

RESOLUTION NO. R-2025-23

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE VALVERDE PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED ASSESSMENT ROLL FOR IMPROVEMENT AREA #1, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Bastrop, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district;

WHEREAS, David K. Grassel, the predecessor-in-title to Continental Homes of Texas, L.P., a Texas limited liability company, previously submitted and filed with the City Secretary of the City a petition (the “Petition”) requesting the establishment of a public improvement district;

WHEREAS, after providing all notices required by the Act and the Texas Government Code Chapter 551, the City Council on December 8, 2020 conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. R-2021-28 (the “PID Creation Resolution”) authorizing the formation of the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (“District”);

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in the *Bastrop Advertiser* on April 22, 2021, and Resolution No. R-2021-28 was published in the *Bastrop Advertiser* on February 14, 2025;

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan (the “SAP”) attached to this Resolution as “**Exhibit A**” and the Proposed Assessment Roll for Improvement Area #1 (as defined in the SAP) attached thereto;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the “Authorized Improvements” set forth in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**”;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll for Improvement Area #1, which is included in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**,” cause the Proposed Assessment Roll for Improvement Area #1 to be filed with the City Secretary, and to direct the City Secretary to make such Proposed Assessment Roll available for public inspection and publish notice of the City Council’s intention to consider the proposed assessments for Improvement Area #1 at a public hearing, all in accordance with the requirements of the Act.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements in Improvement Area #1 set forth in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**” are hereby approved.

(b) Proposed Assessment Roll. The Proposed Assessment Roll for Improvement Area #1 included in the Preliminary Service and Assessment Plan attached to this Resolution as “**Exhibit A**,” stating the assessment against each parcel of assessable land in Improvement Area #1 of the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that such Proposed Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make such Proposed Assessment Roll available for public inspection and publish notice of the City Council’s intention to consider the proposed assessments in Improvement Area #1 at a public hearing, all in accordance with the requirements of the Act.

Section 3. City Council hereby authorizes and directs City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

Section 4. The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately from and after its passage.

EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Assessment Roll)

PASSED AND APPROVED on this 25th day of February, 2025.

THE CITY OF BASTROP, TEXAS

By: JKW
John Kirkland, Mayor Pro Tem

ATTEST:

By: Victoria Pencik
City Secretary

Victoria Pencik, Assistant City Secretary



Valverde Public Improvement District (previously Viridian)

PRELIMINARY SERVICE AND ASSESSMENT PLAN

JANUARY 28, 2025



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INTRODUCTION

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

On March 9, 2021, the City passed and approved Resolution No. R-2021-28 authorizing the creation of the Viridian Public Improvement District, which was renamed Valverde Public Improvement District, in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act.

On ____, ____, the City adopted Ordinance No. _____ approving this Service and Assessment Plan and the Improvement Area #1 Assessment Roll. The Ordinance also levied Improvement Area #1 Assessments against Improvement Area #1 Assessed Property and established a lien on such properties.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 399.878 acres partially located within the limits of the City and the extraterritorial jurisdiction of the City, as described by metes and bounds on **Exhibit J-1** and depicted on **Exhibit A-1**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

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

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

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner of the District:

- (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City;
- (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings;
- (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals;
- (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals;
- (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and
- (6) to implement, administer, and manage the above-described activities, including a 4.00% 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 (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 interest rate, not to exceed 0.50%, charged on Assessments securing PID Bonds, as authorized by Section 372.018 of the PID Act.

“Administrator” means the City, or the person or independent firm designated by the City, who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District. The current Administrator is P3Works, LLC.

“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 and City staff;
- (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City;
- (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments;
- (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates;
- (5) issuing, paying, and redeeming PID Bonds;
- (6) investing or depositing Assessments and Annual Installments;
- (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and
- (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel.

Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

“Appraisal District” means the Bastrop Central Appraisal District.

“Assessed Property” means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on an Assessment Roll and which includes any and all Parcels within the District other than Non-Benefited Property and Non-Assessed Property.

“Assessment” means an Assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to

reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an Ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and 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, as more specifically described in **Section V**.

"Assessment Roll" means any Assessment Roll, including the Improvement Area #1 Assessment Roll, for Assessed Property within the District as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, as described in **Section III**.

"Bond Issuance Costs" mean 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 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 Bastrop, Texas.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including costs and expenses to foreclose liens.

"District" means the approximately 399.878 acres partially within the corporate limits of the City and in the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

"Estimated Buildout Value" means the Estimated Buildout Value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, Lot size, proximity to amenities, view

premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“First Year Annual Collections Costs” means the estimated Annual Collection Costs for the first year following the levy of Assessments.

“Future Improvement Area” means approximately 295.248 acres located within the District and the extraterritorial jurisdiction of the City, as shown on **Exhibit A-3** and more specifically described in **Exhibit J-3**.

“Improvement Area” means specifically defined and designated areas within the District that are developed in phases, including Improvement Area #1, that may be specifically defined and designated as a phase of development.

“Improvement Area #1” means approximately 104.052 acres located within the District and within the limits of the City, as shown on **Exhibit A-2** and more specifically described in **Exhibit J-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 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 E**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” mean those certain “City of Bastrop, Texas, Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments levied on Improvement Area #1 Assessed Property.

“Improvement Area #1 Improvements” means those Authorized Improvements that provide benefit to Improvement Area #1 Assessed Property, as more specifically described in **Section III** and as shown in **Exhibit H**.

“Improvement Area #1 Projects” means, collectively (1) the Improvement Area #1 Improvements, (2) applicable Bond Issuance Costs, and (3) applicable First Year Annual Collection Costs.

“Improvement Area #1 Unplatted Parcel” means the Improvement Area #1 Assessed Property which has not been sub-divided by final plat. For billing purposes only, until a final plat has been recorded within the Improvement Area #1 Unplatted Parcel, the Annual Installment allocable to the Improvement Area #1 Unplatted Parcel will be billed to each property ID within the Improvement Area #1 Unplatted Parcel based on the Appraisal District acreage.

“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(s)” means individuals or entities that own a Parcel(s) located within the District at the time of the levy of Assessments and have consented to the levy of Assessment against their Parcel(s) through a Landowner Agreement.

“Landowner Agreement” means any Landowner Agreement between the City and a Landowner in which a Landowner agrees to the levy of an Assessment against any Assessed Property located within the District that will be specially benefited by the Authorized Improvements.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the City, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the City, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or plat.

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

“Lot Type 1” means a Lot designated as a multi-family unit within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit I**.

“Lot Type 2” means a Lot designated as a 32’ Alley residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit I**.

“Lot Type 3” means a Lot designated as a 43’ Alley residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit I**.

“Lot Type 4” means a Lot designated as a 45’ residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit I**.

“Lot Type 5” means a Lot designated as a 50’ residential lot within Improvement Area #1 by the Owner, as shown on the map attached as **Exhibit I**.

“Maximum Assessment” means the amount shown for each Lot Type on **Exhibit G-1**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Assessed Property” means Parcels which benefit from Authorized Improvements, but which do not have an Assessment. The allocable costs of Authorized Improvements which benefit Non-Assessed Property, as shown on **Exhibit G-2**, will be borne by the Owner.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

“Owner” means Continental Homes of Texas, LP, a Texas limited partnership, and any successor owner of property within the District, or any portion thereof.

“Parcel(s)” means a property within the boundaries of the District, identified by either a tax map identification number assigned by the 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 City, or by any other means as determined by the City Council.

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

“PID Bonds” means any bonds issued in accordance with the PID Act, that are secured by Assessments, including the Improvement Area #1 Bonds.

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

“Prepayment Costs” means interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

“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**.

“Service and Assessment Plan” means this Service and Assessment Plan, as it may be modified, amended, supplemented and updated from time to time.

“Taken Property” shall have the meaning assigned to such term in **Section VI.F**.

“Taking” shall have the meaning assigned to such term in **Section VI.F**.

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

SECTION II: THE DISTRICT

The District includes approximately 399.878 acres partially within the limits of the City and the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**. Development of the District is anticipated to include 1,399 single-family homes and 250 multi-family units, as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage and utilities to property within the District.

Improvement Area #1 includes approximately 104.052 acres within the limits of the City, as described legally by metes and bounds on **Exhibit J-2** and as depicted by the map on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include 352 single-family homes and 250 multi-family units, as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage and utilities to property within Improvement Area #1.

The Future Improvement Area includes approximately 295.248 acres within the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit J-3** and as depicted by the map on **Exhibit A-3**.

As additional improvement areas are developed this Service and Assessment Plan will be updated to include such improvement areas.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

▪ *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.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, 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.

- *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 transmission lines existing wastewater services to the limits of the improvements. 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*

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 operation 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.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting, district formation expenses and contingency.

B. Bond Issuance Costs

- *Debt Service Reserve Requirement*

Equals the amount required to fund a reserve under the applicable Indenture in connection with the issuance of the applicable series of PID Bonds.

- *Underwriter's Discount*

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

- *Capitalized Interest*

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

- *Cost of Issuance*

Costs associated with issuing a series 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 the applicable series of PID Bonds.

C. First Year Annual Collection Costs

Estimated cost of the First Year Annual Collections Costs will be funded from the proceeds of the applicable series of PID Bonds.

SECTION IV: SERVICE PLAN

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

Exhibit D summarizes the sources and uses of funds required to construct certain Authorized Improvements, as well as the amounts required to fund the required reserves and pay the Bond Issuance Costs. The sources and uses of funds shown on **Exhibit D** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by order or order reasonable classifications and

formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, determined that the costs of the Authorized Improvements shall be allocated based on Estimated Buildout Value as further described in **Section VI**. The Improvement Area #1 Projects are allocated 100% to Improvement Area #1 Assessed Property.

B. Assessments

Improvement Area #1 Assessments are allocated among the Improvement Area #1 Assessed Property based on the Estimated Buildout Value, as described in **Section V.A**. The Improvement Area #1 Assessments levied against the Improvement Area #1 Assessed Property are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit E**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit F-1**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit G-1**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

C. Findings of Special Benefit

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

- *Improvement Area #1*
 - a. The cost of the Improvement Area #1 Projects equals \$23,293,771 as shown on **Exhibit B**; and
 - b. The Improvement Area #1 Assessed Property receives special benefit equal to or greater than the Improvement Area #1 Projects; and

- c. The Improvement Area #1 Assessed Property is allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Bonds, which equals \$11,939,000 as shown on **Exhibit D**; and
- d. The special benefit ($\geq \$23,293,771$) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects is greater than the amount of Improvement Area #1 Assessments (\$11,939,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects; and
- e. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, 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 Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 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 based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the 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 sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City with an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

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

3. Upon Consolidation

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

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit G-1** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. 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 the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

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

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

E. Prepayment of Assessments

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

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached as **Exhibit K**.

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

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

Subject to applicable law, 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 of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the 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 of the Remaining Property 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 (F), if the owner of the Taken Property 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. Said owner will remain liable to pay the Annual Installments on both

the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection **(F)**, the Assessments shall not, however, be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

G. Payment of Assessment in Annual Installments

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

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a final plat has been recorded within the Improvement Area #1 Unplatted Parcel, the Annual Installment allocable to the Improvement Area #1 Unplatted Parcel will be billed to each property ID within the Improvement Area #1 Unplatted Parcel based on the Appraisal District acreage.

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or

otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

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

D. Severability

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

E. Termination of Special Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After termination of a Special Assessment, the City shall provide the owner of the affected Parcel a recordable “Notice of PID Assessment Lien Termination” a form of which is attached as **Exhibit K**.

H. Form of Buyer Disclosure

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

LIST OF EXHIBITS

Exhibit A-1	District Boundary Map
Exhibit A-2	Improvement Area #1 Boundary Map
Exhibit A-3	Future Improvement Area Boundary Map
Exhibit B	Authorized Improvements
Exhibit C	Service Plan – Five Year Plan
Exhibit D	Sources and Uses
Exhibit E	Improvement Area #1 Assessment Roll
Exhibit F-1	Improvement Area #1 Annual Installments
Exhibit F-2	Improvement Area #1 Debt Service Schedule
Exhibit G-1	Maximum Assessment per Lot Type
Exhibit G-2	Improvement Area #1 Estimated Buildout Value
Exhibit H	Maps of Authorized Improvements
Exhibit I	Lot Type Classification Map
Exhibit J-1	District Legal Description
Exhibit J-2	Improvement Area #1 Legal Description
Exhibit J-3	Future Improvement Area Legal Description
Exhibit K	Notice of PID Assessment Lien Termination
Exhibit L	Form of Buyer Disclosure
Exhibit M	Engineering Report

