</u>
Series 2023A GO Fund (17)					
Revenues	Budgeted Beginning Fund Balance	3,970,493	3,970,493		6,923,112
	Interest Earned	170,731	170,731		170,731
	Total Revenues	<u>170,731</u>	<u>170,731</u>	0	<u>170,731</u>
Expenditures					
	Capital Outlay	3,821,100	3,821,100	2,887,799	6,708,899
	Other Financing Uses	14,231	14,231		14,231
	Total Expenditures	<u>3,835,331</u>	<u>3,835,331</u>	2,887,799	<u>6,723,130</u>
	Net Change in Fund Balance	(3,664,600)	(3,664,600)	(2,887,799)	(6,552,399)
	Ending Fund Balance	<u>305,893</u>	<u>305,893</u>		<u>370,713</u>

Budget Amendments by Division				
Description	Original Budget	Current Budget	Amendment	Revised Budget
Series 2024 CO Fund (31)				
Budgeted Beginning Fund Balance	3,856,893	3,856,893		9,212,149
Revenues				
Interest Earned	165,846	165,846		165,846
Total Revenues	165,846	165,846	0	165,846
Expenditures				
Capital Outlay	583,733	583,733	3,960,662	4,544,395
Other Financing Uses	165,846	165,846		165,846
Total Expenditures	749,579	749,579	3,960,662	4,710,241
Net Change in Fund Balance	(583,733)	(583,733)	(3,960,662)	(4,544,395)
Ending Fund Balance	3,273,160	3,273,160		4,667,754
Series 2024 GO Fund (32)				
Budgeted Beginning Fund Balance	15,608,480	15,608,480		15,924,667
Revenues				
Interest Earned	421,165	421,165		421,165
Total Revenues	421,165	421,165	0	421,165
Expenditures				
Contractual Services	0	0		0
Capital Outlay	9,899,248	9,899,248	172,201	10,071,449
Other Financing Uses	421,165	421,165		421,165
Total Expenditures	10,320,413	10,320,413	172,201	10,492,614
Net Change in Fund Balance	(9,899,248)	(9,899,248)	(172,201)	(10,071,449)
Ending Fund Balance	5,709,232	5,709,232		5,853,218
Series 2019 CO Fund (55)				
Budgeted Beginning Fund Balance	0	0		222,081
Revenues				
Interest Earned	0	0	8,217	8,217
Other Financing Sources	0	0		0
Total Revenues	0	0	8,217	8,217
Expenditures				
Capital Outlay	0	0	230,000	230,000
Total Expenditures	0	0	230,000	230,000
Net Change in Fund Balance	0	0	(221,783)	(221,783)
Ending Fund Balance	0	0		298

Budget Amendments by Division				
Description	Original Budget	Current Budget	Amendment	Revised Budget
Series 2022 CO Fund (57)				
Budgeted Beginning Fund Balance	0	0		4,633,578
Revenues				
Interest Earned	0	0	173,452	173,452
Total Revenues	0	0	173,452	173,452
Expenditures				
Capital Outlay	0	0	3,934,360	3,934,360
Total Expenditures	0	0	3,934,360	3,934,360
Net Change in Fund Balance	0	0	(3,760,908)	(3,760,908)
Ending Fund Balance	0	0		872,670
Series 2024 CO Fund (58)				
Budgeted Beginning Fund Balance	106,223,746	106,223,746		161,653,991
Revenues				
Interest Earned	4,870,373	4,870,373		4,870,373
Total Revenues	4,870,373	4,870,373	0	4,870,373
Expenditures				
Capital Outlay	111,094,119	111,094,119	49,087,559	160,181,678
Total Expenditures	111,094,119	111,094,119	49,087,559	160,181,678
Net Change in Fund Balance	(106,223,746)	(106,223,746)	(49,087,559)	(155,311,305)
Ending Fund Balance	0	0		6,342,686
CIP Operating Fund (60)				
Budgeted Beginning Fund Balance	3,301,087	3,301,087		2,509,900
Revenues				
Interest Earned	132,043	132,043		132,043
Other Financing Sources	6,714,520	6,714,520	48,277	6,762,797
Total Revenues	6,846,563	6,846,563	48,277	6,894,840
Expenditures				
Capital Outlay	6,714,520	6,714,520	180,320	6,894,840
Total Expenditures	6,714,520	6,714,520	180,320	6,894,840
Net Change in Fund Balance	132,043	132,043	(132,043)	0
Ending Fund Balance	3,433,130	3,433,130		2,509,900

Budget Amendments by Division				
Description	Original Budget	Current Budget	Amendment	Revised Budget
ARPA Fund (65)				
Budgeted Beginning Fund Balance	0	0		524,619
Revenues				
Interest Earned	0	0	19,411	19,411
Grant Revenue	0	0		0
Total Revenues	0	0	19,411	19,411
Expenditures				
Capital Outlay	0	0	315,618	315,618
Total Expenditures	0	0	315,618	315,618
Net Change in Fund Balance	0	0	(296,207)	(296,207)
Ending Fund Balance	0	0		228,412

AGENDA ITEM REPORT

10.7.



To: City Council
Subject: Consideration and possible action on acceptance of the February 2026 financial report. (Alberta Barrett)
Meeting: Thursday, April 2, 2026
Department: Finance /
Staff Contact:

ITEM SUMMARY:

Staff presents financial statements monthly to the City Council. The following are highlights of the first five months of the fiscal year.

- General fund revenues are currently at 62.35% of budgeted amounts.
 - The most significant revenue source over the first five months is property taxes. They are currently at 104.14% of budgeted amounts, and 97.49% of the assessment roll for the tax year is collected. General fund property tax revenues are expected to modestly decrease for the remainder of the year as revenues are transferred to their respective tax increment reinvestment zones (TIRZs) and refunds are issued.
 - While most revenues are tracking at expected amounts through the first four months, sales tax is the exception. Staff has proposed a budget amendment reducing the budgeted sales tax revenues by 3%, for an amended total of \$11,958,651.
- General fund expenditures are at 31.04% of budgeted amounts. Expenditures tend to increase in the spring and summer months, with programs such as summer camp and road maintenance occurring during those time periods.
- Cash balances are currently just over \$341 million, which is approximately a \$64 million increase since January. The increase is primarily due to the sale of the 2026 General Obligation and Certificates of Obligation bonds. With the substantial receipt of property taxes, and no other pending City bond sales, cash balances are expected to decrease through the remainder of the year.
- Beginning with the February financial report, cash balances for public improvement districts, TIRZ's, municipal utility districts, and local government corporations are now included in the financial report. They were previously excluded as the City acts as fiduciary of these funds, as the cash is generally not used to support City operations. These totals are not included in the total cash balance discussed in the paragraph.

FISCAL NOTES:

AGENDA ITEM REPORT

10.7.



No fiscal impact

ATTACHMENTS:

1. February 2026 Financial Report



MONTHLY UNAUDITED FINANCIAL REPORT

FOR THE MONTH ENDED FEBRUARY 28, 2026

Finance Department

TABLE OF CONTENTS

Major Funds at a Glance	1
General Fund Dashboard	2

GENERAL FUND

Statement of Revenues and Expenditures - Budget and Actual	4
--	---

OTHER GOVERNMENTAL SCHEDULES

Special Revenue Funds.....	8
----------------------------	---

ENTERPRISE FUNDS

Utility Fund Dashboard	17
Water/Wastewater Fund	19
Impact Fees Fund.....	21
Solid Waste Fund.....	22

CAPITAL IMPROVEMENT FUNDS

Bond Funds	23
General Capital Improvement	31

LOCAL GOVERNMENT CORPORATIONS

Cottonwood Development Corporation	32
--	----

MISCELLANEOUS

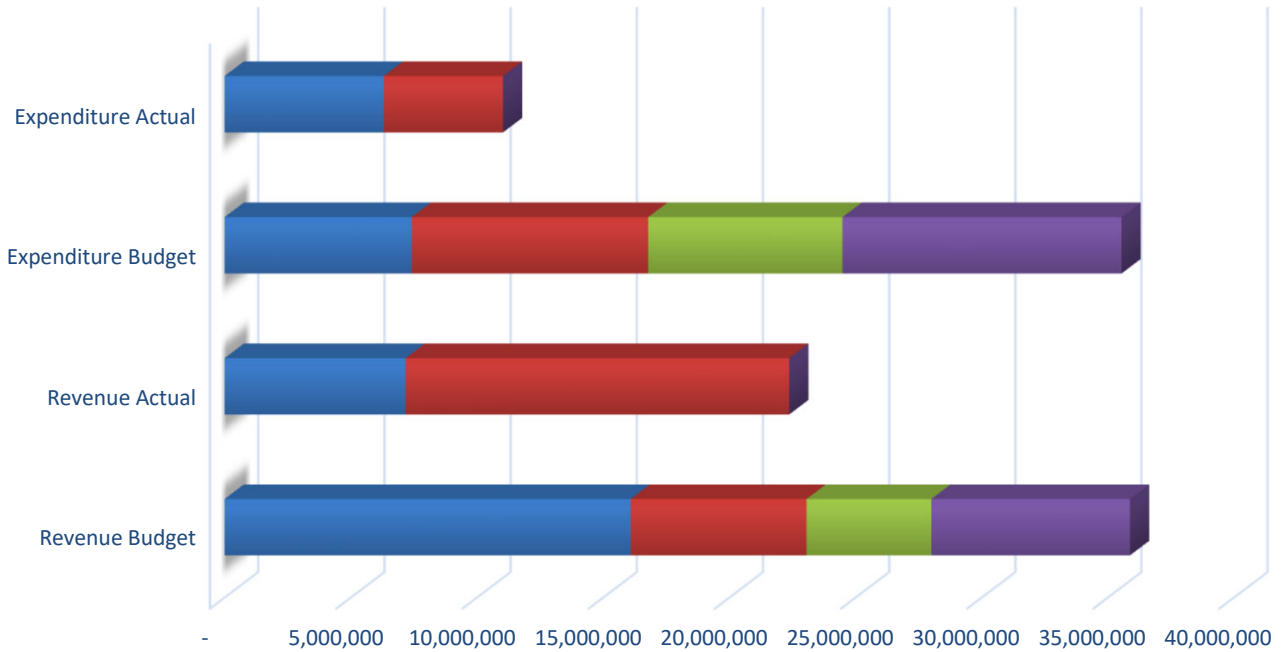
Sales Tax, Four Year Comparison.....	34
Cash Balance by Fund.....	35
Building Permit Revenue Analysis.....	37
Budget Transfers.....	38
Blanket PO Report.....	39
Bond Authorization Report.....	40

CITY OF HUTTO
MAJOR FUNDS AT A GLANCE
FOR THE MONTH ENDED FEBRUARY 28, 2026

GENERAL FUND (10) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 10,614,355	\$ 10,614,355
Revenue	35,881,652	22,373,272
Expenses	35,542,938	11,031,024
Ending Fund Balance	\$ 10,953,069	\$ 21,956,603
UTILITY FUND (50) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 12,408,745	\$ 12,408,745
Revenue	37,190,834	12,188,905
Expenses	40,592,209	13,902,205
Ending Fund Balance	\$ 9,007,370	\$ 10,695,445
DEBT SERVICE (11) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 2,124,296	\$ 2,124,296
Revenue	8,668,093	8,057,277
Expenses	8,497,898	2,442,079
Ending Fund Balance	\$ 2,294,491	\$ 7,739,494
HOTEL TAX FUND (24) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 1,396,768	\$ 1,396,768
Revenue	435,908	101,407
Expenses	143,674	68,071
Ending Fund Balance	\$ 1,689,002	\$ 1,430,104
ECONOMIC DEVELOPMENT (EDC) FUND (35) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 8,373,536	\$ 8,373,536
Revenue	76,872,688	2,038,173
Expenses	50,358,303	1,638,732
Ending Fund Balance	\$ 34,887,921	\$ 8,772,977
PARK IMPROVEMENT FUND (40) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 1,478,600	\$ 1,478,600
Revenue	246,875	43,927
Expenses	235,156	147,223
Ending Fund Balance	\$ 1,490,319	\$ 1,375,304
COMMUNITY BENEFIT FEE FUND (41) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 2,705,228	\$ 2,705,228
Revenue	87,413	35,361
Expenses	1,175,000	173,604
Ending Fund Balance	\$ 1,617,641	\$ 2,566,985
TRANSPORTATION IMPROVEMENT FUND (42) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 8,905,976	\$ 8,905,976
Revenue	1,800,696	658,973
Expenses	4,174,143	292,776
Ending Fund Balance	\$ 6,532,529	\$ 9,272,173
IMPACT FEE FUND (52) SUMMARY		
	Budget	Fiscal YTD
Budgeted Beginning Fund Balance	\$ 28,618,797	\$ 28,618,797
Revenue	10,726,746	2,069,480
Expenses	18,462,789	578,369
Ending Fund Balance	\$ 20,882,754	\$ 30,109,908

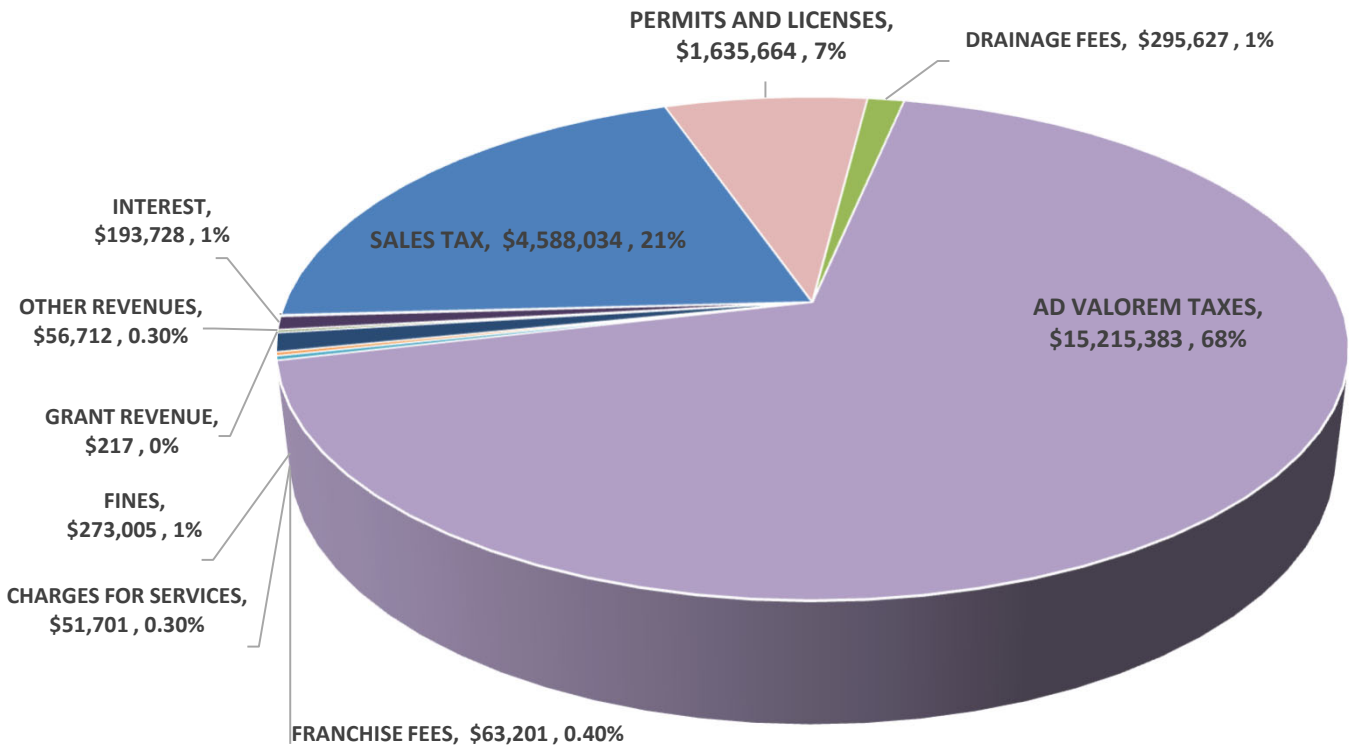
FINANCIAL DASHBOARD FOR THE MONTH ENDING FEBRUARY 28, 2026

General Fund



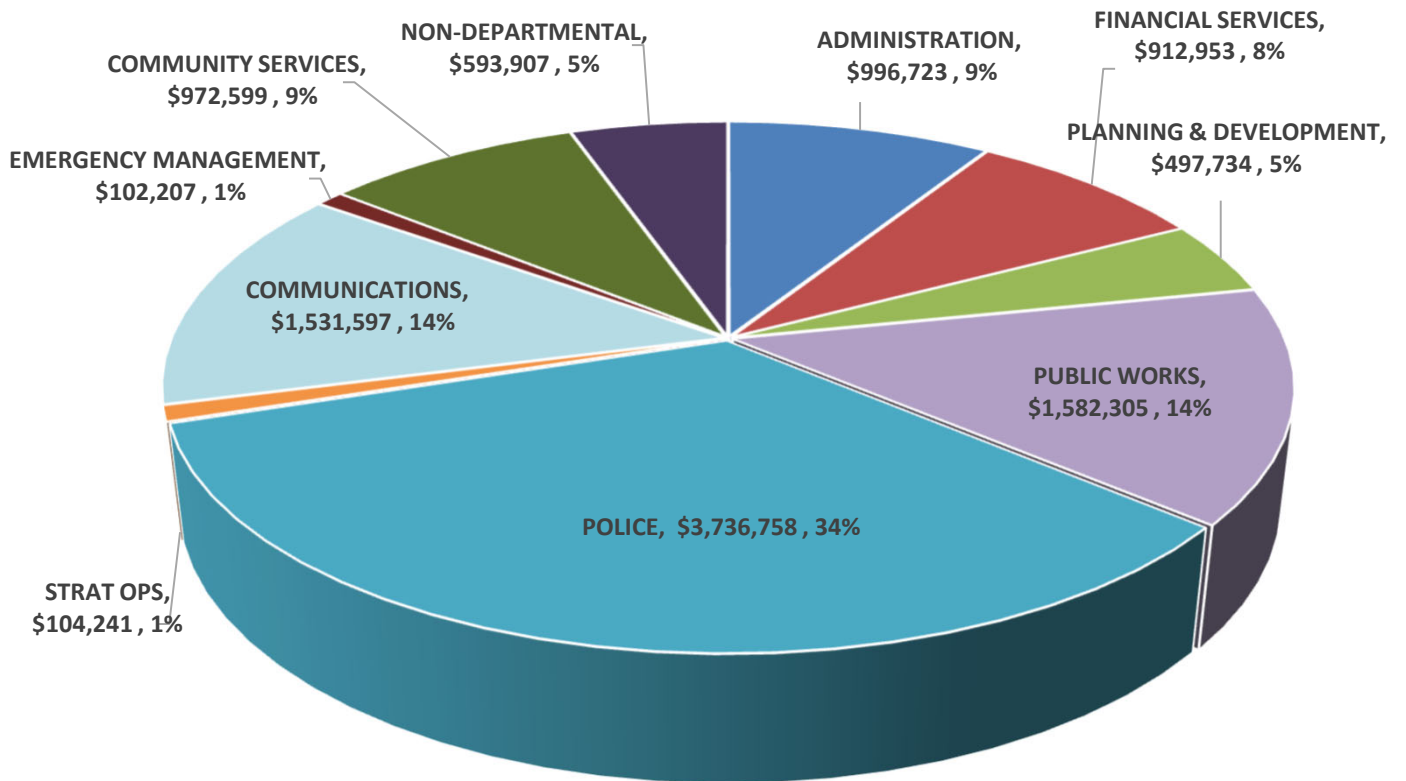
	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	16,092,921	7,174,141	7,410,702	6,309,354
Quarter 2	6,968,217	15,199,131	9,376,228	4,721,670
Quarter 3	4,940,903	-	7,695,046	-
Quarter 4	7,879,611	-	11,060,962	-

GENERAL FUND REVENUE

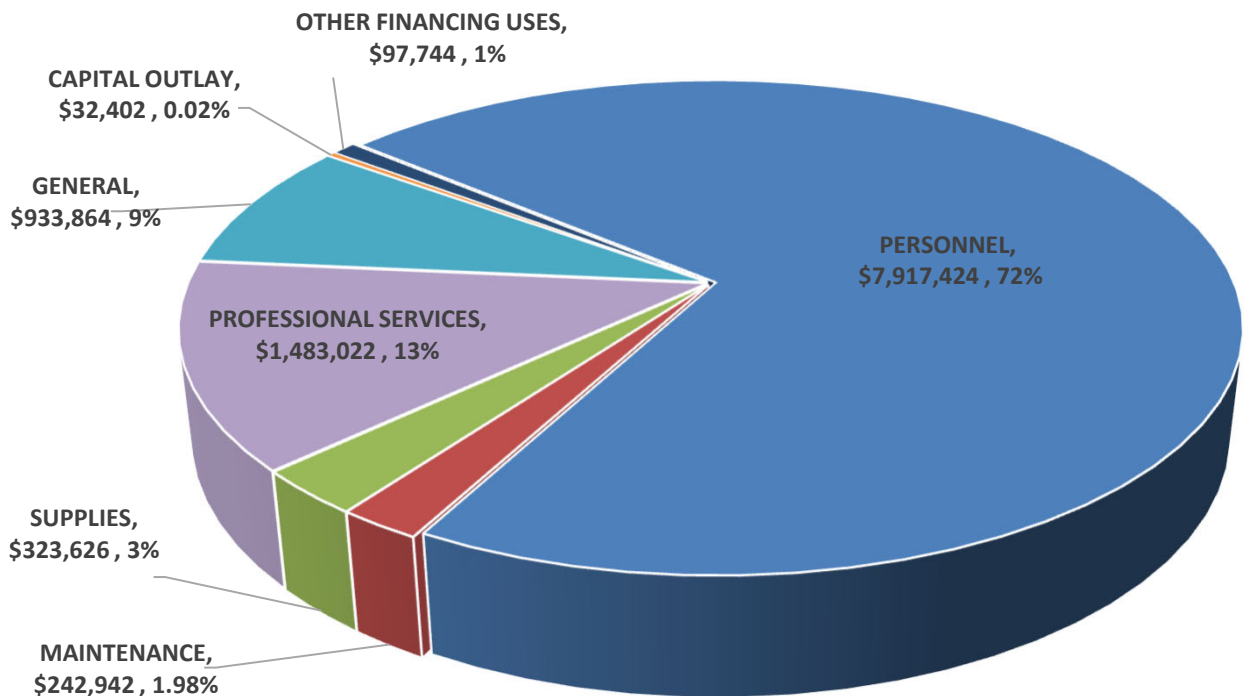


FINANCIAL DASHBOARD FOR THE MONTH ENDING FEBRUARY 28, 2026

GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED FEBRUARY 28, 2026

REVENUES	FY 2023-2024	FY 2024-2025	FY 2025-2026	CURRENT	FISCAL	VARIANCE	PERCENT
	AUDITED ACTUAL	AUDITED ACTUAL	BUDGET	MONTH	YTD	FAVORABLE (UNFAVORABLE)	OF BUDGET
AD VALOREM TAXES	13,895,836	14,560,616	14,610,666	1,233,566	15,215,383	604,717	104.14% (a)
PROPERTY TAX REBATES	(1,776,524)	(12,756)	(105,742)	-	-	105,742	- (b)
SALES TAX	10,339,346	11,536,796	12,332,755	1,021,572	4,654,609	(7,678,146)	37.74%
SALES TAX REBATES	(823,668)	(937,048)	(1,200,000)	(112,668)	(112,668)	1,087,332	- (b)
CITY LIQUOR SALES TAX	56,454	80,559	68,499	8,898	46,093	(22,406)	67.29%
FRANCHISE FEES	1,354,462	1,492,426	1,550,259	58,774	63,201	(1,487,058)	4.08% (b)
PERMITS AND LICENSES	5,288,896	4,146,674	4,834,300	462,043	1,635,664	(3,198,636)	33.83%
CHARGES FOR SERVICES	356,474	386,554	396,800	4,944	51,701	(345,099)	13.03%
FINES	501,865	733,555	732,147	55,131	273,005	(459,142)	37.29%
DRAINAGE FEES	657,211	689,291	690,000	59,543	295,627	(394,373)	42.84%
GRANT REVENUE	38,171	86,659	-	-	217	217	100.00% (c)
OTHER REVENUES	310,566	2,211,272	661,800	1,860	56,712	(605,088)	8.57% (d)
INTEREST	804,437	529,800	535,000	49,610	193,728	(341,272)	36.21%
SUB - TOTAL	31,003,526	35,504,398	35,106,484	2,843,273	22,373,272	(12,733,212)	63.73%
TRANSFER FROM OTHER FUNDS	1,084,866	-	775,168	-	-	(775,168)	-
TOTAL REVENUES	<u>32,088,392</u>	<u>35,504,398</u>	<u>35,881,652</u>	<u>2,843,273</u>	<u>22,373,272</u>	<u>(13,508,380)</u>	<u>62.35%</u>

GENERAL FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Fiscal YTD
Beginning Estimated Fund Balance	5,564,745	7,812,477	10,614,355	10,614,355
Revenue	32,088,392	35,504,398	35,881,652	22,373,272
Expenditures	29,840,660	32,702,520	35,542,938	11,031,024
Ending Estimated Fund Balance	<u>\$ 7,812,477</u>	<u>\$ 10,614,355</u>	<u>\$ 10,953,069</u>	<u>\$21,956,603</u>
Reserve Requirement (20%)			7,005,207	7,005,207
Remaining Unreserved Fund Balance			<u>3,947,862</u>	<u>14,951,396</u>

- (a) Property taxes are 99.96% through February 28. Majority of receipts are collected by the end of February
(b) Substantial amount of activity not expected until mid-year
(c) Library grant received
(d) Pending mid-year budget amendment for settlement revenue recovered in previous fiscal year

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 28, 2026

		FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATIVE SERVICES	ADMINISTRATION							
	PERSONNEL	\$ 955,689	\$ 931,457	\$ 789,730	\$ 60,461	\$ 292,499	\$ 497,231	37.04%
	SUPPLIES	27,685	21,956	10,665	4,812	8,152	2,513	76.44%
	PROFESSIONAL SERVICES	385	-	540	-	540	-	100.00% (a)
	GENERAL	53,820	71,542	72,858	10,925	36,179	36,679	49.66%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL ADMINISTRATION	\$ 1,037,579	\$ 1,024,955	\$ 873,793	\$ 76,198	\$ 337,370	\$ 536,423	38.61%
	CITY COUNCIL							
	PERSONNEL	\$ 64,638	\$ 63,297	\$ 73,915	\$ 6,244	\$ 26,789	\$ 47,126	36.24%
	SUPPLIES	14,892	242	10,950	-	132	10,818	1.21%
	PROFESSIONAL SERVICES	620	2,470	273,100	50	100	273,000	0.04% (b)
	GENERAL	574,028	564,996	451,047	34,692	62,591	388,456	13.88%
	CAPITAL OUTLAY	-	-	129,598	-	32,402	97,196	25.00%
	TOTAL CITY COUNCIL	\$ 654,178	\$ 631,005	\$ 938,610	\$ 40,986	\$ 122,014	\$ 816,596	13.00%
	LEGAL							
	PROFESSIONAL SERVICES	\$ 1,269,565	\$ 1,079,342	\$ 840,042	\$ 19,200	\$ 166,465	\$ 673,577	19.82%
	TOTAL LEGAL	\$ 1,269,565	\$ 1,079,342	\$ 840,042	\$ 19,200	\$ 166,465	\$ 673,577	19.82%
	HUMAN RESOURCES							
	PERSONNEL	\$ 446,532	\$ 468,132	\$ 524,408	\$ 29,459	\$ 153,572	\$ 370,836	29.28%
	SUPPLIES	36,594	26,539	45,935	491	12,537	33,398	27.29%
	PROFESSIONAL SERVICES	121,458	111,022	118,139	545	35,684	82,455	30.21%
	GENERAL	27,749	36,733	30,572	3,051	11,935	18,637	39.04%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL HUMAN RESOURCES	\$ 632,333	\$ 642,426	\$ 719,054	\$ 33,546	\$ 213,728	\$ 505,326	29.72%
	FINANCE							
	PERSONNEL	\$ 917,534	\$ 1,144,050	\$ 1,437,250	\$ 101,562	\$ 499,963	\$ 937,287	34.79%
	SUPPLIES	7,432	5,901	9,900	6,495	7,949	1,951	80.29%
	PROFESSIONAL SERVICES	161,269	263,430	315,632	14,730	129,982	185,650	41.18%
	GENERAL	130,617	55,425	63,722	2,007	14,237	49,485	22.34%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL FINANCE	\$ 1,216,852	\$ 1,468,806	\$ 1,826,504	\$ 124,794	\$ 652,131	\$ 1,174,373	35.70%
	MUNICIPAL COURT							
	PERSONNEL	\$ 385,340	\$ 515,250	\$ 517,965	\$ 39,461	\$ 197,237	\$ 320,728	38.08%
	SUPPLIES	3,969	4,921	2,800	71	605	2,195	21.61%
	PROFESSIONAL SERVICES	44,078	54,324	55,700	3,944	17,725	37,975	31.82%
	GENERAL	40,260	101,966	91,808	8,777	45,255	46,553	49.29%
	CAPITAL OUTLAY	151,970	-	-	-	-	-	-
	TOTAL MUNICIPAL COURT	\$ 625,617	\$ 676,461	\$ 668,273	\$ 52,253	\$ 260,822	\$ 407,451	39.03%
DEV & INFRAS	ECONOMIC DEVELOPMENT							
	PERSONNEL	\$ 243,874	\$ 520,048	\$ 395,000	\$ 30,569	\$ 147,724	\$ 247,276	37.40%
	SUPPLIES	5,102	5,329	9,514	1,593	2,527	6,987	26.56%
	MAINTENANCE	-	-	-	-	-	-	-
	PROFESSIONAL SERVICES	9,044	9,377	10,040	-	-	10,040	-
	GENERAL	20,800	34,291	31,222	425	6,895	24,327	22.08%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL ECONOMIC DEVELOPMENT	\$ 278,820	\$ 569,045	\$ 445,776	\$ 32,587	\$ 157,146	\$ 288,630	35.25%

(a) Multi- year photo replacement in executive conference room

(b) Expenditures for ride share program expected to occur later in fiscal year

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
DEVELOPMENT & INFRASTRUCTURE							
PLANNING & DEVELOPMENT							
PERSONNEL	\$ 1,188,717	\$ 1,300,126	\$ 1,399,840	\$ 88,273	\$ 447,553	\$ 952,287	31.97%
SUPPLIES	20,559	15,193	8,800	139	1,558	7,242	17.70%
MAINTENANCE	13,083	-	-	-	-	-	-
PROFESSIONAL SERVICES	683,587	363,022	366,950	2,755	43,655	323,295	11.90% (c)
GENERAL	86,218	35,203	26,545	229	4,968	21,577	18.72%
CAPITAL OUTLAY	-	44,649	-	-	-	-	-
TOTAL PLANNING & DEVELOPMENT	\$ 1,992,164	\$ 1,758,193	\$ 1,802,135	\$ 91,396	\$ 497,734	\$ 1,304,401	27.62%
ENGINEERING							
PERSONNEL	\$ 675,781	\$ 855,387	\$ 1,486,384	\$ 90,193	\$ 470,044	\$ 1,016,340	31.62%
SUPPLIES	10,608	15,934	11,300	72	547	10,753	4.84%
PROFESSIONAL SERVICES	78,725	43,415	31,203	1,320	22,596	8,607	72.42%
GENERAL	15,120	23,787	21,530	1,493	5,711	15,819	26.53%
CAPITAL OUTLAY	38,335	-	-	-	-	-	-
TOTAL ENGINEERING	\$ 818,569	\$ 938,523	\$ 1,550,417	\$ 93,078	\$ 498,898	\$ 1,051,519	32.18%
CONSTRUCTION INSPECTION							
PERSONNEL	\$ 442,174	\$ 624,812	\$ 704,404	\$ 55,786	\$ 270,717	\$ 433,687	38.43%
SUPPLIES	35,047	31,620	29,532	-	4,756	24,776	16.10%
MAINTENANCE	144	-	-	-	-	-	-
PROFESSIONAL SERVICES	9,027	10,841	65,370	-	13,630	51,740	20.85%
GENERAL	5,236	6,214	8,615	-	2,127	6,488	24.69%
CAPITAL OUTLAY	91,952	145,786	-	-	-	-	-
TOTAL CONSTRUCTION INSPECTION	\$ 583,580	\$ 819,273	\$ 807,921	\$ 55,786	\$ 291,230	\$ 516,691	36.05%
STREETS & DRAINAGE							
PERSONNEL	\$ 728,150	\$ 1,056,976	\$ 1,069,133	\$ 101,317	\$ 412,638	\$ 656,495	38.60%
SUPPLIES	134,045	162,112	148,087	11,644	40,577	107,510	27.40%
MAINTENANCE	1,441,320	1,822,551	2,408,500	12,450	75,064	2,333,436	3.12% (d)
PROFESSIONAL SERVICES	268,461	431,799	475,255	2,670	122,947	352,308	25.87%
GENERAL	285,523	383,625	411,413	57,898	140,951	270,462	34.26%
CAPITAL OUTLAY	804,456	18,649	-	-	-	-	-
TOTAL STREETS & DRAINAGE	\$ 3,661,955	\$ 3,875,712	\$ 4,512,388	\$ 185,979	\$ 792,177	\$ 3,720,211	17.56%
FLEET MAINTENANCE							
PERSONNEL	\$ 151,331	\$ 207,376	\$ 207,579	\$ 16,967	\$ 80,612	\$ 126,967	38.83%
SUPPLIES	4,621	5,449	3,291	81	1,132	2,159	34.40%
MAINTENANCE	175,446	119,703	133,297	1,696	34,236	99,061	25.68%
PROFESSIONAL SERVICES	2,657	3,798	8,720	-	1,249	7,471	14.32%
GENERAL	-	-	2,000	-	-	2,000	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL FLEET MAINTENANCE	\$ 334,055	\$ 336,326	\$ 354,887	\$ 18,744	\$ 117,229	\$ 237,658	33.03%
FACILITY MAINTENANCE							
PERSONNEL	\$ 203,574	\$ 213,142	\$ 235,258	\$ 12,922	\$ 75,847	\$ 159,411	32.24%
SUPPLIES	18,546	24,884	22,171	1,971	6,179	15,992	27.87%
MAINTENANCE	429,385	269,237	269,112	9,919	55,494	213,618	20.62%
PROFESSIONAL SERVICES	88,791	118,455	127,452	3,100	39,350	88,102	30.87%
GENERAL	1,711	-	3,250	-	-	3,250	-
CAPITAL OUTLAY	207,327	-	-	-	-	-	-
TOTAL FACILITY MAINTENANCE	\$ 949,334	\$ 625,718	\$ 657,243	\$ 27,912	\$ 176,870	\$ 480,373	26.91%

(c) UDC Rewrite, third party inspection and plan reviews

(d) Significant seasonal expenditures (road maintenance program) to occur later in fiscal year

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 ACTUAL	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
STRATEGIC OPERATIONS							
PERSONNEL	\$ -	\$ 162,553	\$ 275,770	\$ 20,818	\$ 104,241	\$ 171,529	37.80%
SUPPLIES	-	75	350	-	-	350	-
PROFESSIONAL SERVICES	-	13,029	-	-	-	-	-
GENERAL	95,834	6,324	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL STRATEGIC OPERATIONS	\$ 95,834	\$ 181,981	\$ 276,120	\$ 20,818	\$ 104,241	\$ 171,879	37.75%
POLICE							
PERSONNEL	\$ 6,692,883	\$ 8,057,677	\$ 8,668,761	\$ 662,960	\$ 3,331,568	\$ 5,337,193	38.43%
SUPPLIES	504,997	601,193	594,826	3,795	117,988	476,838	19.84%
MAINTENANCE	44,573	96,399	78,839	2,137	18,088	60,751	22.94%
PROFESSIONAL SERVICES/FEES	646,211	1,176,293	2,067,994	6,703	202,967	1,865,027	9.81% (e)
GENERAL	219,037	181,705	234,876	10,338	66,147	168,729	28.16%
CAPITAL OUTLAY	757,304	410,101	-	-	-	-	-
TOTAL POLICE	\$ 8,865,005	\$ 10,523,368	\$ 11,645,296	\$ 685,933	\$ 3,736,758	\$ 7,908,538	32.09%
CITY SECRETARY							
PERSONNEL	\$ 224,076	\$ 283,178	\$ 288,217	\$ 21,949	\$ 108,131	\$ 180,086	37.52%
SUPPLIES	857	353	560	-	115	445	20.54%
PROFESSIONAL SERVICES	146,364	170,895	151,401	30,848	69,405	81,996	45.84%
GENERAL	6,316	5,378	5,860	1,615	2,894	2,966	49.39%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL CITY SECRETARY	\$ 377,613	\$ 459,804	\$ 446,038	\$ 54,412	\$ 180,545	\$ 265,493	40.48%
COMMUNICATIONS							
PERSONNEL	\$ 395,064	\$ 378,351	\$ 428,742	\$ 32,230	\$ 158,249	\$ 270,493	36.91%
SUPPLIES	10,578	2,832	1,671	-	1,041	630	62.30%
PROFESSIONAL SERVICES	140,644	69,535	88,533	315	74,282	14,251	83.90% (f)
GENERAL	10,152	60,123	10,635	375	4,040	6,595	37.99%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL COMMUNICATIONS	\$ 556,438	\$ 510,841	\$ 529,581	\$ 32,920	\$ 237,612	\$ 291,969	44.87%
INFORMATION TECHNOLOGY							
PERSONNEL	\$ 385,693	\$ 587,909	\$ 679,773	\$ 45,379	\$ 226,816	\$ 452,957	33.37%
SUPPLIES	81,239	104,908	27,159	-	17,625	9,534	64.90%
PROFESSIONAL SERVICES	621,550	779,941	1,023,012	14,841	436,349	586,663	42.65%
GENERAL	3,661	10,426	11,508	-	2,636	8,872	22.91%
CAPITAL OUTLAY	191,310	-	-	-	-	-	-
TOTAL INFORMATION TECHNOLOGY	\$ 1,283,453	\$ 1,483,184	\$ 1,741,452	\$ 60,220	\$ 683,426	\$ 1,058,026	39.24%
EMERGENCY MANAGEMENT							
PERSONNEL	\$ 225,749	\$ 307,198	\$ 311,403	\$ 23,125	\$ 95,699	\$ 215,704	30.73%
SUPPLIES	13,799	10,387	12,989	208	865	12,124	6.66%
PROFESSIONAL SERVICES	-	10,202	37,207	344	4,348	32,859	11.69%
GENERAL	3,101	8,624	9,200	600	1,295	7,905	14.08%
CAPITAL OUTLAY	48,997	-	-	-	-	-	-
TOTAL EMERGENCY MANAGEMENT	\$ 291,646	\$ 336,411	\$ 370,799	\$ 24,277	\$ 102,207	\$ 268,592	27.56%

(e) Animal shelter and dispatch expenditures to occur later in fiscal year

(f) Majority of software & professional services purchased

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 28, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026	CURRENT	FISCAL	VARIANCE	PERCENT
		ACTUAL	ACTUAL	BUDGET	MONTH	YTD	FAVORABLE (UNFAVORABLE)	OF BUDGET
COMMUNITY SERVICES	LIBRARY							
	PERSONNEL	\$ 442,616	\$ 637,810	\$ 671,757	\$ 51,166	\$ 242,931	\$ 428,826	36.16%
	SUPPLIES	66,182	54,653	64,525	4,940	24,003	40,522	37.20%
	PROFESSIONAL SERVICES	8,208	3,193	6,300	130	3,217	3,083	51.06%
	GENERAL	9,414	14,527	19,060	776	7,641	11,419	40.09%
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL LIBRARY	\$ 526,420	\$ 710,183	\$ 761,642	\$ 57,012	\$ 277,792	\$ 483,850	36.47%
	COMMUNITY SVCS ADMIN							
	PERSONNEL	\$ 210,590	\$ 292,316	\$ 393,470	\$ 30,165	\$ 151,393	\$ 242,077	38.48%
	SUPPLIES	252,462	2,905	5,100	124	829	4,271	16.25%
NON-DEPT	PROFESSIONAL SERVICES	61,789	6,899	-	-	-	-	-
	GENERAL	17,408	14,756	1,100	-	-	1,100	-
	CAPITAL OUTLAY	-	-	-	-	-	-	-
	TOTAL COMMUNITY SVCS ADMIN	\$ 542,249	\$ 316,876	\$ 399,670	\$ 30,289	\$ 152,222	\$ 247,448	38.09%
	PARKS & RECREATION							
	PERSONNEL	\$ 1,087,305	\$ 1,290,377	\$ 1,248,666	\$ 81,864	\$ 423,201	\$ 825,465	33.89%
	SUPPLIES	137,396	121,240	231,885	4,660	66,803	165,082	28.81%
	MAINTENANCE	115,339	139,616	119,900	10,254	60,060	59,840	50.09%
	PROFESSIONAL SERVICES	167,423	220,773	391,395	12,339	94,641	296,754	24.18%
	GENERAL	59,608	88,067	83,070	8,583	33,795	49,275	40.68%
	CAPITAL OUTLAY	46,785	16,975	-	-	-	-	-
	TOTAL PARKS & RECREATION	\$ 1,613,856	\$ 1,877,048	\$ 2,074,916	\$ 117,700	\$ 678,500	\$ 1,396,416	32.70%
	NON-DEPARTMENTAL							
	PERSONNEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUPPLIES	18,595	19,867	19,220	705	7,706	11,514	40.09%
	MAINTENANCE	-	-	-	-	-	-	-
	PROFESSIONAL SERVICES	668	4,960	16,125	861	3,890	12,235	24.12%
	GENERAL	554,596	695,886	809,061	390,734	484,567	324,494	59.89%
	CAPITAL OUTLAY	53,860	246,659	-	-	-	-	-
	OTHER FINANCING USES & DEBT SERV	1,005,826	889,667	455,975	-	97,744	358,231	21.44%
	TOTAL NON-DEPARTMENTAL	\$ 1,633,545	\$ 1,857,039	\$ 1,300,381	\$ 392,300	\$ 593,907	\$ 706,474	45.67%
TRANSFERS TO OTHER FUNDS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL EXPENDITURES		\$ 29,840,660	\$ 32,702,520	\$ 35,542,938	\$ 2,328,340	\$ 11,031,024	\$ 24,511,914	31.04%