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

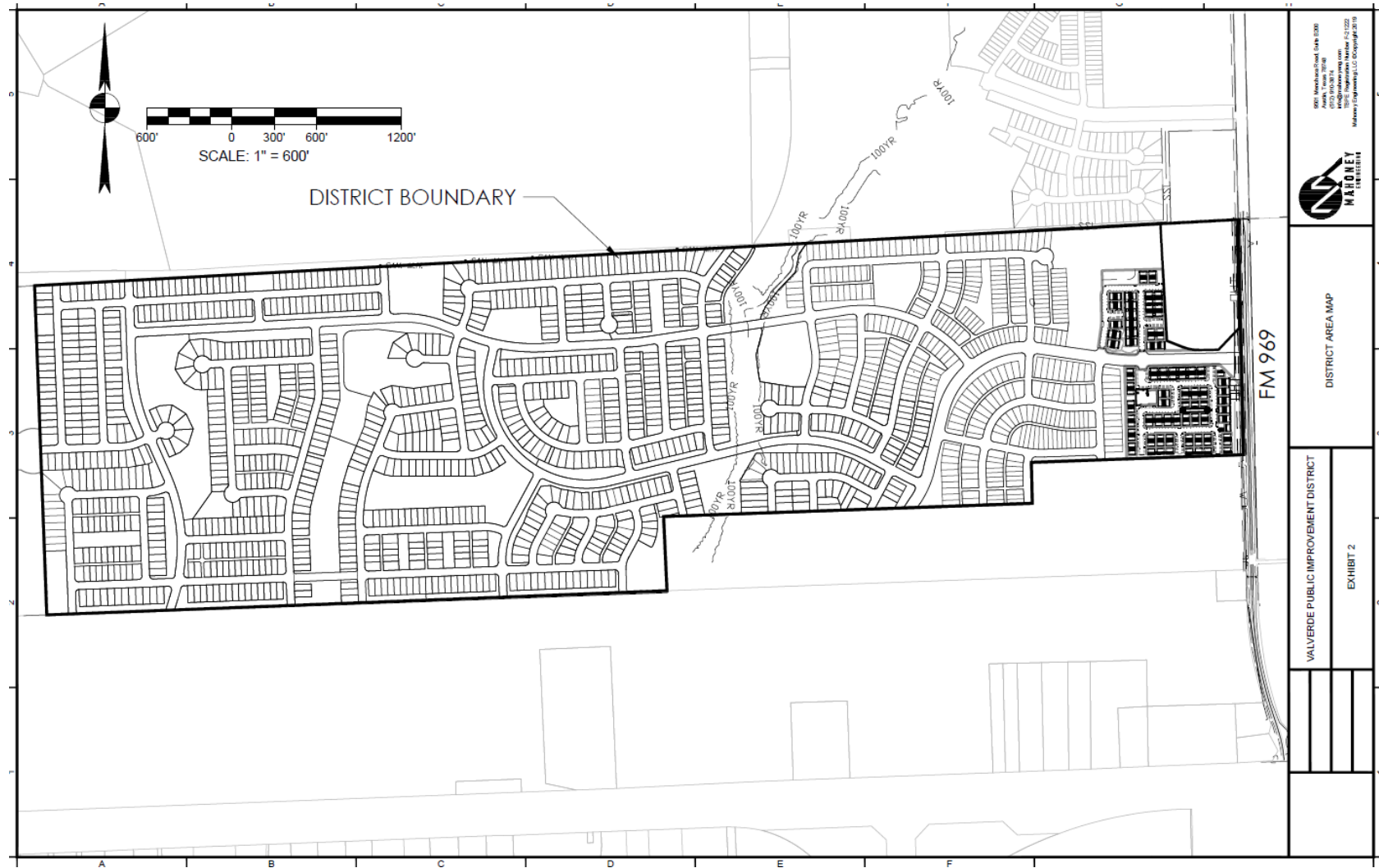


EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

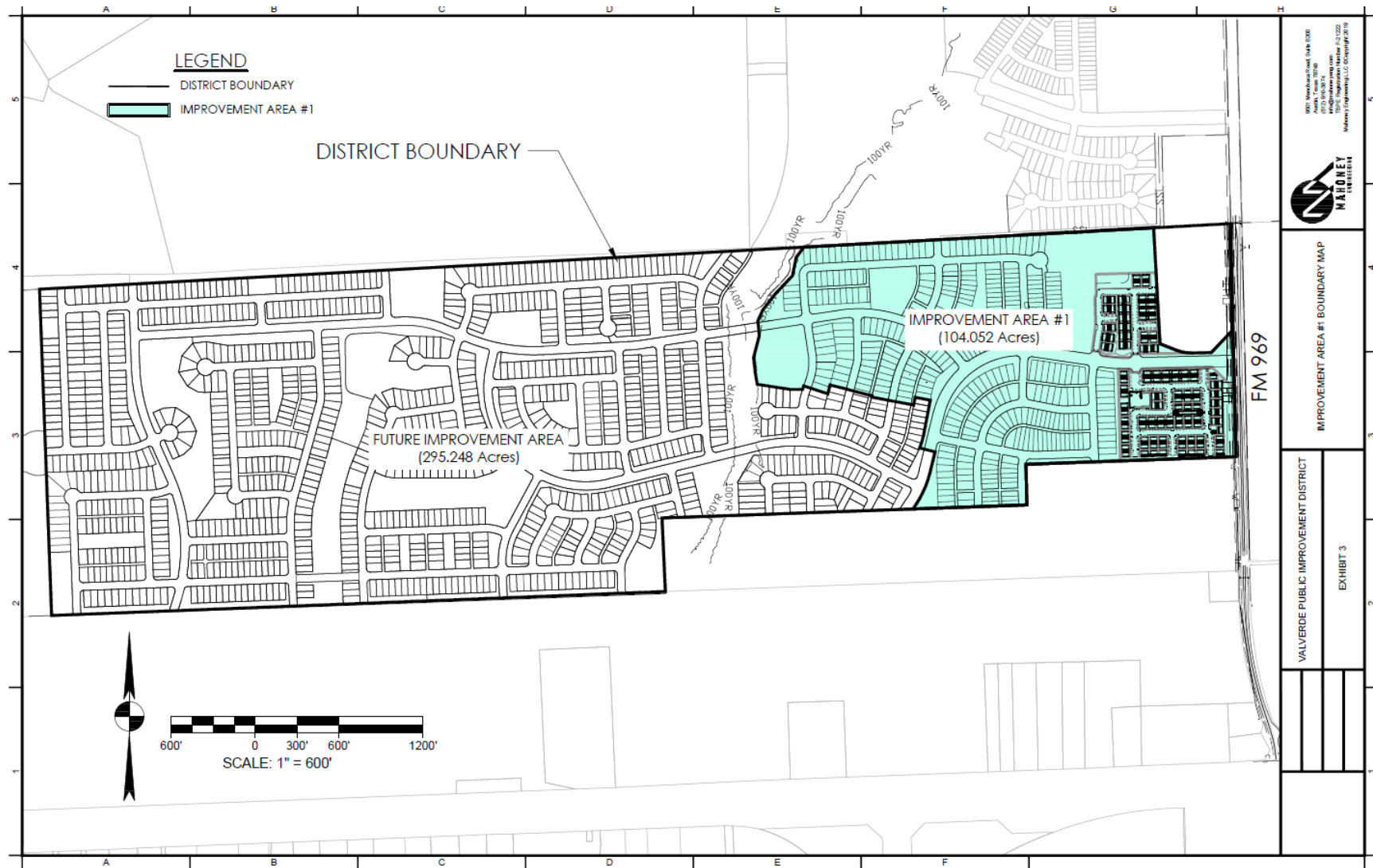


EXHIBIT A-3 – FUTURE IMPROVEMENT AREA BOUNDARY MAP

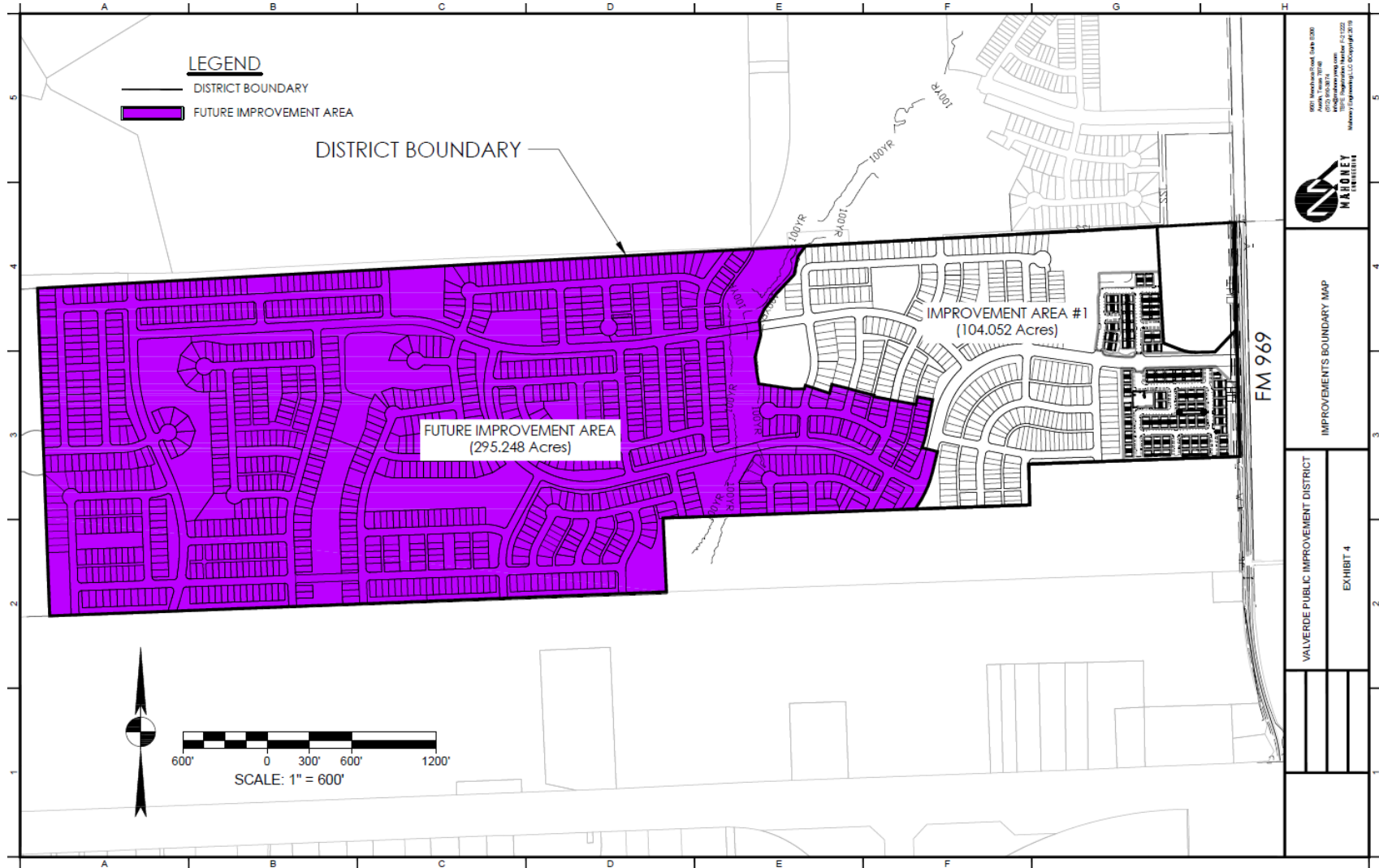


EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Total		Improvement Area #1 [a]		Non-Assessed Property [a]
<i>Improvement Area #1 Improvements</i>					
Streets	\$ 6,637,576	98.59%	\$ 6,544,189	1.41%	\$ 93,387
Water	2,817,287	98.59%	2,777,649	1.41%	39,638
Wastewater	2,079,838	98.59%	2,050,576	1.41%	29,262
Drainage	5,475,303	98.59%	5,398,268	1.41%	77,035
Soft Costs	4,252,501	98.59%	4,192,670	1.41%	59,831
	<u>\$ 21,262,504</u>		<u>\$ 20,963,352</u>		<u>\$ 299,152</u>
<i>Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 865,035		\$ 865,035		\$ -
Capitalized Interest	350,874		350,874		-
Underwriter's Discount	358,170		358,170		-
Cost of Issuance	716,340		716,340		-
	<u>\$ 2,290,419</u>		<u>\$ 2,290,419</u>		<u>\$ -</u>
 First Year Annual Collection Costs	 \$ 40,000		 \$ 40,000		 \$ -
	<u>\$ 40,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>
 Authorized Improvements Totals	 \$ 23,592,923		 \$ 23,293,771		 \$ 299,152

Notes:

[a] Improvement Area #1 Improvements are allocated between Improvement Area #1 Assessed Property and Non-Assessed Property based on the Estimated Buildout Value as show on **Exhibit G-2**.

EXHIBIT C – SERVICE PLAN – FIVE YEAR PLAN

		Improvement Area #1				
Annual Installments		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Bonds</i>						
Principal		\$ -	\$ 154,000	\$ 163,000	\$ 172,000	\$ 182,000
Interest		\$ 350,874	\$ 686,493	\$ 677,638	\$ 668,265	\$ 658,375
Capitalized Interest		\$ (350,874)	\$ -	\$ -	\$ -	\$ -
	(1)	\$ -	\$ 840,493	\$ 840,638	\$ 840,265	\$ 840,375
Additional Interest	(2)	\$ -	\$ 59,695	\$ 58,925	\$ 58,110	\$ 57,250
Annual Collection Costs	(3)	\$ -	\$ 40,800	\$ 41,616	\$ 42,448	\$ 43,297
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 940,988	\$ 941,179	\$ 940,823	\$ 940,922

EXHIBIT D – SOURCES AND USES

Sources of Funds		
Improvement Area #1 Bond Par	\$	11,939,000
Owner Contribution ¹	\$	11,653,923
Total Sources	\$	23,592,923

Uses of Funds		
Improvement Area #1 Improvements	\$	21,262,504
	\$	21,262,504

Bond Issuance Costs

Debt Service Reserve Fund	\$	865,035
Capitalized Interest		350,874
Underwriter's Discount		358,170
Cost of Issuance		716,340
	\$	2,290,419

First Year Annual Collection Costs	\$	40,000
	\$	40,000

Total Uses	\$	23,592,923
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Footnotes:

1) Represents Actual Costs expended or to be expended by the Owner on the Improvement Area #1 Improvements in excess of the Improvement Area #1 Assessment, including costs allocable to the Non-Assessed Property. Not subject to reimbursement to Owner.