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COURT FUNDS							
REVENUES	46,008	63,495	59,489	4,802	23,054	(36,435)	38.75%
EXPENDITURES	8,522	34,036	81,896	1,103	10,514	71,382	12.84%
NET CHANGE	37,486	29,459	(22,407)	3,699	12,540	34,947	
HUTTO POLICE SEIZURE FUND							
REVENUES	1,500	2,911	1,250	64	405	(845)	32.40%
EXPENDITURES	-	-	20,000	-	-	20,000	-
NET CHANGE	1,500	2,911	(18,750)	64	405	19,155	
POLICE LEOSE FUNDS							
REVENUES	6,447	6,753	150	4	27	(123)	18.00%
EXPENDITURES	25,108	-	2,100	-	-	2,100	-
NET CHANGE	(18,661)	6,753	(1,950)	4	27	1,977	
PEG CAPITAL FUND							
REVENUES	40,614	37,033	35,100	7,367	9,492	(25,608)	27.04%
EXPENDITURES	4,376	-	24,634	-	-	24,634	-
NET CHANGE	36,238	37,033	10,466	7,367	9,492	(974)	

***OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES & EXPENSES
DETAILED BY FUND***

CITY OF HUTTO
DEBT SERVICE FUND (11)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
PROPERTY TAX	\$ 6,460,967	\$ 7,332,984	\$ 7,709,737	\$ 648,860	\$ 8,002,706	\$ 292,969	103.80% (a)
INTEREST EARNED	274,437	175,624	175,000	14,422	54,571	(120,429)	31.18%
TRANSFER FROM OTHER FUNDS	366,676	1,060,481	783,356	-	-	(783,356)	-
TOTAL REVENUES	\$ 7,102,080	\$ 8,569,089	\$ 8,668,093	\$ 663,282	\$ 8,057,277	\$ (610,816)	92.95%
EXPENDITURES							
2013 CO	161,762	160,940	160,047	24,798	24,798	135,249	15.49%
2013 Refunding GO	162,667	163,490	161,800	12,761	12,761	149,039	7.89%
2015 CO/GO	100,688	102,032	101,800	11,704	11,704	90,096	11.50%
2016 GO	462,125	465,125	462,900	48,963	48,963	413,937	10.58%
2016 CO	-	-	-	-	-	-	-
2017 LTN	633,270	-	-	-	-	-	-
2017 CO	613,488	758,538	760,000	185,019	185,019	574,981	24.34%
Bond Principal (2019A GO)	776,788	1,076,688	1,072,900	288,969	288,969	783,931	26.93%
Bond (2019B)	403,098	590,098	597,600	163,799	163,799	433,801	27.41%
GO 2020B	592,305	593,005	588,500	54,253	54,253	534,247	9.22%
GO 2020A	207,215	202,265	202,300	16,158	16,158	186,142	7.99%
GO 2022	1,647,425	1,644,675	1,645,700	517,838	517,838	1,127,862	31.47%
GO 2023	1,015,145	727,175	729,200	264,613	264,613	464,587	36.29%
2023A	-	795,044	797,294	263,647	263,647	533,647	33.07%
2024 GO	-	815,635	745,396	372,625	372,625	372,771	49.99%
2024 CO	-	464,763	424,656	212,328	212,328	212,328	50.00%
Misc Debt Service	41,795	44,852	47,805	(7,608)	4,604	43,201	9.63%
TOTAL EXPENSES	\$ 6,817,771	\$ 8,604,325	\$ 8,497,898	\$ 2,429,867	\$ 2,442,079	\$ 6,055,819	28.74%
NET CHANGE IN FUND BALANCE	\$ 284,309	\$ (35,236)	\$ 170,195	\$ (1,766,585)	\$ 5,615,198		

DEBT SERVICE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 1,875,223	\$ 2,159,532	\$ 2,124,296	\$ 2,124,296
Revenue	7,102,080	8,569,089	8,668,093	8,057,277
Expenses	6,817,771	8,604,325	8,497,898	2,442,079
Ending Fund Balance	\$ 2,159,532	\$ 2,124,296	\$ 2,294,491	\$ 7,739,494

CITY OF HUTTO
HOTEL TAX FUND (24)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
OCCUPANCY TAX	\$ 323,064	\$ 340,636	\$ 380,000	\$ 47,005	\$ 84,437	\$ (295,563)	22.22%
INTEREST	41,740	45,478	55,908	2,757	16,970	(38,938)	30.35%
TOTAL REVENUES	\$ 364,804	\$ 386,114	\$ 435,908	\$ 49,762	\$ 101,407	\$ (334,501)	23.26%
EXPENDITURES							
Supplies & Materials	-	40,840	-	-	-	-	-
Advertising	-	-	15,000	-	-	15,000	-
Promotion of the Arts (>15%)	-	-	48,460	-	-	48,460	-
Special Events	-	-	80,214	-	68,071	12,143	84.86%
TOTAL EXPENSES	\$ -	\$ 40,840	\$ 143,674	\$ -	\$ 68,071	\$ 75,603	47.38%
NET CHANGE IN FUND BALANCE	\$ 364,804	\$ 345,273	\$ 292,234	\$ 49,762	\$ 33,336		

HOTEL TAX FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 686,690	\$ 1,051,494	\$ 1,396,767	\$ 1,396,767
Revenue	364,804	386,114	435,908	101,407
Expenses	-	40,840	143,674	68,071
Ending Fund Balance	\$ 1,051,494	\$ 1,396,768	\$ 1,689,001	\$ 1,430,103

CITY OF HUTTO
ECONOMIC DEVELOPMENT FUND (35)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
SALES TAX	\$ 3,423,580	\$ 3,680,966	\$ 3,618,706	\$ 340,524	\$ 1,551,536	\$ (2,067,170)	42.88%
INTEREST	158,682	154,716	175,000	20,879	104,637	(70,363)	59.79%
OTHER REVENUE	955,927	2,818,514	38,080,654	-	382,000	(37,698,654)	1.00% (a)
GRANT REVENUE	12,600	6,300	-	-	-	-	-
MISC FINANCE	(8,049)	-	34,998,328	-	-	(34,998,328)	-
TOTAL REVENUES	\$ 4,542,740	\$ 6,660,496	\$ 76,872,688	\$ 361,403	\$ 2,038,173	\$ (74,834,515)	2.65%
EXPENDITURES							
Supplies & Materials	7,681	8,676	2,408	11	68	2,340	2.82%
Contractual Services	229,123	229,831	242,579	25,648	93,458	149,121	38.53%
Other/MISC Expenses	500,556	1,253,515	1,163,785	737	5,619	1,158,166	0.48% (b)
Capital Outlay	(44,442)	1,000,000	34,998,328	-	-	34,998,328	-
Debt Services	2,632,930	2,554,933	13,951,203	1,047,707	1,539,587	12,411,616	11.04% (c)
TOTAL EXPENSES	\$ 3,325,848	\$ 5,046,955	\$ 50,358,303	\$ 1,074,103	\$ 1,638,732	\$ 48,719,571	3.25%
NET CHANGE IN FUND BALANCE	\$ 1,216,892	\$ 1,613,541	\$ 26,514,385	\$ (712,700)	\$ 399,441	\$ (26,114,944)	

	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	YTD
ECONOMIC DEVELOPMENT FUND SUMMARY				
Budgeted Beginning Fund Balance	\$ 5,543,103	\$ 6,759,995	\$ 8,373,536	\$ 8,373,536
Revenue	4,542,740	6,660,496	76,872,688	2,038,173
Expenses	3,325,848	5,046,955	50,358,303	1,638,732
Ending Fund Balance	\$ 6,759,995	\$ 8,373,536	\$ 34,887,921	\$ 8,772,977

- (a) Revenue expected to increase with the completion of land sales
(b) Expenditures expected to increase in March with annual incentive payments
(c) Pending a budget amendment in relation to the refinance of the Alliance Bank loan

CITY OF HUTTO
PARK IMPROVEMENT FUND (40)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 125,058	\$ 66,442	\$ 46,875	\$ 2,667	\$ 17,757	\$ (29,118)	37.88%
PARK LAND FEES	199,193	685,705	200,000	-	26,170	(173,830)	13.09%
SUB - TOTAL	\$ 324,251	\$ 752,147	\$ 246,875	\$ 2,667	\$ 43,927	\$ (202,948)	17.79%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 324,251	\$ 752,147	\$ 246,875	\$ 2,667	\$ 43,927	\$ (202,948)	17.79%
EXPENDITURES							
Parks Master Plan	136,674	-	-	-	-	-	-
Trails Master Plan	59,726	-	-	-	-	-	-
Capital Improvement Fund							
P02 Fritz Park Improvements	1,058,176	143,822	-	-	66,357	(66,357)	100%
P04 Field Lighting	299,300	-	-	-	-	-	-
P05 Trail Lighting	253,657	241,239	-	-	-	-	-
P06 Veteran's Memorial	99,696	-	-	-	-	-	-
P08 Trail Expansion from Cross Creek to Creekside	223,864	1,250	-	-	-	-	-
P09 Trail Expansion at Adam Orgain Park	5,750	3,904	-	-	-	-	-
P10 Hutto Lake Park Dock Replacement	46,992	-	-	-	-	-	-
P11 Replace Fencing at Fritz Park Tennis Courts	37,477	-	-	-	-	-	-
P12 Security Cameras at multiple parks	6,167	13,100	-	-	-	-	-
P13 ZapStand (AED) at Mager Fields	8,750	8,750	-	-	-	-	-
P15 Athletic Fields & Feasibility Study	30,462	5,790	-	-	-	-	-
P16 Brushy Creek Amphitheater Improvements	15,000	-	-	-	-	-	-
P18 Pickleball Courts	8,000	118,110	-	4,026	16,705	(16,705)	100%
P19 Adam Orgain Restroom	49,457	40,415	235,156	-	56,503	178,653	24.03%
P22 Hutto Lake Park South Trail Extension	-	-	-	-	-	-	-
P34 Hutto Lake Park Playground	-	22,486	-	-	7,658	-	100%
TOTAL EXPENSES	\$ 2,339,148	\$ 598,866	\$ 235,156	\$ 4,026	\$ 147,223	\$ 95,591	62.61%
NET CHANGE IN FUND BALANCE	\$ (2,014,897)	\$ 153,281	\$ 11,719	\$ (1,359)	\$ (103,296)		

PARK IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 3,340,216	\$ 1,325,319	\$ 1,478,600	\$ 1,478,600
Revenue	324,251	752,147	246,875	43,927
Expenses	2,339,148	598,866	235,156	147,223
Ending Fund Balance	\$ 1,325,319	\$ 1,478,600	\$ 1,490,319	\$ 1,375,304

CITY OF HUTTO
COMMUNITY BENEFIT FEE FUND (41)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 184,359	\$ 114,315	\$ 87,413	\$ 5,620	\$ 35,361	\$ (52,052)	40.45%
SPECIAL EVENT REVENUE	-	48,788	-	-	-	-	-
PID FEES - PRAIRIE WINDS	-	980,000	-	-	-	-	-
PID FEES - COTTONWOOD CREEK	-	533,063	-	-	-	-	-
SUB - TOTAL	<u>\$ 184,359</u>	<u>\$ 1,676,166</u>	<u>\$ 87,413</u>	<u>\$ 5,620</u>	<u>\$ 35,361</u>	<u>\$ (52,052)</u>	40.45%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ 184,359</u>	<u>\$ 1,676,166</u>	<u>\$ 87,413</u>	<u>\$ 5,620</u>	<u>\$ 35,361</u>	<u>\$ (52,052)</u>	40.45%
EXPENDITURES							
CR 137 Repairs	333,200	-	-	-	-	-	-
REFY Sidewalks	-	-	500,000	-	12,580	487,420	2.52%
Sidewalk Construction	-	-	-	-	-	-	-
Brushy Creek Amphitheater (annual maint)	-	-	-	-	62,013	(62,013)	100%
Holidays in Hutto	-	15,222	-	-	-	-	-
Parks Special Events	-	168,815	-	-	-	-	-
Downtown Christmas Lights	-	23,435	-	-	-	-	-
Purchase Property	-	773,563	-	-	-	-	-
Capital Improvements	-	-	-	-	-	-	-
F01 new Public Works Facility	-	-	-	-	-	-	-
F02 new Police Facility	26,910	28,922	-	-	51,039	(51,039)	100%
Fxx new Parks facility	-	-	-	-	-	-	-
T10 Ed Schmidt Safety & Operations	290,420	167,749	-	-	32,125	(32,125)	100%
T19 CR 199 Reconstruction	1,018,915	49,744	-	-	15,847	(15,847)	100%
P06 Veteran's Memorial	-	378,975	-	-	-	-	-
P07 YMCA Improvements	-	-	500,000	-	-	500,000	-
Live Oak Street Extension	-	-	175,000	-	-	175,000	-
TOTAL EXPENSES	<u>\$ 1,669,445</u>	<u>\$ 1,606,425</u>	<u>\$ 1,175,000</u>	<u>\$ -</u>	<u>\$ 173,604</u>	<u>\$ 1,001,396</u>	85.23%
NET CHANGE IN FUND BALANCE	\$ (1,485,086)	\$ 69,741	\$ (1,087,587)	\$ 5,620	\$ (138,243)		

	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
COMMUNITY BENEFIT FEE FUND SUMMARY				
Budgeted Beginning Fund Balance	\$ 4,120,573	\$ 2,635,487	\$ 2,705,228	\$ 2,705,228
Revenue	184,359	1,676,166	87,413	35,361
Expenses	1,669,445	1,606,425	1,175,000	173,604
Ending Fund Balance	<u>\$ 2,635,487</u>	<u>\$ 2,705,228</u>	<u>\$ 1,617,641</u>	<u>\$ 2,566,985</u>

CITY OF HUTTO
TRANSPORTATION IMPROVEMENT FUND (42)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 289,444	\$ 333,988	\$ 300,696	\$ 18,009	\$ 113,079	\$ (187,617)	37.61%
TRANSPORTATION IMPACT FEES	4,424,350	1,294,754	1,500,000	32,733	545,894	(954,106)	36.39%
SUB - TOTAL	\$ 4,713,794	\$ 1,628,742	\$ 1,800,696	\$ 50,742	\$ 658,973	\$ (1,141,723)	36.60%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 4,713,794	\$ 1,628,742	\$ 1,800,696	\$ 50,742	\$ 658,973	\$ (1,141,723)	36.60%
EXPENDITURES							
Traffic Impact Fee Study	109,968	24,042	-	-	-	-	-
Mobility Master Plan	179,986	-	-	-	-	-	-
Capital Improvement Fund							
T10 Ed Schmidt Safety & Operations	-	-	-	-	-	-	-
T11 Emory Farms	109,522	287,093	-	-	-	-	-
T13 Traffic Signal at Innovation & Limmer Loop	128,100	181,937	-	-	79,832	(79,832)	100%
T15 Exchange Blvd. Reconstruction	-	-	1,117,149	-	-	1,117,149	-
T16 - FM 1660 Main Hippo	-	-	633,075	-	-	633,075	-
T18 CR 163 Reconstruction	-	325,497	-	-	207,894	(207,894)	100%
T19 CR 199 Reconstruction	-	53,805	-	-	5,050	(5,050)	100%
T22 Innovation Expansion	-	-	500,000	-	-	500,000	-
T20 FM 3349 Bridge Beautification Project	-	83,792	-	-	-	-	-
T26 SH 130 NB Frontage	-	-	500,000	-	-	500,000	-
T46/T79 Intersection @ Ed Schmidt and Live Oak	-	-	500,000	-	-	500,000	-
T48 Limmer from Ed Schmidt to 1660	-	-	423,919	-	-	423,919	-
T73 Carl Stern 168S	-	-	500,000	-	-	500,000	-
TOTAL EXPENSES	\$ 527,576	\$ 956,166	\$ 4,174,143	\$ -	\$ 292,776	\$ 3,881,367	7.01%
NET CHANGE IN FUND BALANCE	\$ 4,186,218	\$ 672,576	\$ (2,373,447)	\$ 50,742	\$ 366,197		

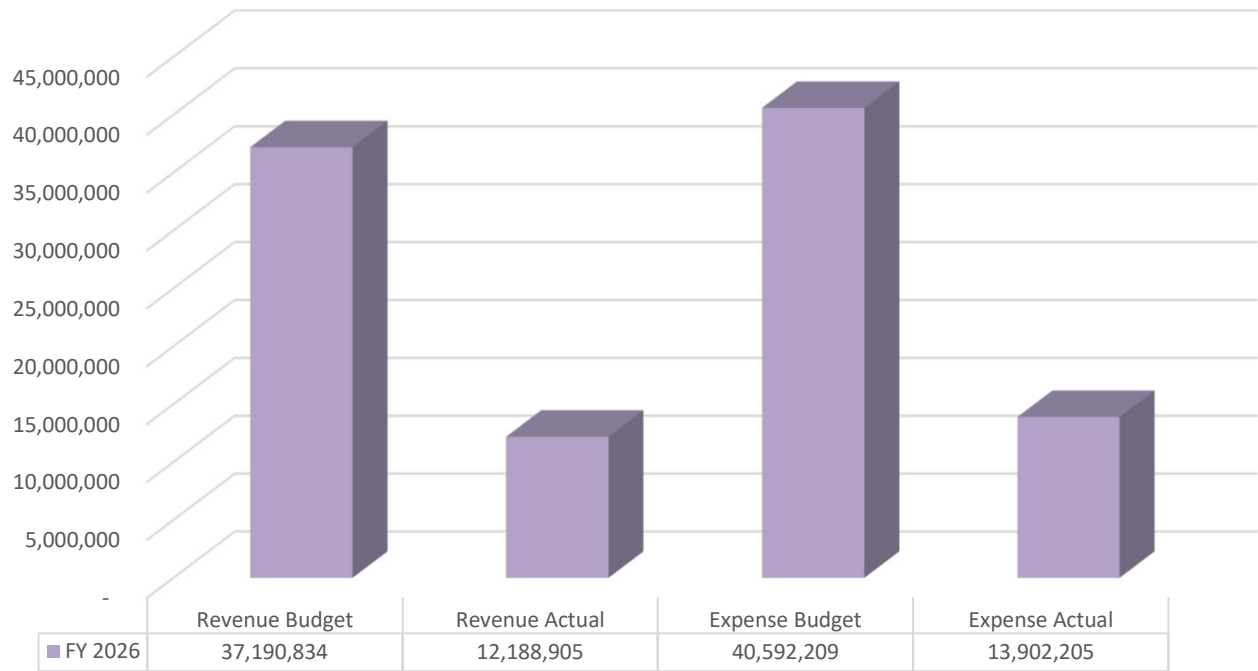
	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
TRANSPORTATION IMPROVEMENT FUND SUMMARY				
Budgeted Beginning Fund Balance	\$ 4,047,182	\$ 8,233,400	\$ 8,905,976	\$ 8,905,976
Revenue	4,713,794	1,628,742	1,800,696	658,973
Expenses	527,576	956,166	4,174,143	292,776
Ending Fund Balance	\$ 8,233,400	\$ 8,905,976	\$ 6,532,529	\$ 9,272,173

CITY OF HUTTO
ARPA FUND (65)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

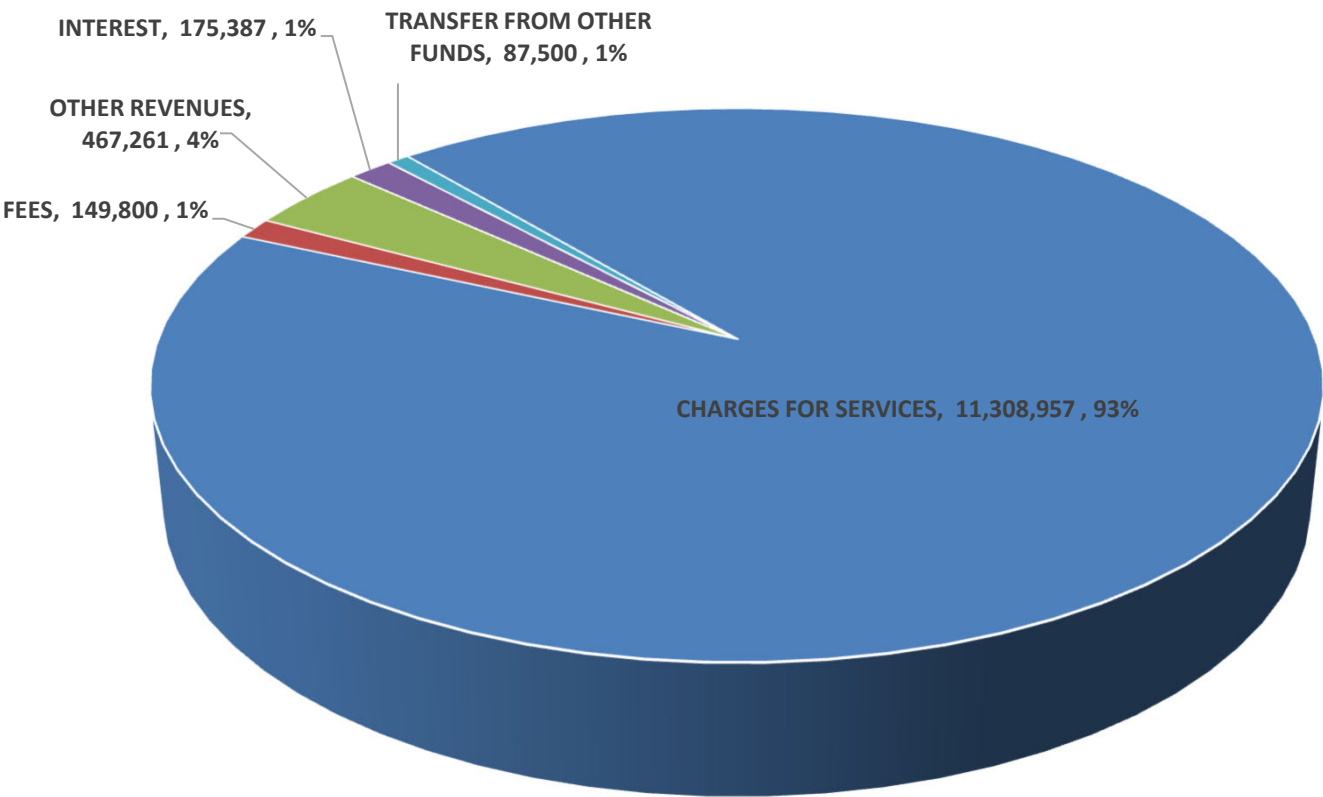
	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 287,382	\$ 277,199	\$ -	\$ 21,921	\$ 127,860	\$ 127,860	100%
GRANT REVENUE	-	6,244,540	-	-	3,755,460	3,755,460	100%
SUB - TOTAL	\$ 287,382	\$ 6,521,739	\$ -	\$ 21,921	\$ 3,883,320	\$ 3,883,320	100%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 287,382	\$ 6,521,739	\$ -	\$ 21,921	\$ 3,883,320	\$ 3,883,320	100%
EXPENSES							
Capital Improvement Fund							
W12 Water Distribution Lines	-	-	-	-	-	-	-
W03 Northwest Transmission Water Main	63,017	-	-	-	-	-	-
WW10 SE Loop Wastewater Interceptor	919,853	-	-	-	58,720	58,720	100%
Capital Outlay	-	-	-	-	-	-	-
Other Financing Uses	-	6,142,065	-	-	-	-	-
TOTAL EXPENSES	\$ 982,870	\$ 6,142,065	\$ -	\$ -	\$ 58,720	\$ 58,720	100%
NET CHANGE IN FUND BALANCE	\$ (695,488)	\$ 379,674	\$ -	\$ 21,921	\$ 3,824,600		
ARPA FUND SUMMARY							
	Audited Actual	Audited Actual	Budget		Projected		
Budgeted Beginning Fund Balance	\$ 7,084,973	\$ 6,389,485	\$ 6,769,159		\$ 6,769,159		
Revenue	287,382	6,521,739	-		3,883,320		
Expenses	982,870	6,142,065	-		58,720		
Ending Fund Balance	\$ 6,389,485	\$ 6,769,159	\$ 6,769,159		\$ 10,593,759		

FINANCIAL DASHBOARD FOR THE MONTH ENDING
FEBRUARY 28, 2026

Utility Fund

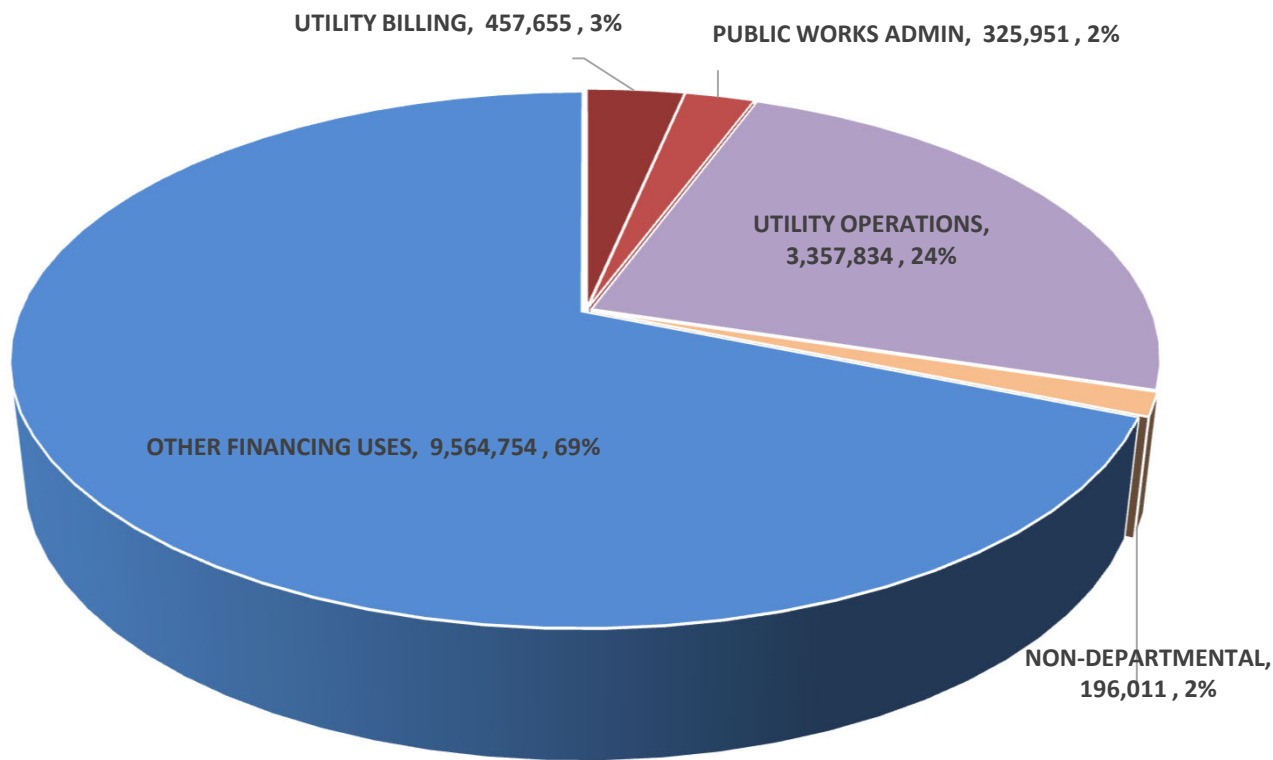


UTILITY FUND REVENUES

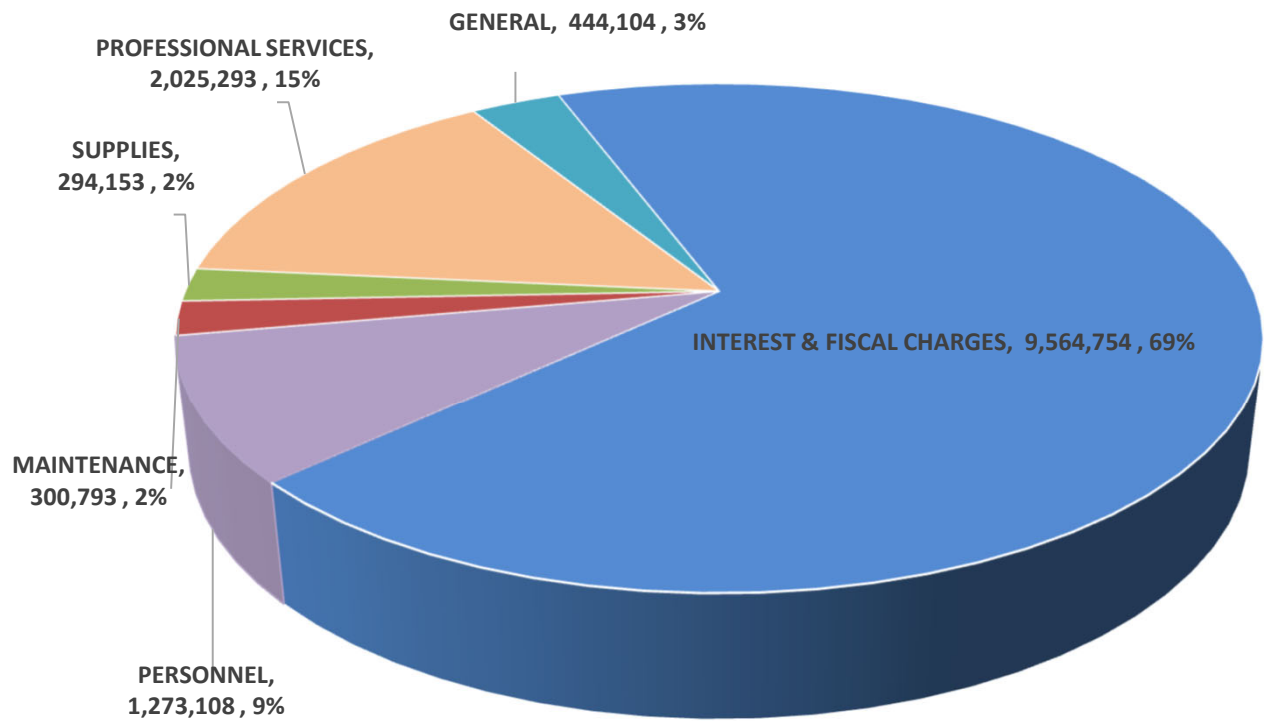


FINANCIAL DASHBOARD FOR THE MONTH ENDING
FEBRUARY 28, 2026

UTILITY FUND EXPENDITURES BY DEPARTMENT (YTD)



UTILITY FUND EXPENDITURES BY TYPE



CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
CHARGES FOR SERVICES	\$ 18,870,046	\$ 23,185,135	\$ 25,190,500	\$ 2,186,959	\$ 11,308,957	\$ (13,881,543)	44.89%
FEES	728,386	604,700	297,600	31,952	149,800	(147,800)	50.34%
OTHER REVENUES	8,538	5,183	507,834	500	467,261	(40,573)	92.01% (a)
INTEREST	440,028	530,228	425,000	19,108	175,387	(249,613)	41.27%
BAD DEBT ADJUSTMENT	(59,786)	(49,367)	-	-	-	-	-
SUB - TOTAL	\$ 19,987,212	\$ 24,275,879	\$ 26,420,934	\$ 2,238,519	\$ 12,101,405	\$ (14,319,529)	45.80%
TRANSFER FROM OTHER FUNDS	3,702,730	9,959,320	10,769,900	-	87,500	(10,682,400)	0.81% (b)
TOTAL REVENUES	\$ 23,689,942	\$ 34,235,199	\$ 37,190,834	\$ 2,238,519	\$ 12,188,905	\$ (25,001,929)	32.77%

UTILITY FUND SUMMARY	FY 2023-2024 Audited	FY 2024-2025 Audited	FY 2025-2026 Budget	Fiscal YTD
Beginning Estimated Fund Balance	10,255,636	11,288,783	\$ 12,408,745	\$ 12,408,745
Revenue	23,689,942	34,235,199	37,190,834	12,188,905
Expenses	22,656,795	33,115,237	40,592,209	13,902,205
Ending Estimated Fund Balance	\$ 11,288,783	\$ 12,408,745	\$ 9,007,370	\$ 10,695,445
Reserve Requirement (20%)			\$ 8,070,222	\$ 8,070,222
Remaining Unreserved Fund Balance			\$ 937,148	\$ 2,625,223

- (a) FY25 operations and maintenance refund received from Brazos River Authority
(b) Initial transfers occur in August for principal payments with debt service transfers

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY BILLING							
PERSONNEL	\$ 485,990	\$ 504,230	\$ 591,228	\$ 50,077	\$ 234,698	\$ 356,530	39.70%
SUPPLIES	73,363	97,335	106,020	56,840	82,293	23,727	77.62%
MAINTENANCE	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	130,291	163,795	308,929	3,740	119,454	189,475	38.67%
GENERAL	892,148	897,634	157,899	245	21,210	136,689	13.43%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL UTILITY BILLING	\$ 1,581,792	\$ 1,662,994	\$ 1,164,076	\$ 110,902	\$ 457,655	\$ 706,421	39.31%
ENGINEERING							
PROFESSIONAL SERVICES	\$ 18,949	\$ 24,295	\$ 37,898	\$ -	\$ -	\$ 37,898	-
TOTAL ENGINEERING	\$ 18,949	\$ 24,295	\$ 37,898	\$ -	\$ -	\$ 37,898	-
PUBLIC WORKS ADMIN							
PERSONNEL	\$ 531,232	\$ 693,401	\$ 681,381	\$ 52,455	\$ 257,102	\$ 424,279	37.73%
SUPPLIES	3,751	7,348	4,800	217	575	4,225	11.98%
PROFESSIONAL SERVICES	263,703	123,276	135,158	-	65,689	69,469	48.60%
GENERAL	62,216	18,845	25,892	-	2,585	23,307	9.98%
CAPITAL OUTLAY	-	-	-	-	-	-	-
TOTAL PUBLIC WORKS ADMIN	\$ 860,902	\$ 842,870	\$ 847,231	\$ 52,672	\$ 325,951	\$ 521,280	38.47%
UTILITY OPERATIONS							
PERSONNEL	\$ 1,041,358	\$ 1,729,324	\$ 1,918,439	\$ 167,831	\$ 781,308	\$ 1,137,131	40.73%
SUPPLIES	299,946	379,227	492,536	14,216	211,285	281,251	42.90%
MAINTENANCE	347,868	420,186	875,215	2,515	300,793	574,422	34.37%
PROFESSIONAL SERVICES	5,920,989	6,242,293	9,337,229	300,942	1,764,549	7,572,680	18.90%
GENERAL	552,987	791,007	754,976	75,141	299,899	455,077	39.72%
CAPITAL OUTLAY	66,362	15,785	36,500	-	-	36,500	-
TOTAL UTILITY OPERATIONS	\$ 8,229,510	\$ 9,577,822	\$ 13,414,895	\$ 560,645	\$ 3,357,834	\$ 10,057,061	25.03%
NON-DEPARTMENTAL							
SUPPLIES	-	-	7,150	-	-	7,150	-
GENERAL	97,250	137,962	146,677	119,006	120,410	26,267	82.09%
PROFESSIONAL SERVICES	203,505	209,998	219,042	8,520	75,601	143,441	34.51%
CAPITAL OUTLAY	9,749	16,374	204,600	-	-	204,600	-
TRANSFERS TO OTHER FUNDS	11,655,138	2,228,853	-	-	-	-	-
TOTAL NON-DEPARTMENTAL	\$ 11,965,642	\$ 2,593,187	\$ 577,469	\$ 127,526	\$ 196,011	\$ 381,458	33.94%
OTHER FINANCING SOURCES (USES)							
PRINCIPAL PAYMENTS	\$ -	\$ 4,780,970	\$ 5,419,850	\$ -	\$ -	\$ 5,419,850	-
INTEREST & FISCAL CHARGES	-	15,665,605	19,130,790	-	9,564,754	9,566,036	50.00%
DEBT SERVICE - ACCRUED INTEREST	-	(2,032,506)	-	-	-	-	-
TOTAL UTILITY OPERATIONS	\$ -	\$ 18,414,069	\$ 24,550,640	\$ -	\$ 9,564,754	\$ 14,985,886	38.96%
TOTAL EXPENSES	\$ 22,656,795	\$ 33,115,237	\$ 40,592,209	\$ 851,745	\$ 13,902,205	\$ 26,690,004	34.25%
NET CHANGE IN FUND BALANCE	\$ 1,033,147	\$ 1,119,962	\$ (3,401,375)	\$ 1,386,774	\$ (1,713,300)		(b)

(a) Expenditures expected to occur later in fiscal year

(b) Debt interest payments made in February causing a temporary negative net change in fund balance

CITY OF HUTTO
IMPACT FEE FUND (52)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
WATER IMPACT FEES	\$ 6,297,771	\$ 3,035,587	\$ 3,347,700	\$ 19,707	\$ 1,057,467	\$ (2,290,233)	31.59%
WASTEWATER IMPACT FEES	3,911,769	4,010,050	6,281,500	78,872	651,806	(5,629,694)	10.38%
INTEREST	1,543,711	1,177,651	1,097,546	58,037	360,207	(737,339)	32.82%
SUB - TOTAL	<u>\$ 11,753,251</u>	<u>\$ 8,223,288</u>	<u>\$ 10,726,746</u>	<u>\$ 156,616</u>	<u>\$ 2,069,480</u>	<u>\$ (8,657,266)</u>	19.29%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ 11,753,251</u>	<u>\$ 8,223,288</u>	<u>\$ 10,726,746</u>	<u>\$ 156,616</u>	<u>\$ 2,069,480</u>	<u>\$ (8,657,266)</u>	19.29%
EXPENSES							
DEVELOPER REIMBURSEMENT	-	-	578,369	-	578,369	-	100%
TRANSFERS TO OTHER FUNDS							
Transfer to Utility Fund (50)	3,000,000	9,097,350	11,169,900	-	-	11,169,900	-
Transfer to Utility Fund (51)	3,691,600	-	-	-	-	-	-
Transfer to Utility Fund (60)	3,233,565	-	6,714,520	-	-	6,714,520	-
CAPITAL IMPROVEMENT FUND							
W06 FM 1660 16" & 20" Waterline	-	-	-	-	-	-	-
WW09 Brushy Creek Interceptor Phase 3	-	-	-	-	-	-	-
WW15 Ironwood Wastewater Lines	-	-	-	-	-	-	-
TOTAL EXPENSES	<u>\$ 9,925,165</u>	<u>\$ 9,097,350</u>	<u>\$ 18,462,789</u>	<u>\$ -</u>	<u>\$ 578,369</u>	<u>\$ 17,884,420</u>	3.13%
NET CHANGE IN FUND BALANCE	\$ 1,828,086	\$ (874,062)	\$ (7,736,043)	\$ 156,616	\$ 1,491,111		

UTILITY IMPACT FEE FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 27,664,773	\$ 29,492,859	\$ 28,618,797	\$ 28,618,797
Revenue	11,753,251	8,223,288	10,726,746	2,069,480
Expenses	9,925,165	9,097,350	18,462,789	578,369
Ending Fund Balance	<u>\$ 29,492,859</u>	<u>\$ 28,618,797</u>	<u>\$ 20,882,754</u>	<u>\$ 30,109,908</u>

CITY OF HUTTO
SOLID WASTE FUND (70)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
WASTE MANAGEMENT FEES	\$ 2,793,564	\$ 2,918,533	\$ 2,977,517	\$ 251,034	\$ 1,248,254	\$ (1,729,263)	41.92%
FEES	36,040	42,583	42,000	3,575	16,245	(25,755)	38.68%
GRANT REVENUE	156,170	-	-	-	-	-	-
BAD DEBT ADJUSTMENT	8,253	(7,748)	-	-	-	-	-
OTHER REVENUES	725	1,204	700	-	390	(310)	55.71%
INTEREST	38,569	8,542	11,200	122	803	(10,397)	7.17%
SUB - TOTAL	<u>\$ 3,033,321</u>	<u>\$ 2,963,114</u>	<u>\$ 3,031,417</u>	<u>\$ 254,731</u>	<u>\$ 1,265,692</u>	<u>\$ (1,765,725)</u>	41.75%
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ 3,033,321</u>	<u>\$ 2,963,114</u>	<u>\$ 3,031,417</u>	<u>\$ 254,731</u>	<u>\$ 1,265,692</u>	<u>\$ (1,765,725)</u>	41.75%
EXPENSES							
PROFESSIONAL SERVICES	2,465,805	2,583,422	2,651,220	222,853	887,377	1,763,843	33.47%
TRANSFERS TO OTHER FUNDS	700,000	700,000	350,000	-	87,500	262,500	25.00%
Transfer to Utility Fund (50)							
TOTAL EXPENSES	<u>\$ 3,165,805</u>	<u>\$ 3,283,422</u>	<u>\$ 3,001,220</u>	<u>\$ 222,853</u>	<u>\$ 974,877</u>	<u>\$ 2,026,343</u>	32.48%
NET CHANGE IN FUND BALANCE	\$ (132,484)	\$ (320,308)	\$ 30,197	\$ 31,878	\$ 290,815		
Beginning Fund Balance							
SOLID WASTE FUND SUMMARY	Audited Actual	Audited Actual	Budget		Projected		
Budgeted Beginning Fund Balance	\$ 589,354	\$ 456,870	\$ 136,562		\$ 136,562		
Revenue	3,033,321	2,963,114	3,031,417		1,265,692		
Expenses	3,165,805	3,283,422	3,001,220		974,877		
Ending Fund Balance	<u>\$ 456,870</u>	<u>\$ 136,562</u>	<u>\$ 166,759</u>		<u>\$ 427,377</u>		

***CAPITAL IMPROVEMENT FUNDS
STATEMENT OF REVENUES & EXPENSES
DETAILED BY FUND***

CITY OF HUTTO
 SERIES 2022 GENERAL OBLIGATION BONDS (FUND 12)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 827,486	\$ 603,362	\$ 222,430	\$ 24,487	\$ 140,459	\$ (81,971)	63.15%
TOTAL REVENUES	\$ 827,486	\$ 603,362	\$ 222,430	\$ 24,487	\$ 140,459	\$ (81,971)	63.15%
EXPENDITURES							
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	-	-	198,191	-	-	198,191	-
CAPITAL OUTLAY							
T02 FM 1660 North at US 79	25,823	22,950	-	-	30,971	(30,971)	100%
T03 FM 1660 at Limmer Loop	4,512,575	3,363,094	-	-	117,018	(117,018)	100%
T04 FM 1660 South at US 79	200,020	-	3,340,181	-	-	3,340,181	-
T05 CR 137 from FM 1660 to Brushy Creek	180,568	-	-	-	-	-	-
T06 Lakeside Estates Phase 3 (sidewalks)	615,252	-	-	-	-	-	-
T07 Cr 132 Overpass at US 79	467,189	199,319	-	-	1,515	(1,515)	100%
T08 Megasite East-West Arterial	637,970	405,118	-	-	-	-	-
T10 Ed Schidt Safety & Operations	21,760	-	-	-	-	-	-
T14 Exchange Blvd & Limmer Loop Inersect Impr	321,030	1,046,163	-	-	111,226	(111,226)	100%
T15 Exhchage Blvd Reconstruction	420,350	226,298	1,856,851	-	38,316	1,818,535	2.06%
T19 CR 199Repairs	-	-	-	-	-	-	-
T21 Alliance Expansion	-	432,974	-	-	30,505	(30,505)	100%
T47 Limmer From Innovation to	-	670,524	-	-	221,154	(221,154)	100%
T48 Limmer From Ed Schmidt	-	320,555	-	-	18,960	(18,960)	100%
TOTAL EXPENSES	\$ 7,402,537	\$ 6,686,995	\$ 5,395,223	\$ -	\$ 569,665	\$ 4,627,367	10.56%
NET CHANGE IN FUND BALANCE	\$ (6,575,051)	\$ (6,083,633)	\$ (5,172,793)	\$ 24,487	\$ (429,206)		

SERIES 2022 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 20,822,578	\$ 14,247,527	\$ 8,163,894	\$ 8,163,894
Revenue	827,486	603,362	222,430	140,459
Expenses	7,402,537	6,686,995	5,395,223	569,665
Ending Fund Balance	\$ 14,247,527	\$ 8,163,894	\$ 2,991,101	\$ 7,734,688

CITY OF HUTTO
 SERIES 2023 GENERAL OBLIGATION BONDS (FUND 14)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 502,333	\$ 239,991	\$ -	\$ 1,375	\$ 7,757	\$ 7,757	100.00%
TOTAL REVENUES	\$ 502,333	\$ 239,991	\$ -	\$ 1,375	\$ 7,757	\$ 7,757	100.00%
EXPENDITURES							
CAPITAL OUTLAY							
T08 Megasite East-West Arterial	6,656,538	5,871,175	-	-	-	-	-
TOTAL EXPENSES	\$ 6,656,538	\$ 5,871,175	\$ -	\$ -	\$ -	\$ -	-
NET CHANGE IN FUND BALANCE	\$ (6,154,205)	\$ (5,631,184)	\$ -	\$ 1,375	\$ 7,757		

SERIES 2023 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 12,249,799	\$ 6,095,594	\$ 464,410	\$ 464,410
Revenue	502,333	239,991	-	7,757
Expenses	6,656,538	5,871,175	-	-
Ending Fund Balance	\$ 6,095,594	\$ 464,410	\$ 464,410	\$ 472,167

CITY OF HUTTO
 SERIES 2023A GENERAL OBLIGATION BONDS (FUND 17)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 557,592	\$ 486,328	\$ 170,731	\$ 16,622	\$ 113,422	\$ (57,309)	66.43%
BOND PROCEEDS	11,160,000	-	-	-	-	-	-
TOTAL REVENUES	\$ 11,717,592	\$ 486,328	\$ 170,731	\$ 16,622	\$ 113,422	\$ (57,309)	66.43%
EXPENDITURES							
DEBT SERVICE							
Escrow/Agent Fees	400	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 10	156,401	-	14,231	-	-	14,231	-
CAPITAL OUTLAY							
Capital Improvement Projects	-	-	275,000	-	-	275,000	-
P18 - Pickle Ball Courts	-	-	1,815,000	-	223,460	1,591,540	12.31%
P34 - Hutto Lake Park Playground	-	-	411,100	-	-	411,100	-
P02 Fritz Park	48,646	5,637,328	1,320,000	-	2,570,560	(1,250,560)	194.74%
TOTAL EXPENSES	\$ 205,447	\$ 5,637,328	\$ 3,835,331	\$ -	\$ 2,794,020	\$ 1,027,080	72.85%
NET CHANGE IN FUND BALANCE	\$ 11,512,145	\$ (5,151,000)	\$ (3,664,600)	\$ 16,622	\$ (2,680,598)		

SERIES 2023A GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ -	\$ 11,512,145	\$ 6,361,145	\$ 6,361,145
Revenue	11,717,592	486,328	170,731	113,422
Expenses	205,447	5,637,328	3,835,331	2,794,020
Ending Fund Balance	\$ 11,512,145	\$ 6,361,145	\$ 2,696,545	\$ 3,680,547

CITY OF HUTTO
 SERIES 2024 CERTIFICATE OF OBLIGATION (FUND 31)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 143,738	\$ 452,926	\$ 165,846	\$ 1,220	\$ 84,240	\$ (81,606)	50.79%
BOND PROCEEDS	10,839,120	-	-	-	-	-	-
FINANCING SOURCES - PREMIUM	204,636	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ 11,187,494</u>	<u>\$ 452,926</u>	<u>\$ 165,846</u>	<u>\$ 1,220</u>	<u>\$ 84,240</u>	<u>\$ (81,606)</u>	50.79%
EXPENDITURES							
PAYING AGENT ESCROW FEES	-	-	-	-	-	-	-
BOND ISSUANCE COST	128,070	-	-	-	-	-	-
CAPITAL OUTLAY							
D01 Legends of Hutto Drainage	-	313,636	-	-	94,358	(94,358)	100%
T09 Live Oak Reconstruction	37,139	302,699	-	-	-	-	-
T10 Ed Schmidt Safety & Operation	-	-	-	-	164,523	(164,523)	100%
T14 Exchange Blvd. & Limmer Loop Intersection	-	-	-	-	-	-	-
T41 CR 132 Widening between Limmer Loop & CR 133	-	1,050,063	-	-	16,205	(16,205)	100%
TRANSFERS OUT							
Transfer to Park Improvement (40)	-	-	583,733	-	-	583,733	-
Transfer to Debt Service (11)	143,738	452,926	165,846	-	-	165,846	-
TOTAL EXPENSES	<u>\$ 308,947</u>	<u>\$ 2,119,324</u>	<u>\$ 749,579</u>	<u>\$ -</u>	<u>\$ 275,086</u>	<u>\$ 474,493</u>	36.70%
NET CHANGE IN FUND BALANCE	\$ 10,878,547	\$ (1,666,398)	\$ (583,733)	\$ 1,220	\$ (190,846)		

	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
SERIES 2024 CO FUND SUMMARY				
Budgeted Beginning Fund Balance	\$ -	\$ 10,878,547	\$ 9,212,149	\$ 9,212,149
Revenue	11,187,494	452,926	165,846	84,240
Expenses	308,947	2,119,324	749,579	275,086
Ending Fund Balance	<u>\$ 10,878,547</u>	<u>\$ 9,212,149</u>	<u>\$ 8,628,416</u>	<u>\$ 9,021,303</u>

CITY OF HUTTO
 SERIES 2024 GENERAL OBLIGATION BONDS (FUND 32)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 222,937	\$ 607,555	\$ 671,165	\$ 26,784	\$ 151,127	\$ (520,038)	22.52%
BOND PROCEEDS	15,990,000	-	-	-	-	-	-
FINANCING SOURCES - PREMIUM	755,223	-	-	-	-	-	-
TOTAL REVENUES	\$ 16,968,160	\$ 607,555	\$ 671,165	\$ 26,784	\$ 151,127	\$ (520,038)	22.52%
EXPENDITURES							
BOND ISSUANCE COST	236,487	-	-	-	-	-	-
PROFESSIONAL SERVICE	-	-	100,000	-	-	100,000	-
ADA TRANSITION PLAN	-	109,091	150,000	-	78,662	71,338	52%
CAPITAL OUTLAY							
T05 CR 137 from FM 1660 to Brushy Creek	95,441	379,537	9,899,248	-	-	9,899,248	-
T09 Live Oak Reconstruction	-	-	-	-	-	-	-
TRANSFERS OUT							
Transfer to Debt Service (11)	222,937	607,555	421,165	-	-	421,165	-
TOTAL EXPENSES	\$ 554,865	\$ 1,096,183	\$ 10,570,413	\$ -	\$ 78,662	\$ 10,491,751	-
NET CHANGE IN FUND BALANCE	\$ 16,413,295	\$ (488,628)	\$ (9,899,248)	\$ 26,784	\$ 72,465		

SERIES 2024 GO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ -	\$ 16,413,295	\$ 15,924,667	\$ 15,924,667
Revenue	16,968,160	607,555	671,165	151,127
Expenses	554,865	1,096,183	10,570,413	78,662
Ending Fund Balance	\$ 16,413,295	\$ 15,924,667	\$ 6,025,419	\$ 15,997,132

CITY OF HUTTO
 SERIES 2019 CERTIFICATE OF OBLIGATION (FUND 55)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 425,845	\$ 94,376	\$ -	\$ 3,760	\$ 101,351	\$ 101,351	100%
CAPITAL CONTRIBUTIONS	-	76,107	-	-	-	-	-
TRANSFERS FROM OTHER FUNDS							
Transfer from Fund GOVT ACC	6,708,886	-	-	-	-	-	-
Transfer from Fund 50	24,581	-	-	-	-	-	-
Transfer from Fund 57	23,512,383	-	-	-	-	-	-
Transfer from Fund 58	12,654,272	-	-	-	-	-	-
Transfer from Fund 65	982,870	-	-	-	-	-	-
TOTAL REVENUES	\$ 44,308,837	\$ 170,483	\$ -	\$ 3,760	\$ 101,351	\$ 101,351	100%
EXPENSES							
DEPRECIATION	6,137,152.44	-	-	-	-	-	-
CAPITAL OUTLAY							
WW01 Glenwood Lift Station	-	-	-	-	-	-	-
General Capital Projects	172,060	-	-	-	237,077	(237,077)	100%
W11 Distribution Line @ Hwy 79	(65,700)	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 59	-	197,540,037	-	-	-	-	-
TOTAL EXPENSES	\$ 6,243,512	\$ 197,540,037	\$ -	\$ -	\$ 237,077	\$ (237,077)	100%
NET CHANGE IN FUND BALANCE	\$ 38,065,325	\$ (197,369,554)	\$ -	\$ 3,760	\$ (135,726)	\$ (135,726)	

	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
SERIES 2019 CO FUND SUMMARY				
Budgeted Beginning Fund Balance	\$ 162,876,334	\$ 200,941,659	\$ 3,572,105	\$ 3,572,105
Revenue	44,308,837	170,483	-	101,351
Expenses	6,243,512	197,540,037	-	237,077
Ending Fund Balance	\$ 200,941,659	\$ 3,572,105	\$ 3,572,105	\$ 3,436,379

CITY OF HUTTO
 SERIES 2022 CERTIFICATE OF OBLIGATION (FUND 57)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 984,084	\$ 542,793	\$ -	\$ 12,547	\$ 70,799	\$ 70,799	100%
TOTAL REVENUES	\$ 984,084	\$ 542,793	\$ -	\$ 12,547	\$ 70,799	\$ 70,799	100%
EXPENSES							
CAPITAL OUTLAY							
W01 Shilo & Noach Pump Station Impr	-	-	-	-	160,703	(160,703)	100%
W02 Frameswitch 3.0 MG GST #2	-	-	-	-	4,398	(4,398)	100%
W02 Frameswitch Pump Station	-	-	-	-	42,152	(42,152)	100%
W03 Northwest Transmission Water Main	-	-	-	-	8,690	(8,690)	100%
W04 Megasite Water Lines	(10,729)	-	-	-	-	-	-
W12 Water Distribution Lines	-	-	-	-	-	-	-
W18 Downtown Elevated Tank Rehab.	-	-	-	-	-	-	-
WW01 Glenwood Lift Station	-	-	-	-	41,437	(41,437)	100%
WW02 South WWTP Capacity Rerate Study	-	-	-	-	-	-	-
WW03 South WWTP UV System Upgrade	-	-	-	-	-	-	-
WW05 South WWTP Final Design & Bidding	-	-	-	-	-	-	-
WW07 Megasite Wastewater Lines	-	-	-	-	580,532	(580,532)	100%
WW10 SE Loop Wastewater Interceptor	(68,195)	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS							
Transfer to Fund 55	23,512,383	-	-	-	-	-	-
Transfer to Fund 59	-	10,252,886	-	-	-	-	-
TOTAL EXPENSES	\$ 23,433,459	\$ 10,252,886	\$ -	\$ -	\$ 837,912	\$ (837,912)	100%
NET CHANGE IN FUND BALANCE	\$ (22,449,375)	\$ (9,710,093)	\$ -	\$ 12,547	\$ (767,113)		

SERIES 2022 CO FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ 32,633,576	\$ 10,184,201	\$ 474,108	\$ 474,108
Revenue	984,084	542,793	-	70,799
Expenses	23,433,459	10,252,886	-	837,912
Ending Fund Balance	\$ 10,184,201	\$ 474,108	\$ 474,108	\$ (293,005)

CITY OF HUTTO
 SERIES 2024 CERTIFICATE OF OBLIGATION (FUND 58)
 STATEMENT OF REVENUES & EXPENSES
 FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 3,227,274	\$ 11,436,041	\$ 4,870,373	\$ 531,910	\$ 2,872,574	\$ (1,997,799)	58.98%
BOND PROCEEDS	279,581,408	-	-	-	-	-	-
TOTAL REVENUES	\$ 282,808,682	\$ 11,436,041	\$ 4,870,373	\$ 531,910	\$ 2,872,574	\$ (1,997,799)	58.98%
EXPENSES							
BOND ISSUANCE COST	3,240,239	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
W04 Megasite Water Lines	-	-	-	-	-	-	-
W07 New Elevated Storage Tank (Cottonwood)	-	-	23,181,908	-	225,439	22,956,469	0.97%
W16 Smart Ball & Pressure Testing	-	-	-	-	11,329	(11,329)	100%
W18 Downtown Elevated Tank Rehab.	-	-	-	-	268,678	(268,678)	100%
WW01 Glenwood Lift Station	-	-	14,892,062	-	6,002,981	8,889,081	40.31%
WW05 South WWTP Final Design & Bidding	-	-	-	-	751,831	(751,831)	100%
WW06 South WWTP Construction	(193,887)	-	-	-	24,293,448	(24,293,448)	100%
WW07 Megasite Wastewater Lines	477,138	-	-	-	-	-	-
WW10 SE Loop Wastewater Interceptor	-	-	-	-	9,697,458	(9,697,458)	100%
WW11 Brushy Creek Interceptor Phase 4	-	-	-	-	530,594	(530,594)	100%
WW13 Avery Lake Interceptor Phase 1	-	-	-	-	-	-	-
WW16 Central WWTP Expansion Phase 1	-	-	1,081,000	-	176,145	904,855	16.29%
WW23 Avery Lake Interceptor Phase 2	-	-	-	-	-	-	-
WW27 CR 132 & US 79 Wastewater Interceptor	-	-	72,452,429	-	-	72,452,429	-
WW27-2026 CR 132 & US 79 Wastewater Interceptor	-	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	-	304,145	-	-	304,145	-
Transfer to Fund 10	-	-	-	-	-	-	-
Transfer to Fund 55	12,654,272	-	-	-	-	-	-
Transfer to Fund 59	-	123,647,361	-	-	-	-	-
TOTAL EXPENSES	\$ 16,177,762	\$ 123,647,361	\$ 111,911,544	\$ -	\$ 41,957,903	\$ 69,953,641	37.49%
NET CHANGE IN FUND BALANCE	\$ 266,630,920	\$ (112,211,320)	\$ (107,041,171)	\$ 531,910	\$ (39,085,329)		

	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
SERIES 2024 CO FUND SUMMARY				
Budgeted Beginning Fund Balance	\$ -	\$ 266,630,920	\$ 154,419,600	\$ 154,419,600
Revenue	282,808,682	11,436,041	4,870,373	2,872,574
Expenses	16,177,762	123,647,361	111,911,544	41,957,903
Ending Fund Balance	\$ 266,630,920	\$ 154,419,600	\$ 47,378,429	\$ 115,334,271

CITY OF HUTTO
CAPITAL IMPROVEMENT OPERATING (FUND 60)
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED FEBRUARY 28, 2026

	FY 2023-2024 AUDITED ACTUAL	FY 2024-2025 AUDITED ACTUAL	FY 2025-2026 BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES							
INTEREST	\$ 21,535	\$ 289,674	\$ 132,043	\$ 5,396	\$ 38,116	\$ (93,927)	28.87%
TRANSFERS IN							
Transfer from General (10)	671,875	120,000	-	-	-	-	-
Transfer from Utility Fund (50)	4,511,300	-	-	-	-	-	-
Transfer from Utility Impact Fee Fund (52)	3,233,565	-	6,714,520	-	-	(6,714,520)	-
TOTAL REVENUES	\$ 8,438,275	\$ 409,674	\$ 6,846,563	\$ 5,396	\$ 38,116	\$ (6,808,447)	0.56%
EXPENDITURES							
CAPITAL OUTLAY							
Architectural Services	114,852	14,607	-	-	-	-	-
D01 Legends of Hutto	3,291	-	-	-	-	-	-
T04 FM 1660 S @ US 79	124,924	-	-	-	-	-	-
T06 Lakeside Estates Phase 3	-	-	-	-	-	-	-
T06 Lakeside Estates Phase 2	13,693	-	-	-	-	-	-
T08 Megasite East-West Arterial	78,470	4,997,021	-	-	-	-	-
T09 Live Oak Design	206,882	-	-	-	-	-	-
Drainage Master Plan	117,289	43,118	-	-	-	-	-
F01 Public Works Facility	-	-	-	-	-	-	-
W06 FM 1660 16" & 20" Waterline	-	105,491	1,207,596	-	-	1,207,596	-
WW09 Brushy Creek Interceptor Phase 4	-	254,472	5,506,924	-	-	5,506,924	-
Capital Outlay - Street Construction	-	15,851	-	-	-	-	-
Capital Outlay - Sidewalk	-	22,118	-	-	-	-	-
MISC Expenses (Cost Share Headwater Repair)	-	225,968	-	-	-	-	-
TOTAL EXPENSES	\$ 659,401	\$ 5,678,646	\$ 6,714,520	\$ -	\$ -	\$ 6,714,520	-
NET CHANGE IN FUND BALANCE	\$ 7,778,874	\$ (5,268,972)	\$ 132,043	\$ 5,396	\$ 38,116		

CAPITAL IMPROVEMENT FUND SUMMARY	FY 2023-2024 Audited Actual	FY 2024-2025 Audited Actual	FY 2025-2026 Budget	Projected
Budgeted Beginning Fund Balance	\$ -	7,778,874	\$ 2,509,902	\$ 2,509,902
Revenue	8,438,275	409,674	6,846,563	38,116
Expenses	659,401	5,678,646	6,714,520	-
Ending Fund Balance	\$ 7,778,874	\$ 2,509,902	\$ 2,641,945	\$ 2,548,018



Account	Name	Balance
Fund: 76 - Cottonwood Development Corp (Sports Health)		
Assets		
76-1000	Claim on Cash	-109.18
76-1107	Land Held for Investment	0.00
76-1207	Escrowed funds	0.00
76-1208	Escrowed Cash Allowance	0.00
76-1231	Accounts Receivable	0.00
76-1251	Interest Receivable	0.00
76-1310	Due From Fund General Fund	0.00
Total Assets:		-109.18
		-109.18
Liability		
76-2000	Accounts Payable Pending	0.00
76-2001	Accrued Accounts Payable	0.00
76-2010	Principal Owed	0.00
76-2011	Accrued Interest Payable	0.00
76-2310	Due To Fund 10	0.00
Total Liability:		0.00
Equity		
76-3001	Fund Balance	0.00
Total Beginning Equity:		0.00
Total Revenue		0.00
Total Expense		109.18
Revenues Over/Under Expenses		-109.18
Total Equity and Current Surplus (Deficit):		-109.18
Total Liabilities, Equity and Current Surplus (Deficit):		-109.18



Income Statement Account Summary

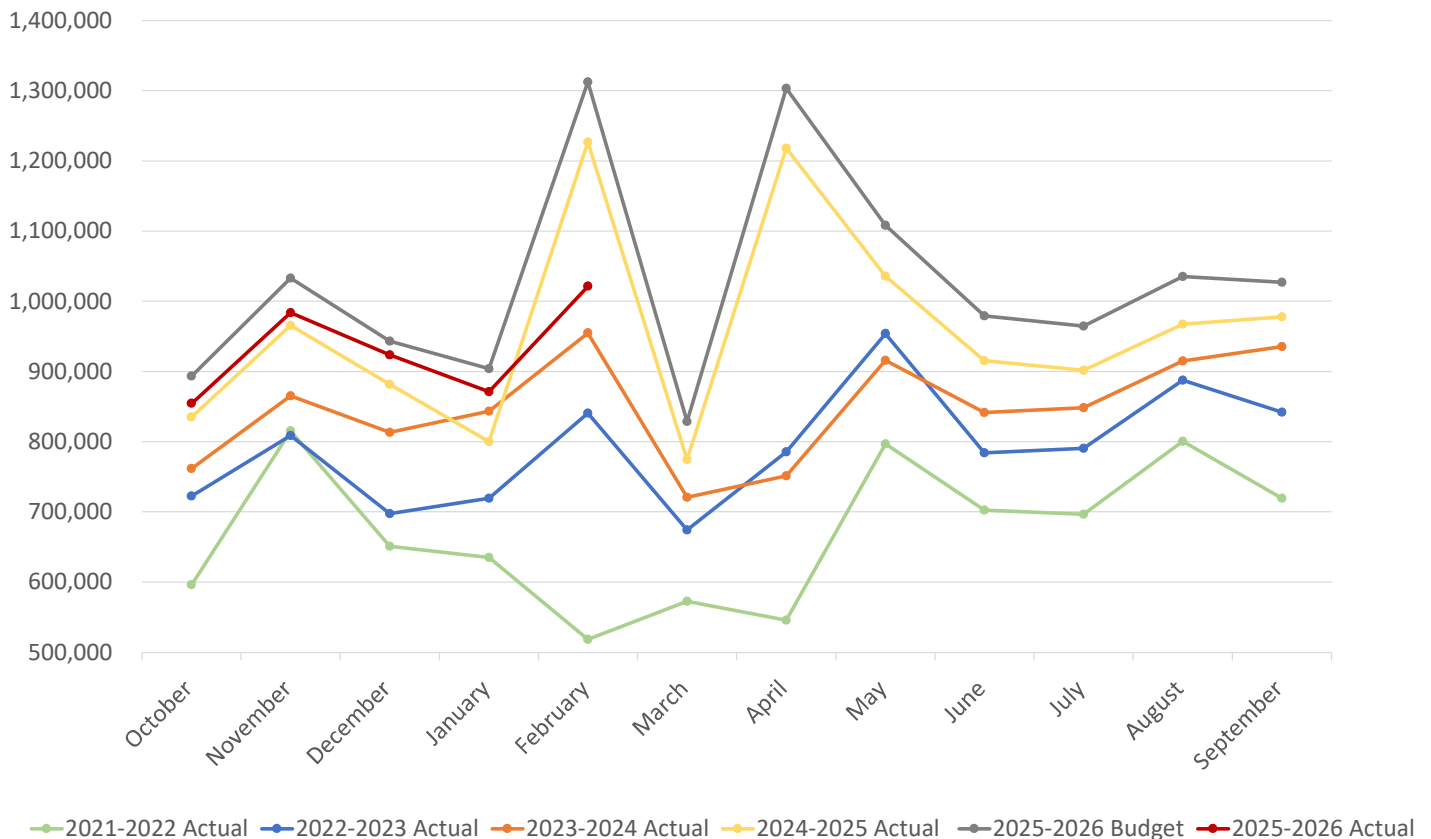
For Fiscal: 2025-2026 Period Ending: 02/28/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Revenue						
76-5810	Transfer from Fund 10	65,000.00	65,000.00	0.00	0.00	65,000.00
Revenue Total:		65,000.00	65,000.00	0.00	0.00	65,000.00
Expense						
76-100-000-6401	Attorney Svcs	65,000.00	65,000.00	0.00	109.18	64,890.82
Expense Total:		65,000.00	65,000.00	0.00	109.18	64,890.82
Fund: 76 - Cottonwood Development Corp (Sports Health) Surplus (Defici..		0.00	0.00	0.00	-109.18	
Total Surplus (Deficit):		0.00	0.00	0.00	-109.18	

CITY ONLY Monthly Sales Tax Revenue

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	
Month	Actual	Actual	Actual	Actual	Budget	Actual
October	596,256	722,693	761,732	834,935	893,380	854,562
November	815,296	808,638	865,051	965,268	1,032,837	983,733
December	650,779	697,257	813,117	881,554	943,263	923,580
January	635,102	719,481	843,484	799,839	903,977	871,163
February	518,338	840,503	954,874	1,226,684	1,312,552	1,021,571
March	572,428	674,351	720,673	774,539	828,757	
April	545,417	785,628	751,264	1,218,182	1,303,456	
May	796,610	954,059	915,842	1,035,660	1,108,156	
June	702,235	784,133	841,544	915,293	979,364	
July	696,432	790,446	848,300	901,577	964,687	
August	800,353	887,548	914,859	967,464	1,035,186	
September	719,296	841,783	935,186	977,708	1,027,140	
Total	8,048,544	9,506,520	10,165,926	11,498,703	12,332,755	4,654,609
% Increase		18%	7%	13%	8%	38%

Sales Tax Comparison



Listing of Funds and Cash Balances as of 02/28/2026			
Fund Name	Balance	Encumbered	Remaining
<u>Unrestricted</u>			
General Fund	\$ 25,612,737	\$ 3,871,335	\$ 21,741,402
Utility Operating Fund + Utility I&S Fund	9,134,653	4,281,083	4,853,570
Solid Waste Fund	63,055	63,055	-
Total Unrestricted	34,810,445	8,215,474	26,594,971
<u>Restricted</u>			
General Debt Service	7,360,933		7,360,933
Restricted Library Cash	6,052		
Court Funds	179,187		179,187
Police Seizure	42,078		42,078
Hotel Occupancy Tax	1,430,104		1,430,104
PEG Fund	216,964		216,964
Park Improvement Fund	1,383,456	365,301	1,018,155
Parks Master Plan			
Trails Master Plan			
P02 Fritz Park Improvements			
P04 Field Lighting			
P05 Trail Lighting			
P06 Veteran's Memorial			
P08 Trail Expansion from Cross Creek to Creekside			
P09 Trail Expansion at Adam Orgain Park			
P12 Security Cameras at multiple parks			
P13 ZapStand (AED) at Mager Fields			
P15 Athletic Field Feasibility			
P18 Pickleball Courts			
P19 Adam Orgain Restroom			
Community Benefit Fee Fund	2,573,656	308,646	2,265,010
F02 New Police Facility			
CR 137 Repairs			
T10 Ed Schmidt Safety & Operations			
T19 CR 199 Reconstruction			
Transportation Improvement	9,343,354	1,217,592	8,125,762
Traffic Impact Fee Study			
Mobility Master Plan			
T11 Emory Farms Gateway			
T13 Traffic Signal at Innovation & Limmer Loop			
General Capital Improvement	2,799,318	2,309,587	489,731 (a)
General Capital Replacement	88,075		88,075 (b)
Utility Capital Replacement	224,592		224,592
ARPA Funds	10,625,064	10,625,064	-
W03 Northwest Transmission Water Main			
W12 Water Distribution Lines			
WW10 SE Loop Wastewater Interceptor			
2014 TWDB	-		-
Utility Impact Fees	31,109,907		31,109,907
Total Restricted	67,382,740	14,826,189	52,550,499
<u>Restricted CO/GO</u>			
2022 GO Bonds	8,027,400	3,168,763	4,858,637
T03 FM 1660 at Limmer Loop			
T04 FM 1660 South at US 79			
T05 CR 137 from FM 1660 to Brushy Creek			
T06 Lakeside Estates Phase 3 - sidewalks			
T07 CR 132 Overpass at Us 79			
T08 Megasite East-West Arterial			
T14 Exchange Blvd & Limmer Loop Intersection Impr			
T15 Exchange Blvd Reconstruction			
2023 GO Bonds (Spine Road)	472,168	472,168	-
T08 Megasite East-West Arterial			
2023A GO Bonds (Fritz Park)	4,242,513	1,827,055	2,415,458
P02 Fritz Park			
2024 CO Bonds (Street Portion)	9,165,041	4,282,839	4,882,202
D01 Legends of Hutto Drainage Ditches			
T05 CR 137 from FM 1660 to Brushy Creek			
T09 Live Oak reconstruction			
T14 Exchange Blvd & Limmer Loop Intersection Impr			
T41 CR 132 Widening between Limmer Loop & CR 133			
2024 GO Bonds	16,239,278	198,448	16,040,830
T05 CR 137 from FM 1660 to Brushy Creek			
T09 Live Oak reconstruction			
2026 GO Bonds (Justice Center)	5,000,501		5,000,501
2019 CO	1,336,860	216,510	1,120,350
W11 Transmission Line			
WW01 Glenwood Lift Station			

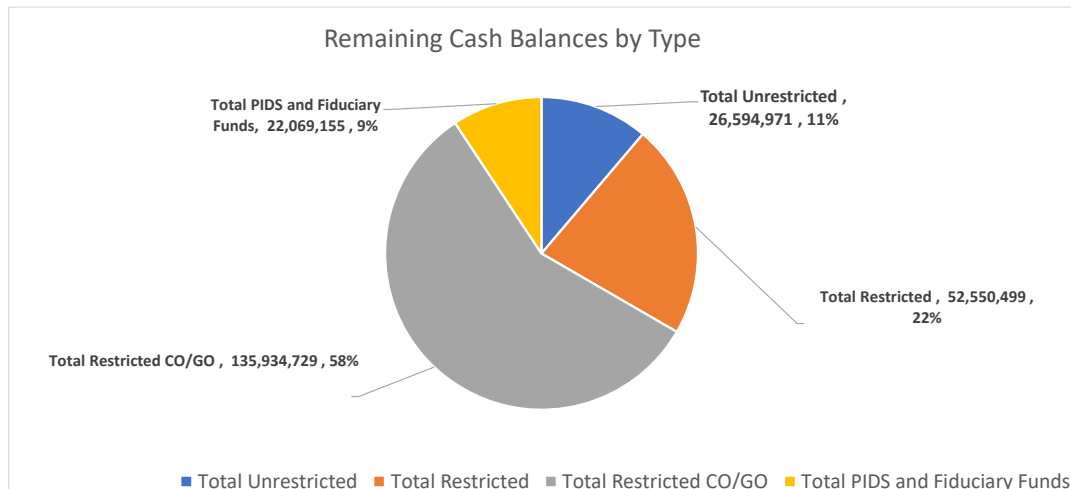
(a) Fund accounts for multi-year infrastructure projects

(b) Fund accounts for annual fixed asset purchases transfer from general fund occur quarterly

**Listing of Funds and Cash Balances
as of 02/28/2026**

Fund Name	Balance	Encumbered	Remaining
2022 Utility CO Bonds	1,816,865	1,816,865	-
W01 Shilo & Noah Pump Station Improvements			
W02 Frameswitch 3.0 MG Ground Storage Tank #2			
W03 Northwest Transmission Water Main			
W04 Megasite Water Lines			
W06 FM 1160 16" & 20" Waterline			
W11 Transmission Line			
W18 Downtown Elevated Tank Rehabilitation			
WW01 Glenwood Lift Station			
WW02 South WWTP Capacity Rerate Study			
WW03 South WWTP UV System Upgrade			
WW05 South WWTP Final Design/Bidding for Expansion to 6 MGD			
WW07 Megasite Wastewater Lines			
WW09 Brushy Creek Interceptor Phase 3			
WW10 SE Loop Wastewater Interceptor			
2024 Utility CO Bonds	123,786,413	94,810,552	28,975,861
W04 Megasite Water Lines			
W07 New Elevated Storage Tank (Cottonwood)			
W16 Smart Ball & Pressure Testing			
WW01 Glenwood Lift Station			
WW05 South WWTP Final Design/Bidding for Expansion to 6 MGD			
WW06 South WWTP Construction 6 MGD Expansion			
WW07 Megasite Wastewater Lines			
WW10 SE Loop Wastewater Interceptor			
WW11 Brushy Creek Interceptor Phase 4			
WW13 Avery Lake Interceptor Phase 2			
WW16 Central WWTP Expansion Phase 1			
WW23 Avery Lake Interceptor Phase 2			
WW27 CR 132 & US 79 Wastewater Interceptor			
2026 Utility CO Bonds	72,640,889		72,640,889
Total Restricted CO/GO	242,727,928	106,793,199	135,934,729
<u>PIDS and Fiduciary Funds</u>			
River Creek Development Corporation	(217,516)		(217,516) (c)
Cross Creek PID	1,508,296		1,508,296 (c)
Co-Op PID	2,218,009		2,218,009 (c)
Mustang Creek PID	1,667,061		1,667,061 (c)
Gateway (Wolfe Tract) PID	125,000		125,000
Emory Crossing PID	4,524,281		4,524,281
Cottonwood Development Corp (Sports Health)	(109)		(109) (d)
Durango Farms PID	3,340,332		3,340,332
Cottonwood Creek PID	7,958,821		7,958,821
Estates of Hutto PID	75,814		75,814
Meadow Brook PID	93,340		93,340
TIRZ #1 Co-op	246,749		246,749
MUD-Lakeside	30,286		30,286
MUD-South Fork Ranch	47,717		47,717
MUD-Walther Farms	55,962		55,962
MUD-Star Ranch	55,909		55,909
Prairie Winds PID (Liddel Walker)	81,857		81,857
Limmer Square PID (Pearl Estates)	62,214		62,214
Highway 130 Mixed Use PID	96,940		96,940
Stromberg PID	98,192		98,192
Total PIDS and Fiduciary Funds	22,069,155		22,069,155
TOTAL ALL CASH BALANCES	\$ 366,990,268	\$ 129,834,862	\$ 237,149,354

(c) Negative balance pending reimbursement of legal fees from PIDs that are included in Corporation
(d) Pending reimbursement from general fund for legal fees



City of Hutto
Breakdown of Development Services Revenue
FY 2026

GL Account	Description	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	March 26	April 26	May 26	Jun 26	July 26	August 26	Sept 26	Total	Current Budget	% of Budget Collected
10-5101	Planning/Zoning Fees	41,223	8,840	22,136	850	8,150								81,199	125,000	65.0%
10-5102	Engineering/ROW Fees	56,015	45,742	87,749	17,763	95,203								302,472	1,700,000	17.8%
10-5121	Building Permit Fees	230,822	94,019	46,078	121,378	242,758								735,055	2,300,000	32.0%
10-5122	Building Inspection Fees	43,375	38,730	28,425	24,035	28,125								162,690	415,000	39.2%
10-5123	Site Plan Review Fees	19,556	23,120	3,900	-	13,900								60,476	140,300	43.1%
10-5132	Technology Fee	3,597	2,192	1,763	1,953	2,052								11,557	37,500	30.8%
40-5103	Parkland Dedication Fee	12,695	-	-	13,475	-								26,170	200,000	13.1%
42-5106	Traffic Impact Fee	109,041	131,171	108,264	164,685	32,733								545,894	1,500,000	36.4%
50-5113	Water Connection Fee	14,300	9,700	9,100	24,600	2,400								60,100	220,000	27.3%
50-5114	WW Connection Fee	6,000	4,200	3,000	12,300	1,200								26,700	116,400	22.9%
52-5111	Water Impact Fee	203,136	243,763	228,749	362,112	19,707								1,057,467	3,347,700	31.6%
52-5112	WW Impact Fee	136,612	152,225	94,513	189,584	78,872								651,806	6,281,500	10.4%
		876,372	753,702	633,677	932,735	525,100	-	-	-	-	-	-	-	3,721,586	16,383,400	22.7%

(a) Hutto will continue to monitor in case budget amendment is needed

FY 2026 BUDGET TRANSFERS YTD						
Month	Account Name	Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Advertising & Legal Notices	10-060-007-6402	22,275	(9,950)	12,325	Reduced use of digital ads
November	Software Licensing & Maint Fee	10-060-007-6412	43,600	9,950	53,550	Adding Website Chatbot
December	Food/Meals	10-010-001-6205	7,410	(55)	7,355	Savings from citywide event food expenses
December	Outside Printing	10-010-001-6410	500	40	540	New photos for Executive Conference Room
December	Postage	10-010-001-6504	100	15	115	Legal documents sent as certified mail
December	Other Supplies & Materials	10-090-039-6299	85,150	(200)	84,950	Savings from radio purchase
December	Small Tools & Equipment	10-090-039-6215	1,900	100	2,000	Chainsaw chaps and other small tools and equipment
December	Park Improvmts & Structures	13-090-039-6681	51,217	100	51,317	Avant Lease cost more than budget
December	Other Supplies & Materials	50-040-058-6299	2,000	(1)	1,999	Projected savings available to transfer
December	Machinery & Equipment	53-040-058-6603	84,400	1	84,401	Cover projected Ford Transit Lease
December	Line Repairs & Maintenance	50-040-058-6312	125,300	(50,000)	75,300	Reduced use of supplies for line repairs
December	Water Pump, Motors & Control Maint	50-040-058-6313	105,500	50,000	155,500	Replacement motor and new chlorine system
January	Water Reservation	50-040-058-6232	303,282	113,040	416,322	Fund Sodium hypochlorite bid
January	Miscellaneous Income	50-040-058-6458	5,300,650	(113,040)	5,187,610	Savings from Brazos River Authority agreement
February	Training and Development	10-010-002-6502	10,000.00	(92.00)	9,908.00	Savings from Strategic Planning facilitation
February	Membership Dues & Subscriptions	10-010-002-6507	22,743.00	92.00	22,835.00	TML invoice higher due to population estimate
February	Software Licensing & Maint Fee	10-060-003-6412	74,861	40.00	74,901.00	ICC General Code higher than budgeted
February	Postage	10-060-003-6504	400	(72.00)	328.00	Savings in Postage
February	Travel, Lodging and Per Diem	10-060-003-6510	400	32.00	432.00	Lodging more than anticipated
February	Irrigation Repair & Maintenance	10-090-039-6330	5,100	5,000.00	10,100.00	Ewing Invoice from late FY25 to be paid
February	Ball Field Maintenance	10-090-039-6332	25,000	(5,000.00)	20,000.00	Savings from baseball equipment and sod replacement
February	Meter Endpoints	50-020-010-6207	78,750	(5,422.00)	73,328.00	Reduce demand for new residential endpoints
February	Software Licensing & Maint Fee	50-020-010-6412	131,372	5,422.00	136,794.00	ITRON increased rate after budget was adopted

Blanket PO Report Greater than \$50,000

Number	Issue Date	Vendor Name	Description	Account Number	Amount	Amount Spent to Date	Remaining PO Amount	Budget Amount
26-0004	10/15/2025	Eileen Merritt, Inc	3rd Party Inspections and PlanReview	10-030-021-6405	171,200	9,358	161,842	262,200
26-0010	10/15/2025	City of Taylor, TX	Wholesale Water	50-040-058-6451	440,539	155,797	284,742	440,539
26-0013	10/15/2025	Manville Water Supply Corp	Manville Water Contract	50-040-058-6452	638,857	323,613	315,244	638,857
26-0028	10/27/2025	Mathews & Freeland, LLC	Attorney Services	50-100-000-6401	68,022	17,931	50,091	219,042
26-0031	10/27/2025	Recharge Water, LP	HOT Wells Ground Water Lease	50-040-058-6454	107,737	41,504	66,233	264,095
26-0053	11/13/2025	PVS DX Chemicals	Chemicals	50-040-058-6232	94,050	35,632	58,418	303,282
26-0066	11/24/2025	Brazos River Authority	Brazos River Authority Wastewater	50-040-058-6456	2,654,321	1,099,793	1,554,528	2,654,321
26-0067	11/26/2025	Itron Inc.	AMI-Water Meter reading software	50-020-010-6412	73,491	71,589	1,902	66,500
26-0077	12/4/2025	Hyde Kelley LLP	Special Counsel River Creek & Cottonwood Creek DC	Multiple	158,502	16,082	142,420	191,752
26-0078	12/4/2025	AI Clawson Inc.	Solid Waste removal services	70-080-010-6461	2,651,220	887,377	1,763,843	2,651,220
26-0081	12/8/2025	Matrix Imaging Solutions LLC	Utility Billing printing & Mailing	Multiple	85,500	24,805	60,695	85,500
26-0082	12/8/2025	Ferguson Enterprise Inc.	Purchase of residential water meters	50-020-010-6216	93,100	77,754	15,346	93,100
26-0084	12/11/2025	Xylem Water Solutions USA, Inc	Four spare pumps for Lift Stations	50-040-058-6315	150,983	113,836	37,147	206,850
26-0085	12/11/2025	Advance Water Well Technology, LLC	Repairs for water well #10	50-040-058-6313	96,132	96,132	-	98,041
26-0086	12/12/2025	Williamson Central Appraisal District	Appraisal fees	Multiple	141,044	35,925	105,119	141,044
26-0093	12/17/2025	Bluebonnet Electric Co-Op	Electric for Wells/Liftstations	50-040-058-6521	337,567	104,903	232,664	544,946
26-0097	12/18/2025	Centerline Supply	Signage & Other Supplies	Multiple	69,223	11,592	57,631	100,894
26-0098	12/18/2025	Gexa Energy, LP	Electricity for City Streetlights	Multiple	615,564	279,368	336,196	615,565
26-0105	12/22/2025	Brooks Watson & Company	City Financial Audit & Single Audit	10-020-001-6405	60,554	20,000	40,554	60,554
26-0106	12/22/2025	Bojorquez Law Firm, PC	Attorney Services	Multiple	793,528.31	201,322	592,206	927,047
26-0109	12/23/2025	Tyler Technologies Inc.	ERP Pro Annual Service Cost	Multiple	117,382.84	117,382.84	-	117,383
26-0114	12/30/2025	The Chapman Firm PLLC	Special Counsel Brooklands Construct Defect	10-010-003-6401	66,957.73	7,350.00	59,607.73	840,042
26-0116	12/31/2025	Yellowstone Landscape	Mowing Services	10-040-060-6403	393,000.20	107,809.45	285,190.75	414,143
26-0120	12/31/2025	Verizon Wireless	City Cell phone services	Multiple	150,650.00	43,620.75	107,029.25	150,650
26-0123	1/5/2026	Tack Development, Ltd.	Sales Tax reimbursement	10-5007	767,445.69	105,113.93	662,331.76	1,200,000
26-0133	1/6/2026	SHI-Government Solutions	Microsoft Licenses	10-060-030-6412	116,143.92	116,143.92	-	441,023
26-0137	1/21/2026	Buckeye Telesystem Inc.	City-wide Internet services	10-060-030-6413	81,896.64	33,285.14	48,611.50	306,577
26-0142	1/26/2026	Williamson County & Cities Health District	Outside Agency Funding	10-010-002-6606	100,243.35	25,063.34	75,180.01	100,243
26-0171	2/18/2026	TML Intergovernmental Risk	Citywide insurance coverages	Multiple	483,883.82	483,883.82	-	483,884
26-0179	2/26/2026	ValleyView Consulting,LLC	2nd Year Investment advisory services	10-020-001-6405	75,000.00	14,730.00	60,270.00	155,752

Authorized and Unissued General Obligation Debt



Historical Bond Election Information

Purpose	Debt Authorized	Amount Authorized		Amount Issued		In Progress	Remaining Unissued
Sewer	Saturday, March 18, 1972	25,000		12,000		-	13,000
Parks and Recreation	Tuesday, November 6, 2018	50,000,000		19,660,000		-	30,340,000 (a)
Total		\$	50,025,000	\$	19,672,000	\$ -	\$ 30,353,000

(a) The authorized issuance of \$50,000,000 tax bonds for parks and recreational facilities and other improvements at or integrated into parks and recreational facilities

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

AGENDA ITEM REPORT

10.8.