EXHIBIT E – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/25
8733245	Non-Benefited	\$ -	\$ -
8733246	1	\$ 17,747.15	\$ -
8733247	1	\$ 17,747.15	\$ -
8733248	1	\$ 17,747.15	\$ -
8733249	1	\$ 17,747.15	\$ -
8733250	1	\$ 17,747.15	\$ -
8733251	1	\$ 17,747.15	\$ -
8733252	1	\$ 17,747.15	\$ -
8733253	1	\$ 17,747.15	\$ -
8733254	1	\$ 17,747.15	\$ -
8733255	1	\$ 17,747.15	\$ -
8733256	1	\$ 17,747.15	\$ -
8733257	1	\$ 17,747.15	\$ -
8733258	1	\$ 17,747.15	\$ -
8733259	1	\$ 17,747.15	\$ -
8733260	1	\$ 17,747.15	\$ -
8733261	1	\$ 17,747.15	\$ -
8733262	1	\$ 17,747.15	\$ -
8733263	1	\$ 17,747.15	\$ -
8733264	1	\$ 17,747.15	\$ -
8733265	1	\$ 17,747.15	\$ -
8733266	1	\$ 17,747.15	\$ -
8733267	1	\$ 17,747.15	\$ -
8733268	1	\$ 17,747.15	\$ -
8733269	1	\$ 17,747.15	\$ -
8733270	1	\$ 17,747.15	\$ -
8733271	1	\$ 17,747.15	\$ -
8733272	1	\$ 17,747.15	\$ -
8733273	1	\$ 17,747.15	\$ -
8733274	1	\$ 17,747.15	\$ -
8733275	1	\$ 17,747.15	\$ -
8733276	3	\$ 22,341.76	\$ -
8733277	3	\$ 22,341.76	\$ -
8733278	3	\$ 22,341.76	\$ -
8733279	3	\$ 22,341.76	\$ -
8733280	3	\$ 22,341.76	\$ -
8733281	3	\$ 22,341.76	\$ -
8733282	3	\$ 22,341.76	\$ -
8733283	3	\$ 22,341.76	\$ -
8733284	3	\$ 22,341.76	\$ -

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/25
8733285	3	\$ 22,341.76	\$ -
8733286	3	\$ 22,341.76	\$ -
8733287	3	\$ 22,341.76	\$ -
8733288	3	\$ 22,341.76	\$ -
8733289	3	\$ 22,341.76	\$ -
8733290	3	\$ 22,341.76	\$ -
8733291	3	\$ 22,341.76	\$ -
8733292	1	\$ 17,747.15	\$ -
8733293	1	\$ 17,747.15	\$ -
8733294	1	\$ 17,747.15	\$ -
8733295	1	\$ 17,747.15	\$ -
8733296	1	\$ 17,747.15	\$ -
8733297	1	\$ 17,747.15	\$ -
8733298	1	\$ 17,747.15	\$ -
8733299	1	\$ 17,747.15	\$ -
8733300	1	\$ 17,747.15	\$ -
8733301	1	\$ 17,747.15	\$ -
8733302	1	\$ 17,747.15	\$ -
8733303	1	\$ 17,747.15	\$ -
8733304	1	\$ 17,747.15	\$ -
8733305	1	\$ 17,747.15	\$ -
8733306	1	\$ 17,747.15	\$ -
8733307	1	\$ 17,747.15	\$ -
8733308	1	\$ 17,747.15	\$ -
8733309	1	\$ 17,747.15	\$ -
8733310	1	\$ 17,747.15	\$ -
8733311	1	\$ 17,747.15	\$ -
8733312	1	\$ 17,747.15	\$ -
8733313	1	\$ 17,747.15	\$ -
8733314	1	\$ 17,747.15	\$ -
8733315	1	\$ 17,747.15	\$ -
8733316	1	\$ 17,747.15	\$ -
8733317	Non-Benefited	\$ -	\$ -
8733318	1	\$ 17,747.15	\$ -
8733319	1	\$ 17,747.15	\$ -
8733320	1	\$ 17,747.15	\$ -
8733321	1	\$ 17,747.15	\$ -
8733322	1	\$ 17,747.15	\$ -
8733323	1	\$ 17,747.15	\$ -
8733324	1	\$ 17,747.15	\$ -

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/25
8733325	Non-Benefited	\$ -	\$ -
8733326	1	\$ 17,747.15	\$ -
8733327	1	\$ 17,747.15	\$ -
8733328	1	\$ 17,747.15	\$ -
8733329	1	\$ 17,747.15	\$ -
8733330	1	\$ 17,747.15	\$ -
8733331	1	\$ 17,747.15	\$ -
8733332	1	\$ 17,747.15	\$ -
8733333	1	\$ 17,747.15	\$ -
8733334	1	\$ 17,747.15	\$ -
8733335	1	\$ 17,747.15	\$ -
8733336	1	\$ 17,747.15	\$ -
8733337	1	\$ 17,747.15	\$ -
8733338	1	\$ 17,747.15	\$ -
8733339	1	\$ 17,747.15	\$ -
8733340	1	\$ 17,747.15	\$ -
8733341	1	\$ 17,747.15	\$ -
8733342	1	\$ 17,747.15	\$ -
8733343	1	\$ 17,747.15	\$ -
8733344	1	\$ 17,747.15	\$ -
8733345	1	\$ 17,747.15	\$ -
8733346	1	\$ 17,747.15	\$ -
8733347	1	\$ 17,747.15	\$ -
8733348	1	\$ 17,747.15	\$ -
8733349	1	\$ 17,747.15	\$ -
8733350	1	\$ 17,747.15	\$ -
8733351	1	\$ 17,747.15	\$ -
8733352	1	\$ 17,747.15	\$ -
8733353	1	\$ 17,747.15	\$ -
8733354	1	\$ 17,747.15	\$ -
8733355	1	\$ 17,747.15	\$ -
8733356	1	\$ 17,747.15	\$ -
8733357	1	\$ 17,747.15	\$ -
8733358	1	\$ 17,747.15	\$ -
8733359	1	\$ 17,747.15	\$ -
8733360	1	\$ 17,747.15	\$ -
8733361	1	\$ 17,747.15	\$ -
8733362	Non-Benefited	\$ -	\$ -
8733363	Non-Benefited	\$ -	\$ -
8733364	Non-Benefited	\$ -	\$ -

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/25
8733365	Non-Benefited	\$ -	\$ -
8733366	3	\$ 22,341.76	\$ -
8733367	3	\$ 22,341.76	\$ -
8733368	3	\$ 22,341.76	\$ -
8733369	3	\$ 22,341.76	\$ -
8733370	3	\$ 22,341.76	\$ -
8733371	3	\$ 22,341.76	\$ -
8733372	3	\$ 22,341.76	\$ -
8733373	3	\$ 22,341.76	\$ -
8733374	3	\$ 22,341.76	\$ -
8733375	3	\$ 22,341.76	\$ -
8733376	3	\$ 22,341.76	\$ -
8733377	3	\$ 22,341.76	\$ -
8733378	3	\$ 22,341.76	\$ -
8733379	Non-Benefited	\$ -	\$ -
8733380	2	\$ 19,489.86	\$ -
8733381	2	\$ 19,489.86	\$ -
8733382	2	\$ 19,489.86	\$ -
8733383	2	\$ 19,489.86	\$ -
8733384	2	\$ 19,489.86	\$ -
8733385	2	\$ 19,489.86	\$ -
8733386	2	\$ 19,489.86	\$ -
8733387	2	\$ 19,489.86	\$ -
8733388	2	\$ 19,489.86	\$ -
8733389	2	\$ 19,489.86	\$ -
8733390	2	\$ 19,489.86	\$ -
8733391	2	\$ 19,489.86	\$ -
8733392	2	\$ 19,489.86	\$ -
8733393	2	\$ 19,489.86	\$ -
8733394	2	\$ 19,489.86	\$ -
8733395	2	\$ 19,489.86	\$ -
8733396	2	\$ 19,489.86	\$ -
8733397	2	\$ 19,489.86	\$ -
8733398	1	\$ 17,747.15	\$ -
8733399	1	\$ 17,747.15	\$ -
8733400	1	\$ 17,747.15	\$ -
8733401	1	\$ 17,747.15	\$ -
8733402	1	\$ 17,747.15	\$ -
8733403	Non-Benefited	\$ -	\$ -
8733404	2	\$ 19,489.86	\$ -

Property ID	Lot Type	Outstanding Assessment	Annual Installment due 1/31/25
8733405	2	\$ 19,489.86	\$ -
8733406	2	\$ 19,489.86	\$ -
8733407	2	\$ 19,489.86	\$ -
8733408	2	\$ 19,489.86	\$ -
8733409	2	\$ 19,489.86	\$ -
8733410	2	\$ 19,489.86	\$ -
8733411	2	\$ 19,489.86	\$ -
8733412	2	\$ 19,489.86	\$ -
8733413	2	\$ 19,489.86	\$ -
8733414	2	\$ 19,489.86	\$ -
8733415	2	\$ 19,489.86	\$ -
8733416	2	\$ 19,489.86	\$ -
8733417	2	\$ 19,489.86	\$ -
8733418	2	\$ 19,489.86	\$ -
8733441	2	\$ 19,489.86	\$ -
8733442	2	\$ 19,489.86	\$ -
8733443	2	\$ 19,489.86	\$ -
8733444	2	\$ 19,489.86	\$ -
8733445	2	\$ 19,489.86	\$ -
8733446	2	\$ 19,489.86	\$ -
8733447	2	\$ 19,489.86	\$ -
8733448	2	\$ 19,489.86	\$ -
8733449	2	\$ 19,489.86	\$ -
8733450	2	\$ 19,489.86	\$ -
30094	IA#1 Unplatted Parcel [a]	\$ 251,259.23	\$ -
8733214	IA#1 Unplatted Parcel [a]	\$ 280,932.52	\$ -
8733231	IA#1 Unplatted Parcel [a]	\$ 271,652.18	\$ -
8733232	IA#1 Unplatted Parcel [a]	\$ 165,903.91	\$ -
8720280	IA#1 Unplatted Parcel [a]	\$ 7,655,320.70	\$ -
Total		\$ 11,939,000.01	\$ -

Notes:

[a] Until a final plat is recorded within the unplatted Parcels of Improvement Area #1, the outstanding Assessment and Annual Installments will be allocated based on acreage.

Totals may not sum to values shown in Annual Installment tables due to rounding.

EXHIBIT F-1 - IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Improvement Area #1 Bonds Annual Installments						
Annual Installments Due 1/31	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection	Total Annual Installment ³
2025	\$ -	\$ 350,874	\$ (350,874)	\$ -	\$ -	\$ -
2026	154,000	686,493	-	59,695	40,800	940,988
2027	163,000	677,638	-	58,925	41,616	941,179
2028	172,000	668,265	-	58,110	42,448	940,823
2029	182,000	658,375	-	57,250	43,297	940,922
2030	193,000	647,910	-	56,340	44,163	941,413
2031	204,000	636,813	-	55,375	45,046	941,234
2032	216,000	625,083	-	54,355	45,947	941,385
2033	229,000	612,663	-	53,275	46,866	941,804
2034	242,000	599,495	-	52,130	47,804	941,429
2035	256,000	585,580	-	50,920	48,760	941,260
2036	271,000	570,860	-	49,640	49,735	941,235
2037	287,000	555,278	-	48,285	50,730	941,292
2038	304,000	538,775	-	46,850	51,744	941,369
2039	322,000	521,295	-	45,330	52,779	941,404
2040	341,000	502,780	-	43,720	53,835	941,335
2041	361,000	483,173	-	42,015	54,911	941,099
2042	383,000	462,415	-	40,210	56,010	941,635
2043	405,000	440,393	-	38,295	57,130	940,817
2044	430,000	417,105	-	36,270	58,272	941,647
2045	455,000	392,380	-	34,120	59,438	940,938
2046	483,000	366,218	-	31,845	60,627	941,689
2047	512,000	338,445	-	29,430	61,839	941,714
2048	542,000	309,005	-	26,870	63,076	940,951
2049	575,000	277,840	-	24,160	64,337	941,337
2050	610,000	244,778	-	21,285	65,624	941,687
2051	646,000	209,703	-	18,235	66,937	940,874
2052	685,000	172,558	-	15,005	68,275	940,838
2053	727,000	133,170	-	11,580	69,641	941,391
2054	771,000	91,368	-	7,945	71,034	941,346
2055	818,000	47,035	-	4,090	72,454	941,579
Total	\$ 11,939,000	\$ 13,823,756	\$ (350,874)	\$ 1,171,555	\$ 1,655,178	\$ 28,238,615

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT F-2 – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

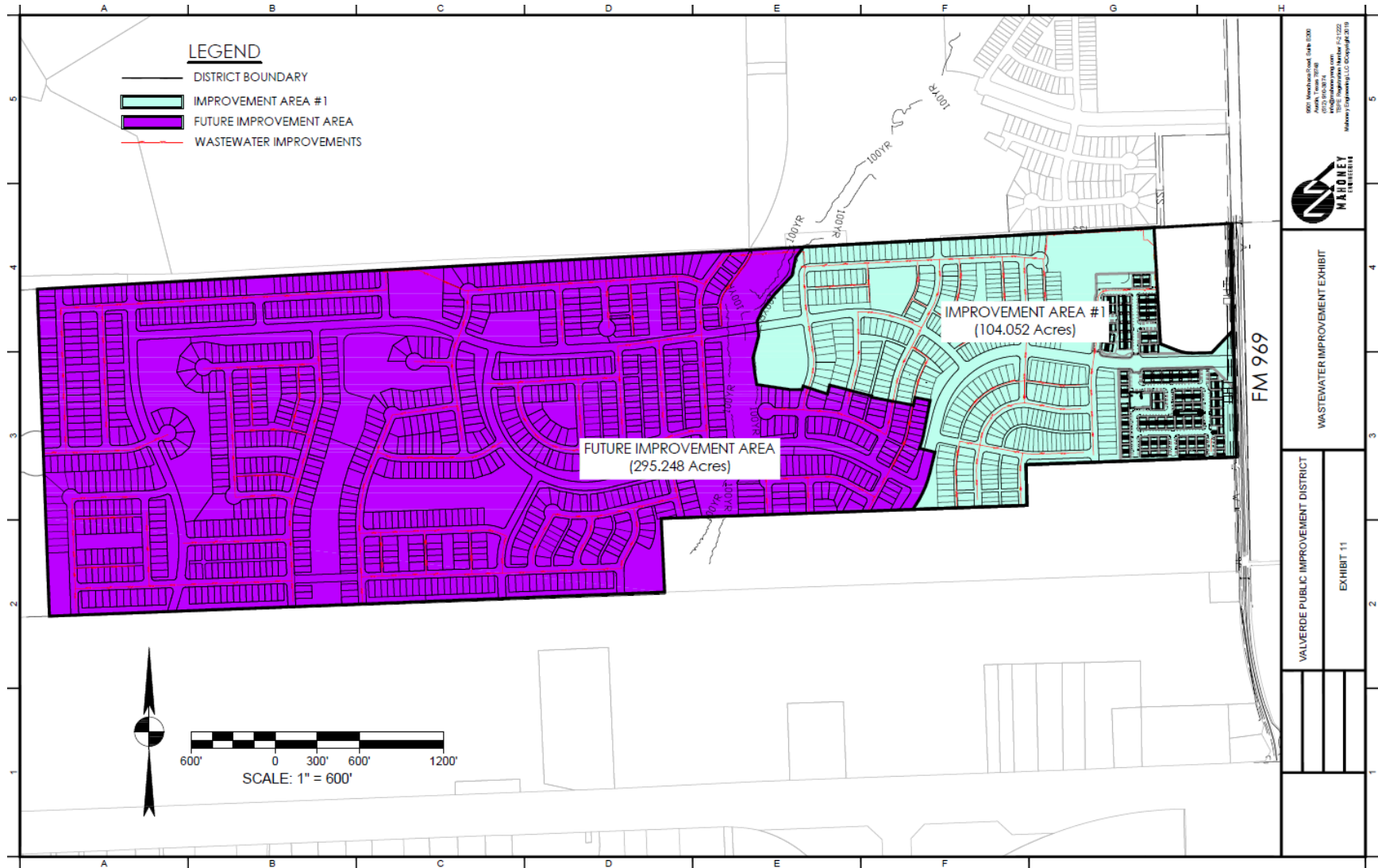
EXHIBIT G-1 – MAXIMUM ASSESSMENT PER LOT TYPE