To: City Council
Subject: Consideration and possible action on approving the following City Council meeting minutes: February 28, 2026 Joint City Council/Boards and Commissions Strategic Planning Session, March 5, 2026 Work Session, March 5, 2026 City Council Meeting, March 7, 2026 Special Called City Council Meeting, March 12, 2026 Work Session and March 12 City Council Meeting. (Laura Hallmark)
Meeting: Thursday, April 2, 2026
Department: City Secretary /
Staff Contact: Laura Hallmark

ITEM SUMMARY:

Section 551.021 of the Texas Local Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - (1) state the subject of each deliberation; and
 - (2) indicate each vote, order, decisions or other action taken.

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then kept on permanent file in the Office of the City Secretary.

FISCAL NOTES:

There is no fiscal impact for this item.

ATTACHMENTS:

1. 2.28.2026 Joint CC-B and C Strategic Planning DRAFT MINUTES
2. 3.5.2026 WS DRAFT MINUTES
3. 3.5.2026 DRAFT MINUTES
4. 3.7.2026 Special Called CC Mtg DRAFT MINUTES
5. 3.12.2026 WS DRAFT MINUTES
6. 3.12.2026 DRAFT MINUTES



City of Hutto

Minutes

Joint City Council – Boards & Commissions Strategic Planning Session Saturday, February 28, 2026 at 9:00 AM City Hall – 500 W. Live Oak Street

Some or all members of the following Boards & Commissions were in attendance:

- Building and Standards,
- Diversity, Equity, Inclusion & Belonging Commission (DEIB)
- Ethics Review Commission
- Historic Preservation Commission
- Library Advisory Board
- Parks Advisory Board
- Planning & Zoning Commission
- Zoning Board of Adjustment

1. CALL SESSION TO ORDER – 9:25 AM

Members of Council present: Mayor Snyder, Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Porterfield and Councilmember King

2. PUBLIC COMMENT

Rick Hudson

3. OTHER BUSINESS

- 4.1.** Boards and Commissions Proposal of Priorities for 2026
- 4.2.** Opportunities for additional trainings for Boards and Commissions
- 4.3.** Items for Possible Future Consideration

Board/commission members reviewed amongst themselves what they had accomplished over the past year; what their goals were for the current year; and any requests they might have of Council.

Representatives from the DEIB, Library Advisory Board, Planning and Zoning Commission/Zoning Board of Adjustment, Historic Preservation Commission, Ethics Review Commission and then the Parks Advisory Board presented the information for their respective boards/commissions.

There was no further action.

4. ADJOURNMENT – 12:08 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary





City of Hutto

Minutes

City Council Work Session

Thursday, March 5, 2026 at 6:00 PM

Executive Conference Room – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 6:01 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Councilmember Warner, Councilmember Morris, Councilmember Porterfield and Councilmember King

Absent: Mayor Pro Tem Thornton and Councilmember Gordon

3. OTHER BUSINESS

Clarification provided that posted item 3.2 is for possible action on agenda items posted under Other Business.

3.1. Discussion of short-term rental management. (Kate Moriarty)

Nick Angeli, Management Fellow, presented the information for this item. Alberta Barret, Finance Director, provided additional information.

Council discussion regarding collection of fees – retroactive/current and in the ETJ; inspection of properties; parking requirements/restrictions; participation with booking agents (VRBO, Air BnB, etc.); and permitting for properties.

3.2. Discussion and possible action related to Work Session topics

Motion by Mayor Snyder, second by Councilmember Morris, to start collecting fees including in the ETJ, purchase of software to manage the process, no inspections required, and bring back a recommendation for occupancy and parking. Motion passed 5:0.

4. ADJOURNMENT – 6:54 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary



DRAFT



City of Hutto

Minutes

City Council Meeting

Thursday, March 5, 2026 at 7:00 PM

City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 7:01 PM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Porterfield and Councilmember King

STAFF:

Staff members present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Marianne Banks, Legal Counsel; David Amsler, Executive Director of Strategic Operations; Alberta Barrett, Finance Director; Sara Cervantes, Executive Director of Community Services; Rick Coronado, Public Works Director; Patricia Davis, Interim City Engineer; Abby Fenton, Communications Manager; Laura Hallmark, City Secretary; Dwain Jones, Assistant Police Chief; Howard Koontz, Director of Development Services; Kate Moriarty, Executive Director of Administrative Services; Simon Thai, Permit Technician; Jeff White, Parks and Recreation Director;

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 Women's History Month (DEIB) – presented to members of DEIB in attendance.

6. CITY MANAGER COMMENTS

James Earp, City Manager, made the following announcements:

New Hires

Kristopher Haverland – Welcome Kristopher Haverland to his new role as Utility Technician. Previously, Kris worked in Wastewater Treatment at a food production plant. An interesting fact about Kristopher is that he is a member of Team Dreamspeed Car Club and has won small car show awards for one of his vehicles.

Simon Thai – Welcome Simon Thai to his new role as Permit Technician. Previously, Simon worked in hardware production and has a background in Biomedical Sciences. Currently residing in Hutto, Simon enjoys working on his truck and playing basketball in his free time.

7. PUBLIC COMMENT

There were no speakers.

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, and Area Government appointments.

There was no action for this item.

- 8.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD).

There was nothing to report for this item.

9. PRESENTATIONS

- 9.1. Capital Improvement Parks, Water/Wastewater and Facilities Projects (CIP) Update and Presentation. (Patricia Davis)

Patricia Davis, Interim City Engineer, presented the information for this item.

10. CONSENT AGENDA ITEMS

- 10.1 Consideration and possible action for inclusion of the Certified Autism Center design elements and Resolution No. R-2026-060 authorizing the City Manager to execute Amendment No. 1, for design professional services with MWMDesignGroup, Inc. to increase the original timeline by adding 113 business days on the Hutto Lake Park Playground Project at no cost (CIP P34-2025). (Patricia Davis)
- 10.6 Consideration and possible action on Ordinance No. O-2026-009 amending the budget for FY 2026 for expenditures of the Community Benefit Fee Fund. (Alberta Barrett)

- 10.8 Consideration and possible action on approving the following City Council meeting minutes: February 19, 2026 Work Session and February 19, 2026 Regular Meeting. (Laura Hallmark)

Motion by Mayor Pro Tem Thornton, second by Councilmember King, to approve the items submitted on the Consent Agenda as noted above. Motion passed 7:0.

The following items were pulled for individual consideration:

- 10.2 Consideration and possible action on Resolution No. R-2026-061 authorizing the City Manager to execute an agreement with Fun Abounds, Inc for the purchase of playground equipment using Buyboard Contract #781-25 for Hutto Lake Park Playground (CIP P34-2025) for an amount not to exceed \$222,792. (Patricia Davis)

Ms. Davis presented the information for this item.

Motion by Mayor Pro Tem Thornton, second by Councilmember Porterfield, to approve the item as presented. Motion passed 5:2 (Snyder, King).

- 10.3 Consideration and possible action on Resolution No. R-2025-062 related to approval of a change order to STR Constructors and authorizing the City Manager to execute the same for the Fritz Park Improvements project in the amount of \$13,000. (CIP P02-2023). (Patricia Davis)

Ms. Davis presented the information for this item.

Motion by Councilmember Morris, second by Mayor Pro Tem Thornton, to approve the item as presented. Motion passed 7:0.

- 10.4 Consideration and possible action on Resolution No. R-2026-063 accepting the infrastructure improvements for private development known as Cottonwood Phase 7. (Patricia Davis)

Motion by Mayor Snyder, second by Councilmember Morris, to table the item to March 12, 2026. Motion passed 7:0.

- 10.5 Consideration and possible action on Resolution No. R-2026-064 for a fiscal year 2026 cleaning contract with Service First Janitorial in the amount of \$91,800 for the custodial services for city buildings through The Interlocal Purchasing System (TIPS) Contract #25010400. (Rick Coronado)

Rick Coronado, Public Works Director, presented the information for this item.

Motion by Councilmember Morris, second by Councilmember King, to approve the item as presented with the correction to Section 2 as presented. Motion passed 7:0.

- 10.7 Consideration and possible action on Resolution No. R-2026-065 approving a Professional Services Agreement with Cobb, Fendley & Associates, Inc. for Preparation of a Record Plat for the Spine Road Project. (Patricia Davis, James Earp)

Motion by Councilmember Morris, second by Councilmember King, to approve the item as presented. Motion passed 7:0.

11. RESOLUTIONS

- 11.1 Consideration and possible action on Resolution No. R-2026-066 of the City Council of the City of Hutto, Texas, approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds Public Improvement District Area #2). (Alberta Barrett)

Ms. Barrett and Bart Fowler with McCall Parkhurst & Horton – bond counsel, provided information for this item.

Motion by Councilmember Morris, second by Councilmember Gordon, to approve the item as corrected noting Place 1 and Mayor Pro Tem. Motion passed 7:0.

12. EXECUTIVE SESSION

- 12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Interlocal Agreements for the allocation of sales tax revenue between the Williamson County Emergency Services District #3 and the City of Hutto, Texas; b) *Odis Jones v. City of Hutto, Texas*, Case No. 1:20-cv-01210-ML, pending in the U.S. District Court, Western District of Texas, Austin Division; c) *Midway Development Group, LLC v. Hutto Economic Development Corporation, et. al*, cause no. 2026-11003, pending in the 334th District Court, Harris County, Texas; d) Procuring successor contractor to Elecnor Belco Electric, Inc. as Limmer Loop and Innovation Boulevard signal contractor after February 11, 2026, termination for cause of original contract, authorized by Resolution R-2025-68, dated March 27, 2025.

- 12.2 Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate), Deliberation and consideration of possible action on a Resolution authorizing the acquisition of real property interests as part of the CR 132 Realignment project (CIP T41-2025): Parcel 2.

In Executive Session at 8:28 PM. Out at 9:56 PM.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1 Consideration and possible action related to Executive Session agenda items, listed above.

There was no action for this item.

- 13.2 Consideration and possible action approving the engagement of Hyde Kelley LLP to represent the City of Hutto, Texas, in *Odis Jones v. City of Hutto, Texas*, Case No. 1:20-cv-01210-ML, pending in the U.S. District Court, Western District of Texas, Austin Division, and authorizing the City Manager to execute the agreement.

Motion by Councilmember Gordon, second by Councilmember Morris, to approve Resolution No. R-2026-068 as presented. Motion passed 7:0.

- 13.3 Consideration and possible action approving the engagement of Hyde Kelley LLP to represent the City of Hutto, Texas, in a joint engagement agreement with the Hutto economic development corporations, in *Midway Development Group, LLC v. Hutto Economic Development Corporation, et. al*, cause no. 2026-11003, pending in the 334th District Court, Harris County, Texas, and authorizing the City Manager to execute the agreement.

There was no action for this item.

- 13.4 Consideration and possible action on Resolution No. R-2026-XXX authorizing the acquisition of real property interests as part of the CR 132 Realignment project (CIP T41-2025): Parcel 2.

Motion by Mayor Snyder, second by Councilmember Morris, to table this item to March 12, 2026. Motion by 7:0.

14. CITY COUNCIL COMMENTS

- 14.1 General Comments from City Council

Mayor Snyder thanked staff for their work on the State of the City presentation and event.

14.2 Future Agenda Items

Gordon: March 12, 2026 – appoint a Charter Review Commission

Snyder: April 2, 2026 – stop work order for HISD if not permitted

15. ADJOURNMENT – 10:03 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary





City of Hutto

Minutes

Special Called City Council Meeting

Saturday, March 7, 2026 at 9:00 AM

City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 9:07 AM

2. ROLL CALL

Members of Council present: Mayor Snyder, Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon, Councilmember Porterfield and Councilmember King

Staff members present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager; David Amsler, Executive Director of Strategic Operations; Alberta Barrett, Finance Director; Sara Cervantes, Executive Director of Community Services; Cheney Gamboa, Director of Economic Development; Laura Hallmark, City Secretary; Dwain Jones, Assistant Police Chief; Kate Moriarty, Executive Director of Administrative Services

3. PUBLIC COMMENT

There were no speakers.

4. OTHER BUSINESS

- 4.1. City Council Strategic Planning Session led by facilitator Dr. Galia Cohen.

David Amsler, Executive Director of Strategic Operations, reviewed the agenda for the day and presented the results of the City Services and Culture Survey.

Break at 9:45 AM. Reconvened at 9:55 AM.

Dr. Cohen reviewed a strategic planning framework – vision, mission, values and strategy. Further discussion regarding mission – why we exist? Who we serve? What is our core responsibility?

Staff and Council were divided into groups for a mission focused exercise. The groups reported their findings.

Break at 11:10 AM. Reconvene at 11:25 AM.

Dr. Cohen discussed the vision – where are we going? What we want to the City to look and feel like? What will success mean for residents? What will be different if we get this right?

Staff and Council were divided into groups for a vision focused exercise. The groups reported their findings.

Break at 12:41 PM. Reconvene at 12:50 PM.

A preliminary vision statement after group discussion was created: To build a financially strong, business-friendly city that delivers efficient services, promotes responsible growth, and enhances the quality of life for our community.

Dr. Cohen discussed strategic priorities and should reflect the vision statement and what the City wants to achieve.

Staff and Council were divided into groups for a strategic priority exercise. The groups reported their findings.

Preliminary priorities included: growth and infrastructure alignment; responsible financial management; high performing City services; and community trust.

Further discussion regarding metrics and whether they are internal or impactful and show initiative versus are an indicator.

To end the session, Dr. Cohen asked for everyone to provide a takeaway from the day.

Mr. Amsler stated a draft document will be provided to Council at a future meeting for review and formal adoption.

4.2. Consideration and possible action related to item listed above.

There was no action taken.

5. ADJOURNMENT – 3:02 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary





City of Hutto

Minutes

City Council Work Session

Thursday, March 12, 2026 at 6:00 PM

Executive Conference Room – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 6:00 PM

2. ROLL CALL

Members of Council present: Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon and Councilmember King

Absent: Mayor Snyder and Councilmember Porterfield

3. OTHER BUSINESS

- 3.1. Presentation of Biennial Community Survey results on City Services & Culture. (David Amsler and Robert Heacock)

Robert Heacock, with ETC Institute, presented the information for this item. Council discussion on improved areas, areas that were decreased and review of raw data.

- 3.2. Discussion and possible action related to Work Session topics.

There was no action taken.

4. ADJOURNMENT – 6:40 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary





City of Hutto

Minutes

City Council Meeting

Thursday, March 12, 2026 at 7:00 PM

City Council Chambers – 500 W. Live Oak Street

1. CALL SESSION TO ORDER – 7:00 PM

2. ROLL CALL

Members of Council present: Mayor Pro Tem Thornton, Councilmember Warner, Councilmember Morris, Councilmember Gordon and Councilmember King

Absent: Mayor Snyder and Councilmember Porterfield

STAFF:

Staff members present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; David Amsler, Executive Director of Strategic Operations; Alberta Barrett, Finance Director; Christina Bishop, Assistant Finance Director; Rick Coronado, Public Works Director; Abby Fenton, Communications Manager; Cheney Gamboa, Director of Economic Development; Laura Hallmark, City Secretary; Howard Koontz, Director of Development Services; Kate Moriarty, Executive Director of Administrative Services; Lori Roberts, Compliance Accountant; Jeffrey Yarbrough, Police Chief

3. INVOCATION – Danny Cook, Legacy Church Hutto

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT

There were no speakers.

6. BOARDS AND COMMISSIONS

6.1. 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, and Area Government appointments.

There was no action for this item.

6.2. Consideration and possible action regarding recommendations or updates from City Council sub-committees (i.e. HISD).

There was nothing to report for this item.

7. PRESENTATIONS

- 7.1. Presentation and discussion related to Taylor Meadows Development; a light industrial project located within the extraterritorial jurisdiction of the City of Hutto. (Sony David/Steven Walton)

Sony David – Langan Engineering and Steven Walton – Iron Mountain, presented the information for this item.

- 7.2 Quarterly Police Department Update (Jeffrey Yarbrough)

Jeffrey Yarbrough – Police Chief, presented the information for this item.

- 7.3 Presentation on the Annual Comprehensive Financial Report for the Year Ended September 30, 2025. (Alberta Barrett)

Alberta Barrett, Finance Director and Jon Watson with Brooks Watson & Co. presented the information for this item.

8. PUBLIC HEARINGS AND RELATED ACTION

- 8.1 Conduct a public hearing and possible action on Ordinance No. O-2026-010 approving the levy of special assessments for, and apportioning the costs of, certain improvements to property in and for the Prairie Winds Public Improvement District Improvement Area #2; fixing a charge and lien against all properties within the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and true owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date. (Alberta Barrett)

Ms. Barrett presented the information for this item. Jay Juarez with McCall Parkhurst & Horton – Bond Counsel, presented additional information. The public hearing opened at 7:59 PM and there were no speakers.

Motion by Mayor Pro Tem Thornton, second by Councilmember Morris, to continue the public hearing to April 2, 2026. Motion passed 5:0.

- 8.2 Consideration and possible action on Ordinance No. O-2026-011 authorizing the issuance of the "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2026 (Prairie Winds District Improvement Area #2); approving and authorizing an indenture of trust, a bond purchase agreement, an offering memorandum, a continuing disclosure agreement, a landowner agreement, a reimbursement agreement and other

agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (Alberta Barrett)

Motion by Mayor Pro Tem Thornton, second by Councilmember Gordon, to continue this item to April 2, 2026. Motion passed 5:0.

9. CONSENT AGENDA ITEMS

9.1 Consideration and possible action on Resolution No. R-2026-070 authorizing the Mayor to execute the Cottonwood Creek Public Improvement District Reimbursement Agreement (Improvement Area #3). (Alberta Barrett)

9.2 Consideration and possible action on Resolution No. R-2026-063 accepting the infrastructure improvements for private development known as Cottonwood Phase 7. (Patricia Davis)

Motion by Mayor Pro Tem Thornton, second by Councilmember Morris, to approve the items submitted on the Consent Agenda as noted above. Motion passed 5:0.

The following items were pulled for individual consideration:

9.3 Consideration and possible action on Resolution No. R-2026-071 approving an economic development grant of public funds in the amount of \$11,258,107.66; approving the related funding agreement with the Hutto Economic Development Corporation (HEDC) Type A; and authorizing the City Manager to execute all necessary agreements related thereto; approving the related expenditures of the HEDC for the sole use to fund the development and construction of the CR137/FM1660 Project also known as T05-2023 CIP Project and providing an effective date. (Cheney Gamboa)

Cheney Gamboa, Director of Economic Development, presented information for this item.

Motion by Councilmember Morris, second by Councilmember King, to approve the item as presented. Motion passed 4:1 (Gordon).

9.4 Consideration and possible action on Resolution No. R-2026-072 authorizing publication of notice and scheduling public hearings related to the Strategic Partnership Agreement by and between the City of Hutto and Williamson County Municipal Utility District No. 35. (Legal)

Dottie Palumbo, Legal Counsel, presented information for this item. There was no action taken.

10. RESOLUTIONS

- 10.1 Consideration and possible action on Resolution No. R-2026-073 of the City of Hutto, Texas determining costs of the proposed public improvements in the Cottonwood Creek Public Improvement District, approving a proposed assessment roll for improvement area #3, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code. (Alberta Barrett)

Ms. Barrett presented information for this item. Kyle Shafman with P3 Works provided additional information.

Motion by Councilmember Gordon, second by Councilmember Morris, to approve the item as presented. Motion passed 5:0.

- 10.2 Consideration and possible action on Resolution No. R-2026-074 of the City Council of the City of Hutto, Texas, approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for "City of Hutto", Texas Special Assessment Revenue Bonds, Series 2026 (Cottonwood Public Improvement District Improvement Area #3). (Alberta Barrett)

Ms. Barrett and Mr. Juarez presented information for this item.

Motion by Councilmember Gordon, second by Mayor Pro Tem Thornton, to approve the item as presented. Motion passed 5:0.

11. OTHER BUSINESS

- 11.1 Discussion and possible action on approving a resolution appointing a Charter Review Commission. (Councilmember Gordon)

Motion by Councilmember Gordon, second by Councilmember King, to approve the following appointments to a Charter Review Commission:

Nathaniel Turner (Warner)

Perry Savard (Porterfield)

Rick Hudson (Thornton)

James Weaver (King)

Debbie Holland (Morris)

Monekia Kea (Snyder)

Tony Wertz (Gordon)

Motion passed 5:0.

12. EXECUTIVE SESSION

- 12.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), to deliberate and seek legal advice regarding: a) Interlocal Agreements for the allocation of sales tax revenue between the Williamson County Emergency Services District #3 and the City of Hutto, Texas; b) March 3, 2026, Notice of Claim submitted by Elecnor Belco Electric, Inc. for Limmer Loop and Innovation Boulevard signal contractor project authorized by Resolution R-2025-68, dated March 27, 2025; c) Procuring completion contractor to Elecnor Belco Electric, Inc. as Limmer Loop and Innovation Boulevard signal contractor to complete the contract authorized by Resolution R-2025-68, dated March 27, 2025; d) *Midway Development Group, LLC v. Hutto Economic Development Corporation, et. al*, cause no. 2026-11003, pending in the 334th District Court, Harris County, Texas.
- 12.2 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to: (a) Project Core; (b) Project Cottonwood; (c) Project Lake; (d) Project Sequel; (e) Project Megasite; (f) Project Heartbeat; (g) Project Orchard; (h) Project Dynamite and, (i) Project West.
- 12.3 Pursuant to Texas Government Code section 551.071 (Attorney Consultation) and section 551.072 (Real Estate), Deliberation and consideration of possible action on a Resolution authorizing the acquisition of real property interests as part of the CR 132 Realignment project (CIP T41-2025): Parcel 2.

In Executive Session at 8:23 PM. Out at 9:41 PM.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1 Consideration and possible action related to Executive Session agenda items, listed above.

Item 12.1.b: Motion by Councilmember Morris, second by Mayor Pro Tem Thornton, to deny the claim submitted by the attorney for Elecnor Belco Electric, Inc. and authorize the City Attorney to send the notice of denial. Motion passed 5:0.

Item 12.1.c: Motion by Councilmember Morris, second by Councilmember King, to authorize the City Manager to negotiate and execute an amendment to the Elecnor Belco Electric, Inc. contract to allow Elecnor Belco, or authorized completion contractor, to complete the contract on the terms discussed in Executive Session, approved as to form by the City Attorney. Motion passed 5:0.

13.2 Consideration and possible action on Resolution No. R-2026-067 authorizing the acquisition of real property interests as part of the CR 132 Realignment project (CIP T41-2025): Parcel 2.

Motion by Mayor Pro Tem Thornton, second by Councilmember Morris, to approve as presented, with the PSA to be executed by the City Manager on the terms discussed in Executive Session. Motion passed 5:0.

13.3 Consideration and possible action on Resolution No. R-2026-069 approving the engagement of Hyde Kelley LLP to represent the City of Hutto, Texas, in a joint engagement agreement with the Hutto economic development corporations, in *Midway Development Group, LLC v. Hutto Economic Development Corporation, et. al*, cause no. 2026-11003, pending in the 334th District Court, Harris County, Texas, and authorizing the City Manager to execute the agreement.

14. CITY COUNCIL COMMENTS

14.1 General Comments from City Council

Councilmember Morris commented it was a good job by staff all around, all night.

14.2 Future Agenda Items

There were no items presented.

15. ADJOURNMENT – 9:44 PM

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary



AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2025-015 amending Chapter 24, Article 24.07, Division 2 "Drought Contingency Plan" of the Code of Ordinances in accordance with state law and adopting the 2025 City of Hutto Utility profile and water conservation plan. (Rick Coronado)
Meeting: Thursday, April 2, 2026
Department: Public Works /
Staff Contact: Rick Coronado

ITEM SUMMARY:

The City of Hutto prepared this Utility Profile and Water Conservation Plan to comply with Texas Water Code Section 11.1271 and 30 TAC Section 288.2 and 288.5. The utility profile is used to convey information about the City of Hutto's past five years of water use within the water and wastewater; as well as our future predictions on how much water we will need over the next twenty years. This report is required to be submitted to the Texas Commission of Environmental Quality (TCEQ) at least once every five years. The city contracted with the engineering firms for an updated Water and Wastewater Master Plan in 2022, which provide water use and population projections for the plan.

The Water Conservation Plan is a strategy or combination of strategies for reducing the consumption of water, reducing the loss or waste of water, improving, or maintaining the efficiency in the use of water. The plan that follows provides an overview of Hutto's current conservation initiatives and future plans for conservation within our water service area. It is required to be reviewed, revised as needed, and submitted to the TCEQ and Texas Water Development Board (TWDB) at least once every five years.

The City of Hutto's drought contingency plan is intended to conserve the available water supply and protect the integrity of water supply facilities, with particular regard to domestic water use, sanitation and fire protection, and to protect and preserve public health, welfare and safety plan to minimize the adverse impacts of water supply shortage or other water supply emergency conditions.

Information updated in the ordinance includes:

1. Incorporation of water conservation plan and utility profile as reported to the TWDB annually.
2. Update to purpose including the encouragement of voluntary water conservation practices.
3. Update to public education section related to water conservation information and outreach.
4. Inclusion of wholesale water provider and contracts to align with water conservation plan requirements.
5. Applicability clarification to system failure to repair controllable leaks.

AGENDA ITEM REPORT

11.1.



6. Clarification to Stage 4 termination and Stage 5 initiation and termination approvals.
7. Additional notification drought response stages.
8. Removal of restrictions related to restaurants serving water to patrons.
9. Water conservation plan and profile identifies the 5 year plan requirements related to water projection savings and target goals.

After adoption of the drought contingency plan and water conservation plan, official notification to be sent to appropriate agencies including TWDB, TCEQ, Regional Water Planning Group G and other wholesale providers as required.

FISCAL NOTES:

There is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. 20260318 Hutto ORD Amend Drought Response and Adopt Water Conservation Plan Updated_2025
2. Exhibit A_20251103_Hutto_WATER CONSERVATION AND DROUGHT RESPONSE_clean_version
3. Exhibit B_Water-Conservation-Plan-April2026_FINAL
4. 20251103_Hutto_WATER CONSERVATION AND DROUGHT RESPONSE_redlineV1_dsmedits_RC

ORDINANCE NO. O-2026-###

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING CHAPTER 24, ARTICLE 24.07, DIVISION 2 “DROUGHT CONTINGENCY PLAN” OF THE CODE OF ORDINANCES TO UPDATE THE CITY'S DROUGHT CONTINGENCY PLAN IN ACCORDANCE WITH STATE LAW; ADOPTING THE 2025 CITY OF HUTTO UTILITY PROFILE AND WATER CONSERVATION PLAN; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, PENALTY; REPEALER, SEVERABILITY, PUBLICATION, ADOPTION, EFFECTIVE DATE, AND PROPER NOTICE AND 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 of Texas, by and through its duly elected City Council members; and

WHEREAS, Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter B, requires retail public water providers to have a drought contingency plan meeting the requirements of the aforesaid subchapter and to update drought contingency plans at least every five years; and

WHEREAS, the purpose of a drought contingency plan is to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection in order to protect and preserve the public health, welfare, and safety and minimize the adverse impacts of water supply shortages or other water supply emergency conditions; and

WHEREAS, Texas Administrative Code Title 30, Sections 288.2 and 288.5 and Texas Water Code Section 11.1271 requires the City to prepare a Utility Profile and Water Conservation Plan for submission to the Texas Commission on Environmental Quality and Texas Water Development Board; and

WHEREAS, the purpose of a utility profile and water conservation plan is to set forth strategies for reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, or increasing recycling or reuse of water; 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 were 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 24, Article 24.07 Division 2 “Drought Contingency Plan” of the Code of Ordinances of the City of Hutto, Texas, is hereby amended to read in accordance with Exhibit “A”, which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Underlined text shall be added and struck-through text shall be deleted as indicated in Exhibit “A”.

The 2026 City Hutto Utility Profile and Water Conservation Plan, attached hereto as Exhibit “B”, is hereby adopted and approved for submittal to the Texas Commission on Environmental Quality.

SECTION 3. PENALTY. That a violation of this Ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Sec. 1.01.009 of the Code of Ordinances of the City of Hutto, which shall be a fine of not less than one dollar (\$1.00) and no more than five hundred dollars (\$500.00), and each day a violation exists shall be a separate offense.

SECTION 4. 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 5. 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 6. PUBLICATION. The City Secretary shall publish this ordinance on the City’s website and shall publish the approval of this ordinance by the City Council which shall be published in the approved City Council minutes.

SECTION 7. ADOPTION. Pursuant to Section 3.10 of the Hutto City Charter, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council and shall be published as required by law.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately after its passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

SECTION 9. PROPER NOTICE AND 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS, on the 2nd of April, 2026, on a vote of _____ AYES; _____ NAYS; and _____ ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

EXHIBIT “A”

Chapter 24 **Utilities**

Article 24.07 **Water Conservation and Drought Response**

Division 2 **Drought Contingency Plan**

ARTICLE 24.07
WATER CONSERVATION AND DROUGHT RESPONSE

DIVISION 1
Generally

§ 24.07.001. through § 24.07.030. (Reserved)

DIVISION 2
Drought Contingency Plan and Water Conservation Plan

§ 24.07.031. Declaration of policy, purpose, and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water through a resolution.
- (b) Water uses regulated or prohibited under this drought contingency plan (the Plan) are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 24.07.037 of this plan.
- (c) The city council has also determined that it is its policy that water customers are encouraged to voluntarily limit the use for nonessential purposes and to practice water conservation.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.032. Public involvement.

Opportunity for the public to provide input into the preparation of this Plan was provided by the city by means of press release, scheduling and providing public notice of a public meeting to accept input on this Plan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.033. Public education.

The city will periodically provide the public with information about this Plan, including information about the conditions under which each stage of this Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts, mass emails to customers, social media channels, reverse 911, the city website, or other suitable methods. When not in an implemented drought stage, the city will engage in educational programs designed to increase customer awareness of water conservation and encourage the most efficient use of water. The City of Hutto Water Conservation Plan may be referred to for additional details on education and conservation outreach. (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.034. Coordination with regional water planning groups, wholesale providers, and wholesale customers.

The service area of the city is not located within any groundwater conservation district, is located within regional water planning area G, and the city has provided a copy of this Plan to Regional Water Planning Group G and K.

The city contracts with water wholesale providers. The city will comply with and implement

§ 24.07.031

§ 24.07.035

any drought contingency requirements that may be set forth in any contracts with these authorities.

All wholesale water contracts require compliance with the city's drought contingency and water conservation programs. Each contract specifies that the water supplied to the wholesale customer may be reasonably limited by the city on the same basis and to the same extent as the supply of water to any other customers within the city.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.035. Authorization.

The city manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.036. Applicability.

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities. This Plan does not apply to locations using treated effluent or private wells with the exception of nonessential use (7) which applies to all systems; however, any pond, impoundment, body of water, or other water service that is supplemented, or has the ability to supplement supply, with potable water provided by the city shall adhere to the provisions of this Plan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.037. Definitions.

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial water use. Water use which is integral to the operations of commercial and establishments such as retail establishments, hotels and motels, restaurants, and office buildings. This does not include multifamily residences or agricultural, industrial, or institutional users.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Institutional water use. Water use by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison, or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Nonessential water use. Water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (7) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (8) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

System operating capacity. The lesser of Hutto's total available supply and total distribution capacity. The total available supply is the production capacity of Hutto's system plus the contracted peak amount of wholesale water deliveries. This system operating capacity will increase or decrease with changes to Hutto's water system and/or wholesale contracts. (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.038. Criteria for initiation and termination of drought response stages.

- (a) The city shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this Plan, that is, when the specified triggers are reached.
- (b) The triggering criteria described below are based on known water supply capacity limits, contractual requirements, source water constraints, and other factors.
 - (1) Stage 1 triggers - Mild water shortage conditions.
 - (A) Requirements for initiation. Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in section 24.07.037, when any of the following criteria are met:
 - (i) Total daily water demand equals or exceeds 75 percent of the city's system operating capacity for 3 consecutive days.
 - (ii) At the discretion of the city manager or his/her designee.

- (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
- (B) Requirements for termination. Stage 1 of this Plan may be rescinded when all of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 1 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days; and
 - (ii) The total daily water demand has not exceeded 70 percent of the system operating capacity for a period of 3 consecutive days; and
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 1.
- (2) Stage 2 triggers - Moderate water shortage conditions.
 - (A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses provided in section 24.07.039 of this Plan when any of the following criteria are met:
 - (i) Total daily water demand equals or exceeds 80 percent of the city's system operating capacity for 3 consecutive days.
 - (ii) At the discretion of the city manager or his/her designee.
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
 - (B) Requirements for termination. Stage 2 of this Plan may be rescinded when all of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 2 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days; and
 - (ii) The total daily water demand has not exceeded 75 percent of the system operating capacity for a period of 3 consecutive days; and
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 2.
- (3) Stage 3 triggers - Severe water shortage conditions.
 - (A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses for stage 3 of this Plan when any of the following criteria are met:
 - (i) Total daily water demand equals or exceeds 85 percent of the city's system operating capacity for 3 consecutive days.

- (ii) At the discretion of the city manager or his/her designee.
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
- (B) Requirements for termination. Stage 3 of this Plan may be rescinded when all of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 3 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days; and
 - (ii) The total daily water demand has not exceeded 80 percent of the system operating capacity for a period of 3 consecutive days; and
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 3.
- (4) Stage 4 triggers - Emergency water shortage conditions.
 - (A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions for stage 4 of this Plan when the city manager, or his/her designee, determines that a water supply emergency exists based on:
 - (i) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
 - (ii) Natural or manmade contamination of the water supply source(s).
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
 - (iv) Total daily water demand equals or exceeds 95 percent of the city's system operating capacity for a period of 3 consecutive days.
 - (v) Any other water emergency that threatens the protection of public health, safety and welfare.
 - (B) Requirements for termination. Stage 4 of this Plan may be rescinded when any of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 4 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
 - (ii) The total daily water demand has not exceeded 90 percent of the system operating capacity for a period of 3 consecutive days.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 4. This includes any regulatory authority approval or requirements prior to returning to normal safe operational conditions.
- (5) Stage 5 triggers - Water allocation.

- (A) Requirements for initiation. Customers shall be required to comply with the water allocation plan prescribed in section 24.07.039 of this Plan and comply with the requirements and restrictions for stage 5 of this Plan when the city manager, or his/her designee determines water allocation is necessary with approval by city council.
- (B) Requirements for termination. Water allocation to remain in effect for a minimum of one complete billing cycle and will remain in effect if stage 5 is still in effect at the beginning of the next billing month. Stage 5 may be rescinded at the discretion of the city manager, or his/her designee with approval by city council.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.039. Drought response stages.

- (a) Monitoring and notification. The city manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in section 24.07.038 of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:
 - (1) Notification of the public. The city manager or his/her designee shall notify the public by means of:
 - (A) Publication on the city website.
 - (B) Press release.
 - (C) Mass emails to customers.
 - (D) Social media channels.
 - (2) Additional notification. The city manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:
 - (A) Mayor and members of the city council.
 - (B) County Emergency Services District #3 fire chief.
 - (C) City emergency management coordinator.
 - (D) County judge and commissioner(s).
 - (E) TCEQ (required when mandatory restrictions are imposed).
 - (F) Major water users.
 - (G) Critical water users, i.e. hospitals.
 - (H) Parks/street superintendents and public facilities managers.
 - (I) Engineers, contractors, and developers working within city.
- (b) Response stages.

(1) Stage 1 response - Mild water shortage conditions.

(A) Target. Achieve a voluntary 5 percent reduction in water use.

(B) Voluntary water use restrictions for reducing demand.

- (i) Residential water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only during the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can should be actively monitored by a responsible person.
- (ii) Industrial, commercial, and institutional water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Mondays and Fridays, and to irrigate landscapes only during the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can should be actively monitored by a responsible person.
- (iii) All city operations shall adhere to water use restrictions prescribed for stage 2 of this Plan.
- (iv) Water customers are requested to practice water conservation and to minimize or discontinue water use for nonessential purposes.
- (v) Stock at a commercial plant nursery is exempt from stage 1 watering restrictions. Such establishments are requested to curtail nonessential water use. Refer to definition section for nonessential water use.

(2) Stage 2 response - Moderate water shortage conditions.

(A) Target. Achieve a 10 percent reduction in water use.