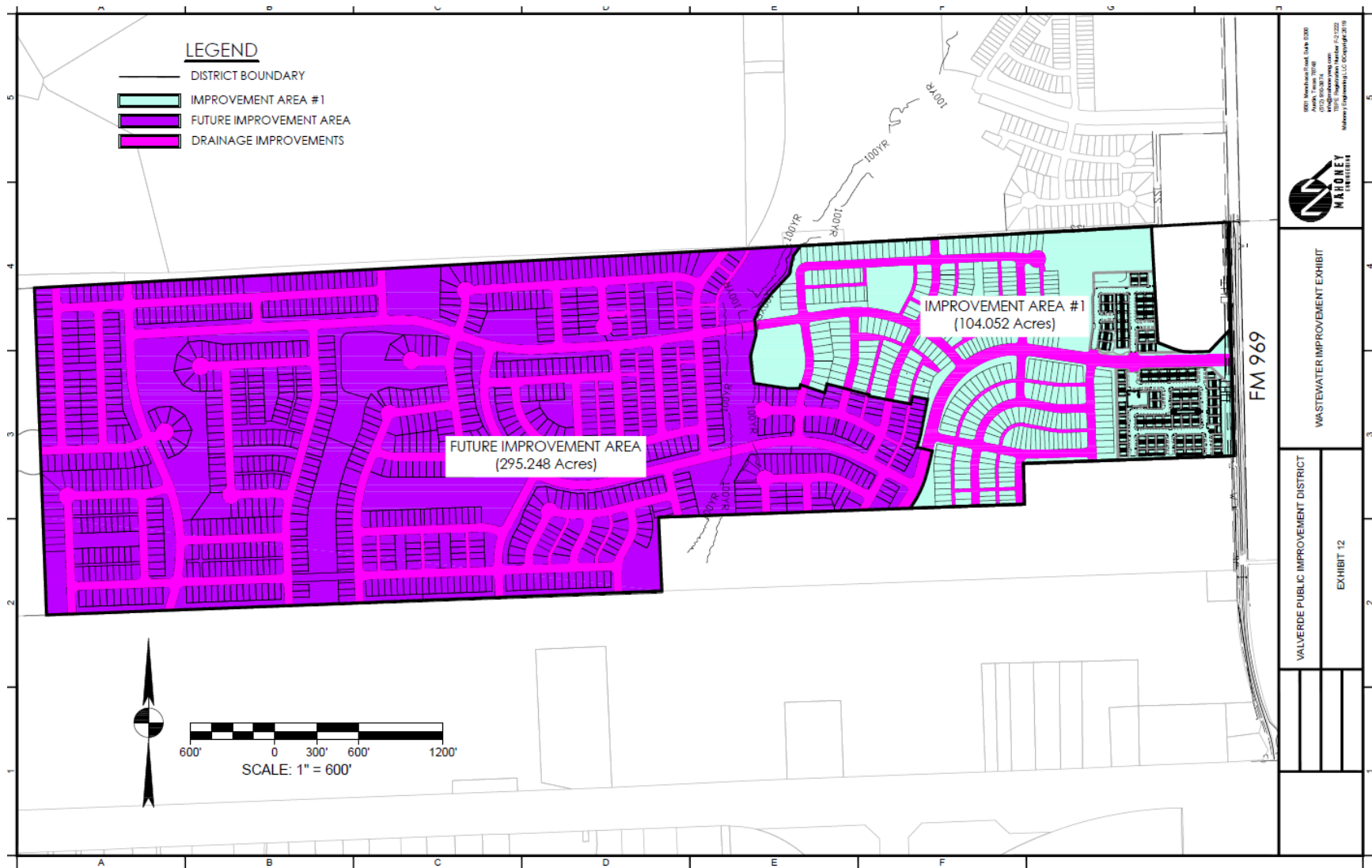
		Finished Lot		Estimated								
		Value Per	Total Finished	Buildout Value	Total Estimated	IA#1 Total		Maximum	Average Annual	Average Annual	PID Equivalent	
Lot Type	Units	Unit	Lot Value	Per Unit	Buildout Value	Assessment	Assessment per Unit ¹	Installment	Installment per Unit	Tax Rate		
1	Multi-Family	250	\$ 58,000	\$ 14,500,000	\$ 280,000	\$ 70,000,000	\$ 4,436,788	\$ 17,747.15	\$ 349,802	\$ 1,399.21	\$ 0.4997	
2	32' Alley	153	\$ 66,332	\$ 10,148,796	\$ 307,495	\$ 47,046,735	\$ 2,981,948	\$ 19,489.86	\$ 235,101	\$ 1,536.61	\$ 0.4997	
3	43' Alley	128	\$ 90,172	\$ 11,542,016	\$ 352,490	\$ 45,118,720	\$ 2,859,746	\$ 22,341.76	\$ 225,466	\$ 1,761.46	\$ 0.4997	
4	45' Standard	53	\$ 93,676	\$ 4,964,828	\$ 368,990	\$ 19,556,470	\$ 1,239,542	\$ 23,387.58	\$ 97,727	\$ 1,843.91	\$ 0.4997	
5	50' Standard	18	\$ 106,000	\$ 1,908,000	\$ 368,990	\$ 6,641,820	\$ 420,976	\$ 23,387.58	\$ 33,190	\$ 1,843.91	\$ 0.4997	
Total/Weighted Average		602	\$ 71,534	\$ 43,063,640	\$ 312,897	\$ 188,363,745	\$ 11,939,000	\$ 19,832.23	\$ 941,287	\$ 1,563.60	\$ 0.4997	

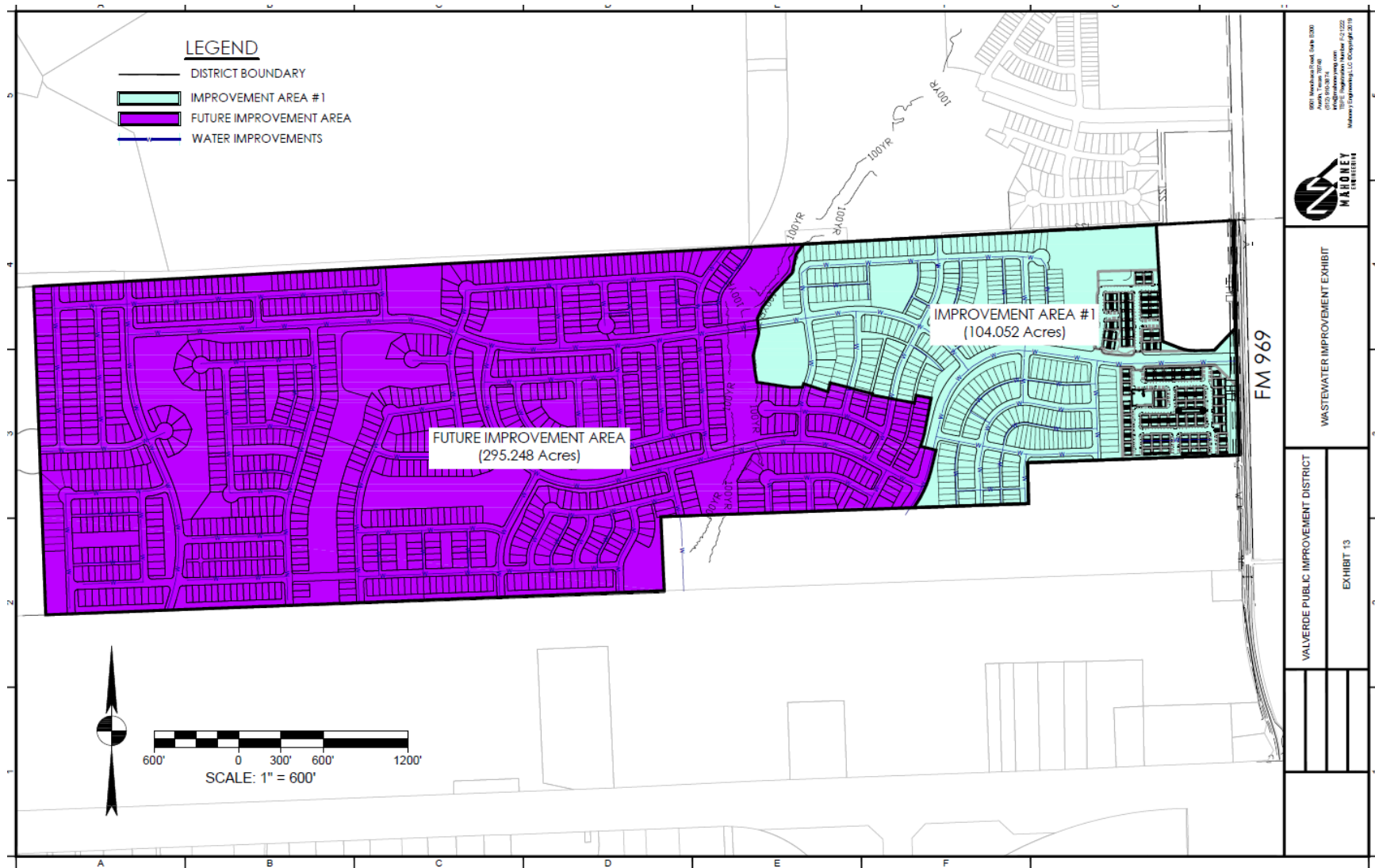
EXHIBIT G-2 – IMPROVEMENT AREA #1 ESTIMATED BUILDOUT VALUE

Improvement Area #1	Estimated Buildout Value	Improvement Area #1 Improvements Allocation
Assessed Parcels	\$ 188,363,745	98.59%
Non-Assessed Property	\$ 2,688,000	1.41%
	\$ 191,051,745	100.00%

EXHIBIT H – MAPS OF AUTHORIZED IMPROVEMENTS







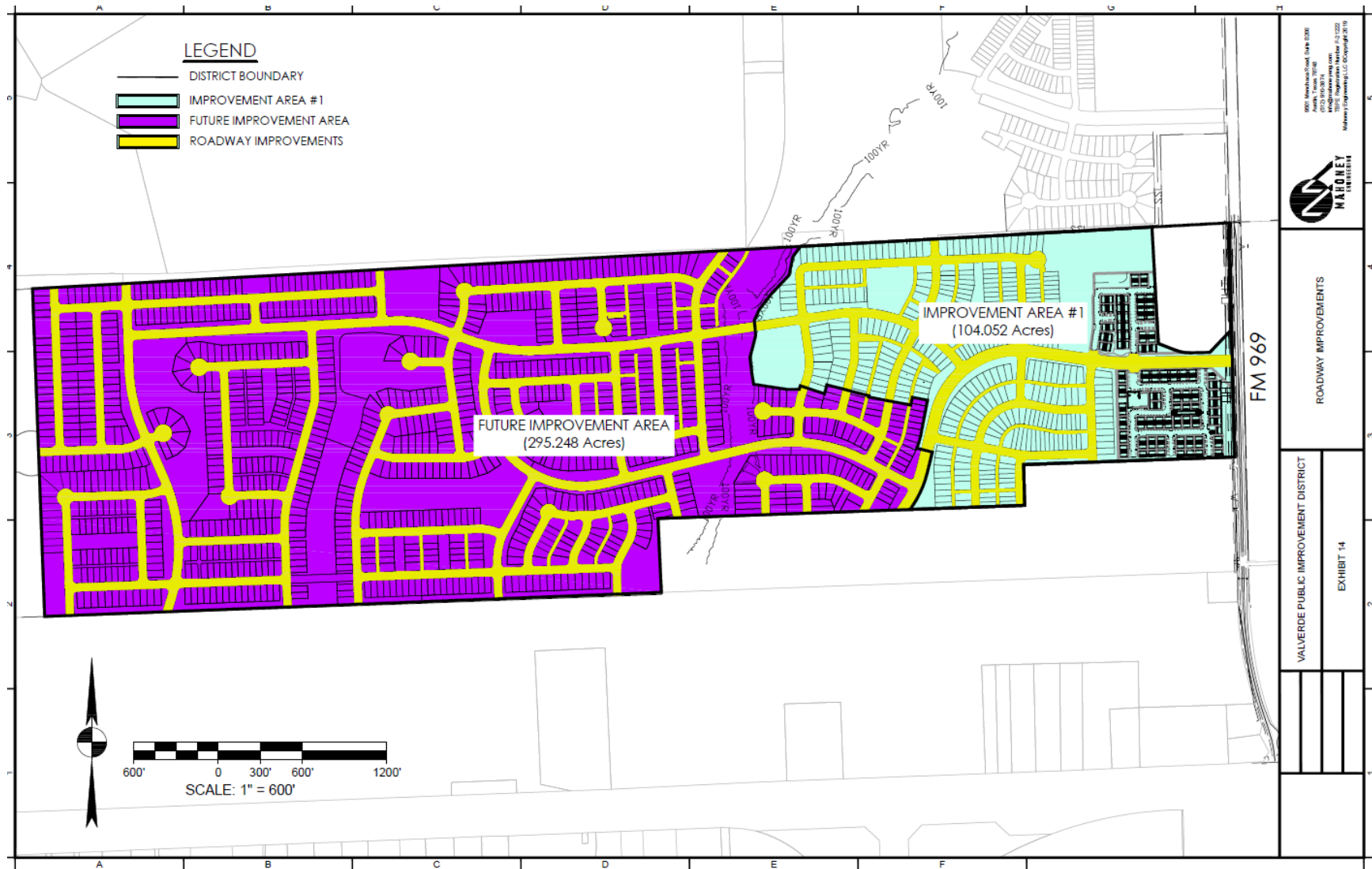


EXHIBIT I – LOT TYPE CLASSIFICATION MAP

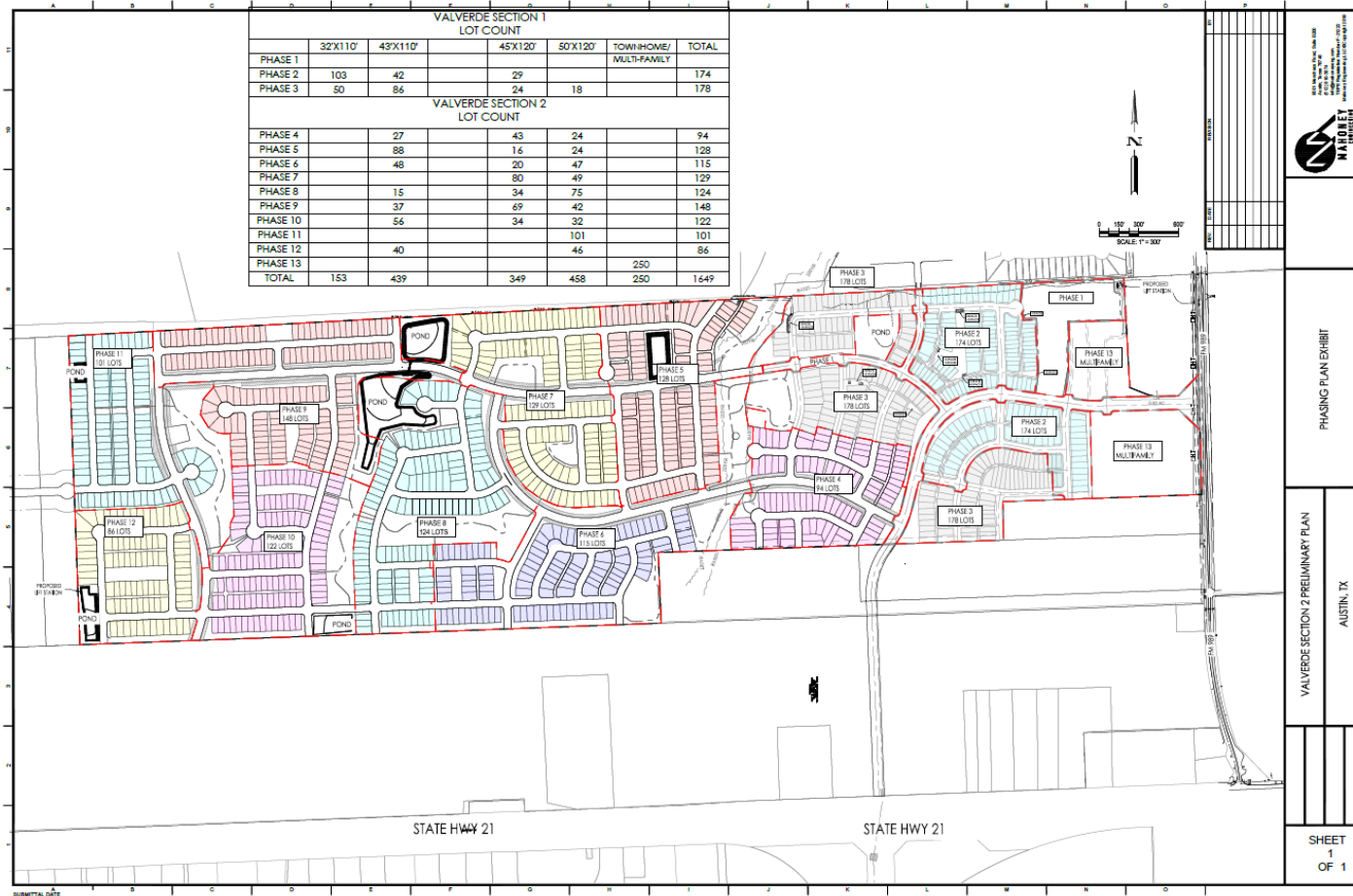


EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
399.878 Acres
Job No. 8732-00

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 399.878 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; THENCE, S 01° 19' 50" E, coincident with the common line of the 10.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 399.878 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract;
- 2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 399.878 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 399.878 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of

2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 399.878 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 399.878 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 399.878 acre tract, said remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract the 10.599 acre tract the following seven (7) courses:

1. S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of $23^{\circ}09'30''$, a chord bearing of $S\ 79^{\circ}50'37''\ E$, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
4. $N\ 88^{\circ}43'07''\ E$, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
5. $N\ 43^{\circ}41'39''\ E$, a distance of 212.04 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. $N\ 1^{\circ}19'50''\ W$, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
7. $N\ 24^{\circ}51'52''\ E$, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 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., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.



Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490



11/17/2021

Date

Client:

Date: November 17, 2021

Job No: 8732-00

EXHIBIT J-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
104.052 Acres
Job No. 8732-00

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 104.052 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF THE AMENDED PLAT OF VALVERDE SECTION 1 PHASE 1 & 2 AS RECORDED IN CABINET 8, PAGES 66-B THROUGH 69-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF VALVERDE SOUTH SUBDIVISION AS RECORDED IN CABINET 8 PAGES 54-A AND 54-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 104.052 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the common corner of said Amended plat of Valverde Section 1 Phase 1 & 2 and a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas, northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common line of said Amended Plat and said 10.599 acre tract the following six (6) courses:

- 1) S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 43°41'39" E, a distance of 197.90 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of F.M. 969 (R.O.W. ~ 100') as dedicated in Cabinet 8, Pages 54-A & 54 B and Cabinet 8 Pages 66-B thru 69-B, both recorded in the Plat Records of Bastrop County, Texas, for the easterly northeast of said Amended Plat and the herein described tract;

THENCE, S 01°19'50" E, coincident with the common line of said Amended Plat, the aforementioned Valverde South Subdivision and said right-of-way line, a distance of 888.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north line of a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County Texas, at the southeast corner of said Valverde South Subdivision, for the southeast corner of the herein described tract;

THENCE, S 87°56'21" W, departing said right-of-way line, coincident with the common line of Valverde South Subdivision, said Amended Plat, the aforementioned remainder of the remainder of the 399.878 acre tract and said 10.01 acre tract, a distance of 1,483.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of said remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 01°19'22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the right-of-way of Puerto Plata Avenue (R.O.W. ~ 80') as shown on said Amended Plat, for a southerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the remainder of the 399.878 acre tract and said right-of-way line, the following three (3) courses:

- 1) N 33°20'50" E, a distance of 38.04 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;
- 2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 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 13°55'08" E, a distance of 152.24 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;

THENCE, N 76°04'52" W, departing said common line, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the west right-of-way line of Puerto Plata Avenue, for an angle point of the herein described tract;

THENCE, continuing over and across the remainder of the 399.878 acre tract the following twenty-eight (28) courses:

- 1) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;
- 2) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;
- 3) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 4) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;
- 5) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;
- 6) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;
- 7) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;
- 8) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract;
- 9) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 10) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;
- 11) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 12) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;
- 13) N 14°19'35" E, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;

- 15) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 16) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 18) N 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;
- 19) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;
- 20) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 21) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 22) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;
- 23) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 24) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 25) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;
- 26) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;
- 27) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;
- 28) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the remainder of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, and the north line of the aforementioned Amended Plat of Valverde Section 1 Phase 1 & 2, a distance of 2,508.39 feet to the **POINT OF BEGINNING** and containing 104.052 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., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared in conjunction with this metes and bounds description.



Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490



8/27/2024

Date

Date: August 27, 2024
Job No: 8732-00

EXHIBIT J-3 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
Future Improvements Area
295.248 Acres
Job No. 8732-00

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 295.248 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING PARTIALLY OUT OF THE REMAINDER OF CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND PARTIALLY OUT OF THE RIGHT-OF-WAY OF PUERTO PLATA AVENUE (R.O.W. ~ 80') AS SHOWN ON THE AMENDED PLAT OF VALVERDE SECTION 1 PHASE 1 & 2 AS RECORDED IN CABINET 8, PAGES 66-B THROUGH 69-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, SAID 295.248 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of said 399.878 acre tract and the The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, at the northwest corner of the right-of-way of George Neggan Lane (R.O.W. ~ 55.5') as shown on said Amended Plat; **THENCE**, S 86°51'05" W, coincident with the common line of the remainder of the 399.878 acre tract and said The colony MUD 1A, Section 1, Phase B, a distance of 930.00 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract the following twenty-eight (28) courses:

- 1) S 35°04'52" W, a distance of 89.31 feet to a calculated point for an angle point of the herein described tract;
- 2) S 11°34'46" W, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;
- 3) S 43°42'09" W, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;
- 4) S 37°48'33" W, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;
- 5) S 24°20'55" W, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 6) S 04°59'40" E, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 7) S 14°35'31" W, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;

- 8) S 06°16'41" E, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 9) S 09°33'10" E, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 10) S 81°06'35" E, a distance of 238.54 feet to a calculated point for an angle point of the herein described tract;
- 11) N 90°00'00" E, a distance of 88.16 feet to a calculated point for a re-entrant corner of the herein described tract;
- 12) N 18°16'38" E, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 13) S 71°43'22" E, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 14°19'35" E, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 15) S 75°40'25" E, a distance of 120.00 feet to a calculated point for a corner of the herein described tract;
- 16) S 14°19'35" W, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) S 75°40'25" E, a distance of 188.50 feet to a calculated point for a re-entrant corner of the herein described tract;
- 18) N 18°01'49" E, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 19) S 79°11'39" E, a distance of 119.45 feet to a calculated point for a corner of the herein described tract;
- 20) S 06°21'30" W, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 21) S 79°21'54" E, a distance of 55.50 feet to a calculated point for an angle point of the herein described tract;
- 22) S 79°11'39" E, a distance of 130.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 23) N 11°42'54" E, a distance of 13.50 feet to a calculated point for a re-entrant corner of the herein described tract;

- 24) S 79°05'37" E, a distance of 109.72 feet to a calculated point for a corner of the herein described tract;
- 25) S 10°53'55" W, a distance of 218.86 feet to a calculated point for an angle point of the herein described tract;
- 26) S 15°39'08" W, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 27) S 20°55'17" W, a distance of 36.54 feet to a calculated point for a re-entrant corner of the herein described tract;
- 28) S 76°44'36" E, a distance of 34.40 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the west right-of-way line of the aforementioned Puerto Plata Avenue, for an angle point of the herein described tract;

THENCE, S 76°04'52" E, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the east line of said right-of-way for a re-entrant corner of the herein described tract;

THENCE, coincident with said common line the following three (3) courses:

- 1) S 13°55'08" W, a distance of 152.24 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 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of S 23°37'59" W, and a chord distance of 249.72 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) S 33°20'50" W, a distance of 38.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 399.878 acre tract and a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract, said right-of-way, said 25.070 acre tract, and a called 25.071 acre tract of land as conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 1,795.60 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the remainder of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02°31'46" E, coincident with the common line of the remainder of the 399.878 acre tract and the 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for a south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87°52'50" W, coincident with the common line of the remainder of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 02°07'09" W, coincident with the common line of the remainder of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60") as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 feet a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the remainder of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the remainder of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, the remaining portion of the 1,258.002, and a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, a distance of 5,470.42 feet to the **POINT OF BEGINNING** and containing 295.248 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., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared in conjunction with this metes and bounds description.



Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm Number 10194490



8/27/2024

Date

Date: August 27, 2024
Job No: 8225-01

EXHIBIT K – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]

City of Bastrop Secretary's Office
Honorable [City Secretary Name]
804 Pecan Street
Bastrop, TX 78602

Re: City of Bastrop Lien Release documents for filing

Dear Ms./Mr. [City Secretary Name],

Enclosed is a lien release that the City of Bastrop 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 Bastrop
Attn: [City Secretary]
804 Pecan Street
Bastrop, TX 78602

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

Sincerely,
[Signature]

Jon Snyder
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

**[City Secretary Name]
804 Pecan Street
Bastrop, TX 78602**

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:
CITY OF BASTROP	§	

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

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Bastrop, 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 March 9, 2021, the City Council for the City, approved Resolution No. R-2021-28, creating the Valverde Public Improvement District, which was renamed to Valverde Public Improvement District; and

WHEREAS, the Valverde Public Improvement District consists of approximately 399.878 contiguous acres partially located within the City and partially 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 the Valverde 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 the City of Bastrop, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of the City of Bastrop, 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 the City of Bastrop, 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 BASTROP, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §

§

CITY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 20__, by [City Official Name], City Official Title for the City of Bastrop, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT L – FORM OF BUYER DISCLOSURE

The following Buyer Disclosures are contained in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Improvement Area #1 Unplatted Parcel

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 – LOT
TYPE 1 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), 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 City 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 BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$ 17,747.15

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, 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 *Valverde 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 Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop 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 Bastrop.

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment ³
	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection Costs	
2025	\$ -	\$ 521.57	\$ (521.57)	\$ -	\$ -	\$ -
2026	228.92	1,020.46	-	88.74	60.65	1,398.76
2027	242.30	1,007.30	-	87.59	61.86	1,399.05
2028	255.68	993.37	-	86.38	63.10	1,398.52
2029	270.54	978.66	-	85.10	64.36	1,398.67
2030	286.89	963.11	-	83.75	65.65	1,399.40
2031	303.24	946.61	-	82.31	66.96	1,399.13
2032	321.08	929.18	-	80.80	68.30	1,399.36
2033	340.41	910.71	-	79.19	69.67	1,399.98
2034	359.73	891.14	-	77.49	71.06	1,399.42
2035	380.54	870.46	-	75.69	72.48	1,399.17
2036	402.84	848.58	-	73.79	73.93	1,399.13
2037	426.62	825.41	-	71.77	75.41	1,399.22
2038	451.89	800.88	-	69.64	76.92	1,399.33
2039	478.65	774.90	-	67.38	78.46	1,399.38
2040	506.89	747.38	-	64.99	80.02	1,399.28
2041	536.62	718.23	-	62.45	81.63	1,398.93
2042	569.32	687.37	-	59.77	83.26	1,399.73
2043	602.03	654.64	-	56.92	84.92	1,398.51
2044	639.19	620.02	-	53.91	86.62	1,399.75
2045	676.35	583.27	-	50.72	88.35	1,398.69
2046	717.97	544.38	-	47.34	90.12	1,399.81
2047	761.08	503.09	-	43.75	91.92	1,399.84
2048	805.68	459.33	-	39.94	93.76	1,398.71
2049	854.73	413.01	-	35.91	95.64	1,399.28
2050	906.76	363.86	-	31.64	97.55	1,399.80
2051	960.27	311.72	-	27.11	99.50	1,398.60
2052	1,018.24	256.50	-	22.30	101.49	1,398.54
2053	1,080.68	197.96	-	17.21	103.52	1,399.36
2054	1,146.08	135.82	-	11.81	105.59	1,399.30
2055	1,215.95	69.92	-	6.08	107.70	1,399.64
Total	\$ 17,747.15	\$ 20,548.82	\$ (521.57)	\$ 1,741.50	\$ 2,460.40	\$ 41,976.30

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, 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

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT
TYPE 2 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), 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 City 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 BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$ 19,489.86

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, 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 *Valverde 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 Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop 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 Bastrop.