(B) Best management practices for supply management.

- (i) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Reduce or discontinue flushing of water mains;
 - b. Reduce or discontinue irrigation of public landscaped areas.

- (ii) The city will comply with water use restrictions for stage 2 when stage 2 is implemented.
- (C) Water use restrictions for demand reduction. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:
- (i) For residential water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
 - (ii) For industrial, commercial, and institutional water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Mondays and Fridays during the hours before 10:00 a.m. and after 8:00 p.m. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
 - (iii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
 - (iv) Use of water to initially fill newly installed pools is allowed. Use of water to refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. This restriction does not apply to public swimming pools, which must be maintained pursuant to health regulations.
 - (v) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- (vi) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permission from the city.
- (vii) The following uses of water are defined as nonessential and are prohibited:
 - a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - d. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (viii) Stock at a commercial plant nursery is exempt from stage 2 watering restrictions. Such establishments are requested to curtail nonessential water use. Refer to definition section for nonessential water use.

(3) Stage 3 response - Severe water shortage conditions.

(A) Target. Achieve a 20 percent reduction in daily water use.

(B) Best management practices for supply management.

- (i) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Reduce or discontinue flushing of water mains;
 - b. Reduce or discontinue irrigation of public landscaped areas.
- (ii) The city must comply with water use restrictions for stage 3 when stage 3 is implemented.

(C) Water use restrictions for demand reduction. All requirements of stage 2 shall remain in effect during stage 3 except:

- (i) For residential water customers, irrigation of landscaped areas with automatic sprinkler systems and hose-end sprinklers shall be limited to one day per week according to the street address as follows:

Last number of address	Watering day
0, 1	Monday
2, 3	Tuesday
4, 5	Thursday
6, 7	Friday
8, 9	Saturday

If there is no street address associated with the property, or if there is more than one street address associated with a single contiguous property, the watering day is Wednesday. Irrigation of landscaped areas is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.

- (ii) For industrial, commercial, and institutional water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Wednesdays during the hours before 10:00 a.m. and after 8:00 p.m. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
- (iii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial carwash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial carwashes and commercial service stations shall occur only during the hours before 10:00 a.m. and after 8:00 p.m.
- (iv) Use of water to initially fill newly installed pools is allowed. Use of water to refill or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. This restriction does not apply to public swimming pools, which must be maintained pursuant to health regulations.
- (v) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (vi) Use of water for dust control is absolutely prohibited, with the exception that type I recycled water can be applied where contact between humans

and the recycled water is likely and type II recycled water can be applied where contact between humans and the recycled water is unlikely.

- (vii) Stock at a commercial plant nursery is exempt from stage 3 watering restrictions. Such establishments are required to curtail nonessential water use.

(4) Stage 4 response - Emergency water shortage conditions.

(A) Target. Achieve a 40 percent reduction in daily water use.

(B) Best management practices for supply management.

- (i) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Discontinue flushing of water mains;
 - b. Discontinue irrigation of public landscaped areas.
- (ii) The city must comply with water use restrictions for stage 4 when stage 4 is implemented.
- (iii) The city, if deemed necessary by the city manager or his/her designee, may utilize alternative water sources including but not limited to the purchase, delivery, and distribution of bottled water.

(C) Water use restrictions for reducing demand. All requirements of stage 2 and 3 shall remain in effect during stage 4 except:

- (i) Irrigation of landscaped areas using automatic irrigation systems or hose-end sprinklers is absolutely prohibited.
- (ii) Irrigation of landscaped areas is permitted once per week on designated stage 3 days if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or properly functioning drip irrigation system. Irrigation by such means is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated days. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
- (iii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (iv) Use of water for residential or commercial construction is absolutely prohibited, with the exception that type I recycled water can be applied where contact between humans and the recycled water is likely and type II recycled water can be applied where contact between humans and the recycled water is unlikely.
- (v) Stock at a commercial plant nursery is exempt from stage 4 watering restrictions and may be watered on any day by means of a handheld hose,

handheld watering can, or drip irrigation system.

- (5) Stage 5 response - Water allocation. In the event that water shortage conditions threaten public health, safety, and welfare, the city manager or his/her designee is hereby authorized to allocate water according to the following water allocation plan:

(A) Single-family residential customers.

- (i) The allocation to residential water customers residing in a single-family dwelling shall be 8,000 gallons per month.
- (ii) Household means the residential premises served by the customer's meter.
- (iii) Residential water customers shall pay the surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

(B) Master-metered multifamily residential customers.

- (i) The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the city of a greater number on a form prescribed by the city manager. The city manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the city manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the city in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the city manager shall adopt methods to ensure the accuracy of the claim.
- (ii) Any person who falsely reports the number of dwelling units served by a master meter or fails to timely notify the city of a reduction in the number of dwelling units commits a class C misdemeanor offense and shall be fined not less than \$100.00. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than \$500.00 nor more than \$2,000.00.
- (iii) Customers billed from a master meter under this provision who exceed their monthly allocations shall pay monthly surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

- (C) Commercial customers. A monthly water allocation shall be established by the city for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The nonresidential customer's allocation shall be approximately 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 3,000 gallons, shall be allocated 3,000 gallons. The city manager shall give his/her best effort to see that notice of each nonresidential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city utility billing department to determine the allocation. Upon request of the customer or at the initiative of the city manager, the allocation may be reduced or increased if: (i) the designated period does not accurately reflect the customer's normal water usage; (ii) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer; or (iii) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city manager. Nonresidential commercial customers shall pay surcharges as provided in the fee schedule in appendix A of this code. The surcharges shall be cumulative.
- (D) Industrial customers. A monthly water allocation shall be established by the city for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 80 percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the immediately preceding 12-month period ending prior to the date of implementation of stage 2 of this plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The city shall give best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city utility billing department to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased: (i) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period; (ii) the customer has added or is in the process of adding significant additional processing capacity; (iii) the customer has shutdown or significantly reduced the production of a major processing unit; (iv) the customer has previously implemented significant permanent water

conservation measures such that the ability to further reduce water use is limited; (v) the customer agrees to transfer part of its allocation to another industrial customer; or (vi) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city manager. Industrial customers shall pay surcharges as identified in appendix A of this code. The surcharges shall be cumulative.

(E) Water use restrictions for reducing demand. All requirements of stage 2, 3 and 4 shall remain in effect during stage 5 except:

- (i) All variances granted by the city manager under stage 2, stage 3 and stage 4 shall become null and void upon implementation of stage 5.
- (ii) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.040. Enforcement; penalty.

- (a) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a class C misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty in section 1.01.009 of this code. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge as provided in the fee schedule of appendix A of this code and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while this Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the

parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

- (d) Any police officer or other employee of the city designated by the city manager may issue a citation to a person he/she reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the alleged violator's immediate family or is a resident of the alleged violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.041. Variances.

- (a) The city manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
- (1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which this Plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
 - (3) Strict compliance with the provisions at issue adversely affects the health, safety, welfare or sanitation of the public, the applicant, or the environment.
 - (4) Strict compliance with the provisions at issue substantially threatens the applicant's primary source of income, the applicant is employing all reasonable water conservation measures, and approval of the variance will not result in water waste.
 - (5) A city-authorized irrigation inspector has determined that, due to its site-specific conditions, a site cannot be watered with an average coverage of 0.5 inches within the time limits prescribed, and as applicable, a current irrigation system evaluation is on file with the city.
 - (6) Person has a documented medical hardship or qualifying disability that prevents the person's strict adherence to these requirements.

- (7) Irrigation of athletic fields is necessary to protect the health and safety of players and game officials.
 - (8) Person who installs new landscapes may irrigate only during the hours of before 10:00 a.m. and after 8:00 p.m. on any day, for a period of 30 days after installation. Projects that add plant material to existing landscape do not qualify for a variance. Replacing or adding plants or turf to existing, established landscapes will not be granted a variance. Over-seeding existing turf is not considered new landscape and will not be given an exemption.
 - (b) Persons requesting an exemption from the provisions of this division shall file a petition for variance with the city within 5 days after this Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:
 - (1) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (3) Specific provision(s) of this Plan from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of this Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
 - (8) Other pertinent information.
 - (c) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:
 - (1) Variances shall include a timetable for compliance.
 - (2) Variances granted shall expire when this Plan is no longer in effect, unless the petitioner has failed to meet specific requirements.
 - (d) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.
- (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

EXHIBIT “B”



City of Hutto

Utility Profile and Water Conservation Plan

April 2, 2026



Table of Contents

Utility Profile	2
Section A	
1. Description of Service Area... ..	2
2. Historical and Projected Population	3
3. Water Supply Source and Capacity	3
4. Projected Demands	4
5. Customer Connections and High-Volume Users.....	4
6. Historic Water Use by Category.....	6
7. Seasonal and Annual Water Use.....	6
8. Water Loss and Peak Demand	7
9. Wastewater System and Reuse Data.....	8
10. Summary.....	8
 Water Conservation Plan.....	8
Section B Conservation Coordinator	8
Section C Quantified 5-&10-Year Targets for Water Savings.....	9
Section D Achieving Targets	9
Section E Tracking Targets and Goals	9
Section F Production Meters	10
Section G Universal Metering Program	10
Section H Water Loss and Leak Detection Program	10
Section I Public Education and Information	11
Section J Water Rate Structure.....	12
Section K Signed Official Ordinance	12
Section L Wholesale Customer Conservation Requirements	12
Section M Regional Water Planning Group Notification	13
Section N Drought Contingency Plan.....	13
 Appendix A	14
A.1 Map of Water Service area.....	15
A.2 Map of Wastewater Service area	17
A. 3 Drought Contingency Plan	19

CITY OF HUTTO

UTILITY PROFILE & WATER CONSERVATION PLAN

City of Hutto prepared this Utility Profile and Water Conservation Plan to comply with Texas Water Code Section 11.1271 and 30 TAC Section 288.2 and 288.5. The utility profile is used to convey information about the City of Hutto's past five years of water use within the water, wastewater, and reuse water system; as well as our future predictions on how much water we will need over the next 20 years.

This report is required to be submitted to the Texas Commission of Environmental Quality (TCEQ) at least once every five years. The city contracted with the engineering firm Garver for an updated Wastewater Master Plan and Freese and Nichols for an updated water master plan in 2022. Information and water use projections are incorporated from these reports as necessary.

The Water Conservation Plan is a strategy or combination of strategies for reducing the consumption of water, reducing the loss or waste of water, improving, or maintaining the efficiency in the use of water, or increasing recycling and reuse of water. The plan that follows provides an overview of City of Hutto's current conservation initiatives and future plans for conservation within our water service area. It is required to be reviewed, revised as needed, and submitted to the Texas Water Development Board (TWDB) at least once every five years.

UTILITY PROFILE

Contact Information

Name of Utility: City of Hutto

Public Water Supply Identification Number (PWS ID): TX2460007

Wastewater Certificate of Convenience and Necessity (CCN)

Number: 20122

Water Certificate of Convenience and Necessity (CCN)

Number: 10321

Regional Water Planning Group: G

A. Utility Profile

A.1 Description of Service Area

The City of Hutto provides retail water and wastewater services within approximately 15 square miles in Williamson County, Texas. The City of Hutto provides retail water service to approximately 26,179

residents and wholesale water service to approximately 1,341 customers. In total, the City of Hutto provides wastewater service to approximately 36,662 people within its service area.

The city has experienced rapid growth over the past decade, driven by residential and commercial development. Population estimates and service connections continue to increase steadily, reflecting both ongoing economic expansion and the City's planned infrastructure improvements identified in its 2040 Comprehensive Plan (published in 2022).

A.2 Historical and Projected Population

The table below summarizes Hutto's historical population for retail water, wholesale water, and wastewater services from 2020 to 2024, as well as projected population estimates through 2070.

Table 1. Historical Population

Year	Retail Water	Wholesale Water	Wastewater
2020	20,215	0	32,661
2021	23,657	0	33,662
2022	27,580	1,341	34,662
2023	27,580	1,341	35,662
2024	26,179	1,341	36,662

Table 2. Projected Population

Year	Retail Water (Projected)	Wholesale Water (Projected)	Wastewater (Projected)
2030	37,128	0	56,000
2040	52,200	0	60,000
2050	55,680	0	64,000
2060	59,160	0	68,000
2070	62,640	0	72,000

Population projections are based on the City's 2040 Comprehensive Plan, which incorporates local growth trends, development patterns, and regional planning data. Adjustments to population estimates were made using historical connection for water retail and wastewater retail accounts. Water System buildout will be identified in the upcoming 5 year water and wastewater master plan updates to confirm 2060-2070 projections.

A.3 Water Supply Source and Capacity

The main source of drinking water as provided by the City of Hutto is the groundwater from a groundwater system which is in the eastern part of Williamson County. Groundwater wells are supplied from the Hooper and Simboro formation of the Carrizo-Wilcox aquifer. The City of Hutto purchases water from the City of Taylor and Manville WSC. The City of Taylor provides treated surface water that is drawn from Lake Granger located in Williamson County. Manville WSC provides water after collecting it from the Edwards Aquifer, River Alluvium Aquifer, Simsboro and the Carrizo-Wilcox.

The designed daily system capacity is 4.05 million gallons per day (MGD).

Table 3. Water Storage Facilities

Storage Type	Capacity (gallons)
Elevated Storage	2,200,000
Ground Storage	2,320,000
Total Storage Capacity	4,520,000

The City's average total system input over the past five years was 749,172,846 gallons annually, with an average GPCD (gallons per capita per day) of 82.

Table 4. Average Total System Input Last Five Years

Year	Produced (gal)	Purchased (gal)	Exported (gal)	Total Input (gal)	Total GPCD
2020	427,898,104	185,140,721	4,380,357	608,658,468	82
2021	455,700,109	176,582,812	5,986,908	626,296,013	73
2022	537,050,828	237,145,382	16,238,566	757,957,644	75
2023	593,664,153	274,805,458	25,056,224	843,413,387	84
2024	670,924,745	242,721,573	4,107,601	909,538,717	95
Historic Average	537,047,588	223,279,189	11,153,931	749,172,846	82

A.4 Projected Demands

Projected water supply requirements were estimated using population growth, historic water use trends, and population system-level equivalent units for single family connections.

Table 5. Projected Water Supply Requirements

Year	Population	Water Demand (gal)
2026	30,763	973,261,466
2027	32,354	1,041,389,768
2028	33,946	1,114,287,052
2029	35,537	1,192,287,146
2030	37,128	1,275,747,246
2031	38,720	1,365,049,553
2032	40,311	1,460,603,022
2033	41,902	1,568,845,234
2034	43,493	1,672,244,400
2035	45,084	1,789,301,508

A.5 Customer Connections and High-Volume Users

As of 2024, the City of Hutto maintained 8,055 retail water connections.

Table 6. Active Retail Connections by Category

Water Use Category	Connections	Percent of Total
Residential – Single Family	7,577	94.07%
Residential – Multi-Family	29	0.36%
Industrial	32	0.40%
Commercial	329	4.08%
Institutional	88	1.09%
Agricultural	0	0.00%
Total	8,055	100%

Table 7. Net Number of New Retail Connections by Water Use Category (2020–2024)

Year	Residential – Single Family	Residential – Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2024	131	14	7	59	37	0	248
2023	410	12	13	0	37	0	472
2022	575	0	0	161	0	0	736
2021	571	0	0	48	0	0	619
2020	531	20	0	37	0	0	588

Table 8. High-Volume Retail Customers (2024)

Customer	Category	Annual Use (gal)	Water Type
Warner Bend	Residential	153,905	Treated
Duroc Drive	Residential	144,867	Treated
Adriana Lane	Residential	144,230	Treated
Holmstrom Street	Residential	117,660	Treated
Brooke Street	Residential	112,890	Treated

Table 9. High-Volume Wholesale Customer (2024)

Customer	Category	Annual Use (gal)	Water Type
Jonah SUD	Municipal	4,107,601	Treated

A.6 Historic Water Use by Category

Table 10. Annual Retail Water Use by Category (2020–2024)

Year	Residential – Single Family (gal)	Residential – Multi-Family (gal)	Industrial (gal)	Commercial (gal)	Institutional (gal)	Agricultural (gal)	Total (gal)
2024	528,513,742	75,772,877	27,691,900	105,332,317	27,294,027	0	764,604,863
2023	581,263,215	44,412,777	17,060,400	121,835,565	30,579,940	0	795,151,897
2022	553,159,955	23,033,063	13,749,500	123,097,479	15,276,998	0	728,316,995
2021	415,218,815	13,412,552	22,763,230	84,421,390	10,972,389	0	546,788,376
2020	389,746,557	12,550,897	2,712,137	117,390,535	10,955,682	0	533,355,808

Historic Averages (2020–2024)

- Total Retail Water Use: 673,643,988 gal
- Residential GPCD: 69

Table 11. Summary of Historic Water Use

Water Use Category	Historic Average (gal)	Percent of Connections	Percent of Water Use
Residential – Single Family	493,580,456	94.07%	73.27%
Residential – Multi-Family	33,836,433	0.36%	5.02%
Industrial	16,795,433	0.40%	2.49%
Commercial	110,415,457	4.08%	16.39%
Institutional	19,015,807	1.09%	2.82%
Agricultural	0	0.00%	0.00%

A.7 Seasonal and Annual Water Use

Table 12. Seasonal and Annual Water Use

Month	2024 (gal)	2023 (gal)	2022 (gal)	2021 (gal)	2020 (gal)
January	55,690,019	53,417,389	45,723,468	37,503,059	36,423,031
February	50,098,838	48,586,381	42,473,712	40,646,520	33,166,563
March	67,439,188	63,026,953	49,470,742	43,483,787	37,294,093
April	66,782,766	65,290,473	60,487,080	50,589,444	41,582,620
May	68,224,110	67,414,715	57,445,970	44,611,381	51,214,439

June	69,454,515	80,851,801	74,419,306	52,254,174	59,308,313
July	82,280,984	97,938,372	92,239,463	56,584,266	70,722,914
August	90,567,920	101,892,202	79,982,932	64,661,809	69,659,292
September	84,961,737	81,192,010	67,195,566	68,404,865	52,131,097
October	94,598,982	73,638,683	71,383,525	60,787,491	56,313,185
November	78,949,252	59,675,775	55,424,844	51,524,343	47,594,278
December	74,780,869	57,454,431	55,895,532	44,920,673	39,237,835
Total	883,829,180	850,379,185	752,142,140	615,971,812	594,647,660

Table 13. Seasonal and Annual Retail Water Use (Treated + Raw, 2020–2024)

Year	Summer Retail (Treated + Raw) (gal)	Total Retail (Treated + Raw) (gal)
2024	242,303,419	883,829,180
2023	280,682,375	850,379,185
2022	246,641,701	752,142,140
2021	173,500,249	615,971,812
2020	199,690,519	594,647,660
Average (gal)	228,563,652	739,393,995

The City of Hutto’s water system does not currently provide raw (non-potable) water to retail customers.

A.8 Water Loss and Peak Demand

Average water loss over the last five years was approximately 63,180,516 gallons per year (7 GPCD), representing less than 12.5% of total production.

Table 14. Water Loss

Year	Water Loss (gal)	GPCD	% Loss
2020	53,434,889	7	22%
2021	64,599,148	8	13.5%
2022	24,761,368	3	4%
2023	42,071,832	4	6.6%
2024	131,035,341	14	16.3%
Average	63,180,516	7	12.48%

Table 15. Peak Day Use Summary

Year	Average Daily Use (gal)	Peak Day Use (gal)	Peak/Average Ratio
2020	1,629,171	2,170,549	1.33
2021	1,687,594	1,885,872	1.12
2022	2,060,663	2,680,888	1.30
2023	2,329,805	3,050,895	1.31
2024	2,421,449	2,633,732	1.09

Table 16. Summary of Historic Water Use

Water Use Category	Historic Average (gal)	Percent of Connections	Percent of Water Use
Residential – Single Family	493,580,456	94.07%	73.27%
Residential – Multi-Family	33,836,433	0.36%	5.02%
Industrial	16,795,433	0.40%	2.49%
Commercial	110,415,457	4.08%	16.39%
Institutional	19,015,807	1.09%	2.82%
Agricultural	0	0.00%	0.00%

A.9 Wastewater System and Reuse Data

Hutto's wastewater system operates under a design capacity of 2.99 million gallons per day (MGD) and includes 8,504 total wastewater connections, of which 8,055 are municipal.

There is currently no infrastructure in place to utilize treated wastewater for reuse or irrigation purposes. Reuse data for the reporting period indicate zero gallons reused across all categories, including on-site irrigation, wash-down, or discharge to surface water.

Future plans may evaluate opportunities for non-potable reuse as part of system expansion and conservation strategies.

A.10 Summary

The City of Hutto's water utility continues to experience significant growth, supported by expanding infrastructure capacity and a strong commitment to conservation. Historical data show consistent improvement in water loss control, efficient residential consumption, and strategic planning to meet future demand through 2047.

B. Conservation Coordinator

Oversight of the Water Conservation Program is provided by our Utility Field Manager. The Utility Field Manager is responsible for the overall operations, maintenance and regulatory support of the water and wastewater utility. Additionally, the role coordinates the water loss, water audit and leak management functions of the city.

The Utility Field Manager position has a strong focus on delivering "best in class" Water Utility Services under the Director of Public Works. Water Utility Services include drinking water production and distribution, wastewater collection, wastewater treatment and reclaimed water services. It requires strong leadership and interpersonal skills and the ability to work effectively with a diverse work group including contract operations. The work groups include water line maintenance, wastewater line maintenance, support services, and SCADA support. This group oversight provides opportunities to manage water conservation resources and initiatives.

C. Quantified 5-&10-Year Targets for Water Savings

Table 17. Five-Year and Ten-Year Goals

Category	5-Year Avg	Baseline	5-Year Goal	10-Year Goal
Total GPCD	82	95	85	75
Residential GPCD	58	63	55	50
Water Loss (GPCD)	7	14	12	10

Five-Year Target

- Over the last five years, 2020-2024, Hutto's total gallons per capita per day (GPCD) have averaged 82 gallons. Our goal is to reduce the total per capita day consumption each year with a target of achieving 85 GPCD. The goal being a 1% - 2% reduction in usage each year.
- Reduce and maintain the actual water loss over the five-year period so that actual water loss is no more than 5% - 10% of the total amount of water treated.

Ten-Year Target

- Our 10-year goal is to reduce the total per capita day consumption by 5% - 10% to achieve 75 GPCD.
- Reduce and maintain the actual water loss until it is no more than 5% -10% of the total amount of water treated.

D. Achieving Targets

There is not a set schedule for implementation of the Water Conservation Plan. It is always in effect. The targeted GPCD is checked annually, while gathering data and submitting the Water Conservation Annual Report to the TWDB.

E. Tracking Targets and Goals

Overall progress toward conservation goals of reducing consumption, loss, waste, and peak demand and improving efficiency of usage will be evaluated annually when the water conservation annual report is completed. The following methods will be used to evaluate individual portions of the plan:

- Records regarding meter replacement will be maintained and examined annually. Failure rates, along with "re-read" work orders (orders to re-read a meter are automatically generated whenever there is a high or low discrepancy outside normal variance), leaks and meter/model will be compared to evaluate the replacement cycle.
- Water loss accounting will be evaluated periodically examining multi-year loss trends, with the specific goal of identifying any discrepancies or variances and determining the cause.
- Leak detection and repair will be evaluated annually by examining comprehensive records showing number of leaks, locations, time before repair, estimated loss of water through leak, estimated loss of water through flushing. This information will be compared to water loss information for the same period.
- Public information and education efforts will be evaluated by documenting actions, such as: number of press releases issued, number of stories written or produced, number of interviews given, number of bill inserts sent, number of presentations given, and number and location of

advertisements placed. This information will then be evaluated with consumption during the same period and compared against data from previous years.

- The City's water rate structure will continue to be evaluated by examining consumption trends. Records will be kept on consumption for each rate class. This information will be compared along with cost-of-service considerations, with historical trends and adjustments will be made to the rate structure as appropriate.

F. Production Meters

The City of Hutto maintains a combination of 14 influent and effluent meters that provide comprehensive water usage monitoring for all sources. The well field, consisting of eight production wells across two aquifers, is equipped with a magnetic flow meter at each well site to monitor individual well output. Raw water from the wells is measured by an ultrasonic meter as it enters the Shiloh Water Treatment Plant and by a second ultrasonic meter at the plant's effluent line.

The Frame Switch Water Site contains three ultrasonic meters. The first records influent from the Shiloh Water Treatment Plant, while the second measures pretreated water purchased from the City of Taylor. The two sources combine in the onsite ground storage tank, and the third meter monitors effluent flow to the distribution system.

Additionally, an ultrasonic meter measures the influent of pretreated water purchased from Manville Water Supply Corporation as it enters the ground storage tank at the Carl Stern Water Site. In accordance with TCEQ requirements, the meters at the water treatment plant are calibrated at least annually to an accuracy of $\pm 1\%$. Water diversion and production data are continuously monitored through the Supervisory Control and Data Acquisition (SCADA) system and verified daily by physical meter readings.

G. Universal Metering Program

City of Hutto has 8,270 water meters with 3,250 meters that are positive displacement and still need to be replaced due to age. All water connections per the TWDB BMP, this includes retail and non-billed connections. All wholesale meters are regularly monitored through daily meter readings and verified. All new meters are tested and calibrated to AWWA standards. Most of the meters in the system are read via our AMI (Advanced Metering Infrastructure) metering system with multiple readings during each 24-hour period.

The readings are collected and transmitted to our utility dashboard. Meter readings are verified by the utility billing office for accuracy. Meters are replaced and/or repaired as necessary. The meter range of accuracy is maintained at no less than 95% and no greater than 105% to ensure fair and equitable billing and reduces unaccounted for water

The utility facing water metering portal flags meter registers that indicate low or dead battery every day. These are replaced as soon as able. Service requests are created, and utility meter staff are tasked with replacing the meters. Meters that do not transmit data due to dead or low battery, are read manually for the monthly billing meter read, until they are replaced.

The AMI meter system has provided a wealth of information for utility conservation and utility billing staff to assist water customers regarding high bills, irrigation system usage, compliance during drought restrictions and identifying leaks.

H. Water Loss and Leak Detection Program

In 2024 City of Hutto reported a water loss of 14% showing apparent annual loss of 15,466,753 gallons per day. The city utilizes AMI technology to identify possible leaks on service lines and auto flushers out in the system.

In 2025 city initiated an aggressive leak detection program to locate leaks in the distribution system that were undetectable from the surface. Leak detection technology and expertise are tool whereby a water system can effectively detect and locate non-evident leaks as well as cost effectively locate leaks that go unseen.

Utilizing experience contractors approved by the TWDB, sensitive leak sounding instruments known as acoustic leak detectors were used to identify service, water main, hydrant and valve leaks in the distribution system.

The survey for leaks/issues acoustically covered 132 linear miles. During the survey one hundred and seventeen (117) leaks with an estimated combined total of 43-215 GPM totaling approximately 1,800,000 to 9,200,000 gallons monthly were identified. This consisted of thirty-four fire hydrant leaks, six service line leaks, three flush leaks, two ARV leaks and seventy-two-meter box leaks/issues were identified. All leak/issue locations and estimated GPM are listed below.

The city has a Courtesy Leak Alert Program “Water Smart” Leveraging the city's advanced metering infrastructure, this program identifies potential water leaks on the customer's side of the water meter and water waste by analyzing daily and hourly water usage reports. The AMI system automatically flags water accounts that register continuous flows of over 24 hours. Utility billing staff use this list to reach out to customers showing high water usage. This proactive approach helps identify potential leaks or instances of water left running, often unknowingly. City staff utilizes various outreach methods, including email, phone calls, mail, and door hangers, to notify customers of abnormal consumption.

I. Public Education and Information

The city will periodically provide the public with information regarding conservation plan by means of press releases, utility bill inserts, mass emails to customers, social media channels, the city website, or other suitable methods. The city holds a public Hutto citizen university bi-annually to educate residents about the public water system, how to check the meter for leaks and provides leak detection dye for running toilets. The city recently began a public outreach capturing video of the utility staff activities to educate the public through social media.

J. Water Rate Structure (Updated October 2025)

Table 18. Water Monthly Base Rate

Meter Size	Inside City		Outside City	
	Current Rate	New Rate	Current Rate	New Rate
*5/8" & 3/4" Meter	\$27.48	\$40.58	\$31.30	\$46.66
1" Meter	\$50.74	\$101.44	\$56.47	\$116.66
1-1/2" Meter	\$88.72	\$202.89	\$98.28	\$233.32
2" Meter	\$167.44	\$324.62	\$186.55	\$373.31
3" Meter	\$291.41	\$608.66	\$322.00	\$699.96
4" Meter	\$557.80	\$1,014.43	\$618.97	\$1,166.59
6" Meter	\$974.69	\$2,028.86	\$1,070.27	\$2,333.19
8" Meter	\$1,724.39	\$3,246.18	\$1,915.55	\$3,733.10

*Residential utility accounts fall in the base rate for 5/8" and 3/4" meter size.

Table 19. Water Monthly Volume Rates

Monthly Volume Rate (per 1000 gallons)	Inside City		Outside City	
	Current Rate	New Rate	Current Rate	New Rate
Single Family Residential				
0-2,000-5,000 gallons	\$5.08	\$5.79	\$5.84	\$6.66
5,001- 10,000 gallons	\$6.60	\$7.82	\$7.59	\$8.99
10,001 - 15,000 gallons	\$8.90	\$10.55	\$10.24	\$12.14
15,001 - 20,000 gallons	\$12.00	\$14.25	\$13.80	\$16.39
20,001 - 30,000 gallons	\$12.00	\$19.24	\$13.80	\$22.12
30,001 gallons or more	\$12.00	\$25.97	\$13.80	\$29.86
Non-residential				
0-25,000 gallons	\$7.81	\$9.60	\$8.98	\$11.04
25,001 gallons or more	\$8.57	\$10.68	\$9.86	\$12.28
Irrigation	\$8.90	\$10.55	\$10.24	\$12.14
Construction	\$8.90	\$14.25	\$10.23	\$16.39

K. Implementation and Enforcement Signed Official Ordinance

The City of Hutto will enforce necessary portions of this plan through ordinances and signed contracts. The City's water utility staff, code enforcement officers and other designated personnel will ensure compliance with the water conservation and drought contingency regulations.

Violations will be handled according to the 2022 Code of Ordinances, Sec.24.07.040. The plan will be implemented upon adoption by the City Council.

L. Wholesale Customer Conservation Requirements

Article 24.07.036: The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in this plan include individuals, corporations, partnerships, associations, and all other legal entities. This plan

does not apply to locations using treated effluent or private wells; however, any pond, impoundment, body of water, or other water service that is supplemented, or has the ability to supplement supply, with potable water provided by the city shall adhere to the provisions of this plan.

M. Regional Water Planning Group Notification

Article 24.07.034: The service area of the City of Hutto is not located within any groundwater conservation district, is located within regional water planning area G, and the City of Hutto will provide a copy of this plan to Regional Water Planning Group G, the TWDB and the TCEQ once it has been approved as required

N. Drought Contingency Plan

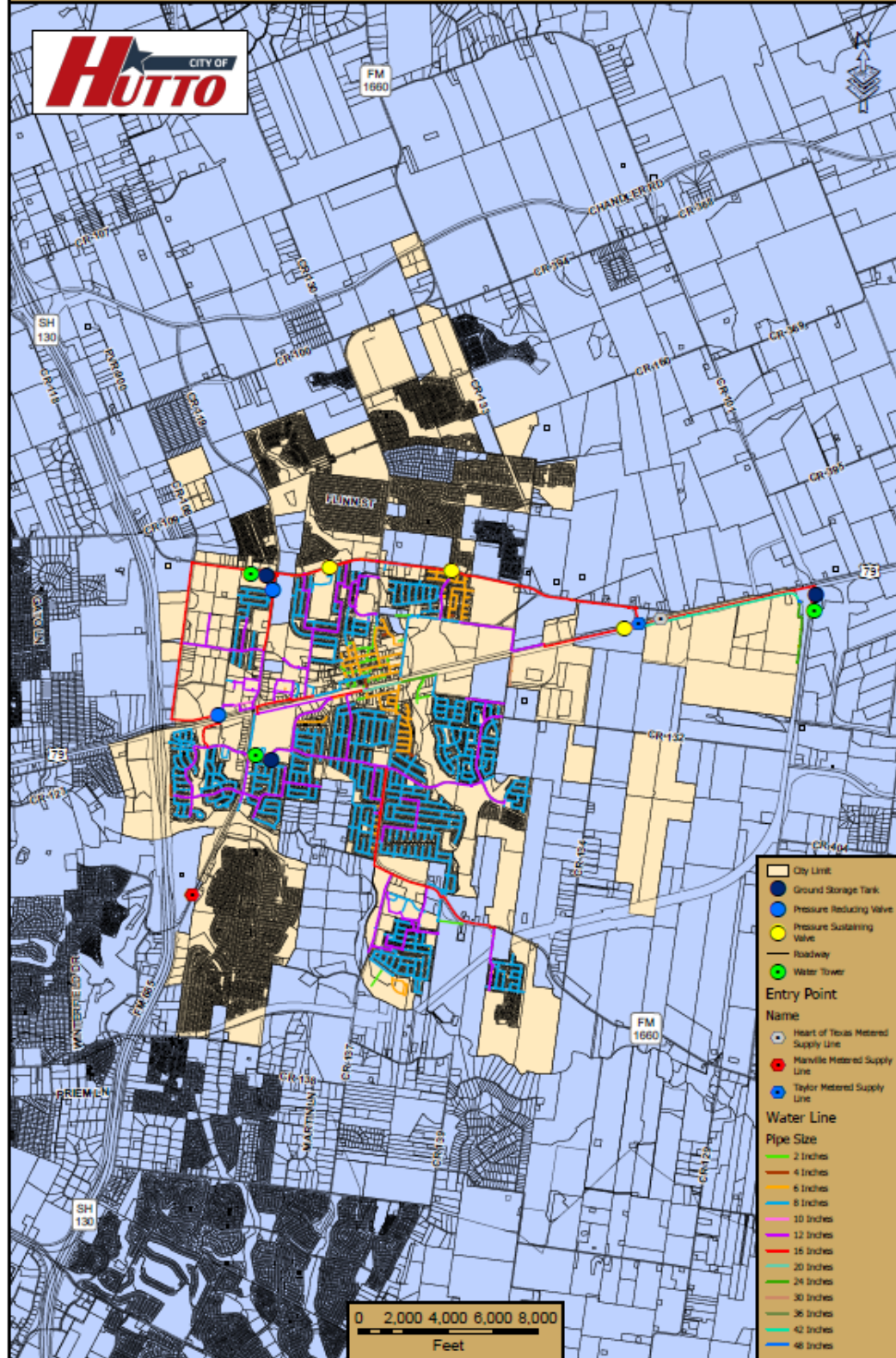
Appendix A-3

Appendix A.

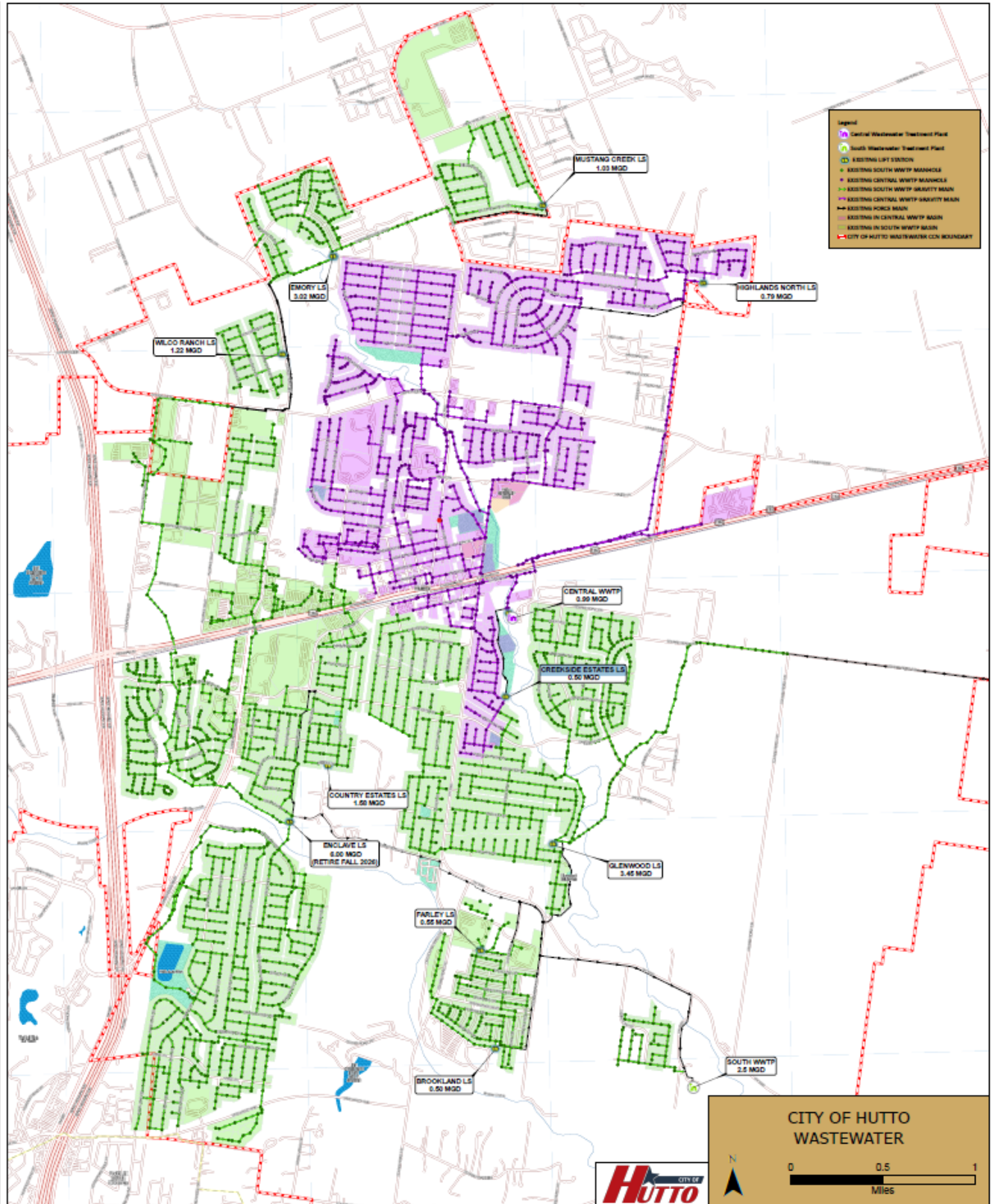
- 1. Water System Schematic**
- 2. Wastewater System Schematic**
- 3. Drought Contingency Plan (To be updated as adopted)**

APPENDIX A-1

System Schematic



APPENDIX A-2



APPENDIX A-3

ARTICLE 24.07 WATER CONSERVATION AND DROUGHT RESPONSE

DIVISION 1 Generally

§ 24.07.001

§ 24.07.001. through § 24.07.030. (Reserved)

§ 24.07.031

DIVISION 2 Drought Contingency Plan

§ 24.07.036

§ 24.07.031. Declaration of policy, purpose, and intent.

- (b) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water through a resolution.
- (b) Water uses regulated or prohibited under this drought contingency plan (the plan) are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which

subjects the offender(s) to penalties as defined in section 24.07.037 of this plan.
(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.032. Public involvement.

Opportunity for the public to provide input into the preparation of this plan was provided by the city by means of press release, scheduling and providing public notice of a public meeting to accept input on this plan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.033. Public education.

The city will periodically provide the public with information about this plan, including information about the conditions under which each stage of this plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts, mass emails to customers, social media channels, reverse 911, the city website, or other suitable methods.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.034. Coordination with regional water planning groups.

The service area of the city is not located within any groundwater conservation district, is located within regional water planning area G, and the city has provided a copy of this plan to Regional Water Planning Group G and K.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.035. Authorization.

The city manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.036. Applicability.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in this plan include individuals, corporations,

partnerships, associations, and all other legal entities. This plan does not apply to locations using treated effluent or private wells; however, any pond, impoundment, body of water, or other water service that is supplemented, or has the ability to supplement supply, with potable water provided by the city shall adhere to the provisions of this plan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.037. Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial water use. Water use which is integral to the operations of commercial and establishments such as retail establishments, hotels and motels, restaurants, and office buildings. This does not include multifamily residences or agricultural, industrial, or institutional users.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Institutional water use. Water use by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison, or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Nonessential water use. Water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

- (8) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;
- (8) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (8) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (8) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (8) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (8) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (8) Use of water from hydrants for construction purposes or any other purposes other than

firefighting.

Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

System operating capacity. The lesser of Hutto's total available supply and total distribution capacity. The total available supply is the production capacity of Hutto's system plus the contracted peak amount of wholesale water deliveries. This system operating capacity will increase or decrease with changes to Hutto's water system and/or wholesale contracts.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.038. Criteria for initiation and termination of drought response stages.

(b) The city shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this plan, that is, when the specified triggers are reached.

(b) The triggering criteria described below are based on known water supply capacity limits, contractual requirements, source water constraints, and other factors.

(5) Stage 1 triggers - Mild water shortage conditions.