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment ³
	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection Costs	
2025	\$ -	\$ 572.79	\$ (572.79)	\$ -	\$ -	\$ -
2026	251.40	1,120.67	-	97.45	66.60	1,536.12
2027	266.09	1,106.21	-	96.19	67.94	1,536.43
2028	280.78	1,090.91	-	94.86	69.29	1,535.85
2029	297.11	1,074.77	-	93.46	70.68	1,536.01
2030	315.06	1,057.68	-	91.97	72.09	1,536.81
2031	333.02	1,039.57	-	90.40	73.54	1,536.52
2032	352.61	1,020.42	-	88.73	75.01	1,536.77
2033	373.83	1,000.14	-	86.97	76.51	1,537.45
2034	395.05	978.65	-	85.10	78.04	1,536.84
2035	417.91	955.93	-	83.12	79.60	1,536.56
2036	442.39	931.90	-	81.03	81.19	1,536.52
2037	468.51	906.46	-	78.82	82.81	1,536.62
2038	496.27	879.52	-	76.48	84.47	1,536.74
2039	525.65	850.99	-	74.00	86.16	1,536.80
2040	556.67	820.76	-	71.37	87.88	1,536.68
2041	589.32	788.76	-	68.59	89.64	1,536.30
2042	625.23	754.87	-	65.64	91.43	1,537.17
2043	661.14	718.92	-	62.51	93.26	1,535.84
2044	701.95	680.90	-	59.21	95.13	1,537.20
2045	742.77	640.54	-	55.70	97.03	1,536.04
2046	788.47	597.83	-	51.99	98.97	1,537.26
2047	835.82	552.50	-	48.04	100.95	1,537.30
2048	884.79	504.44	-	43.86	102.97	1,536.06
2049	938.66	453.56	-	39.44	105.03	1,536.69
2050	995.80	399.59	-	34.75	107.13	1,537.26
2051	1,054.56	342.33	-	29.77	109.27	1,535.93
2052	1,118.23	281.69	-	24.49	111.46	1,535.87
2053	1,186.79	217.39	-	18.90	113.69	1,536.78
2054	1,258.62	149.15	-	12.97	115.96	1,536.70
2055	1,335.35	76.78	-	6.68	118.28	1,537.08
Total	\$ 19,489.86	\$ 22,566.64	\$ (572.79)	\$ 1,912.51	\$ 2,702.00	\$ 46,098.22

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, 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

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT
TYPE 3 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), 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 City 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 BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$ 22,341.76

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, 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 *Valverde 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 Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop 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 Bastrop.

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 Bastrop County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

CITY OF BASTROP

§

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 Bastrop County.

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

CITY OF BASTROP

§

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 Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment ³
	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection Costs	
2025	\$ -	\$ 656.60	\$ (656.60)	\$ -	\$ -	\$ -
2026	288.18	1,284.65	-	111.71	76.35	1,760.89
2027	305.03	1,268.08	-	110.27	77.88	1,761.25
2028	321.87	1,250.54	-	108.74	79.43	1,760.59
2029	340.58	1,232.03	-	107.13	81.02	1,760.77
2030	361.17	1,212.45	-	105.43	82.64	1,761.69
2031	381.75	1,191.68	-	103.62	84.30	1,761.36
2032	404.21	1,169.73	-	101.72	85.98	1,761.64
2033	428.53	1,146.49	-	99.69	87.70	1,762.42
2034	452.86	1,121.85	-	97.55	89.46	1,761.72
2035	479.06	1,095.81	-	95.29	91.25	1,761.40
2036	507.13	1,068.27	-	92.89	93.07	1,761.36
2037	537.07	1,039.11	-	90.36	94.93	1,761.46
2038	568.88	1,008.22	-	87.67	96.83	1,761.61
2039	602.57	975.51	-	84.83	98.77	1,761.67
2040	638.12	940.87	-	81.81	100.74	1,761.54
2041	675.55	904.17	-	78.62	102.76	1,761.10
2042	716.72	865.33	-	75.25	104.81	1,762.11
2043	757.89	824.12	-	71.66	106.91	1,760.58
2044	804.67	780.54	-	67.87	109.05	1,762.13
2045	851.45	734.27	-	63.85	111.23	1,760.80
2046	903.85	685.31	-	59.59	113.45	1,762.21
2047	958.12	633.34	-	55.07	115.72	1,762.25
2048	1,014.26	578.25	-	50.28	118.04	1,760.83
2049	1,076.01	519.93	-	45.21	120.40	1,761.55
2050	1,141.51	458.06	-	39.83	122.80	1,762.20
2051	1,208.88	392.42	-	34.12	125.26	1,760.68
2052	1,281.86	322.91	-	28.08	127.77	1,760.61
2053	1,360.45	249.20	-	21.67	130.32	1,761.65
2054	1,442.79	170.98	-	14.87	132.93	1,761.57
2055	1,530.74	88.02	-	7.65	135.59	1,762.00
Total	\$ 22,341.76	\$ 25,868.76	\$ (656.60)	\$ 2,192.36	\$ 3,097.38	\$ 52,843.66

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, 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

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - LOT
TYPE 4 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the City 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 BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$ 23,387.58

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, 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 *Valverde 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 Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop 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 Bastrop.

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment ³
	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection Costs	
2025	\$ -	\$ 687.33	\$ (687.33)	\$ -	\$ -	\$ -
2026	301.67	1,344.79	-	116.94	79.92	1,843.32
2027	319.30	1,327.44	-	115.43	81.52	1,843.70
2028	336.93	1,309.08	-	113.83	83.15	1,843.00
2029	356.52	1,289.71	-	112.15	84.82	1,843.19
2030	378.07	1,269.21	-	110.37	86.51	1,844.16
2031	399.62	1,247.47	-	108.48	88.24	1,843.80
2032	423.13	1,224.49	-	106.48	90.01	1,844.10
2033	448.59	1,200.16	-	104.36	91.81	1,844.92
2034	474.06	1,174.36	-	102.12	93.64	1,844.19
2035	501.48	1,147.11	-	99.75	95.52	1,843.86
2036	530.87	1,118.27	-	97.24	97.43	1,843.81
2037	562.21	1,087.75	-	94.59	99.38	1,843.92
2038	595.51	1,055.42	-	91.78	101.36	1,844.07
2039	630.77	1,021.18	-	88.80	103.39	1,844.14
2040	667.99	984.91	-	85.64	105.46	1,844.00
2041	707.17	946.50	-	82.30	107.57	1,843.54
2042	750.27	905.84	-	78.77	109.72	1,844.59
2043	793.36	862.69	-	75.02	111.91	1,842.99
2044	842.34	817.08	-	71.05	114.15	1,844.61
2045	891.31	768.64	-	66.84	116.43	1,843.22
2046	946.16	717.39	-	62.38	118.76	1,844.70
2047	1,002.97	662.99	-	57.65	121.14	1,844.75
2048	1,061.74	605.32	-	52.64	123.56	1,843.25
2049	1,126.38	544.27	-	47.33	126.03	1,844.01
2050	1,194.94	479.50	-	41.70	128.55	1,844.69
2051	1,265.46	410.79	-	35.72	131.12	1,843.10
2052	1,341.86	338.03	-	29.39	133.75	1,843.03
2053	1,424.14	260.87	-	22.68	136.42	1,844.11
2054	1,510.33	178.98	-	15.56	139.15	1,844.02
2055	1,602.40	92.14	-	8.01	141.93	1,844.48
Total	\$ 23,387.58	\$ 27,079.67	\$ (687.33)	\$ 2,294.99	\$ 3,242.36	\$ 55,317.26

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, 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

**VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 - 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 372.0035), 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 City 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 BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$ 23,387.58

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, 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 *Valverde 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 Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop 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 Bastrop.

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 Bastrop 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

§

§

CITY OF BASTROP

§

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 Bastrop 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.

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SIGNATURE OF SELLER

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STATE OF TEXAS

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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 Bastrop County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment ³
	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection Costs	
2025	\$ -	\$ 687.33	\$ (687.33)	\$ -	\$ -	\$ -
2026	301.67	1,344.79	-	116.94	79.92	1,843.32
2027	319.30	1,327.44	-	115.43	81.52	1,843.70
2028	336.93	1,309.08	-	113.83	83.15	1,843.00
2029	356.52	1,289.71	-	112.15	84.82	1,843.19
2030	378.07	1,269.21	-	110.37	86.51	1,844.16
2031	399.62	1,247.47	-	108.48	88.24	1,843.80
2032	423.13	1,224.49	-	106.48	90.01	1,844.10
2033	448.59	1,200.16	-	104.36	91.81	1,844.92
2034	474.06	1,174.36	-	102.12	93.64	1,844.19
2035	501.48	1,147.11	-	99.75	95.52	1,843.86
2036	530.87	1,118.27	-	97.24	97.43	1,843.81
2037	562.21	1,087.75	-	94.59	99.38	1,843.92
2038	595.51	1,055.42	-	91.78	101.36	1,844.07
2039	630.77	1,021.18	-	88.80	103.39	1,844.14
2040	667.99	984.91	-	85.64	105.46	1,844.00
2041	707.17	946.50	-	82.30	107.57	1,843.54
2042	750.27	905.84	-	78.77	109.72	1,844.59
2043	793.36	862.69	-	75.02	111.91	1,842.99
2044	842.34	817.08	-	71.05	114.15	1,844.61
2045	891.31	768.64	-	66.84	116.43	1,843.22
2046	946.16	717.39	-	62.38	118.76	1,844.70
2047	1,002.97	662.99	-	57.65	121.14	1,844.75
2048	1,061.74	605.32	-	52.64	123.56	1,843.25
2049	1,126.38	544.27	-	47.33	126.03	1,844.01
2050	1,194.94	479.50	-	41.70	128.55	1,844.69
2051	1,265.46	410.79	-	35.72	131.12	1,843.10
2052	1,341.86	338.03	-	29.39	133.75	1,843.03
2053	1,424.14	260.87	-	22.68	136.42	1,844.11
2054	1,510.33	178.98	-	15.56	139.15	1,844.02
2055	1,602.40	92.14	-	8.01	141.93	1,844.48
Total	\$ 23,387.58	\$ 27,079.67	\$ (687.33)	\$ 2,294.99	\$ 3,242.36	\$ 55,317.26

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, 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

VALVERDE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1
UNPLATTED PARCEL 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 City 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 BASTROP, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

IMPROVEMENT AREA #1 UNPLATTED PARCEL PRINCIPAL ASSESSMENT:

\$ 8,625,068.53

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Bastrop, 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 *Valverde 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 Bastrop. The exact amount of each annual installment will be approved each year by the Bastrop 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 Bastrop.

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CITY OF BASTROP

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ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 UNPLATTED PARCEL

Annual Installments Due 1/31	Improvement Area #1 Bonds					Total Annual Installment ³
	Principal	Interest ¹	Capitalized Interest	Additional Interest ²	Annual Collection Costs	
2025	\$ -	\$ 253,481.18	\$ (253,481.18)	\$ -	\$ -	\$ -
2026	111,253.92	495,941.44	-	43,125.34	29,475.06	679,795.77
2027	117,755.77	489,544.34	-	42,569.07	30,064.57	679,933.75
2028	124,257.63	482,773.38	-	41,980.29	30,665.86	679,677.16
2029	131,481.91	475,628.57	-	41,359.01	31,279.17	679,748.66
2030	139,428.61	468,068.36	-	40,701.60	31,904.76	680,103.33
2031	147,375.32	460,051.21	-	40,004.45	32,542.85	679,973.84
2032	156,044.46	451,577.13	-	39,267.58	33,193.71	680,082.88
2033	165,436.02	442,604.58	-	38,487.35	33,857.58	680,385.54
2034	174,827.59	433,092.01	-	37,660.17	34,534.74	680,114.51
2035	184,941.58	423,039.42	-	36,786.04	35,225.43	679,992.47
2036	195,778.00	412,405.28	-	35,861.33	35,929.94	679,974.55
2037	207,336.85	401,148.04	-	34,882.44	36,648.54	680,015.87
2038	219,618.13	389,226.17	-	33,845.75	37,381.51	680,071.57
2039	232,621.83	376,598.13	-	32,747.66	38,129.14	680,096.77
2040	246,347.97	363,222.38	-	31,584.55	38,891.72	680,046.62
2041	260,796.53	349,057.37	-	30,352.81	39,669.56	679,876.27
2042	276,689.94	334,061.57	-	29,048.83	40,462.95	680,263.29
2043	292,583.36	318,151.90	-	27,665.38	41,272.21	679,672.85
2044	310,644.06	301,328.35	-	26,202.47	42,097.65	680,272.53
2045	328,704.76	283,466.32	-	24,649.25	42,939.60	679,759.93
2046	348,932.75	264,565.80	-	23,005.72	43,798.40	680,302.66
2047	369,883.16	244,502.16	-	21,261.06	44,674.36	680,320.75
2048	391,556.00	223,233.88	-	19,411.64	45,567.85	679,769.38
2049	415,396.13	200,719.41	-	17,453.86	46,479.21	680,048.61
2050	440,681.11	176,834.13	-	15,376.88	47,408.79	680,300.92
2051	466,688.52	151,494.97	-	13,173.48	48,356.97	679,713.93
2052	494,863.22	124,660.38	-	10,840.03	49,324.11	679,687.74
2053	525,205.19	96,205.74	-	8,365.72	50,310.59	680,087.24
2054	556,992.03	66,006.45	-	5,739.69	51,316.80	680,054.97
2055	590,946.15	33,979.40	-	2,954.73	52,343.14	680,223.42
Total	\$ 8,625,068.53	\$ 9,986,669.46	\$ (253,481.18)	\$ 846,364.20	\$ 1,195,746.75	\$ 20,400,367.76

Footnotes:

- 1) The interest rate is shown at a 5.75% rate for illustrative purposes.
- 2) Additional Interest is calculated at the Additional Interest Rate.
- 3) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, 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

EXHIBIT M – ENGINEERING REPORT



Engineering Report

For

Valverde Public Improvement District **Bastrop, Bastrop County, Texas**

Prepared by:

Mahoney Engineering, LLC

9501 Menchaca Road, Suite B200
Austin, Texas 78748

October 31, 2024

TBPELS # F-21222



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1.0 INTRODUCTION

The Valverde Development is a proposed Single-Family Residential community located in the City of Bastrop, Texas located approximately 0.50-miles north of the intersection at Farm to Market Road 969 and State Highway 71. The Development is within the Viridian Public Improvement District, and it encompasses approximately a 400-acre tract of land that allows for construction of up to approximately 1,399 Single-Family Residential units and 250 attached Multi-Family units for a total of 1,649 residential units. A site location map has been included in **Exhibit 1**.

This report includes supporting documentation for the formation of the Viridian Public Improvement District and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the Valverde development within the Viridian PID.

2.0 DEVELOPMENT COST

An Engineer's Opinion of Probable Cost (Engineer's OPC) has been prepared for all off-site and on-site infrastructure. The Engineer's OPC has been provided as **Exhibit 2**.

3.0 DEVELOPMENT IMPROVEMENTS

The development improvements consist of 265-acres of Single-Family Residential, 88 acres of Parks and Open Space, 18.20-acres of CORE and 35-acres of Major ROW. A section of the proposed development including 104.052-acres has been annexed into the City Limits, this included Phase 1 which includes Major ROW and associated improvements, Phase 2 which includes 174 Single-Family Lots, Major ROW and associated improvements, Phase 3 which includes 178 Single-Family Lots and associated improvements and 18.20-acres of CORE, per the latest Development Agreement Amendment for the Viridian Development.

The development improvements have been and will continue to be designed and constructed in accordance with City of Bastrop standards and specifications and will be owned and operated by the City unless otherwise indicated. The development improvements include:

3.1 STREETS

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. 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.



3.2 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.

3.3 WATER

Improvements include trench excavation and embedment, trench safety, PVC piping, 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.

3.4 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 improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

The development areas and improvements are depicted within **Exhibit 3** through **Exhibit 7**.

4.0 DEVELOPMENT SCHEDULE

4.1 DESIGN STAGE

Improvement Area #1

The following plans within Improvement Area 1 have been **designed and approved** by City of Bastrop Planning and Development Department:

1. Valverde Phase 1 Public Improvement Plans and Final Drainage Plans:
Right of Way and Infrastructure Improvements Only
2. Valverde Phase 2 Public Improvement Plans and Final Drainage Plans:
174 Single-Family Lots



3. Valverde Phase 3 Public Improvement Plans and Final Drainage Plans:
178-Single Family Lots
4. Valverde Multifamily South:
168 Multifamily Units

For a total of 352 Single-Family Residential Lots and 168 Multifamily Units.

The following plans have been designed and are currently under review by City of Bastrop Planning and Development Department:

1. Valverde Multifamily North:
82 Multifamily Units

Future Improvement Area

Design and permitting for this area has begun, with the following application being filed with the City of Bastrop Planning and Development Department.

1. Valverde Phase 4 Public Improvement Plans and Final Drainage Plans:
94 Lots | This Phase is currently under review by the City, and it's expected approval is September of 2024.

4.2 CONSTRUCTION STAGE

Improvement Area Phase #1

The following phases within Improvement Area #1 are currently under construction:

1. Valverde Phase 1 Public Improvement Plans and Final Drainage Plans.
Right of Way and Infrastructure Improvements Only | With an expected Final Completion Date of September 2024.
2. Valverde Phase 2 Public Improvement Plans and Final Drainage Plans.
174 Single-Family Lots | With an expected Final Completion Date of September 2024.
3. Valverde Phase 3 Public Improvement Plans and Final Drainage Plans.
178 Single-Family Lots | With an expected Final Completion Date of February 2025.

For a total of 352 Single-Family Residential Lots.



The following plans have been approved and are expected to begin construction soon:

1. Valverde Multifamily South
168 Multifamily Units | Expected construction start date of September 2024.
2. Valverde Multifamily North
82 Multifamily Units | Expected construction start date of September 2024.

Future Improvement Area

The first phase of construction within the Future Improvement Area is Valverde Phase 4, with an expected construction start date of September 2024. This whole area of development is expected to be completed between 2028 and 2036.

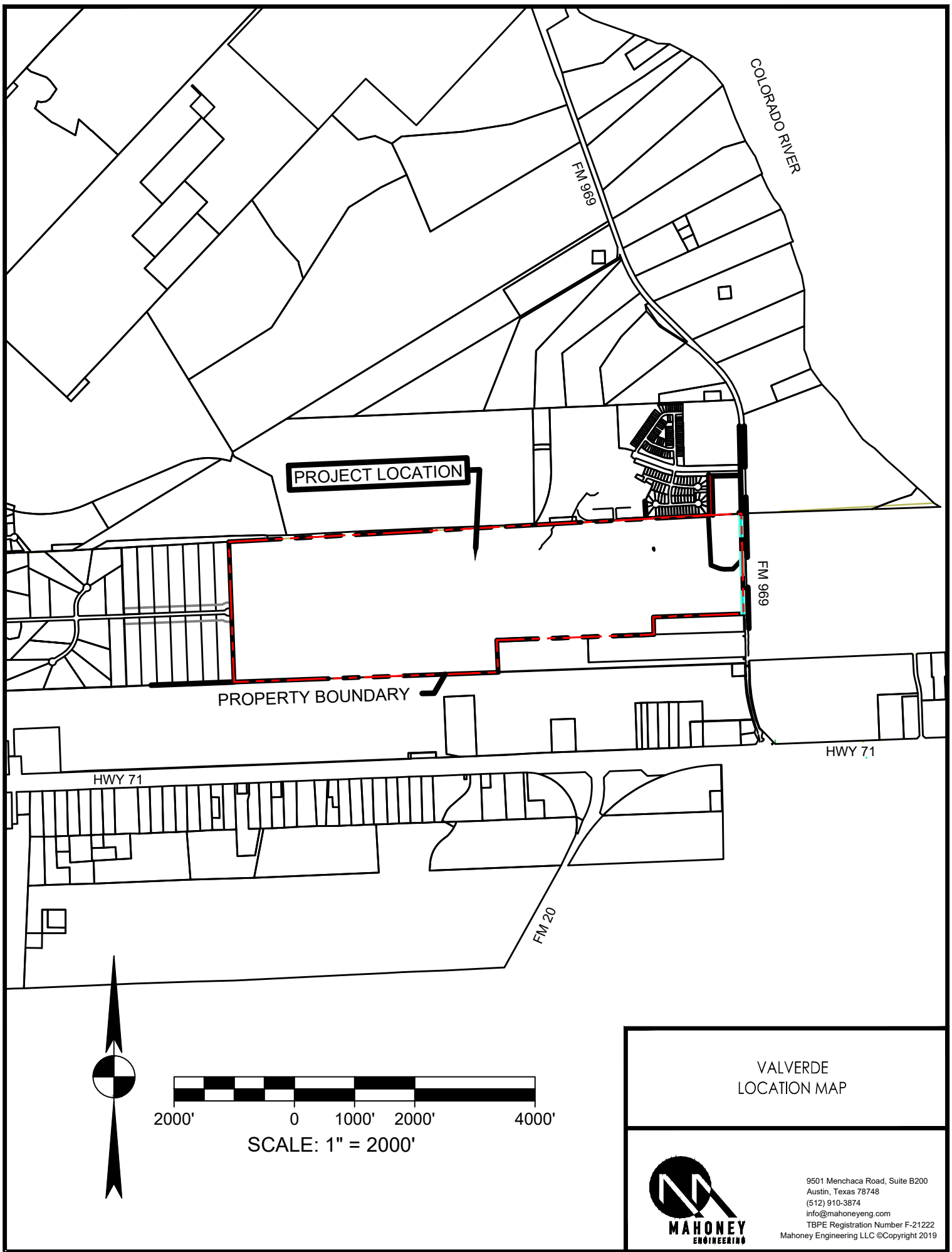


APPENDIX

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EXHIBIT 1. SITE LOCATION MAP



VALVERDE
LOCATION MAP

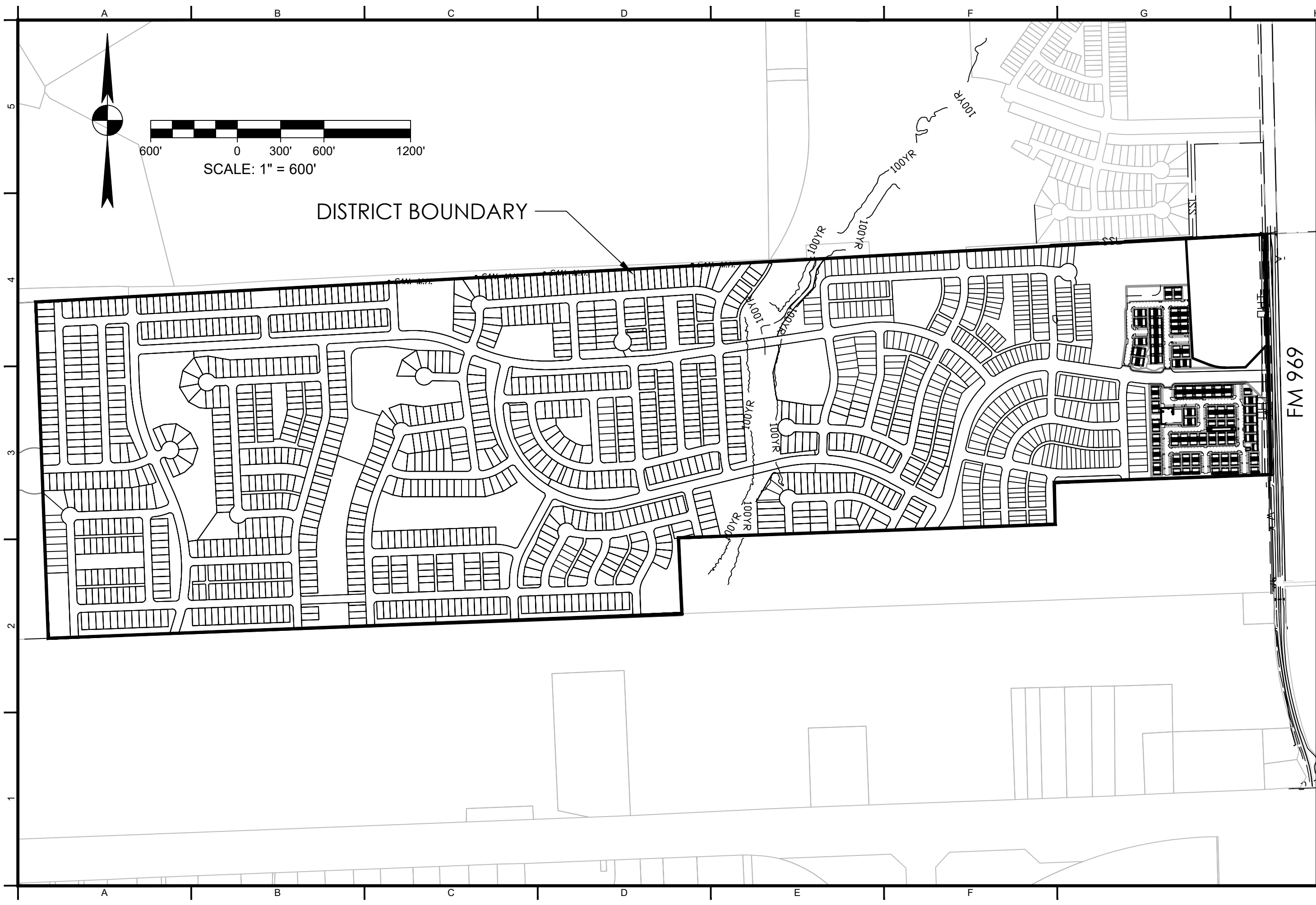


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info@mahoneyeng.com
TBPE Registration Number F-21222
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EXHIBIT 2. DISTRICT BOUNDARY MAP

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VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 2