- (B) Requirements for initiation. Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in section 24.07.037, when any of the following criteria are met:
- (iii) Total daily water demand equals or exceeds 75 percent of the city's system operating capacity for 3 consecutive days.
 - (iii) At the discretion of the city manager or his/her designee.
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.

(B) Requirements for termination. Stage 1 of this plan may be rescinded when any of the following conditions prevail:

- (iii) A minimum of 30 days have passed since initiation of stage 1 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
- (iii) The total daily water demand has not exceeded 70 percent of the system operating capacity for a period of 3 consecutive days.
- (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 1.

(5) Stage 2 triggers - Moderate water shortage conditions.

(B) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses provided in section 24.07.039 of this plan when any of the following criteria are met:

- (iii) Total daily water demand equals or exceeds 80 percent of the city's system operating capacity for 3 consecutive days.
- (iii) At the discretion of the city manager or his/her designee.
- (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.

(B) Requirements for termination. Stage 2 of this plan may be rescinded when any of the following conditions prevail:

- (iii) A minimum of 30 days have passed since initiation of stage 2 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
 - (iii) The total daily water demand has not exceeded 75 percent of the system operating capacity for a period of 3 consecutive days.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 2.
- (5) Stage 3 triggers - Severe water shortage conditions.
 - (B) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses for stage 3 of this plan when any of the following criteria are met:
 - (iii) Total daily water demand equals or exceeds 85 percent of the city's system operating capacity for 3 consecutive days.
 - (iii) At the discretion of the city manager or his/her designee.
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
 - (B) Requirements for termination. Stage 3 of this plan may be rescinded when any of the following conditions prevail:
 - (iii) A minimum of 30 days have passed since initiation of stage 3 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
 - (iii) The total daily water demand has not exceeded 80 percent of the system operating capacity for a period of 3 consecutive days.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 3.
- (5) Stage 4 triggers - Emergency water shortage conditions.
 - (B) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions for stage 4 of this plan when the city manager, or his/her designee, determines that a water supply emergency exists based on:
 - (iii) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
 - (iii) Natural or manmade contamination of the water supply source(s).
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
 - (iii) Total daily water demand equals or exceeds 95 percent of the city's system operating capacity for a period of 3 consecutive days.
 - (iii) Any other water emergency that threatens the protection of public health, safety and welfare.
 - (B) Requirements for termination. Stage 4 of this plan may be rescinded when any of the following conditions prevail:
 - (iii) A minimum of 30 days have passed since initiation of stage 4 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
 - (iii) The total daily water demand has not exceeded 90 percent of the system operating capacity for a period of 3 consecutive days.

- (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 4.
 - (5) Stage 5 triggers - Water allocation.
 - (B) Requirements for initiation. Customers shall be required to comply with the water allocation plan prescribed in section 24.07.039 of this plan and comply with the requirements and restrictions for stage 5 of this plan when the city council, the city manager, or his/her designee determines water allocation is necessary.
 - (B) Requirements for termination. Water allocation to remain in effect for a minimum of one complete billing cycle and will remain in effect if stage 5 is still in effect at the beginning of the next billing month. Stage 5 may be rescinded at the discretion of the city council, the city manager, or his/her designee.
- (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.039. Drought response stages.

- (b) Monitoring and notification. The city manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in section 24.07.038 of this plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:
 - (5) Notification of the public. The city manager or his/her designee shall notify the public by means of:
 - (E) Publication on the city website.
 - (E) Press release.
 - (E) Mass emails to customers.
 - (E) Social media channels.
 - (5) Additional notification. The city manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:
 - (E) Mayor and members of the city council.
 - (E) County emergency services district #3 fire chief.
 - (E) City emergency management coordinator.
 - (E) County judge and commissioner(s).
 - (E) TCEQ (required when mandatory restrictions are imposed).
 - (E) Major water users.
 - (E) Critical water users, i.e. hospitals.
 - (E) Parks/street superintendents and public facilities managers.
- (b) Response stages.
 - (5) Stage 1 response - Mild water shortage conditions.
 - (E) Target. Achieve a voluntary 5 percent reduction in water use.
 - (E) Voluntary water use restrictions for reducing demand.
 - (ii) Residential water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate

landscapes only during the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can should be actively monitored by a responsible person.

- (ii) Industrial, commercial, and institutional water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Mondays and Fridays, and to irrigate landscapes only during the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can should be actively monitored by a responsible person.
- (ii) All city operations shall adhere to water use restrictions prescribed for stage 2 of this plan.
- (ii) Water customers are requested to practice water conservation and to minimize or discontinue water use for nonessential purposes.
- (ii) Stock at a commercial plant nursery is exempt from stage 1 watering restrictions. Such establishments are requested to curtail nonessential water use.

(5) Stage 2 response - Moderate water shortage conditions.

(E) Target. Achieve a 10 percent reduction in water use.

(E) Best management practices for supply management.

- (ii) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Reduce or discontinue flushing of water mains;
 - b. Reduce or discontinue irrigation of public landscaped areas.
- (ii) The city will comply with water use restrictions for stage 2 when stage 2 is implemented.

(E) Water use restrictions for demand reduction. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (ii) For residential water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
- (ii) For industrial, commercial, and institutional water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Mondays and Fridays during the hours before 10:00 a.m.

and after 8:00

p.m. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.

- (ii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (ii) Use of water to initially fill newly installed pools is allowed. Use of water to refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. This restriction does not apply to public swimming pools, which must be maintained pursuant to health regulations.
- (ii) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is

prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

- (ii) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permission from the city.
- (ii) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (ii) The following uses of water are defined as nonessential and are prohibited:
 - a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - d. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (ii) Stock at a commercial plant nursery is exempt from stage 2 watering restrictions. Such establishments are requested to curtail nonessential water use.

(5) Stage 3 response - Severe water shortage conditions.

- (E) Target. Achieve a 20 percent reduction in daily water use.

- (E) Best management practices for supply management.
 - (ii) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Reduce or discontinue flushing of water mains;
 - b. Reduce or discontinue irrigation of public landscaped areas.
 - (ii) The city must comply with water use restrictions for stage 3 when stage 3 is implemented.
- (E) Water use restrictions for demand reduction. All requirements of stage 2 shall remain in effect during stage 3 except:
 - (ii) For residential water customers, irrigation of landscaped areas with automatic sprinkler systems and hose-end sprinklers shall be limited to one day per week according to the street address as follows:

If there is no street address associated with the property, or if there is more than one street address associated with a single contiguous property, the watering day is Wednesday. Irrigation of landscaped areas is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.

- (ii) For industrial, commercial, and institutional water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Wednesdays during the hours before 10:00 a.m. and after 8:00 p.m. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
- (ii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial carwash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial carwashes and commercial service stations shall occur only during the hours before 10:00 a.m. and after 8:00 p.m.
- (ii) Use of water to initially fill newly installed pools is allowed. Use of water to refill or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. This restriction does not apply to public swimming pools, which must be maintained pursuant to health regulations.
- (ii) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such

- fountains or ponds are equipped with a recirculation system.
 - (ii) Use of water for dust control is absolutely prohibited, with the exception that type I recycled water can be applied where contact between humans and the recycled water is likely and type II recycled water can be applied where contact between humans and the recycled water is unlikely.
 - (ii) Stock at a commercial plant nursery is exempt from stage 3 watering restrictions. Such establishments are required to curtail nonessential water use.
- (5) Stage 4 response - Emergency water shortage conditions.
 - (E) Target. Achieve a 40 percent reduction in daily water use.
 - (E) Best management practices for supply management.
 - (ii) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Discontinue flushing of water mains;
 - b. Discontinue irrigation of public landscaped areas.
 - (ii) The city must comply with water use restrictions for stage 4 when stage 4 is implemented.
 - (ii) The city, if deemed necessary by the city manager or his/her designee, may utilize alternative water sources including but not limited to the purchase, delivery, and distribution of bottled water.
 - (E) Water use restrictions for reducing demand. All requirements of stage 2 and 3 shall remain in effect during stage 4 except:
 - (ii) Irrigation of landscaped areas using automatic irrigation systems or hose-end sprinklers is absolutely prohibited.
 - (ii) Irrigation of landscaped areas is permitted once per week on designated stage 3 days if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or properly functioning drip irrigation system. Irrigation by such means is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated days. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
 - (ii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
 - (ii) Use of water for residential or commercial construction is absolutely prohibited, with the exception that type I recycled water can be applied where contact between humans and the recycled water is likely and type II recycled water can be applied where contact between humans and the recycled water is unlikely.
 - (ii) Stock at a commercial plant nursery is exempt from stage 4 watering restrictions and may be watered on any day by means of a handheld hose, handheld watering can, or drip irrigation system.
- (5) Stage 5 response - Water allocation. In the event that water shortage conditions threaten public health, safety, and welfare, the city manager or his/her designee is hereby authorized to allocate water according to the following water allocation plan:
 - (E) Single-family residential customers.
 - (ii) The allocation to residential water customers residing in a single-family dwelling shall be 8,000 gallons per month.

- (ii) Household means the residential premises served by the customer's meter.
 - (ii) Residential water customers shall pay the surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.
- (E) Master-metered multifamily residential customers.
 - (ii) The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the city of a greater number on a form prescribed by the city manager. The city manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the city manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the city in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the city manager shall adopt methods to ensure the accuracy of the claim.
 - (ii) Any person who falsely reports the number of dwelling units served by a master meter or fails to timely notify the city of a reduction in the number of dwelling units commits a class C misdemeanor offense and shall be fined not less than \$100.00. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than \$500.00 nor more than \$2,000.00.
 - (ii) Customers billed from a master meter under this provision who exceed their monthly allocations shall pay monthly surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.
- (E) Commercial customers. A monthly water allocation shall be established by the city for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The nonresidential customer's allocation shall be approximately 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 3,000 gallons, shall be allocated 3,000 gallons. The city manager shall give his/her best effort to see that notice of each nonresidential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city utility billing department to determine the allocation. Upon request of the customer or at the initiative of the city manager, the allocation may be reduced or increased if: (i) the designated

period does not accurately reflect the customer's normal water usage; (ii) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer; or (iii) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city manager. Nonresidential commercial customers shall pay surcharges as provided in the fee schedule in appendix A of this code. The surcharges shall be

cumulative.

- (E) Industrial customers. A monthly water allocation shall be established by the city for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 80 percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the immediately preceding 12-month period ending prior to the date of implementation of stage 2 of this plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The city shall give best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city utility billing department to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased: (i) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period; (ii) the customer has added or is in the process of adding significant additional processing capacity; (iii) the customer has shutdown or significantly reduced the production of a major processing unit; (iv) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited; (v) the customer agrees to transfer part of its allocation to another industrial customer; or (vi) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city manager. Industrial customers shall pay surcharges as identified in appendix A of this code. The surcharges shall be cumulative.
- (E) Water use restrictions for reducing demand. All requirements of stage 2, 3 and 4 shall remain in effect during stage 5 except:
- (ii) All variances granted by the city manager under stage 2, stage 3 and stage 4 shall become null and void upon implementation of stage 5.
 - (ii) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water

service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.040. Enforcement; penalty.

- (d) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.
- (d) Any person who violates this plan is guilty of a class C misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty in section 1.01.009 of this code. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge as provided in the fee schedule of appendix A of this code and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while this plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (d) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation.
- (d) Any police officer or other employee of the city designated by the city manager may issue a citation to a person he/she reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest

warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.041. Variances.

- (d) The city manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (2) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which this plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
 - (2) Strict compliance with the provisions at issue adversely affects the health, safety, welfare or sanitation of the public, the applicant, or the environment.
 - (2) Strict compliance with the provisions at issue substantially threatens the applicant's primary source of income, the applicant is employing all reasonable water conservation measures, and approval of the variance will not result in water waste.
 - (2) A city-authorized irrigation inspector has determined that, due to its site-specific conditions, a site cannot be watered with an average coverage of 0.5 inches within the time limits prescribed, and as applicable, a current irrigation system evaluation is on file with the city.
 - (2) Person has a documented medical hardship or qualifying disability that prevents the person's strict adherence to these requirements.
 - (2) Irrigation of athletic fields is necessary to protect the health and safety of players and game officials.
 - (2) Person who installs new landscapes may irrigate only during the hours of before 10:00 a.m. and after 8:00 p.m. on any day, for a period of 30 days after installation. Projects that add plant material to existing landscape do not qualify for a variance. Replacing or adding plants or turf to existing, established landscapes will not be granted a variance. Over-seeding existing turf is not considered new landscape and will not be given an exemption.
- (d) Persons requesting an exemption from the provisions of this division shall file a petition for variance with the city within 5 days after this plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:
 - (2) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (2) Specific provision(s) of this plan from which the petitioner is requesting relief.
 - (2) Detailed statement as to how the specific provision of this plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.

- (2) Description of the relief requested.
- (2) Period of time for which the variance is sought.
- (2) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
- (2) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:
 - (2) Variances shall include a timetable for compliance.
 - (2) Variances granted shall expire when this plan is no longer in effect, unless the petitioner has failed to meet specific requirements.
- (d) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the

issuance of the variance.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

ARTICLE 24.07
WATER CONSERVATION AND DROUGHT RESPONSE

DIVISION 1
Generally

§ 24.07.001. through § 24.07.030. (Reserved)

DIVISION 2

Drought Contingency Plan and Water Conservation Plan**§ 24.07.031. Declaration of policy, purpose, and intent.**

(a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water through a resolution.

(b) Water uses regulated or prohibited under this drought contingency plan (the Pplan) are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 24.07.037 of this plan.

~~(b)(c)~~ The city council has also determined that it is its policy that water customers are encouraged to voluntarily limit the use for nonessential purposes and to practice water conservation.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.032. Public involvement.

Opportunity for the public to provide input into the preparation of this Pplan was provided by the city by means of press release, scheduling and providing public notice of a public meeting to accept input on this Pplan.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.033. Public education.

The city will periodically provide the public with information about this Pplan, including information about the conditions under which each stage of this Pplan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts, mass emails to customers, social media channels, reverse 911, the city website, or other suitable methods. When not in an implemented drought stage, the city will engage in educational programs designed to increase customer awareness of water conservation and encourage the most efficient use of water. The City of Hutto Water Conservation Plan may be referred to for additional details on education and conservation outreach. (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.034. Coordination with regional water planning groups, wholesale providers, and wholesale customers.

The service area of the city is not located within any groundwater conservation district, is located within regional water planning area G, and the city has provided a copy of this Pplan to Regional Water Planning Group G and K.

The city contracts with water wholesale providers. The city will comply with and implement

any drought contingency requirements that may be set forth in any contracts with these authorities.

All wholesale water contracts require compliance with the city's drought contingency and water conservation programs. Each contract specifies that the water supplied to the wholesale customer may be reasonably limited by the city on the same basis and to the same extent as the supply of water to any other customers within the city.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.035. Authorization.

The city manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this [Plan](#) upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this [Plan](#).

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.036. Applicability.

The provisions of this [Plan](#) shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in this [Plan](#) include individuals, corporations, partnerships, associations, and all other legal entities. This [Plan](#) does not apply to locations using treated effluent or private wells with the exception of nonessential use (7) which applies to all systems; however, any pond, impoundment, body of water, or other water service that is supplemented, or has the ability to supplement supply, with potable water provided by the city shall adhere to the provisions of this [Plan](#).

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.037. Definitions.

For the purposes of this [Plan](#), the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial water use. Water use which is integral to the operations of commercial and establishments such as retail establishments, hotels and motels, restaurants, and office buildings. This does not include multifamily residences or agricultural, industrial, or institutional users.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Institutional water use. Water use by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison, or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Nonessential water use. Water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this [Plan](#);
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (7) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (8) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

System operating capacity. The lesser of Hutto's total available supply and total distribution capacity. The total available supply is the production capacity of Hutto's system plus the contracted peak amount of wholesale water deliveries. This system operating capacity will increase or decrease with changes to Hutto's water system and/or wholesale contracts. (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.038. Criteria for initiation and termination of drought response stages.

- (a) The city shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this [Plan](#), that is, when the specified triggers are reached.
- (b) The triggering criteria described below are based on known water supply capacity limits, contractual requirements, source water constraints, and other factors.
 - (1) Stage 1 triggers - Mild water shortage conditions.
 - (A) Requirements for initiation. ~~Customers~~ initiation. ~~Customers~~ shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in section 24.07.037, when any of the following criteria are met:
 - (i) Total daily water demand equals or exceeds 75 percent of the city's system operating capacity for 3 consecutive days.
 - (ii) At the discretion of the city manager or his/her designee.

- (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
- (B) Requirements for ~~termination~~. Stage 1 of this Pplan may be rescinded when ~~any~~-all of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 1 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days; ~~and~~.
 - (ii) The total daily water demand has not exceeded 70 percent of the system operating capacity for a period of 3 consecutive days; ~~and~~.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 1.
- (2) Stage 2 triggers - Moderate water shortage conditions.
 - (A) Requirements for ~~initiation~~. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses provided in section 24.07.039 of this Pplan when any of the following criteria are met:
 - (i) Total daily water demand equals or exceeds 80 percent of the city's system operating capacity for 3 consecutive days.
 - (ii) At the discretion of the city manager or his/her designee.
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
 - (B) Requirements for ~~termination~~. Stage 2 of this Pplan may be rescinded when ~~any~~-all of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 2 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days; ~~and~~.
 - (ii) The total daily water demand has not exceeded 75 percent of the system operating capacity for a period of 3 consecutive days; ~~and~~.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 2.
- (3) Stage 3 triggers - Severe water shortage conditions.
 - (A) Requirements for ~~initiation~~. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses for stage 3 of this Pplan when any of the following criteria are met:
 - (i) Total daily water demand equals or exceeds 85 percent of the city's system operating capacity for 3 consecutive days.

- (ii) At the discretion of the city manager or his/her designee.
- (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
- (B) Requirements for ~~termination~~ ~~Stage~~ ~~termination~~. Stage 3 of this ~~P~~plan may be rescinded when ~~any~~ all of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 3 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days; and.
 - (ii) The total daily water demand has not exceeded 80 percent of the system operating capacity for a period of 3 consecutive days; and.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 3.
- (4) Stage 4 triggers - Emergency water shortage conditions.
 - (A) Requirements for ~~initiation~~ ~~Customers~~ ~~initiation~~. Customers shall be required to comply with the requirements and restrictions for stage 4 of this ~~P~~plan when the city manager, or his/her designee, determines that a water supply emergency exists based on:
 - (i) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
 - (ii) Natural or manmade contamination of the water supply source(s).
 - (iii) An emergency outage or contamination causes a loss of supply to the entire or portion of the system.
 - (iv) Total daily water demand equals or exceeds 95 percent of the city's system operating capacity for a period of 3 consecutive days.
 - (v) Any other water emergency that threatens the protection of public health, safety and welfare.
 - (B) Requirements for ~~termination~~ ~~Stage~~ ~~termination~~. Stage 4 of this ~~P~~plan may be rescinded when any of the following conditions prevail:
 - (i) A minimum of 30 days have passed since initiation of stage 4 and all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
 - (ii) The total daily water demand has not exceeded 90 percent of the system operating capacity for a period of 3 consecutive days.
 - (iii) The city manager or his/her designee determines that it is appropriate to terminate stage 4. This includes any regulatory authority approval or requirements prior to returning to normal safe operational conditions.
- (5) Stage 5 triggers - Water allocation.

Commented [DM1]:

Did you mean to say ALL of the following conditions?

Commented [MR2]: Should this be in addition to other items listed? The main paragraph says that when any of this list occur. Also, should we add something about any required TCEQ testing since the above talks about loss of service which may require boil notices or additional testing before we reestablish normal operations.

Commented [RC3R2]: Added a note on regulatory approval (B) (iii)

- (A) Requirements for initiation.~~Customers~~initiation. Customers shall be required to comply with the water allocation plan prescribed in section 24.07.039 of this Plan and comply with the requirements and restrictions for stage 5 of this Plan when ~~the city council~~, the city manager, or his/her designee determines water allocation is necessary with approval by city council.
- (B) Requirements for termination.~~Water~~termination. Water allocation to remain in effect for a minimum of one complete billing cycle and will remain in effect if stage 5 is still in effect at the beginning of the next billing month. Stage 5 may be rescinded at the discretion of ~~the city council~~, the city manager, or his/her designee with approval by city council.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.039. Drought response stages.

- (a) Monitoring and notification. The city manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in section 24.07.038 of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:
- (1) Notification of the public. The city manager or his/her designee shall notify the public by means of:
 - (A) Publication on the city website.
 - (B) Press release.
 - (C) Mass emails to customers.
 - (D) Social media channels.
 - (2) Additional notification. The city manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:
 - (A) Mayor and members of the city council.
 - (B) County Emergency Services District #3 fire chief.
 - (C) City emergency management coordinator.
 - (D) County judge and commissioner(s).
 - (E) TCEQ (required when mandatory restrictions are imposed).
 - (F) Major water users.
 - (G) Critical water users, i.e. hospitals.
 - (H) Parks/street superintendents and public facilities managers.
 - (~~H~~)(I) Engineers, contractors, and developers working within city.
- (b) Response stages.

Commented [MR4]: Should this be city manager and city council or city manager with approval by city council or something of that nature?

Commented [RC5R4]: I would recommend City manager or his/her designee with approval by city council.

Commented [MR6]: Assuming that we change the initiation to requiring city manager and approval or concurrence from city council then the termination should follow that same line of thinking.

Commented [RC7R6]: I mirrored termination and initiation

(1) Stage 1 response - Mild water shortage conditions.(A) Target. Achieve a voluntary 5 percent reduction in water use.(B) Voluntary water use restrictions for reducing demand.

- (i) Residential water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only during the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can should be actively monitored by a responsible person.
- (ii) Industrial, commercial, and institutional water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Mondays and Fridays, and to irrigate landscapes only during the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can should be actively monitored by a responsible person.
- (iii) All city operations shall adhere to water use restrictions prescribed for stage 2 of this [P](#)lan.
- (iv) Water customers are requested to practice water conservation and to minimize or discontinue water use for nonessential purposes.
- (v) Stock at a commercial plant nursery is exempt from stage 1 watering restrictions. Such establishments are requested to curtail nonessential water use. [Refer to definition section for nonessential water use.](#)

(2) Stage 2 response - Moderate water shortage conditions.(A) ~~Target.~~~~Achieve~~[Target. Achieve](#) a 10 percent reduction in water use.(B) Best management practices for supply management.

- (i) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Reduce or discontinue flushing of water mains;
 - b. Reduce or discontinue irrigation of public landscaped areas.

- (ii) The city will comply with water use restrictions for stage 2 when stage 2 is implemented.
- (C) Water use restrictions for demand reduction. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:
 - (i) For residential water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
 - (ii) For industrial, commercial, and institutional water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Mondays and Fridays during the hours before 10:00 a.m. and after 8:00 p.m. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
 - (iii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
 - (iv) Use of water to initially fill newly installed pools is allowed. Use of water to refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. This restriction does not apply to public swimming pools, which must be maintained pursuant to health regulations.
 - (v) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(vi) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permission from the city.

~~(vii) All restaurants are prohibited from serving water to patrons except upon request of the patron.~~

~~(viii)~~(vii) The following uses of water are defined as nonessential and are prohibited:

- a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- c. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
- d. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

~~(ix)~~(viii) Stock at a commercial plant nursery is exempt from stage 2 watering restrictions. Such establishments are requested to curtail nonessential water use. Refer to definition section for nonessential water use.

(3) Stage 3 response - Severe water shortage conditions.

(A) Target. Achieve a 20 percent reduction in daily water use.

(B) Best management practices for supply management.

- (i) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Reduce or discontinue flushing of water mains;
 - b. Reduce or discontinue irrigation of public landscaped areas.
- (ii) The city must comply with water use restrictions for stage 3 when stage 3 is implemented.

(C) Water use restrictions for demand reduction. All requirements of stage 2 shall remain in effect during stage 3 except:

- (i) For residential water customers, irrigation of landscaped areas with automatic sprinkler systems and hose-end sprinklers shall be limited to one day per week according to the street address as follows:

Last number of address	Watering day
0, 1	Monday
2, 3	Tuesday
4, 5	Thursday
6, 7	Friday
8, 9	Saturday

If there is no street address associated with the property, or if there is more than one street address associated with a single contiguous property, the watering day is Wednesday. Irrigation of landscaped areas is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.

- (ii) For industrial, commercial, and institutional water customers, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Wednesdays during the hours before 10:00 a.m. and after 8:00 p.m. Irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
- (iii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial carwash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial carwashes and commercial service stations shall occur only during the hours before 10:00 a.m. and after 8:00 p.m.
- (iv) Use of water to initially fill newly installed pools is allowed. Use of water to refill or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days during the hours before 10:00 a.m. and after 8:00 p.m. This restriction does not apply to public swimming pools, which must be maintained pursuant to health regulations.
- (v) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (vi) Use of water for dust control is absolutely prohibited, with the exception that type I recycled water can be applied where contact between humans

and the recycled water is likely and type II recycled water can be applied where contact between humans and the recycled water is unlikely.

- (vii) Stock at a commercial plant nursery is exempt from stage 3 watering restrictions. Such establishments are required to curtail nonessential water use.

(4) Stage 4 response - Emergency water shortage conditions.

(A) Target. Achieve a 40 percent reduction in daily water use.

(B) Best management practices for supply management.

- (i) The city will implement the following measures to manage limited water supplies and/or reduce water demand:
 - a. Discontinue flushing of water mains;
 - b. Discontinue irrigation of public landscaped areas.
- (ii) The city must comply with water use restrictions for stage 4 when stage 4 is implemented.
- (iii) The city, if deemed necessary by the city manager or his/her designee, may utilize alternative water sources including but not limited to the purchase, delivery, and distribution of bottled water.

(C) Water use restrictions for reducing demand. All requirements of stage 2 and 3 shall remain in effect during stage 4 except:

- (i) Irrigation of landscaped areas using automatic irrigation systems or hose-end sprinklers is absolutely prohibited.
- (ii) Irrigation of landscaped areas is permitted once per week on designated stage 3 days if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or properly functioning drip irrigation system. Irrigation by such means is further limited to the hours before 10:00 a.m. and after 8:00 p.m. on designated days. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person.
- (iii) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (iv) Use of water for residential or commercial construction is absolutely prohibited, with the exception that type I recycled water can be applied where contact between humans and the recycled water is likely and type II recycled water can be applied where contact between humans and the recycled water is unlikely.
- (v) Stock at a commercial plant nursery is exempt from stage 4 watering restrictions and may be watered on any day by means of a handheld hose,

handheld watering can, or drip irrigation system.

- (5) Stage 5 response - Water allocation. In the event that water shortage conditions threaten public health, safety, and welfare, the city manager or his/her designee is hereby authorized to allocate water according to the following water allocation plan:

(A) Single-family residential customers.

- (i) The allocation to residential water customers residing in a single-family dwelling shall be 8,000 gallons per month.
- (ii) Household means the residential premises served by the customer's meter.
- (iii) Residential water customers shall pay the surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

(B) Master-metered multifamily residential customers.

- (i) The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the city of a greater number on a form prescribed by the city manager. The city manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the city manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the city in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the city manager shall adopt methods to ensure the accuracy of the claim.
- (ii) Any person who falsely reports the number of dwelling units served by a master meter or fails to timely notify the city of a reduction in the number of dwelling units commits a class C misdemeanor offense and shall be fined not less than \$100.00. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than \$500.00 nor more than \$2,000.00.
- (iii) Customers billed from a master meter under this provision who exceed their monthly allocations shall pay monthly surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

- (C) Commercial customers. A monthly water allocation shall be established by the city for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The nonresidential customer's allocation shall be approximately 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 3,000 gallons, shall be allocated 3,000 gallons. The city manager shall give his/her best effort to see that notice of each nonresidential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city utility billing department to determine the allocation. Upon request of the customer or at the initiative of the city manager, the allocation may be reduced or increased if: (i) the designated period does not accurately reflect the customer's normal water usage; (ii) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer; or (iii) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city manager. Nonresidential commercial customers shall pay surcharges as provided in the fee schedule in appendix A of this code. The surcharges shall be cumulative.
- (D) Industrial customers. A monthly water allocation shall be established by the city for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 80 percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the immediately preceding 12-month period ending prior to the date of implementation of stage 2 of this plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The city shall give best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city utility billing department to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased: (i) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period; (ii) the customer has added or is in the process of adding significant additional processing capacity; (iii) the customer has shutdown or significantly reduced the production of a major processing unit; (iv) the customer has previously implemented significant permanent water

conservation measures such that the ability to further reduce water use is limited; (v) the customer agrees to transfer part of its allocation to another industrial customer; or (vi) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city manager. Industrial customers shall pay surcharges as identified in appendix A of this code. The surcharges shall be cumulative.

(E) Water use restrictions for reducing demand. All requirements of stage 2, 3 and 4 shall remain in effect during stage 5 except:

- (i) All variances granted by the city manager under stage 2, stage 3 and stage 4 shall become null and void upon implementation of stage 5.
- (ii) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.040. Enforcement; penalty.

- (a) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this [Pplan](#), or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this [Pplan](#).
- (b) Any person who violates this [Pplan](#) is guilty of a class C misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty in section 1.01.009 of this code. Each day that one or more of the provisions in this [Pplan](#) is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this [Pplan](#), the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge as provided in the fee schedule of appendix A of this code and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while this [Pplan](#) is in effect. Compliance with this [Pplan](#) may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the

parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this [Pplan](#) and that the parent could not have reasonably known of the violation.

- (d) Any police officer or other employee of the city designated by the city manager may issue a citation to a person he/she reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the [alleged](#) violator's immediate family or is a resident of the [alleged](#) violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

(Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

§ 24.07.041. Variances.

- (a) The city manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
- (1) Compliance with this [Pplan](#) cannot be technically accomplished during the duration of the water supply shortage or other condition for which this [Pplan](#) is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
 - (3) Strict compliance with the provisions at issue adversely affects the health, safety, welfare or sanitation of the public, the applicant, or the environment.
 - (4) Strict compliance with the provisions at issue substantially threatens the applicant's primary source of income, the applicant is employing all reasonable water conservation measures, and approval of the variance will not result in water waste.
 - (5) A city-authorized irrigation inspector has determined that, due to its site-specific conditions, a site cannot be watered with an average coverage of 0.5 inches within the time limits prescribed, and as applicable, a current irrigation system evaluation is on file with the city.
 - (6) Person has a documented medical hardship or qualifying disability that prevents the person's strict adherence to these requirements.

- (7) Irrigation of athletic fields is necessary to protect the health and safety of players and game officials.
 - (8) Person who installs new landscapes may irrigate only during the hours of before 10:00 a.m. and after 8:00 p.m. on any day, for a period of 30 days after installation. Projects that add plant material to existing landscape do not qualify for a variance. Replacing or adding plants or turf to existing, established landscapes will not be granted a variance. Over-seeding existing turf is not considered new landscape and will not be given an exemption.
- (b) Persons requesting an exemption from the provisions of this division shall file a petition for variance with the city within 5 days after this [Pplan](#) or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:
- (1) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (3) Specific provision(s) of this [Pplan](#) from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of this [Pplan](#) adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this [Pplan](#) and the compliance date.
 - (8) Other pertinent information.
- (c) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:
- (1) Variances shall include a timetable for compliance.
 - (2) Variances granted shall expire when this [Pplan](#) is no longer in effect, unless the petitioner has failed to meet specific requirements.
- (d) No variance shall be retroactive or otherwise justify any violation of this [Pplan](#) occurring prior to the issuance of the variance.
- (Ordinance O-15-04-16-8B adopted 4/16/15; Ordinance O-2022-046 adopted 8/15/2022)

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Consideration and possible action on Resolution R-2026-082 to approve the revised application for use of Hotel Occupancy Funds in support of Hutto Arts Today's Mural Fest event. (Cheney Gamboa)
Meeting: Thursday, April 2, 2026
Department: Economic Development /
Staff Contact: Cheney Gamboa

ITEM SUMMARY:

I. Purpose

To obtain City Council direction on Hutto Arts Today's request to revise its previously approved HOT-funded event to align the Hutto Mural Fest with the City's Sunset Block Party on May 22 and to confirm the associated funding amounts and budget alignment.

II. Background

Hutto Arts Today was previously awarded Hotel Occupancy Tax (HOT) funding in the amount of \$45,966 for a qualified tourism-related arts event designed to increase visitation and support local hotels.

The City of Hutto also committed a \$15,000 marketing allocation in support of this HOT-funded activity.

Hutto Arts Today now proposes to align the Hutto Mural Fest with the City's Sunset Block Party on May 22 in order to deepen community engagement, leverage an existing City event, and maximize economic impact.

In an email to City staff, Hutto Arts Today indicated that its event budget has been adjusted to align with the total funding available (HOT funds plus City marketing allocation) while maintaining overall event quality. Supporting budget documents were provided to staff for review.

The organization has requested final budget and event-scope approval as soon as possible to ensure a multi-week promotional runway for marketing, artist coordination, and volunteer commitments.

III. Request

Hutto Arts Today is requesting that City Council:

Confirm that the use of the already-awarded \$45,966 in HOT funds is authorized for the revised event structure, specifically the Hutto Mural Fest to be held in conjunction with the May 22 Sunset Block Party; and

Increase the City's \$15,000 marketing allocation to \$16,000 and the combined project budget as reflected in the revised budget submitted by Hutto Arts Today; and

Authorize staff to proceed with any necessary agreement amendments or administrative actions to implement the revised event and funding plan.

AGENDA ITEM REPORT

12.1.



IV. Event and Economic Impact Overview

Event Concept: Hutto Mural Fest integrated into the Sunset Block Party footprint, including live mural installations, artist engagement, and arts-focused activities designed to attract residents and visitors.

Economic Goal: Increase visitation to Hutto, drive attendance to the Sunset Block Party/Mural Fest weekend, and support overnight hotel occupancy in alignment with HOT-fund eligible uses.

Anticipated Outcomes (as described by applicant):

Increased out-of-town visitors attending the combined event.

Measurable economic benefit to Hutto hotels, restaurants, and local businesses.

Expanded arts and cultural programming that enhances the City's brand and visitor appeal.

V. Staff Recommendation:

Staff reviewed the new application for the updated event in accordance with the HOT Funds Use Policy, the cumulative score for this revised event is 262, the cumulative score for the original event was 340. Staff is recommending an approval totaling \$38,000.00. This was calculated based on the marketing request stipulated in the updated application of \$5,500 and the pro rata share of the remaining request using the original cost of the previous 3-day event of \$112,500 to reflect the single-day event and account for the significant changes in scope, room night generation, and attendance. Calculation used: $\$112,500$ (original cost of full 3-day event) - $\$15,000$ (original Marketing budget) = $\$97,500/3$ = $\$32,500$ (Single day event) + $\$5,500$ (New Marketing) = $\$38,000.00$. Exhibit A is provided for additional reference and shows the original HOT Funds approved for FY26 and the updated totals reflecting this recommendation.

FISCAL NOTES:

The original application included \$15,000 for marketing and the revised application is requesting \$16,000. If the full amount request by applicant is approved, the Hotel Tax Fund (24) will have a fund balance reduced to \$1,688,940.

ATTACHMENTS:

1. COH Resolution-Revised Award of HOT Funds for HAT Event-FY26_R-2026-xxx-for signature_4.2.26
2. Hutto HOT Funds Use Policy-FINAL 4.17.25
3. Hutto Arts Today Original Application
4. Hutto Mural Festival – Original Schedule of Activities & Events
5. Hutto Mural Festival – Proposed Marketing Plan
6. Hot Funds Recommendation to Council
7. R-2025-173 Award of HOT Funds FY26 FINAL
8. Hutto Arts Today Revised March 2026 Application
9. 2026 Hutto Mural Fest Expense Breakdown
10. Marketing Expense Breakdown_ Hutto Mural Fest 2026
11. FY26 HOT Funds Recommendation_Exhibit A_4.2.26

AGENDA ITEM REPORT

12.1.



RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, REVISING THE AWARD OF HOTEL OCCUPANCY TAX (HOT) FUNDS FOR MURAL FEST PROJECT BY HUTTO ARTS TODAY FOR FISCAL YEAR 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto collects Hotel Occupancy Tax (HOT) revenues in accordance with Chapter 351 of the Texas Tax Code to promote tourism and the convention and hotel industry within the City; and

WHEREAS, the City of Hutto has established policies and procedures for the solicitation, evaluation, and allocation of HOT funds to eligible projects and organizations that demonstrate the ability to attract visitors and increase hotel activity in the city; and

WHEREAS, the City Council has reviewed recommendations from the Internal Review Committee per the City's HOT Funds Use Policy regarding applications for HOT funding for Fiscal Year 2026; and

WHEREAS, the projects recommended for funding have been determined to meet the statutory requirements of Chapter 351 of the Texas Tax Code and align with the City's strategic priorities regarding tourism promotion and economic development;

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

SECTION 1: The City Council hereby approves the award of Hotel Occupancy Tax funds for Fiscal Year 2026 to the Mural Fest project as planned by Hutto Arts Today in the amount specified in *Exhibit A*, attached hereto and incorporated herein for all purposes.

SECTION 2: The City Manager or designee is authorized to execute funding agreements and all other necessary documents with the approved recipients, subject to compliance with applicable laws and City policies.

SECTION 3: All recipients of HOT funding shall comply with the reporting, expenditure, and reimbursement requirements set forth in the City's HOT Fund Use Policy and in accordance with Chapter 351 of the Texas Tax Code.

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO,
on the 2nd of April, 2026, on a vote of ____ AYES; ____ NAYS; and ____
ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

CITY OF HUTTO POLICY AND PROCEDURES

HOTEL OCCUPANCY TAX (HOT) FUNDS USE POLICY

I. Objective

The purpose of the policy is to provide guidelines relating to the use of Hotel Occupancy Taxes collected in accordance with Chapter 351 of the Texas Tax Code. The policy shall be adopted by the City Council and will be amended as needed.

II. Scope

This policy further outlines the use of Hotel Occupancy Tax (HOT) revenue to promote tourism and the convention and hotel industry in Hutto including: HOT Funds Use Application Form, dates for application submission, review process, evaluation criteria, approval process and timing as well as compliance requirements.

The HOT Use Policy is only intended to provide further clarification and guidance on use of collected HOT revenues. State law shall prevail. Any changes to Chapter 351 of the State of Texas Tax Code shall supersede the City Policy.

III. Definitions

"Disbursement" - Disbursement is defined as payment to any "organization" for funding either through reimbursement or advanced funding of approved expenses in accordance with the City policy and state law.

"Fiscal Year" - The fiscal year shall mean the period between October 1 and September 30 of each year.

"Hotel Occupancy Tax" - The City levies a tax upon the occupant of any room or space furnished by any hotel, motel, lodging facility or short-term rental for not longer than thirty (30) consecutive days, where such costs of occupancy is at the rate of two dollars (\$2.00) or more per day, such tax to be equal to seven (7) percent of the consideration paid by the occupant of such room, space or facility to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies (Code of Ordinances Section 11.04).

"Internal Review Committee (IRC)"- A four-person committee consisting of the Economic Development Director, Finance Director, Parks and Recreation Director and a City Manager Designee charged with evaluating applications for Hot Funds Use and making funding recommendations to City Council.

"Municipality" - Municipality shall mean the City of Hutto.

"Organization" - Organization shall mean any person, governmental entity, or private organization requesting use of HOT Revenues.

"Revenues" - Shall be defined as Hotel Occupancy Tax revenues consisting of the tax levied by The City as defined as Hotel Occupancy Tax above.

IV. Uses

The following are permitted uses of Hotel Occupancy Tax revenues, in accordance with Chapter 351 of the Texas Tax Code Section 351.101(a) and this policy. The percentage breakdown between uses is intended to provide a general guideline and may be modified annually by the City Council without amendment to this policy.

City of Hutto has a seven percent (7%) Hotel Occupancy Tax Rate, as such, state law requires that least one-seventh (1/7) of the annual Hotel Occupancy Tax revenues be spent on advertising and promoting the city to directly impact tourism and the hotel and convention industry.

Hotel Occupancy Tax revenues may be pledged for the repayment of bonds as allowed by state law. The City Council may set aside up to seventy-five percent (75%) of Hotel Occupancy Tax revenues for repayment of bonds issued for construction related to this policy.

A. Convention and Visitor's Bureau

- (1) The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center or visitor information facilities.
- (2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- (3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

B. Promotion of the Arts

- (1) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

No more than fifteen percent (15%) of annual Hotel Occupancy Tax revenues may be spent for this purpose.

C. Historical Restoration and Museums

- (1) Revenues may be used for historical restoration and preservation projects or activities advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums located within the municipality.

No more than fifteen percent (15%) of annual Hotel Occupancy Tax revenues may be spent for this purpose.

D. Sporting Event Promotion

- (1) Revenues may be used for promotion of sporting events in which the majority or participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

Sporting event promotion will be given the same funding consideration as outlined for advertising and conducting solicitations and promotional programs in Section A(3).

E. Enhancement of Existing Sports Facilities

- (1) Revenues may be used for the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including, but not limited to, facilities or fields for baseball, softball, soccer, or flag football so long as:
 - (a) the municipality owns the facilities or fields;
 - (b) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than ten (10) times for district, state, regional, or national sports tournaments.

F. Signage

Hotel Tax revenues may be used to construct signage directing the public to

sights and attractions that are visited frequently by hotel guests in the municipality.

G. Restricted Fund Balance

The City shall set aside thirty percent (30%) of annual Hotel Occupancy Tax revenues to support funding large projects with twenty-five percent (25%) allocated for projects including but not limited to a convention center, event venue, or sports complex and five percent (5%) for projects supporting the arts. The Restricted Fund Balance may be used for eligible expenses at the City Council's discretion.

V. Procedure

A. Eligibility

- (1) Any organization, non-profit, or entity may seek funding as an applicant.
- (2) The applicant must be located in the City's corporate limits, extra-territorial jurisdiction, or in sufficiently close proximity as to reasonably attract tourists to the City.
- (3) The applicant must be a legal entity with legal capacity to enter into contracts in the State of Texas.
- (4) The applicant must be an organization or corporation governed by a Board of Directors or a business applying for a public project to support tourism efforts within the City.
- (5) The applicant must demonstrate that the funds will be used to promote the tourism, convention and hotel industry for the Hutto region.
- (6) The applicant must demonstrate that the programs and/or events are open and appropriate for the general public.
- (7) The applicant must demonstrate that they are in good financial standing and that financial safe guards are in place to protect the public funds.

B. Use of Funds

Organizations must use granted HOT revenues in accordance with this policy and Chapter 351 of the Tax Code. Applicants must demonstrate that the disbursement will directly enhance and promote tourism by attracting visitors from outside of Hutto into the City or its vicinity.

The applicant must present reasonable evidence that the request will increase overnight stays in Hutto. Any funded applicant must notify overnight lodging establishments of the upcoming event. Any promotional material must reference Hutto lodging establishments.

C. Application Process

The City of Hutto will accept HOT Funds Use applications during the

designated application period as shared and updated annually on the City of Hutto website. The application and associated documents and deadlines will be made available on the on the City of Hutto website on or before December 1 of each year for the following calendar year.

D. Financial Information

To be eligible to receive funds, applicants must demonstrate that they are in good financial standing and that they will act as responsible stewards of public funds.

- (1) Applicants must include their most recent audited financial statements with the application, unless they are a newly formed organization.
- (2) Applicants must also demonstrate that they maintain internal financial controls that will allow for proper tracking, accounting, and reporting of HOT revenues and related expenditures. The applicant must include a copy of their financial policies with their application.
- (3) Organizations must keep HOT revenues in a separate account so that revenues may not comingle with any other money, as defined in Section 351.00 (b) of the State of Texas Tax Code.
- (4) For events funded through HOT revenues, organizations must provide proof of insurance. The organization must forward Certificates of Insurance to the City prior to the event in accordance with the City's event permitting ordinance. Funding may be withheld if the organization fails to provide the required documents. The insurance required shall be procured and maintained in full force and effect for the duration of the project or event. Certificate Holder shall be the City of Hutto at 500 West Live Oak Street, Hutto TX 78634.

E. Audit

The City of Hutto may, at any time, inspect the books or records of the organization that may relate to the use of HOT revenues. The City, at its sole expense, has a right to audit any report or document submitted by the organization to the City by giving thirty (30) days prior written notice to the organization of its intention to do so.

F. Evaluation of Applications

- (1) Review of eligibility - Once an application is received, City Staff will review the application for completeness to ensure all necessary information and documentation has been provided. Any deficiencies to the application will be submitted, in writing, to the organization within 14 business days of the receipt of the application by the City. No application will be presented for Council consideration if deficiencies are present.

- (2) Internal Review Committee (IRC) Evaluation- At the close of the application window, complete applications for eligible projects will be reviewed and evaluated by the IRC using the evaluation form as provided on the City of Hutto website. The IRC will make recommendations to the full City Council for consideration and award of funds per the timeline set forth on the City of Hutto website for the annual HOT Funds Use application schedule to be updated annually.
- (3) Council Review – Projects recommended by the IRC will be considered by the City Council for funding. This will occur at a regularly scheduled, City Council Meeting as per the dates set forth each year and published on the City of Hutto website. The applicant may be requested to be present at the City Council Meeting during Council consideration to provide more information and/or clarification. Recommendation by the IRC or consideration by City Council does not guarantee funding.

The City Council may only award funds for uses that comply with Chapter 351 of the Texas Tax Code and this policy. Sufficient funds must be available before the Council may award funding.

- (a) Conflict of Interest - Any City Councilmember shall excuse themselves from voting on a funding request for an organization with which they are affiliated.
- (b) Evaluation Criteria - The IRC will use the criteria shown in the HOT Funding Project Evaluation Form to evaluate requests.

90



Hotel Occupancy Tax Funding Application

Date: 6/25/2025

Organization Information

Name of Organization: Hutto Arts Today

Address: 1212 Bethpage Drive

City, State, Zip: Hutto, Texas 78634

Contact Name: Lizzy Samples

Contact Phone Number: 512-934-2308

Web Site Address for Event or Sponsoring Entity HuttoArtsToday.Org (Not Live Yet)

Non-Profit or For-Profit status: Non-Profit

Tax ID#: 36-4936844

Entity's Creation Date: January 2021

Purpose of your organization: Hutto Arts Today empowers artistists and connects the community through inclusive, engaging arts experiences that inspire creativity and celebrate local culture.

Project Information

Name of Project: Hutto Mural Festival

Date(s) of Project: September 2026

Primary Location of Project: Co-Op District and Old Town (Historic Downtown Hutto)

Amount Requested: \$ 100,000.00

Describe how the requested funds will be used:

To fund artists stipends, venue costs, marketing,

operations for the Hutto Mural Festival.

Primary Purpose of Project:

To attract visitors to Hutto through vibrant public art experience celebrating local and regional creativity.

Percentage of Hotel Tax Support of Related Costs

Total cost of project: \$ 112,500

Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event: \$ 7,500

Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event: \$ 2,000

If staff costs are included in the HOT funding request, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 10-15 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested: \$

- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested: \$ _____
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested: \$ 112,500
- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested: \$ _____
- ☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

How many individuals are expected to attend the sporting related event? _____

How many of the attendees at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.**
Amount requested: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? Y/N If yes, what percentage of the ridership will be local citizens? _____

- ☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years has this project occurred? 0
2. Expected Attendance (if applicable): 3,000
3. Expected number of attendees that will stay in Hutto hotels (if applicable): 300-500
Expected number of room nights generated from this project (if applicable): 200-350
4. Do you reserve a room block for this event at an area hotel? Y/N If yes, specify which hotels and number of rooms at each: Yes, Holiday Inn, Town Place Suites, and Hampton Inn

5. Has this project received HOT funding in the past 3 years? Y/N If yes, list the years and amount of funding provided from HOT and the number of hotel rooms used:

<u>Month/Year Held</u>	<u>HOT Funding Amount</u>	<u>Number of Hotel Rooms Used</u>
<u>N/A</u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Room Block Reports, Attendee lodging survey,

Hotelier Feedback, VIP Package Tracking

7. Please list other funding sources including any organizations, government entities, or grants that have offered financial support to your project:

Business Sponsorship, VIP Passes, Booth Rentals

8. Is there an admissions charge associated with this project? Y/N If yes, do you anticipate a net profit from the event? Y/N If yes, what is the anticipated amount and how will it be used? _____

No admission price, but we do plan to make a profit from the event. Any net proceeds will be reinvested into Hutto Arts Today year round arts programs and future community events.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each:

Print Media: \$ 2,000

Social Media: \$ 3,000

Radio: \$ 1,000

TV: \$ 1,500

Other Paid Advertising (please list each separately): \$ (Please see attached marketing plan)

Number of press releases to media 6-8

Number direct mailings to out-of-town recipients 2,000

Other promotions (please specify):

10. Will you include a link to City attractions or other resource on your promotional handouts and in your website for booking hotel nights during this event? Y/N If yes, please specify:

Yes, we plan to mention that the City of Hutto has additional events

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Y/N If yes, please provide standard daily rate and the discounted daily rate for each hotel:

Yes, the standard daily rate will be between \$125-\$129 per night

12. What marketing initiatives will you utilize to promote hotel and convention activity for this event?

Other than Print, Radio, Social Media, and Press Releases, we plan to promote through

other community events and groups. This would be us including information on newsletters,

attending in-person and speaking about the event.

13. What geographic areas will your advertising and promotion reach? Waco, San Antonio,

Houston, Dallas, and College Station

14. How many individuals will your proposed marketing reach who are located in another city or county? 75,000

15. If the funding requested is related to a permanent facility (e.g., visitor center):

Expected monthly attendance: _____

Expected annual attendance: _____

Expected percentage of attendees that will stay at area hotels/lodging facilities: _____%

Acknowledgement

I understand the State of Texas limitations placed on use of Hotel Occupancy Tax (HOT) funds and certify that the requested funds will be used only for purposes described in this application or as approved by the Hutto City Council. I understand the use of HOT funds is subject to audit and any misuse of funds could prevent any future consideration for assistance. Additionally, the City of Hutto reserves the right to impose civil/criminal penalties on any abuse of funds.

Signature: Lizzy Samples

Printed Name: Lizzy Samples

Date: 6.25.2025

Title: Treasurer

**Please submit to:
cheney.gamboa@HuttoTX.gov**

Hutto Mural Festival – Proposed Marketing Plan

Objective Drive awareness, attendance, and overnight stays for the inaugural Hutto Mural Festival through a multichannel campaign reaching 75,000 people across Central Texas and key drive-in markets.

1. Budget Overview *(Total \$15,000)* ✓

Channel	Allocation	Notes
Social Media Ads	\$5,000	Geo-targeted Facebook, Instagram, TikTok
Print Media	\$2,500	Posters, flyers, 2,000 direct-mail postcards
Radio	\$2,000	Regional spots promoting weekend trips
TV / Streaming	\$2,500	CTV ads in Austin DMA & surrounding cities
Other Paid Ads	\$2,500	Email blasts, banner ads, billboards, cross-promo
In-Person Sponsorships	\$500	Breakfast sponsor at 3 tourism events

2. Target Geographic Reach

Austin · Round Rock · Georgetown · Pflugerville · Taylor · Cedar Park & Leander · Waco · San Antonio · College Station · Dallas–Fort Worth · Houston

Cities ≥90 mi (DFW, Houston, SA, Waco, College Station) are emphasized for **2-night hotel packages**.

3. Key Messages

- Free, family-friendly arts weekend in fast-growing Hutto
 - Live mural painting, hands-on activities, VIP tours
 - Special hotel rates — make it a weekend getaway
-

Hutto Mural Festival – Proposed Marketing Plan

4. Press & Media Timeline

1. **PR #1** – Announcement & artist call (6 mo.)
 2. **PR #2** – Lineup reveal (4 mo.)
 3. **PR #3** – Hotel packages (3 mo.)
 4. **PR #4** – Full schedule (2 mo.)
 5. **PR #5** – Final call & media invite (2 wk)
 6. **PR #6** – Post-event recap (1 wk after)
-

5. Hotel & Tourism Tie-Ins

- Discounted rates (\$125–\$129) at Holiday Inn Express, Hampton Inn, TownePlace Suites
 - Event microsite with booking links & VIP upgrades
 - Promo codes tracked for HOT impact reporting
-

6. Impact Metrics

- Room-block bookings & promo-code usage
 - Attendee lodging survey
 - Digital reach/impressions
 - Media placements & earned coverage
-

Prepared by Hutto Arts Today · EIN 36-4936844

Hutto Mural Festival – Schedule of Activities & Events

1. Festival Dates

Targeting early **September 2026** (exact weekend TBD; rain date: Sept 19–21)

2. Pre-Festival Timeline

Month / Phase	Key Activities
Oct 25 – Jan 26	Finalize four mural wall locations in Co-Op District and Old Town Hutto
Jan – Mar	Public announcement · Artist call promoted
Apr – May	Social & digital ads launch · Vendor outreach
June	Artist selection finalized · Permits coordinated with City of Hutto staff
July	Wall prep · Hotel packages promoted · Postcards mailed
Late Aug	Artists arrive · Supplies staged · Volunteer orientation · Community preview night

3. Festival Weekend

Friday (Day 1)

Time	Activity
7 AM – 8 AM	Vendor load-in · Volunteer check-in · Street closures begin (City coordination)
9 AM – 5 PM	Public mural painting begins · Public welcome to observe
6 PM – 8 PM	Opening Reception (VIP & media) at One Eleven East

Hutto Mural Festival – Schedule of Activities & Events

Saturday (Day 2)

Time	Activity
7 AM – 8 AM	Volunteer check-in opens at City Hall courtyard
9 AM – 5 PM	Live painting continues · Artist meet-&-greet · Visit booths · Interactive art exhibits · Community art show
12 PM – 1 PM	Midday break / food vendors highlight local eats
7 PM – 10 PM	Evening Celebration (live music + projection light show)

Sunday (Day 3)

Time	Activity
7 AM – 8 AM	Volunteer check-in
9 AM – 2 PM	Final mural touch-ups · Guided mural tours · Artists depart
3 PM – 4 PM	Awards ceremony & community celebration
4 PM – 6 PM	Vendor load-out · Breakdown & site clean-up · City support · UV sealant mural preservation
3 PM – 4 PM	Awards ceremony & community celebration
4 PM – 6 PM	Breakdown & site clean-up · City support · UV sealant mural preservation

Hutto Mural Festival – Schedule of Activities & Events

4. Post-Festival

Timing	Action
+1 Week	Press-release recap · Impact surveys sent
October	Stakeholder debrief · Plan next year's festival · Submit HOT report

Additional Notes:

- City of Hutto staff will support event logistics, permitting, and public safety (~10–15% involvement).
- Free downtown parking; shuttle service available for overflow lots.
- Event website will include hotel links, booking info, and sponsorship highlights.

Prepared by Hutto Arts Today · EIN 36-4936844

Hutto Mural Festival – Schedule of Activities & Events

1. Festival Dates

Targeting early **September 2026** (exact weekend TBD; rain date: Sept 19–21)

2. Pre-Festival Timeline

Month / Phase	Key Activities
Oct 25 – Jan 26	Finalize four mural wall locations in Co-Op District and Old Town Hutto
Jan – Mar	Public announcement · Artist call promoted
Apr – May	Social & digital ads launch · Vendor outreach
June	Artist selection finalized · Permits coordinated with City of Hutto staff
July	Wall prep · Hotel packages promoted · Postcards mailed
Late Aug	Artists arrive · Supplies staged · Volunteer orientation · Community preview night

3. Festival Weekend

Friday (Day 1)

Time	Activity
7 AM – 8 AM	Vendor load-in · Volunteer check-in · Street closures begin (City coordination)
9 AM – 5 PM	Public mural painting begins · Public welcome to observe
6 PM – 8 PM	Opening Reception (VIP & media) at One Eleven East

Hutto Mural Festival – Schedule of Activities & Events

Saturday (Day 2)

Time	Activity
7 AM – 8 AM	Volunteer check-in opens at City Hall courtyard
9 AM – 5 PM	Live painting continues · Artist meet-&-greet · Visit booths · Interactive art exhibits · Community art show
12 PM – 1 PM	Midday break / food vendors highlight local eats
7 PM – 10 PM	Evening Celebration (live music + projection light show)

Sunday (Day 3)

Time	Activity
7 AM – 8 AM	Volunteer check-in
9 AM – 2 PM	Final mural touch-ups · Guided mural tours · Artists depart
3 PM – 4 PM	Awards ceremony & community celebration
4 PM – 6 PM	Vendor load-out · Breakdown & site clean-up · City support · UV sealant mural preservation
3 PM – 4 PM	Awards ceremony & community celebration
4 PM – 6 PM	Breakdown & site clean-up · City support · UV sealant mural preservation

Hutto Mural Festival – Schedule of Activities & Events

4. Post-Festival

Timing	Action
+1 Week	Press-release recap · Impact surveys sent
October	Stakeholder debrief · Plan next year's festival · Submit HOT report

Additional Notes:

- City of Hutto staff will support event logistics, permitting, and public safety (~10–15% involvement).
- Free downtown parking; shuttle service available for overflow lots.
- Event website will include hotel links, booking info, and sponsorship highlights.

Prepared by Hutto Arts Today · EIN 36-4936844

Hutto Mural Festival – Proposed Marketing Plan

Objective Drive awareness, attendance, and overnight stays for the inaugural Hutto Mural Festival through a multichannel campaign reaching 75,000 people across Central Texas and key drive-in markets.

1. Budget Overview *(Total \$15,000)*

Channel	Allocation	Notes
Social Media Ads	\$5,000	Geo-targeted Facebook, Instagram, TikTok
Print Media	\$2,500	Posters, flyers, 2,000 direct-mail postcards
Radio	\$2,000	Regional spots promoting weekend trips
TV / Streaming	\$2,500	CTV ads in Austin DMA & surrounding cities
Other Paid Ads	\$2,500	Email blasts, banner ads, billboards, cross-promo
In-Person Sponsorships	\$500	Breakfast sponsor at 3 tourism events

2. Target Geographic Reach

Austin · Round Rock · Georgetown · Pflugerville · Taylor · Cedar Park & Leander · Waco · San Antonio · College Station · Dallas–Fort Worth · Houston

Cities ≥90 mi (DFW, Houston, SA, Waco, College Station) are emphasized for **2-night hotel packages**.

3. Key Messages

- Free, family-friendly arts weekend in fast-growing Hutto
 - Live mural painting, hands-on activities, VIP tours
 - Special hotel rates — make it a weekend getaway
-

Hutto Mural Festival – Proposed Marketing Plan

4. Press & Media Timeline

1. **PR #1** – Announcement & artist call (6 mo.)
 2. **PR #2** – Lineup reveal (4 mo.)
 3. **PR #3** – Hotel packages (3 mo.)
 4. **PR #4** – Full schedule (2 mo.)
 5. **PR #5** – Final call & media invite (2 wk)
 6. **PR #6** – Post-event recap (1 wk after)
-

5. Hotel & Tourism Tie-Ins

- Discounted rates (\$125–\$129) at Holiday Inn Express, Hampton Inn, TownePlace Suites
 - Event microsite with booking links & VIP upgrades
 - Promo codes tracked for HOT impact reporting
-

6. Impact Metrics

- Room-block bookings & promo-code usage
 - Attendee lodging survey
 - Digital reach/impressions
 - Media placements & earned coverage
-

Prepared by Hutto Arts Today · EIN 36-4936844

FY26 HOT Funds Evaluation

Project	Cum. Score	Funding Requested	Funding Recommended	% Rec/Req	Funding by HOT Category		
					Promotion of the Arts	Advertising/Marketing Programs to Attract Tourist	Total
HAT-Mural Festival	340	\$100,000.00	\$60,966.66	53.47%	45,966.66	15,000.00	60,966.66
COH-Community Connections Fair-Art Mural	160	\$5,000.00	\$2,492.94	49.70%	2,492.94	-	2,492.94
HSC-Trail Fest	325	\$10,000.00	\$10,000.00	100%		10,000.00	10,000.00
COH-Trail of Lights	285	\$38,725.00	\$38,725.00	100%		38,725.00	38,725.00
COH-Crawl	190	\$23,988.55	\$23,988.55	100%		23,988.55	23,988.55
COH-Holiday Market	165	\$7,500.00	\$7,500.00	100%		7,500.00	7,500.00
Total Funds Requested		<u>\$185,213.55</u>	<u>\$143,673.15</u>		<u>48,459.60</u>	<u>95,213.55</u>	<u>143,673.15</u>
Available HOT Funds: Actual FY 2024	<u>\$323,064.00</u>						
Available HOT Funds: Promotion of the Arts - Max. (15%)	\$48,459.60	\$90,000.00	48,459.60	53.84%			
Advertising/Marketing Programs to Attract Tourist Min. (1/7)	\$46,152.00	\$95,213.55	95,213.55	100.00%			
Recommended Award of HOT Funds for FY26	<u>\$143,673.15</u>						
FY 2024 HOT Funds Remaining	<u>\$179,390.85</u>						
Beginning Fund Balance as of 09/30/2024	\$1,051,494.00						
Less: Expenditures FY 2025	39,991.00						
Less: FY 2026 Recommended Expenditures	<u>143,673.15</u>						
Projected Ending Fund Balance	<u>\$867,829.85</u>						

RESOLUTION NO. R-2025-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AWARDING HOTEL OCCUPANCY TAX (HOT) FUNDS FOR APPROVED PROJECTS FOR FISCAL YEAR 2026; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto collects Hotel Occupancy Tax (HOT) revenues in accordance with Chapter 351 of the Texas Tax Code to promote tourism and the convention and hotel industry within the City; and

WHEREAS, the City of Hutto has established policies and procedures for the solicitation, evaluation, and allocation of HOT funds to eligible projects and organizations that demonstrate the ability to attract visitors and increase hotel activity in the city; and

WHEREAS, the City Council has reviewed recommendations from the Internal Review Committee per the City's HOT Funds Use Policy regarding applications for HOT funding for Fiscal Year 2026; and

WHEREAS, the projects recommended for funding have been determined to meet the statutory requirements of Chapter 351 of the Texas Tax Code and align with the City's strategic priorities regarding tourism promotion and economic development;

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

SECTION 1: The City Council hereby approves the award of Hotel Occupancy Tax funds for Fiscal Year 2026 to the following projects and organizations in the amounts specified in *Exhibit A*, attached hereto and incorporated herein for all purposes.

SECTION 2: The City Manager or designee is authorized to execute funding agreements and all other necessary documents with the approved recipients, subject to compliance with applicable laws and City policies.

SECTION 3: All recipients of HOT funding shall comply with the reporting, expenditure, and reimbursement requirements set forth in the City's HOT Fund Use Policy and in accordance with Chapter 351 of the Texas Tax Code.

SECTION 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th of July, 2025, on a vote of 7 AYES; 0 NAYS; and _____ ABSTENTIONS.

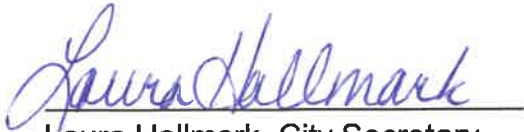
(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:



Mike Snyder, Mayor

ATTEST:



Laura Hallmark, City Secretary



FY26 HOT Funds Evaluation

<u>Project</u>	<u>Cum. Score</u>	<u>Funding Requested</u>	<u>Funding Recommended</u>	<u>% Rec/Reg</u>	<u>Funding by HOT Category</u>		
					<u>Promotion of the Arts</u>	<u>Programs to Attract Tourist</u>	<u>Total</u>
HAT-Mural Festival	340	\$100,000.00	\$60,966.66	53.47%	45,966.66	15,000.00	60,966.66
COH-Community Connections Fair-Art Mural	160	\$5,000.00	\$2,492.94	49.70%	2,492.94	-	2,492.94
HSC-Trail Fest	325	\$10,000.00	\$10,000.00	100%		10,000.00	10,000.00
COH-Trail of Lights	285	\$38,725.00	\$38,725.00	100%		38,725.00	38,725.00
COH-Crawl	190	\$23,988.55	\$23,988.55	100%		23,988.55	23,988.55
COH-Holiday Market	165	\$7,500.00	\$7,500.00	100%		7,500.00	7,500.00
Total Funds Requested		<u>\$185,213.55</u>	<u>\$143,673.15</u>		<u>48,459.60</u>	<u>95,213.55</u>	<u>143,673.15</u>
Available HOT Funds: Actual FY 2024	<u><u>\$323,064.00</u></u>						
Available HOT Funds: Promotion of the Arts - Max. (15%)	\$48,459.60	\$90,000.00	48,459.60	53.84%			
Advertising/Marketing Programs to Attract Tourist - Min. (1/7)	\$46,152.00	\$95,213.55	95,213.55	100.00%			
Recommended Award of HOT Funds for FY26	<u><u>\$143,673.15</u></u>						
FY 2024 HOT Funds Remaining	<u><u>\$179,390.85</u></u>						
Beginning Fund Balance as of 09/30/2024	\$1,051,494.00						
Less: Expenditures FY 2025	39,991.00						
Less: FY 2026 Recommended Expenditures	<u>143,673.15</u>						
Projected Ending Fund Balance	<u><u>\$867,829.85</u></u>						

CITY OF HUTTO

HOTEL OCCUPANCY TAX USE

FUNDING APPLICATION FORM

State Law: By law of the State of Texas, the City of Hutto collects a Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Texas Tax Code states that the use of HOT funds is limited to and applicable to the City of Hutto for the following eligible projects:**

Convention Centers and Visitor Information Centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;

- b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.
- g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
 - 1. the commercial center of the city;
 - 2. a convention center in the city;
 - 3. other hotels in or near the city; or
 - 4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

- h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

City Policy: The City of Hutto accepts applications from groups and businesses whose project fits into one or more of the above categories. All requests for funds should be submitted via the City of Hutto website accompanied by the official application on or before **the annual deadline specified on the City of Hutto website**. The application will be reviewed by the Internal Review Committee (IRC) at the earliest possible regularly scheduled meeting. The HOT Funding Project Evaluation Form used by the IRC to evaluate HOT Funding Applications can be found on the City's website. The IRC will consist of three City Staff (Economic Development Director, Finance Director and City Manager's designee) and two members of the City Council's choosing. The Committee will review all acceptable applications applying for HOT funding. An acceptable application is one that is complete and meets the deadline requirements. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review.

After evaluations, the Internal Review Committee will make an initial funding recommendation to the City Council at a regularly scheduled City Council Meeting. Notification of the initial funding recommendations will be emailed to all applicants at least one week prior to the City Council Meeting at which the recommendations are to be made. Funding recommendations made to City Council may differ from the amount requested in the application. Recommendation for funding by the Internal Review Committee does not guarantee approval by City Council.

After City Council approval, the City Secretary's Office will make arrangements to draft and distribute the corresponding funding agreement with applicants of approved projects. The funding agreement must be formally approved by City Council at a subsequent meeting and fully executed (signed by both the applicant and the City of Hutto) in order for the funding to be disbursed.

Funding will be withheld from any applicant that has an outstanding balance with the City of Hutto or has not submitted the required documentation to receive funding.

An applicant may appeal to the City Council by emailing the City Secretary to request an Agenda Item for reconsideration. All applications, supporting data, and written appeals will be included in the City Council agenda packets.

Submitting an Application for Hotel Tax Funds:

Online submittal is preferred; however, paper applications can also be submitted to the Economic Development Director at City Hall: 500 W. Live Oak Street, Hutto, Texas 78634.

Multiple applications from a group will be accepted. Each project must have a separate application.

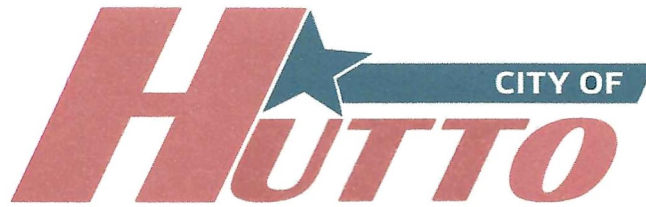
Notification of dates and times of evaluations, appeals or any changes that may occur, will be made by email and phone. Applicants are responsible for providing email addresses/phone numbers that will allow them to

Supplemental Information Required With Application: Along with the application, please submit the following:

_____ Proposed marketing plan for Project

_____ Schedule of activities or events relating to the project

Submit to: Cheney Gamboa
Economic Development Director
cheney.gamboa@HuttoTX.gov
500 W. Live Oak Street
Hutto, Texas 78634



Hotel Occupancy Tax Funding Application

Date: 3/23/2026

Organization Information

Name of Organization: Hutto Arts Today

Address: 1212 Bernpage Drive

City, State, Zip: Hutto, TX 78634

Contact Name: Lizzy Samples Contact Phone Number: 512-934-2308

Web Site Address for Event or Sponsoring Entity: Huttoartstoday.org

Non-Profit or For-Profit status: Non-profit Tax ID#: 36-4936844

Entity's Creation Date: January 2021

Purpose of your organization: Hutto Arts Today is a non profit organization committed to empowering artists, inspiring creativity, and building an inclusive arts community.

Project Information

Name of Project: Hutto Mural Fest[ival]

Date(s) of Project: Late Spring - Early Fall 2026

Primary Location of Project: Co-op District and Old Town

Amount Requested: \$60,966

Describe how the requested funds will be used:

• Fund artist supplies, travel & lodging, overhead.

• Venue costs

• Marketing

The funds will be spread across 2 days. The HOT funds will be the primary capital to launch the event.

Primary Purpose of Project:

• To attract visitors to Hutto.

• To drive tourism and support continued economic development of the local arts community

Percentage of Hotel Tax Support of Related Costs

Total cost of project: \$ 61,966.00

Total Facility Costs Covered by Hotel Occupancy Tax for the Funded Event: \$ < \$1,000.00

Percentage of Staff Costs Covered by Hotel Occupancy Tax for the Funded Event: \$ < 5%

If staff costs are included in the HOT funding request, estimate percentage of time staff spends annually on the funded event(s) compared to other activities < 5% %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ a) Convention Center or Visitor Information Center: construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested: \$ _____

- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested: \$ _____
- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested: \$ _____
- ☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. Amount requested: \$ _____
- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested: \$ _____
- ☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

How many individuals are expected to attend the sporting related event? _____

How many of the attendees at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.
Amount requested: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? Y/N If yes, what percentage of the ridership will be local citizens? _____

- ☐ h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested: \$ _____

What tourist attractions will be the subject of the signs?

Questions for All Funding Request Categories:

1. How many years has this project occurred? —
2. Expected Attendance (if applicable): 500 - 1,000
3. Expected number of attendees that will stay in Hutto hotels (if applicable): 75 - 120
Expected number of room nights generated from this project (if applicable): 40 - 60
4. Do you reserve a room block for this event at an area hotel? Y/N If yes, specify which hotels and number of rooms at each: Hampton Inn (Hutto) for guest artist. - 10 rooms
Mural Fest visitors will book their own rooms at Hutto hotels
using a promo code that will be advertised in Marketing.

5. Has this project received HOT funding in the past 3 years? Y/N If yes, list the years and amount of funding provided from HOT and the number of hotel rooms used:

<u>Month/Year Held</u>	<u>HOT Funding Amount</u>	<u>Number of Hotel Rooms Used</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Attendee lodging survey. Promo

Codes used when booking. Partnering with hotels so that
We can easily track the Hotel activity.

7. Please list other funding sources including any organizations, government entities, or grants that have offered financial support to your project:

None. HOT Funds will be the funding source.
Once approved, Hutto Arts Today will start securing
Sponsorships.

8. Is there an admissions charge associated with this project? Y/N If yes, do you anticipate a net profit from the event? Y/N If yes, what is the anticipated amount and how will it be used? _____

No, there is not admission cost, but we will have
opportunities to fundraise before and during the event.
If funds are raised, the money will go back to art programs for HAT.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each:

Print Media: \$ 3,500
 Social Media: \$ 750

Radio: \$ —

TV: \$ —

Other Paid Advertising (please list each separately): \$ 1,250

Number of press releases to media <3

Number direct mailings to out-of-town recipients —

Other promotions (please specify):

* please see marketing budget attached

10. Will you include a link to City attractions or other resource on your promotional handouts and in your website for booking hotel nights during this event? Y/N If yes, please specify:

Yes, we will promote any events that align with HAT's mission in our Marketing.

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Y/N If yes, please provide standard daily rate and the discounted daily rate for each hotel:

Yes, HAT will try to secure a discounted rate during event time frame. Right now hotel cost are \$140-\$150. We would like to see that closer to \$125-\$135.

12. What marketing initiatives will you utilize to promote hotel and convention activity for this event?

Primarily Social Media ads, Shared influencer mentions from artist, and press releases and included in community newsletters (physical & email) - paid & organic

13. What geographic areas will your advertising and promotion reach? With the State of Texas (Dallas to Houston)

14. How many individuals will your proposed marketing reach who are located in another city or county? 40,000 - 80,000

15. If the funding requested is related to a permanent facility (e.g., visitor center):

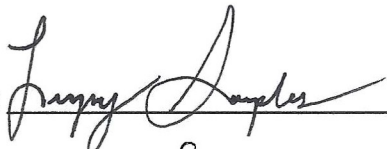
Expected monthly attendance: _____

Expected annual attendance: _____

Expected percentage of attendees that will stay at area hotels/lodging facilities: 20-30 %

Acknowledgement

I understand the State of Texas limitations placed on use of Hotel Occupancy Tax (HOT) funds and certify that the requested funds will be used only for purposes described in this application or as approved by the Hutto City Council. I understand the use of HOT funds is subject to audit and any misuse of funds could prevent any future consideration for assistance. Additionally, the City of Hutto reserves the right to impose civil/criminal penalties on any abuse of funds.

Signature: 

Printed Name: Lizzy Samples

Date: 3/23/2026

Title: Treasurer, HAT

**Please submit to:
cheney.gamboa@HuttoTX.gov**

Hutto Mural Fest

HOT Funds Expense Breakdown

Expense Description (HOT Funds)	Estimated Cost
Artist Stipend for Mural	\$15,000.00
Artist T&L (Travel, Lodging, and Food)	\$5,500.00
Temporary Wall Build & Installation	\$9,300.00
Entertainment (i.e., DJ)	\$1,500.00
Exclusive Opening Reception (i.e. Kick-Off Party)	\$5,000.00
Signage & Printing (i.e., Wayfinding and Day-of-Event)	\$2,000.00
Rental Costs (vehicles, storage, etc.)	\$750.00
Volunteer & Muralist Event Day Identification (Lanyards, Badges, Shirts, etc)	\$3,000.00
Refreshments for Artist & Volunteers	\$500.00
Misc. (Tape, Permanent Markers, Boxes, Power Cords)	\$1,116.00
City of Hutto Misc. (i.e., Power & Utilities)	\$2,000.00
Event Insurance	\$300.00
	Total: 45,966.00

Hutto Mural Fest

City of Hutto Marketing Expense Breakdown

Expense Description (City of Hutto Funds)	Estimated Cost
Professional Services (marketing manager, media buyer, and related services)	\$5,500.00
Media Coverage	\$1,250.00
Landing Page Design & Development	\$2,500.00
Media Buying (Paid Ads)	\$750.00
Marketing Collateral Design	\$2,500.00
Marketing Collateral Printing	\$1,000.00
Event Branding	\$2,500.00
	Total: \$16,000.00

FY26 HOT Funds Evaluation

<u>Project</u>	<u>Cum. Score</u>	<u>Funding Requested</u>	<u>Funding Recommended</u>	<u>% Rec/Req</u>
HAT-Mural Festival-Revised	264	\$61,966.00	\$43,000.00	69.39%
COH-Community Connections Fair-Art Mural	160	\$5,000.00	\$2,492.94	49.70%
HSC-Trail Fest	325	\$10,000.00	\$10,000.00	100%
COH-Trail of Lights	285	\$38,725.00	\$38,725.00	100%
COH-Crawl	190	\$23,988.55	\$23,988.55	100%
COH-Holiday Market	165	\$7,500.00	\$7,500.00	100%
Total Funds Requested		<u>\$147,179.55</u>	<u>\$125,706.49</u>	

Available HOT Funds: Actual FY 2024 **\$323,064.00**

Available HOT Funds: Promotion of the Arts - Max.
(15%) \$48,459.60 \$51,966.00 39,992.94 76.96%

Advertising/Marketing Programs to Attract Tourist
- Min. (1/7) \$46,152.00 \$95,213.55 85,713.55 90.02%

Recommended Award of HOT Funds for FY26 **\$125,706.49**

FY 2024 HOT Funds Remaining \$197,357.51

Beginning Fund Balance as of 09/30/2024 \$1,051,494.00

Less: Expenditures FY 2025 39,991.00

Less: FY 2026 Recommended Expenditures 125,706.49

Projected Ending Fund Balance \$885,796.51

Funding by HOT Category

Advertising/Marketing		
Promotion of the Arts	Programs to Attract Tourist	Total
37,500.00	5,500.00	43,000.00
2,492.94	-	2,492.94
	10,000.00	10,000.00
	38,725.00	38,725.00
	23,988.55	23,988.55
	7,500.00	7,500.00
39,992.94	85,713.55	125,706.49

FY26 HOT Funds Evaluation

Project	Cum. Score	Funding Requested	Funding Recommended	% Rec/Req	Promotion of the Arts	Programs to Attract Tourist	Total
HAT-Mural Festival	340	\$100,000.00	\$60,966.66	53.47%	45,966.66	15,000.00	60,966.66
COH-Community Connections Fair-Art Mural	160	\$5,000.00	\$2,492.94	49.70%	2,492.94	-	2,492.94
HSC-Trail Fest	325	\$10,000.00	\$10,000.00	100%		10,000.00	10,000.00
COH-Trail of Lights	285	\$38,725.00	\$38,725.00	100%		38,725.00	38,725.00
COH-Crawl	190	\$23,988.55	\$23,988.55	100%		23,988.55	23,988.55
COH-Holiday Market	165	\$7,500.00	\$7,500.00	100%		7,500.00	7,500.00
Total Funds Requested		<u>\$185,213.55</u>	<u>\$143,673.15</u>		<u>48,459.60</u>	<u>95,213.55</u>	<u>143,673.15</u>
Available HOT Funds: Actual FY 2024	<u><u>\$323,064.00</u></u>						
Available HOT Funds: Promotion of the Arts - Max. (15%)	\$48,459.60	\$90,000.00	48,459.60	53.84%			
Advertising/Marketing Programs to Attract Tourist - Min. (1/7)	\$46,152.00	\$95,213.55	95,213.55	100.00%			
Recommended Award of HOT Funds for FY26	<u>\$143,673.15</u>						
FY 2024 HOT Funds Remaining	<u><u>\$179,390.85</u></u>						
Beginning Fund Balance as of 09/30/2024	\$1,051,494.00						
Less: Expenditures FY 2025	39,991.00						
Less: FY 2026 Recommended Expenditures	<u>143,673.15</u>						
Projected Ending Fund Balance	<u>\$867,829.85</u>						

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Consideration and possible action to approve Resolution No. R-2026-083 reaffirming City support for Temple College. (Mayor Mike Snyder)
Meeting: Thursday, April 2, 2026
Department: City Council /
Staff Contact:

ITEM SUMMARY:

Agenda Item requested by Mayor Snyder.

FISCAL NOTES:

No fiscal impact associated with this item.

ATTACHMENTS:

1. R-2026-083 - Temple College

RESOLUTION NO. R-2026-###

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO REAFFIRMING ITS COMMITMENT TO SUPPORTING TEMPLE COLLEGE AND ITS HUTTO CAMPUS; RECOGNIZING MILESTONE ACHIEVEMENTS; AND SUPPORTING FUTURE GROWTH AND EXPANSION OF HIGHER EDUCATION AND WORKFORCE TRAINING OPPORTUNITIES IN HUTTO.

WHEREAS, Temple College has served the Central Texas region for nearly a century, providing accessible, affordable, and high-quality education and workforce training that transforms lives and strengthens communities; and

WHEREAS, The City Council of the City of Hutto recognizes that access to higher education and workforce training is essential to long-term economic vitality, workforce readiness, and quality of life for residents; and

WHEREAS, Temple College has demonstrated a strong and ongoing commitment to expanding facilities, programming, and educational opportunities within Hutto and across Williamson County, aligning its programs with the evolving needs of students, employers, and the regional economy; and

WHEREAS, Since establishing a presence in Hutto, including the opening of the East Williamson County Higher Education Center in 2013, Temple College has achieved significant milestones, including:

- Expanding access to higher education for Hutto residents, including first-generation college students, working adults, and recent graduates;
- Launching innovative programs such as the Texas Bioscience Institute, allowing high school students to earn associate degrees in STEM-related fields while completing high school;
- Partnering with Hutto ISD to establish Early College High School (launched in 2024), the REACH program, and other dual credit pathways;
- Implementing a FREE Dual Credit Program for Hutto students, expanding equitable access to college-level coursework, certifications, and degree pathways;
- Delivering workforce-aligned education, including career and technical training, industry-recognized certifications, and customized employer-driven programs;
- Supporting regional economic development by building a highly skilled talent pipeline that attracts and retains employers;

- Awarding thousands of certificates and degrees and generating more than 100,000 credit hours in Williamson County;
- Providing community enrichment through GED programs, Adult Basic Education, ESL courses, and youth camps serving elementary through high school students;
- Partnering with local agencies, including Hutto Emergency Services, to provide training and credentialing for critical public safety and healthcare roles;
- Receiving significant grant funding, including support through the Texas CHIPS Act, to advance semiconductor and advanced manufacturing workforce training; and
- Serving as an active community partner through local school engagement, mentorship, STEM programming, and participation in community events; and

WHEREAS, The presence and continued growth of Temple College in Hutto enhances educational attainment, expands career pathways, strengthens the local workforce, and contributes to the long-term prosperity of the community; and

WHEREAS, Temple College has articulated a vision for continued growth in Hutto through expanded programming, increased enrollment, facility development, and strengthened partnerships with local school districts, employers, and regional stakeholders; and

WHEREAS, The City of Hutto values its strong partnership with Temple College and recognizes the institution as a critical driver of workforce development, economic opportunity, and community advancement.

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

SECTION 1: The City Council hereby reaffirms its strong and ongoing commitment to supporting Temple College and its continued presence and expansion in Hutto.

SECTION 2: The City Council recognizes and celebrates the milestone achievements of Temple College since establishing operations in Hutto, including its impact on education, workforce development, and regional economic growth.

SECTION 3: The City Council expresses its full support for the continued growth and expansion of Temple College in Hutto, including:

- Expansion of academic, technical, and workforce training programs aligned with

regional industry needs, including advanced manufacturing and emerging technologies;

- Continued growth in dual credit, early college, and workforce credential programs;
- Development of additional facilities and long-term campus investments within the City;
- Strengthened partnerships with Hutto ISD, local employers, public agencies, and community organizations; and
- Ongoing collaboration with the City to align education and workforce strategies with economic development priorities.

SECTION 4: The City Council affirms its commitment to working collaboratively with Temple College leadership to support strategic opportunities that enhance higher education access and workforce readiness in Hutto and the broader region.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 2nd of April, 2026, on a vote of ____ AYES; ____ NAYS; and ____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:

Mike Snyder, Mayor

ATTEST:

Laura Hallmark, City Secretary

NOTES:

Font: Arial 12

Spacing: Before 0, After 0, Multiple – 1.15

Remainder of page notation only when applicable.

Separate signature page.

Any Exhibits/Attachments must be noted in the Whereas and Section statements.
(example: “attached as **Exhibit A**, a copy of same being attached hereto and incorporated herein for all purposes.”)

AGENDA ITEM REPORT

13.1.



To: City Council
Subject: Discussion and Possible Action on Fencing Options for Impacted Residences – Legends of Hutto Project (Kate Moriarty)
Meeting: Thursday, April 2, 2026
Department: Engineering /
Staff Contact: Kate Moriarty

ITEM SUMMARY:

BACKGROUND INFORMATION

The Legends of Hutto Drainage Project was given a Notice to Proceed date of January 8, 2026. Since construction began, Liberty Civil Construction has submitted two (2) Requests for Information (RFIs) relevant to this agenda item.

During excavation for the retaining wall, the contractor identified that the construction of the drainage channel would likely impact the rear property lines of neighboring residential lots due to there not being enough room between the retaining wall and the existing fences. Approximately (55) properties may have their existing rear fences impacted.

In addition, the contractor submitted an RFI regarding the specified retaining wall depth. The original design plans required a depth of 12 inches. Upon review, the design consultant indicated that the wall depth could be reduced to 7 inches, as it was previously designed for 12 inches to model Texas Department of Transportation (TXDOT) wall standards. However, this modification is not expected to mitigate or eliminate the anticipated fence impacts on adjacent properties.

Staff is seeking City Council direction on how to proceed with addressing the potential impacts to the affected residential properties. The cost is estimated to be at or around \$2,000-3,000 per impacted property for the removal, mobilization, and reconstruction of approx. 55 fences.

At this time, staff also requests consideration on whether to proceed with the proposed reduction in retaining wall depth, given that it does not materially affect the fence impact issue.

FISCAL NOTES:

The Legends of Hutto Drainage project began in FY 2024 with contracts and expenditures as follows:

AGENDA ITEM REPORT

13.1.



Contracts	Service	Amount
WSB, LLC	Design	\$134,000
WSB, LLC - IPO	Engr, Survey, etc	\$430,291
Arias	Material Testing	\$48,650
Liberty Civil Construction	Construction	<u>\$3,412,097</u>
Total		\$4,025,038

	Amount
Expenditures Paid:	
FY 2024	\$114,852
FY 2025	\$349,487
FY 2026 to date	<u>\$94,358</u>
	(\$65,051 has been paid on the construction contract)
Total	\$558,697

This project is included in the FY 2026 Capital Improvement Budget as follows:

CIP Operating (60)

Account Number: 60-040-060-6650

Budgeted Amount: \$3,300

Available Budget: \$0

Series 2024 CO (31)

Account Number: 31-040-060-6656

Account Name: D01 Legends of Hutto Drainage

Budgeted Amount: \$3,577,402

Available Budget: \$103,297

Amount Requested: \$110,000

Shortfall: \$6,703

If all properties are impacted, a budget amendment from the fund balance of \$1,605,254 to cover the \$6,703 shortfall will need to come back to Council for approval.

AGENDA ITEM REPORT

13.1.



ATTACHMENTS:

1. Legends_of_Hutto_Drainage_Ditches_Project
2. R-2026-001 CST Contract_Liberty Civil_FINAL
3. 03-10-2026-INSPECTIONREPORT

Legends of Hutto Drainage Ditches Project



RESOLUTION NO. R-2026-001

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AWARDING A CONSTRUCTION CONTRACT FOR THE LEGENDS OF HUTTO DRAINAGE CHANNELS PROJECT TO LIBERTY CIVIL CONSTRUCTION IN THE AMOUNT OF \$3,412,096.80; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN LIBERTY CIVIL CONSTRUCTION. AND THE CITY OF HUTTO; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto ("City") received the statutory minimum number of required bids for the drainage channel improvements associated with the Legends of Hutto Drainage Channels Project; and

WHEREAS, WSB, LLC assisted the City staff in reviewing the bids and recommended awarding the contract to Liberty Civil Construction, the contractor who provided the best value to the City; and

WHEREAS, the City Council desires to award the contract for the construction of the Legends of Hutto Drainage Channels Project to Liberty Civil Construction; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Construction 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 Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The Hutto City Council hereby approves and authorizes the City Manager or City Manager's designee to execute any subsequent Change Orders to the Agreement within the City Manager's authority.

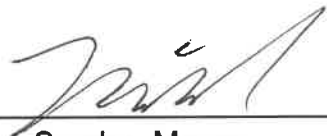
SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 8th day of January, 2026, on a vote of 6 AYES; _____ NAYS; and _____ ABSTENTIONS.

(Remainder of page intentionally left blank.)

CITY OF HUTTO, TEXAS:



Mike Snyder, Mayor

ATTEST:



Laura Hallmark, City Secretary



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR THE CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Hutto, Texas ("Owner") and
Liberty Civil Construction ("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. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **LEGENDS OF HUTTO PHASE I DRAINAGE PROJECT**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **WSB LLC**.
- 3.02 The Owner has retained **WSB LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer 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 *Contract Times: Days*

- A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion	Final Completion
Entire Project	190 calendar days	221 calendar days

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 and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):

1. Substantial Completion: Contractor shall pay Owner **\$750** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently. However, if the achieved substantial completion date falls after the specified final completion date, liquidated damages as specified in Completion of Remaining Work will immediately begin accruing from the date of substantial completion until final completion is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment. If the achieved substantial completion date falls after the specified final completion date, these costs will begin accruing immediately from the date of achieved substantial completion.

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 paragraph 5.01.A:

- A. For all Work a Lump Sum of:

Three Million, Four Hundred Twelve Thousand, Ninety-Six Dollars and Eighty Cents	\$	3,412,096.80
(in words)		(in figures)

All specific cash allowances, unit price work totals, and deductive bid alternatives are included in the above price in accordance with Article 13 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 may elect to make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Owner holds the right to withhold any payment in accordance with Paragraph 15.01 of the General Conditions. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not applicable.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; 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; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- 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.
- 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's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
 - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Executed Agreement
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Instructions to Bidders
 - 5. Bid Form/Proposal
 - 6. Statement of Bidders Qualifications
 - ~~7. [List of Manufacturers]~~
 - 8. List of Proposed Subcontractors
 - 9. General Conditions
 - 10. Supplementary Conditions
 - 11. [Other Special Provisions]

- ~~12. [any other funding agency documentation required]~~
13. Technical Specifications as listed in the Table of Contents
 14. Drawings
 15. Performance Bond
 16. Payment Bond
 17. **[Maintenance Bond]**
 18. Certificates of Insurance
 19. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 20. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field 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 the General Conditions.
- E. These Contract Documents, identified above, contain the complete and exclusive understanding of the parties with respect to their subject matter. There are no understandings, agreements, promises or representations, expressed or implied, not specified in this Agreement and this instrument contains the entire agreement between the parties. Parole evidence shall not be offered by the parties or admitted as evidence in any dispute involving the terms and provisions of this Agreement.

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. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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 successors, assigns, and legal representatives to the other party hereto, its 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 anything 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 Certificate of Interested Parties

- A. For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Contractor with respect to the proper completion of the TEC Form 1295.

10.07 Anti-Boycott Israel

- A. In accordance with Chapter 2270, Texas Government Code, the City may not enter a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Contractor verifies that Contractor and its parent company, wholly owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. 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 Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Contractor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

10.08 *Iran, Sudan, and Foreign Terrorist Organizations*

- A. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly owned subsidiaries, 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 entity and each of its parent company, wholly-owned subsidiaries, 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 signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

10.09 *Disclosure of Business Relationships/Affiliations; Conflicts of Interest Questionnaire*

- A. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

10.10 *Anti-Boycott of Energy Companies*

- A. Contractor verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Texas Legislature, regular session, during the term of this Contract. This provision excludes a company with 10 or more full-time employees and a Contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a Contractor for purposes of this prohibition.

10.11 *Nondiscrimination Against Firearm and Ammunition Industries*

- A. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by SB 19, 87th Texas Legislature, regular session.

ARTICLE 11 – PUBLIC INFORMATION

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of City or the Contractor. No provision of this Contract or act of City in performance of the Contract shall be construed as making the Contractor the agent, servant or employee of City, the state of Texas, or the United States government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee-related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 13 – SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the special provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Contract or any right, title, obligation, or interest it may have therein to any third party without the prior written approval of the City. The Contractor acknowledges that the City is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, City shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 14 – INVOICE PAYMENT PROVISIONS

Invoices must be sent MONTHLY to the following address to assure timely processing:

City of Hutto
Attn: CONSTRUCTION INSPECTOR
500 W Live Oak Street
Hutto, Texas 78634

ARTICLE 15 – COMPLIANCE WITH OTHER LAWS

This Contract shall be considered an executed certification that the Contractor will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, (as amended during the Contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

ARTICLE 16 – CONFIDENTIALITY

Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

ARTICLE 17 – CONTRACTUAL LIMITATIONS PERIOD

Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

ARTICLE 18 – SOVEREIGN IMMUNITY

Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the Contract.

ARTICLE 19 – TITLES NOT RESTRICTIVE

The titles assigned to the various articles of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any article, or part of this Contract.

ARTICLE 20 – RIGHT TO TRIAL BY JURY

Any provision of the Contract that seeks to waive an aggrieved party's right to trial by jury is void unless agreed to by specific acknowledgment of the provision within the Contract.

ARTICLE 21 – NOTICES

Notifications shall be sent to the Contractor to the address and point of contact as follows:

Contact Michael Ehrhardt

Address 2937 Hero Way, Leander, Texas 78641

Phone 512-763-1161

Email mike@libertycivil.com

ARTICLE 22 – FORCE MAJEURE

It is expressly understood and agreed by both parties that, if the performance of any provision of a Contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the Contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 1/8/2026 (which is the Effective Date of the Contract).

OWNER:

City of Hutto, Texas

By: [Signature]

Title: City Manager

Attest: [Signature]

Title: City Secretary

Address for giving notices:

500 W. Live Oak Street
Hutto TX 78634

CONTRACTOR:

Liberty Civil Construction

By: [Signature]

Title: President

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

Attest: [Signature]

Title: Contract Administrator

Address for giving notices:

2937 Hero Way
Leander, TX 78641

License No.: _____

(where applicable)

This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.



Legends of Hutto drainage

03/10/2026 / Todd Meaker

Complete

Score	1 / 7 (14.29%)	Flagged items	0	Actions	0
-------	----------------	---------------	---	---------	---

Conducted on	03/10/2026 12:08 PM CDT
--------------	-------------------------

Prepared by	Todd Meaker
-------------	-------------

Inspection

1 / 7 (14.29%)

Project

3010 Hanstrom Ct
Hutto TX 78634
United States
(30.532795228092496,
-97.55119252959038)

Name of project

Legends of Hutto drainage

Who is the contractor?

Liberty Civil

Proposed Completion Date

NTP Date

?

77°F
Should be between 1°F to 200°F

Weather

Light intermittent rain

Site conditions

Muddy

Wet

Day

Tuesday

Site Visit

Visit

Visit 1

Time entering site

03/10/2026 12:08 PM CDT

What are you testing

Site Inspection

Notes on testing or site visit

They have dirt cut in the pond and in the drainage channel between Kelley and Herrera Trail.





Photo 7



Photo 8



Photo 9



Photo 10

Time leaving site

03/10/2026 12:18 PM CDT

Condition of erosion controls

Construction entrance is in
good condition

Roads look acceptable

Number of requested rain days

2

Rain days for the month period

Yesterday and today as far as I know, I would have to go back and look at Greg's other reports

Significant event

Any conversations that needed to be documented

Number of people onsite

0

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8

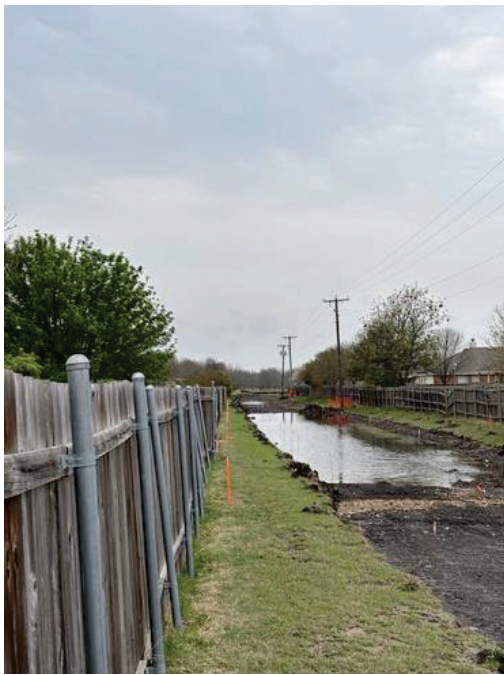


Photo 9



Photo 10

AGENDA ITEM REPORT

13.2.



To: City Council
Subject: Presentation and possible action to approve a Hutto Wastewater Treatment Pilot Project. (Councilmember Gordon)
Meeting: Thursday, April 2, 2026
Department: City Council /
Staff Contact:

ITEM SUMMARY:

BACKGROUND INFORMATION

Skillicorn Technologies (<https://www.skillicorntechnologies.com/>) set a meeting to present a circular 'economy' concept that can address wastewater treatment and result in potable water. It consists of using plant matter in the treatment regime, tying in wildlife (fish), solar and other components to result in a net zero energy/emission model. Most of their presentation covered items conceptually as they have not been scaled commercially, but they can't do that without a partner who has a wastewater plant that they can develop a pilot of the process around and take through TCEQ permitting. Skillicorn has targeted the Central WWTP for their request. In so much as the pilot doesn't interfere with plant operations, and costs to deploy (and remove if necessary) the pilot fall to Skillicorn, staff doesn't have reason to object, but does not endorse either.

Concerns listed by staff include - plant operations not being interrupted; cost being born by Skillicorn|Benefits born by the city; TCEQ permitting/permission to test the way they want; guarantee of clean up and disposal of pilot technology should it fail or otherwise Hutto decides not to use it; It appears the technology may have been proven on a small laboratory scale, but not yet on a larger scale in the field; experience of the Skillicorn team seems to be green.

Skillicorn will be requesting permission to use property adjacent to the plant to deploy/build their test equipment, and to interact with the plant's intake and effluent discharge

FISCAL NOTES:

At this time, there is no fiscal impact associated with this agenda item.

ATTACHMENTS:

1. HUTTO NCE_RESOURCE PACKET

Hutto Wastewater Treatment Pilot Project

Resource Packet for City Council Members

April 2026

This packet provides background information for the Council's review prior to the April 2026 meeting. It supplements the presentation and is not a substitute for the formal site use agreement or regulatory filings.

1. Project Overview and Pilot Scope

Lupine Development and Consulting LLC, in partnership with Paul Skillicorn of Skillicorn Texas LLC, is requesting City Council authorization to conduct a privately funded wastewater treatment pilot project on a portion of the triangle parcel adjacent to the Hutto Central Wastewater Treatment Plant.

This resource packet provides background information on the pilot scope, the treatment system, the regulatory framework, the site, the legal structure, and the timeline. It is intended to give Council members the context they need to evaluate the authorization request.

What Is Being Requested

The authorization request covers two items only:

- **Land use:** Use of a little more than one third of the triangle parcel adjacent to the Central Wastewater Treatment Plant for up to 12 months.
- **Effluent access:** Access to up to 20,000 gallons per day of already treated effluent, representing roughly two percent of the plant's current one million gallon per day capacity.

What Is Not Being Requested

This vote does not authorize, approve, or commit the City to any of the following:

- Any capital expenditure or use of taxpayer funds
- Any modification to the plant's discharge permit or operations
- Any future phase of the project beyond the pilot
- Any commercial arrangement, pricing structure, or long-term obligation
- Any infrastructure replacement or expansion

Any application of this technology beyond the pilot requires a completely separate regulatory process and a separate vote by this Council.

Why This Pilot Makes Sense for Hutto

Hutto is one of the fastest growing cities in Texas. Water and wastewater capacity is already a growth constraint, and the decisions made now about how to manage that capacity will shape the city for decades. The City is currently investing \$180 million in the South Hutto Wastewater Treatment Plant to expand capacity to 6.0 MGD and achieve TCEQ Type 1 reclaimed water standards. That investment demonstrates the City's commitment to water resource management and positions Hutto ahead of many comparable municipalities.

This pilot offers the opportunity to evaluate a complementary treatment approach under real operating conditions, at zero cost to the City, before the pressure of continued growth forces decisions. If the data is compelling, the City will have locally verified evidence to inform a responsible next step. If it is not, nothing was lost.

2. TCEQ Type 1 Reclaimed Water Standard

The pilot's performance target is TCEQ Type 1 Reclaimed Water standard under 30 TAC §210.33. This is the highest non-potable reuse grade in Texas and the same benchmark Hutto is already pursuing through its South Hutto WWTP investment.

Understanding the Parameters

Type 1 classification requires consistent achievement of specific water quality limits. Understanding what each parameter measures helps evaluate the significance of the target:

Biochemical Oxygen Demand (BOD₅)

BOD measures the amount of dissolved oxygen consumed by biological processes when decomposing organic matter in water. It is one of the most important indicators of organic pollution in treated effluent. A high BOD indicates significant organic contamination remaining in the water. The Type 1 limit of ≤ 5 mg/L represents a high level of treatment, substantially cleaner than secondary treatment standards which typically allow 20-30 mg/L. Achieving this limit means the water has very low organic loading and is unlikely to cause oxygen depletion or biological harm if discharged or reused.

Turbidity

Turbidity measures water clarity by quantifying the degree to which light is scattered by suspended particles. It is expressed in Nephelometric Turbidity Units (NTU). High turbidity can indicate the presence of suspended solids, bacteria, viruses, or other contaminants. The Type 1 limit of ≤ 3 NTU requires continuous monitoring and represents very clear water, comparable in appearance to high-quality tap water. Turbidity is also a proxy indicator for pathogen removal since many microorganisms attach to suspended particles.

Fecal Coliform

Fecal coliform bacteria are microorganisms found in the intestines of warm-blooded animals and are used as indicators of potential fecal contamination and the possible presence of pathogens. The geometric mean limit of ≤ 20 CFU/100 ml for Type 1 water is substantially more stringent than secondary treatment standards. This level of bacterial reduction requires effective disinfection processes and indicates that the water is safe for applications where human contact is likely, including irrigation of food crops consumed raw and areas with unrestricted public access.

Enterococci

Enterococci are a subset of fecal bacteria and are considered a more reliable indicator of fecal contamination than fecal coliform in some environmental conditions, particularly in salt water environments. The ≤ 4 CFU/100 ml limit for Type 1 water is among the most stringent bacterial standards applied to reclaimed water in Texas. Achieving this limit requires robust treatment and disinfection performance throughout the system.

Type 1 Water Quality Parameters Table

Parameter	Type 1 Limit	Sampling Frequency
BOD ₅ (30-day avg)	≤ 5 mg/L	Twice per week
Turbidity	≤ 3 NTU	Continuous
Fecal Coliform	≤ 20 CFU/100 ml	Daily
Enterococci	≤ 4 CFU/100 ml	Daily

Continuous Turbidity Monitoring

The continuous turbidity monitoring requirement is particularly significant from an operational standpoint. Unlike parameters sampled on a scheduled basis, turbidity must be monitored in real time throughout system operation. This requirement ensures that any performance exceedance is detected immediately rather than discovered retrospectively through periodic sampling. The pilot will incorporate continuous turbidity monitoring instrumentation as part of its analytical equipment suite.

Authorized Uses for Type 1 Reclaimed Water

Water meeting Type 1 standard is authorized in Texas for:

- Residential lawn and landscape irrigation
- Irrigation of parks, golf courses, and greenbelts with unrestricted public access
- Athletic fields and schoolyards
- Fire protection, both indoor sprinkler systems and outdoor hydrants
- Toilet flushing in commercial and industrial buildings
- Irrigation of pastures for milking animals and food crops that may be consumed raw

Note on potable reuse

The pilot is not proposing potable water distribution. Any future potable reuse application would require a completely separate regulatory process, TCEQ approval, and a separate vote by this Council. The current phase is limited to generating performance data under controlled conditions targeting non-potable Type 1 standard.

3. Pilot System Technical Description

The pilot is a scaled integrated treatment and testing platform. It is not a production facility. Its purpose is to generate locally verified, independently documented performance data under real operating conditions adjacent to the Hutto Central WWTP.

The system integrates biological treatment, CO₂ enrichment, water recirculation, and analytical measurement into a single coordinated platform. Understanding how the components interact is important to evaluating the system's technical credibility.

The Science of Duckweed-Based Treatment

Duckweed (family Lemnaceae) is a free-floating aquatic plant that has been studied extensively for its ability to remove nitrogen and phosphorus from wastewater streams. It is one of the fastest-growing plants on earth under optimal conditions, capable of doubling its biomass every two to four days. This rapid growth rate makes it highly effective at nutrient uptake because the plant requires large quantities of nitrogen and phosphorus to sustain its growth.

Nitrogen and phosphorus in treated effluent are primary contributors to eutrophication in receiving water bodies such as Brushy Creek. Eutrophication occurs when excess nutrients cause explosive algae growth, which depletes dissolved oxygen and devastates aquatic ecosystems. The duckweed treatment stages in this pilot are specifically designed to reduce these nutrient loads before the water reaches the discharge point.

The Lemnaceae family used in this system has additional characteristics that make it suitable for this application: it thrives in controlled greenhouse environments, tolerates the nutrient loads typical of treated municipal effluent, and its biomass can be harvested systematically without disrupting the treatment process.

Greenhouse Treatment Stages

GH1 and GH2 — Pneumatic Nutrient Removal Greenhouses

The two pneumatic greenhouses are the primary nutrient removal stages. Pneumatic greenhouse structures use an air-inflated double-wall design that provides excellent thermal insulation and light diffusion properties, creating stable growing conditions for the duckweed platforms regardless of external weather. This design is well-suited for year-round operation in Central Texas conditions.

Each greenhouse contains a duckweed growth platform where the plant grows on the surface of the water being treated. As the duckweed grows, it actively draws nitrogen and phosphorus out of the water column to support its cellular growth. The plants are harvested at regular intervals through centerline-spaced standpipes that drain the surface layer, removing the nutrient-loaded biomass from the system.

Water flows from GH1 into GH2 in sequence, providing two stages of biological nutrient removal before the water exits the nutrient removal phase. The system recirculates water from the end of GH2 back to the head of GH1, with fertilizers continuously added to the GH1 inlet to maintain optimal duckweed growth conditions. Makeup water from GH3 storage also feeds into this recirculating loop to maintain system volume.

The CO₂ exhaust from the microturbine is routed through both greenhouses, enriching the growing environment and enhancing photosynthesis rates. Higher CO₂ concentrations can significantly accelerate plant growth, increasing nutrient uptake rates and improving overall treatment efficiency.

GH3 — Hooped Polishing Greenhouse

The hooped polishing greenhouse is the primary treatment stage for effluent entering the pilot system. Treated effluent from the WWTP is discharged directly into GH3 for polishing toward TCEQ Type 1 standard. The hooped greenhouse structure is a different form factor from the pneumatic greenhouses — a traditional arched greenhouse profile that provides a larger interior volume suitable for the polishing process.

Within GH3, the effluent undergoes biological and physical polishing processes that further reduce BOD, turbidity, and pathogen levels. Duckweed harvested from GH1 and GH2 (representing 30% of the total harvest) is introduced at the front end of GH3, providing biological activity that contributes to the polishing process. Harvesting from GH3 occurs at the opposite end from where duckweed is introduced, allowing the plant to work through the greenhouse length before removal.

Water treated in GH3 to Type 1 standard is directed to solar-topped storage tanks. The solar panels on the storage tanks contribute to the pilot's energy management. Makeup water from this storage is then fed back into the GH1/GH2 recirculating loop, creating an integrated water management system.

Microturbine — CO₂ Enrichment System

A small enclosed microturbine is incorporated into the pilot design primarily to supply CO₂ enrichment to all three greenhouse treatment stages. The turbine's exhaust gas, which is rich in CO₂, is routed through the greenhouse environments to elevate atmospheric CO₂ concentrations above ambient outdoor levels of approximately 420 parts per million.

Elevated CO₂ concentrations can increase photosynthesis rates in duckweed by 20-40% under optimal conditions, which directly translates to faster growth and higher nutrient uptake rates. This is a well-established horticultural practice used in commercial greenhouse agriculture worldwide. The pilot will document the relationship between CO₂ enrichment levels and treatment performance, providing data that informs the design of any future full-scale system.

The microturbine also generates operational data on energy output at pilot scale. This information will inform future analysis of energy integration in a scaled system, but energy generation is not a primary objective of the pilot. The turbine operates at a scale far below industrial or commercial power generation equipment. Acoustic shielding and insulated enclosures are built into the original design, and sound levels will be monitored and documented throughout the pilot period.

Analytical and Testing Equipment

Alongside the three greenhouse treatment stages, smaller enclosed structures house the analytical and testing equipment suite. These components are measurement tools, not distribution infrastructure. All water processed through them returns to the existing permitted discharge pathway.

Buffer Tank

The buffer tank provides a holding volume for water sampled from the treatment system, allowing representative samples to be collected and analyzed before the water returns to the discharge pathway. It also provides hydraulic buffering to smooth flow variations in the system.

UV Disinfection Unit

The UV disinfection unit uses ultraviolet light to inactivate pathogens in water passing through it. In the context of this pilot, the UV unit serves as an analytical tool to document the pathogen reduction achievable at this treatment stage. UV disinfection is one of the treatment technologies used in advanced water reclamation systems and is relevant to the Type 1 standard's bacterial limits. Performance data from the UV unit will document its contribution to meeting fecal coliform and enterococci targets.

Reverse Osmosis Unit

The reverse osmosis unit is a membrane-based filtration system that removes dissolved solids, remaining contaminants, and a broad range of organic and inorganic compounds from water. In this pilot, the RO unit serves as an analytical measurement tool to document what further treatment stages beyond the greenhouse system can achieve. The data generated by the RO unit is relevant to understanding the full treatment potential of the integrated system. Water processed through the RO unit returns to the discharge pathway.

Microplastics Removal

Microplastics are plastic particles smaller than 5 millimeters in diameter, including particles as small as nanometers in scale. They enter municipal wastewater streams from a wide range of sources including synthetic textiles, personal care products, food packaging, and the breakdown of larger plastic debris. Microplastics are now recognized as a significant and emerging environmental concern, with studies documenting their presence in rivers, drinking water sources, and aquatic ecosystems across Texas and nationally. The EPA and state environmental agencies are actively developing regulatory frameworks to address microplastics in wastewater effluent.

Conventional secondary wastewater treatment removes a significant portion of microplastics but does not eliminate them entirely. Microplastics that pass through conventional treatment are discharged into receiving water bodies with the treated effluent. The Brushy Creek watershed, which receives discharge from the Hutto Central WWTP, flows into the Little River and ultimately the Brazos River system, making microplastics reduction a meaningful environmental benefit for downstream ecosystems.

The reverse osmosis membrane in the pilot's analytical equipment suite operates at pore sizes in the range of 0.0001 microns, which is several orders of magnitude smaller than even the smallest microplastic particles. RO membranes are highly effective at physically capturing microplastics that pass through upstream treatment stages. The pilot will document microplastics concentrations in the effluent before and after RO treatment, providing quantified removal rate data under real Hutto operating conditions.

This data is particularly timely given the increasing regulatory attention to microplastics nationally and in Texas. Locally verified removal rate data positions Hutto ahead of anticipated regulatory requirements and provides the City with evidence-based information about the microplastics removal potential of advanced treatment approaches.

Duckweed Biomass Analysis

Duckweed harvested from all three greenhouse stages will be subject to comprehensive proximate analysis throughout the pilot period. Proximate analysis measures the basic nutritional composition of the biomass including crude protein, fat, fiber, moisture, and ash content. This analysis documents what the harvested plant material contains after extracting nutrients from the effluent stream.

In addition to proximate analysis, periodic testing will be conducted for trace organic compounds, heavy metals, and other indicators at TCEQ recommendation. This testing protocol ensures that the duckweed growth process is not concentrating harmful substances in the biomass and that the pilot operates responsibly with respect to environmental safety throughout its duration.

The following aerial photograph shows a comparable pilot installation demonstrating the low-profile, contained nature of the physical footprint:



Comparable pilot installation showing three greenhouse structures adjacent to a wastewater treatment facility.

4. Site and Location Details

The proposed pilot site is the triangle parcel adjacent to the Hutto Central Wastewater Treatment Plant. The pilot would utilize a little more than one third of that parcel for the duration of the pilot period, up to 12 months.

Why This Location

While private land could be used as an alternative, placement directly adjacent to the WWTP provides several critical advantages for generating credible performance data:

- **Scientific credibility:** Real effluent under actual operating conditions. Trucking effluent to a remote location introduces variables that reduce the scientific validity of the results. Testing at the plant site means the system is working with the actual effluent the Hutto WWTP produces, with its actual characteristics, variability, and loading conditions.
- **Infrastructure efficiency:** No separate conveyance infrastructure is required to move effluent from the plant to the pilot system. This reduces construction scope, cost, and complexity, and eliminates a potential source of system variability.
- **City control:** The City retains full ownership and control of its land and infrastructure throughout the pilot. The pilot operates on City-owned land under a formal site use agreement, and nothing about the arrangement transfers ownership or control to the project entity.

Effluent Characteristics

The Hutto Central WWTP currently operates at approximately 1.0 million gallons per day capacity and treats municipal wastewater to secondary treatment standards before discharge. The treated effluent that the pilot will access has already undergone biological treatment and meets the plant's current permitted discharge standards. The pilot will be working with this already-treated effluent as its input, not raw or primary-treated wastewater.

The 20,000 gallons per day requested for the pilot represents approximately 2% of the plant's current capacity. This volume is sufficient to operate the integrated greenhouse system at a meaningful scale while having no material impact on the plant's normal operations or discharge pathway.

Site Map



Orange outline indicates the proposed pilot parcel adjacent to the Central Wastewater Treatment Plant.

Physical Footprint and Reversibility

All structures are above ground, modular, and removable. The pilot requires no excavation, no foundation work, no underground infrastructure, and no permanent modifications to the treatment plant or its operations. The greenhouse structures, analytical equipment enclosures, storage tanks, and support equipment are all designed for temporary installation and full removal.

If the pilot ends for any reason — whether because data does not support continuation, because the City chooses not to continue, or because the 12-month period concludes — all structures will be removed and the site will be restored to its prior condition at the project entity's expense. The City's physical exposure is limited to temporary land use only.

5. Legal and Liability Framework

The pilot is structured specifically to ensure the City of Hutto carries no financial, operational, or legal liability for pilot activities. Every element of the legal framework has been designed with this principle in mind.

Site Use Agreement

The pilot will operate under a formal site use agreement reviewed and approved by the City Attorney. This agreement will address:

- Permitted uses of the parcel and boundaries of the pilot footprint
- Operational responsibilities and limitations of the project entity
- Insurance requirements and coverage minimums
- Indemnification obligations protecting the City
- TCEQ coordination and regulatory compliance requirements
- Reporting obligations to the City during the pilot period
- Termination procedures and site restoration requirements
- Duration and renewal terms

No work will commence on the site until the site use agreement is fully executed and has been reviewed by the City Attorney.

Insurance and Indemnification

The project entity will carry comprehensive insurance coverage for the duration of the pilot, including general liability, pollution liability, and environmental impairment liability. The project entity will fully indemnify the City against any operational liability arising from pilot activities. The City does not assume any operational responsibility. All liability for pilot operations rests entirely with the project entity.

Entity Structure

The pilot will be operated through a dedicated project entity established specifically for this purpose. This structure isolates the pilot's liabilities and ensures that the City's indemnification and insurance protections are enforceable against an entity with clear operational responsibility for the project.

Investor and Operational Control

The pilot is entirely privately funded. Private investors are funding the evaluation so the City does not need to commit taxpayer dollars to assess a concept that has not yet been proven locally. These investors have no operational control over City property or City infrastructure. No investor relationship creates any claim on the City's land, water, or infrastructure assets.

Tonight's vote creates no pricing obligations, no long-term commitments, and no automatic next steps. The pilot authorization is not a contract for future services, a franchise agreement, or a commitment to purchase. It is solely an authorization for a bounded, time-limited evaluation.

Future Applications Require Separate Council Action

Any future application of this technology beyond the pilot — including any Phase 1 or Phase 2 deployment, any potable reuse pathway, any infrastructure modification, or any commercial arrangement — requires a completely separate regulatory process and a separate vote by this Council. The site use agreement will explicitly state this limitation. Nothing is automatic.

Termination and Site Restoration

The site use agreement will include clear termination provisions. Either party may terminate the agreement under conditions specified in the agreement. Upon termination or conclusion of the pilot period, the project entity is required to remove all structures and restore the site to its original condition within a defined timeframe at the project entity's sole expense. If the project entity fails to restore the site, the City retains the right to complete restoration and recover costs.

6. Regulatory Coordination Plan

The pilot is designed to operate within the existing regulatory framework without requiring modifications to the plant's current discharge permit. The following outlines the regulatory posture, coordination plan, and compliance verification approach for the pilot period.

TCEQ Engagement

The project team will engage TCEQ at the outset of the pilot, prior to any system installation. This proactive engagement serves several purposes:

- Establishing the regulatory parameters under which the pilot operates and confirming that the pilot's activities fall within existing permit coverage
- Aligning on data collection protocols, sampling methods, and reporting requirements so that all performance data meets TCEQ standards for evidentiary use
- Identifying any permit conditions or regulatory requirements that apply specifically to the use of treated effluent in a pilot research context
- Building the institutional relationship with TCEQ that will be necessary for any future regulatory discussions should the pilot data support moving forward

Discharge Permit

The pilot does not require any modification to the plant's existing NPDES or TCEQ discharge permit. The treated effluent used in the pilot has already been treated to the plant's permitted standards. All water processed through the pilot system returns to the same permitted discharge pathway already in use. No new discharge routes are created and no new discharge points are established. The plant's existing permit parameters remain unchanged.

Third-Party Laboratory Verification

All performance data generated during the pilot will be verified through accredited third-party laboratory testing. This means samples will not simply be analyzed by the project team's own instruments. Independent laboratory analysis provides legally defensible, scientifically credible documentation of system performance that can withstand regulatory scrutiny and public review.

The verification protocol will include:

- Regular scheduled sampling at defined intervals throughout the data collection phase
- Split sampling where possible — the same sample analyzed by both the pilot's in-system instruments and the independent laboratory — to validate the accuracy of real-time monitoring
- Chain of custody documentation for all samples to ensure sample integrity from collection through analysis
- Reporting against the specific Type 1 parameters under 30 TAC §210.33

Continuous Monitoring

In addition to scheduled laboratory sampling, the pilot will maintain continuous real-time monitoring of turbidity throughout the data collection phase, consistent with the Type 1 standard's continuous monitoring requirement. Continuous monitoring data will be logged and retained as part of the complete performance record.

Duckweed Testing Protocol

Duckweed harvested through the nutrient removal process will be tested for proximate analysis and screened for trace organic compounds, heavy metals, and other indicators as recommended by TCEQ. The testing frequency and parameters will be established in coordination with TCEQ at project initiation. Results will be documented as part of the pilot's complete performance record.

Utility Connection

The pilot will connect to standard utility power for its primary electrical supply through the normal permitting and interconnection process. The project entity will obtain all required utility permits, pay all connection fees, and bear all utility costs for the pilot period. No utility cost is transferred to the City.

Regulatory principle

The pilot operates within existing regulatory parameters. Any future application of the technology — including any potable reuse pathway, broader system deployment, or commercial arrangement — requires a separate full regulatory review process with TCEQ and a separate authorization from this Council. The data generated by this pilot would be a prerequisite for, not a substitute for, that future regulatory process.

7. Timeline and Success Metrics

Pilot Timeline

The pilot will run for a maximum of 12 months, structured in two phases:

Phase 1 — Installation and Commissioning (3 to 6 months)

The commissioning phase covers site preparation, structure installation, utility connection, system startup, and TCEQ coordination. Key activities include:

- Execution of the site use agreement and all required regulatory filings
- Installation of the three greenhouse structures and support equipment enclosures
- Utility connection and electrical permitting
- Installation and calibration of all analytical instrumentation
- Initial TCEQ engagement and establishment of data collection protocols
- System startup and stabilization of the duckweed growth platforms
- Verification that all systems are operating within design parameters before formal data collection begins

Formal data collection does not begin until the system has stabilized and all instrumentation has been verified. This protects the integrity of the performance record.

Phase 2 — Performance Data Collection (6 months)

The data collection phase involves systematic performance measurement across all treatment stages over a full six-month period. Six months provides a statistically meaningful dataset that captures seasonal variation in Texas conditions and allows the system's performance to be evaluated across a range of operating conditions. Key activities include:

- Continuous real-time turbidity monitoring throughout the phase
- Scheduled laboratory sampling at TCEQ-aligned intervals
- Regular duckweed harvest and biomass analysis
- Documentation of system operational parameters including flow rates, CO₂ levels, temperature, and nutrient loading
- Ongoing TCEQ coordination and interim reporting
- Independent third-party laboratory verification of all performance data

Performance Targets

The following table summarizes the specific performance targets the pilot is designed to achieve and the measurement approach for each:

Parameter / Target	Measurement Approach
TCEQ Type 1: BOD₅ ≤ 5 mg/L (30-day avg)	Twice-weekly laboratory sampling with third-party verification. Continuous BOD proxy monitoring via dissolved oxygen sensors.
TCEQ Type 1: Turbidity ≤ 3 NTU	Continuous real-time turbidity monitoring with automated data logging. Verified against calibrated laboratory turbidimeter.
TCEQ Type 1: Fecal Coliform ≤ 20 CFU/100 ml	Daily laboratory sampling during data collection phase. Membrane filtration method per Standard Methods 9222D.
TCEQ Type 1: Enterococci ≤ 4 CFU/100 ml	Daily laboratory sampling concurrent with fecal coliform. Enterolert method or equivalent TCEQ-accepted protocol.
Nutrient removal: Nitrogen (TN) reduction	Twice-weekly influent and effluent sampling at GH1/GH2 for total nitrogen. Third-party laboratory analysis.
Nutrient removal: Phosphorus (TP) reduction	Twice-weekly influent and effluent sampling at GH1/GH2 for total phosphorus. Third-party laboratory analysis.
Duckweed biomass proximate analysis	Harvest samples analyzed at TCEQ-recommended intervals for protein, fat, fiber, moisture, ash, and trace compounds.
Microturbine: Sound level documentation	Continuous sound level monitoring at site boundary per TCEQ guidelines throughout operational period.
Microturbine: Emissions documentation	Periodic emissions testing per applicable TCEQ air quality requirements for microturbine equipment at this scale.
Microplastics removal rate via RO unit	Influent and effluent sampling before and after RO treatment at regular intervals. Analysis via Fourier Transform Infrared Spectroscopy (FTIR) or equivalent accredited method. Results reported as particle count and mass concentration reduction.

What the Data Will Tell the City

At the conclusion of the data collection phase, the City will have a complete, independently verified performance record that answers the following questions:

- Does this system consistently achieve TCEQ Type 1 Reclaimed Water standard under real operating conditions in Hutto?
- What are the actual nutrient removal rates for nitrogen and phosphorus in a Central Texas climate using this approach?
- What sound levels and emissions does the microturbine produce at this scale under actual operation?
- What does the harvested duckweed biomass contain after processing Hutto's treated effluent?
- How does system performance vary across seasonal conditions in Central Texas?
- What microplastics removal rate does the RO unit achieve under real Hutto effluent conditions, and what does that mean for downstream watershed protection?

What Happens After the Pilot

When the data collection phase is complete, the results will be compiled into a performance report and made available to the City and the public record. The City will have full access to all raw data, laboratory reports, and operational logs.

If the data supports moving forward, a separate full analysis will be prepared and presented to Council for consideration. That presentation will address Phase 1 and Phase 2 scope, costs, regulatory requirements, workforce implications, and commercial terms. A separate Council vote will be required before any work beyond the pilot can proceed.

If the data does not support moving forward, the evaluation ends. Structures will be removed, the site will be restored, and the City will have gained independently verified information about a treatment approach at no financial cost.

Either way, Hutto comes out ahead

If the pilot succeeds, the City has locally verified, third-party confirmed performance data to inform a responsible next decision. If it does not, nothing was lost and the evaluation ends cleanly. The pilot is designed so that the City cannot lose by authorizing it.

*Questions may be directed to Michael Martinez, Lupine Development and Consulting LLC
texasnce@lupinedctx.com | (512) 522-3269*