DISTRICT AREA MAP

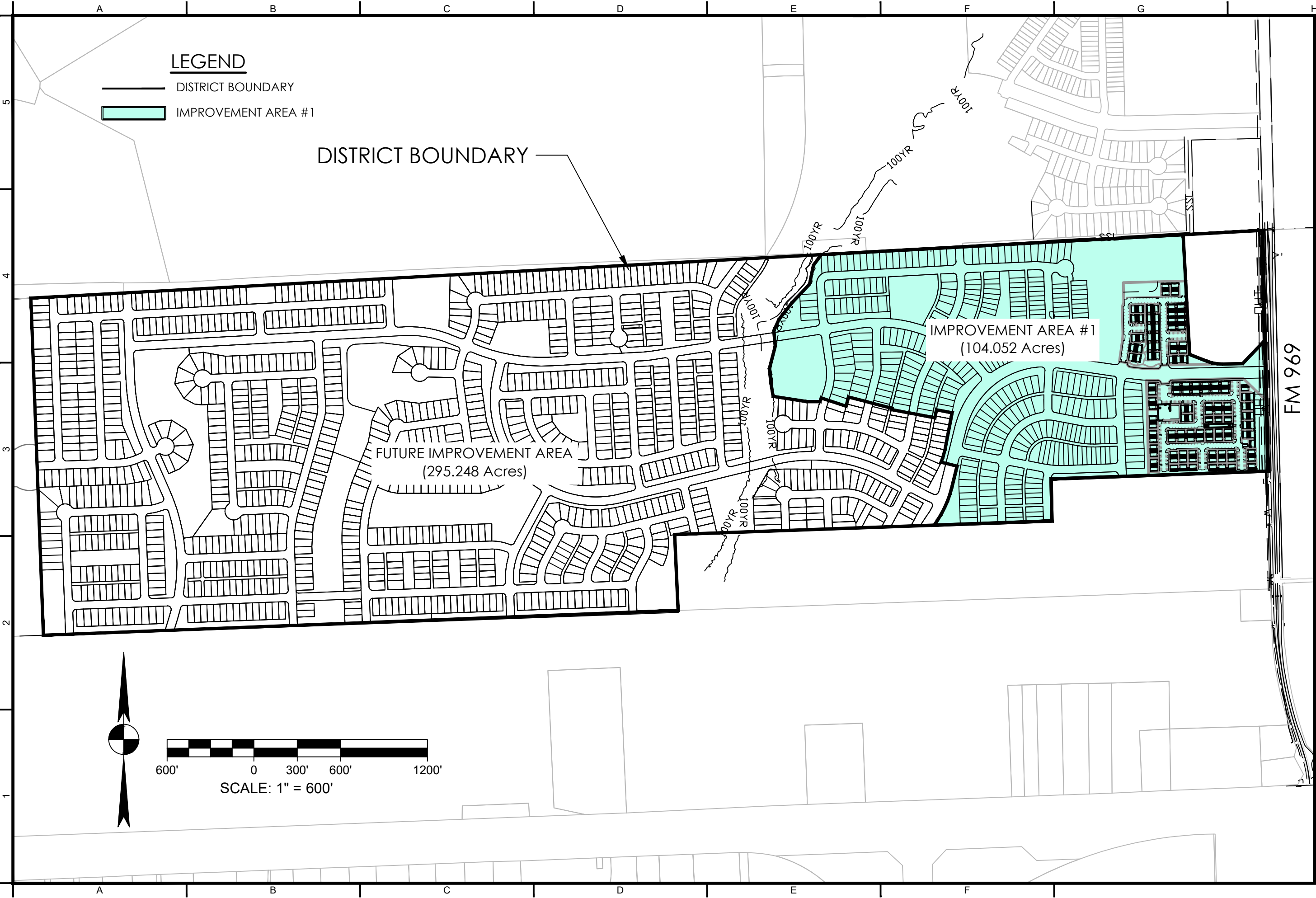


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info@mahoneyeng.com
TBPPE Registration Number F-21222
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EXHIBIT 3. IMPROVEMENT AREA #1 BOUNDARY MAP AND IMPROVEMENTS

P:\1188\10001\CAD\Phase 1_Valverde\EXHIBIT\PID 20240812\CAD\CAD\Overall_Landplan.dwg, 10/31/2024 4:17:44 PM



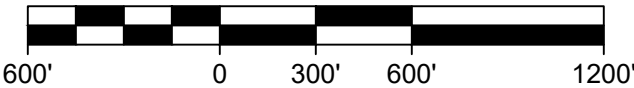
LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1

DISTRICT BOUNDARY

IMPROVEMENT AREA #1
(104.052 Acres)

FUTURE IMPROVEMENT AREA
(295.248 Acres)



SCALE: 1" = 600'

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 3

IMPROVEMENT AREA #1 BOUNDARY MAP



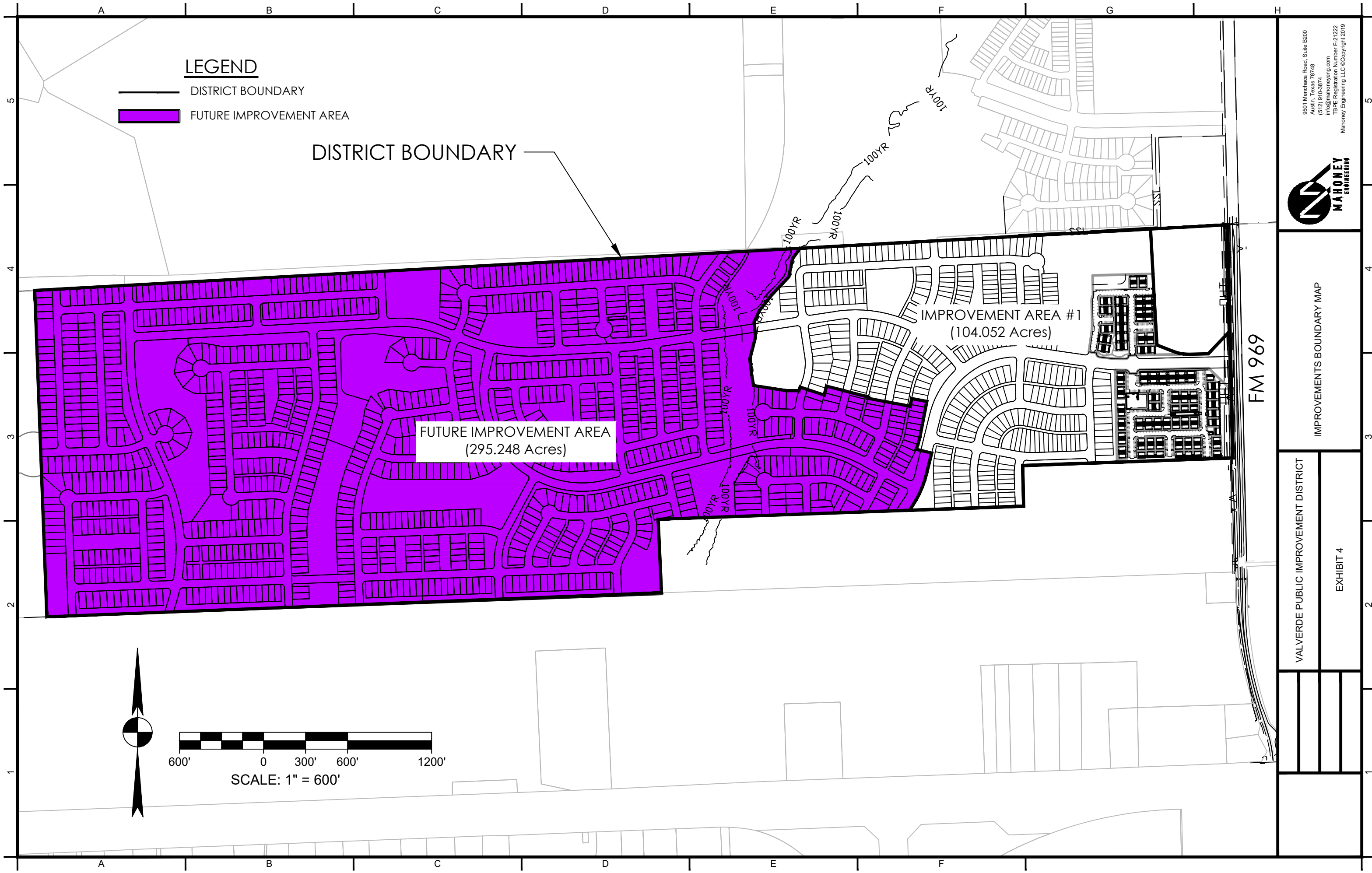
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(512) 910-5874
info@mahoneyeng.com
TBPPE Registration Number F-21222
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FM 969



EXHIBIT 4. FUTURE IMPROVEMENT AREA BOUNDARY MAP AND IMPROVEMENTS

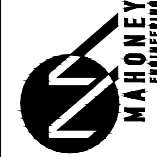
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VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 4

IMPROVEMENTS BOUNDARY MAP



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Austin, Texas 78746
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TBP# Registration Number F-21222
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EXHIBIT 5. DISTRICT LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 399.878 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas; **THENCE**, S 01° 19' 50" E, coincident with the common line of the 10.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 399.878 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 399.878 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 399.878 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract;
- 2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 399.878 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 399.878 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of

2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 399.878 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 399.878 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 399.878 acre tract, said remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.878 acre tract and the aforementioned 10.599 acre tract, for a north corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the 399.878 acre tract the 10.599 acre tract the following seven (7) courses:

1. S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of $23^{\circ}09'30''$, a chord bearing of $S\ 79^{\circ}50'37''\ E$, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
4. $N\ 88^{\circ}43'07''\ E$, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
5. $N\ 43^{\circ}41'39''\ E$, a distance of 212.04 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. $N\ 1^{\circ}19'50''\ W$, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
7. $N\ 24^{\circ}51'52''\ E$, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 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., in November 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.



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11/17/2021

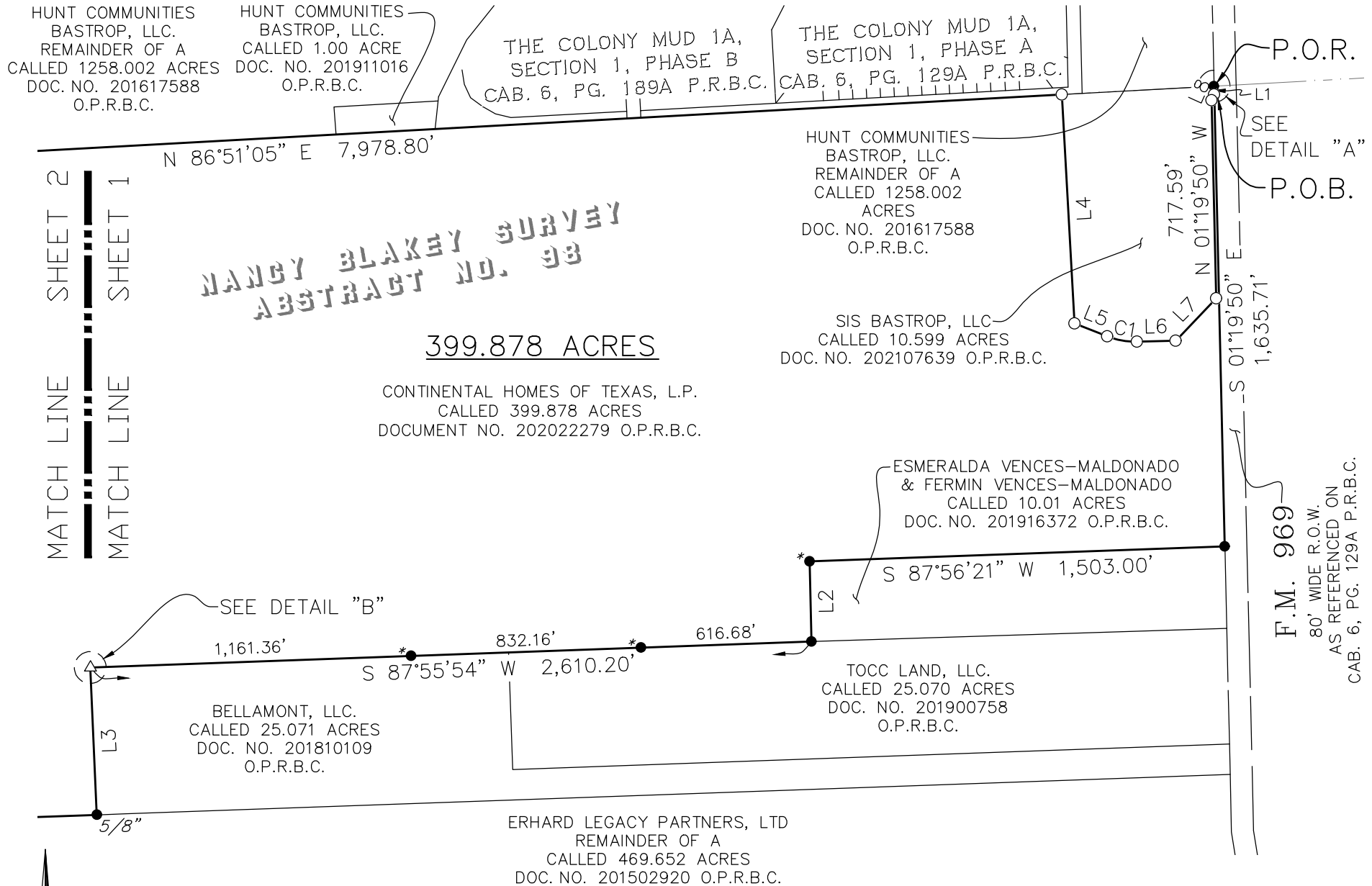
Date

Client:

Date: November 17, 2021

Job No: 8732-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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TBPELS Licensed Surveying Firm No. 10194490

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

N 86°51'05" E 7,978.80'

SEE DETAIL "C"

**NANCY BLAKEY SURVEY
ABSTRACT NO. 93**

399.878 ACRES

CONTINENTAL HOMES OF TEXAS, L.P.
CALLED 399.878 ACRES
DOCUMENT NO. 202022279 O.P.R.B.C.

MATCH LINE SHEET 2
MATCH LINE SHEET 1

SEE DETAIL "B"

THE WOODLANDS

CAB. 2, PG. 350A P.R.B.C.

N 02°07'09" W 2,332.15'

S 87°52'50" W 4,392.23'

ERHARD LEGACY PARTNERS, LTD
REMAINDER OF A
CALLED 469.652 ACRES
DOC. NO. 201502920
O.P.R.B.C.



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SCALE: 1"=500'

SHEET 5

OF 6

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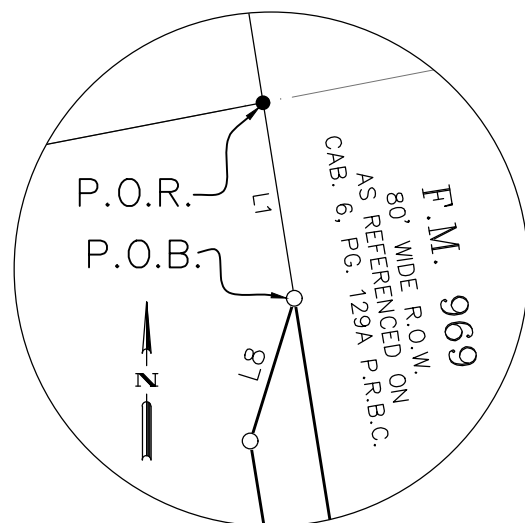
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'50" E	30.02'
L2	S 01°19'22" E	290.00'
L3	S 02°31'46" E	533.70'
L4	S 03°08'55" E	829.14'
L5	S 68°24'20" E	127.74'
L6	N 88°43'07" E	140.03'
L7	N 43°41'39" E	212.04'
L8	N 24°51'52" E	22.65'

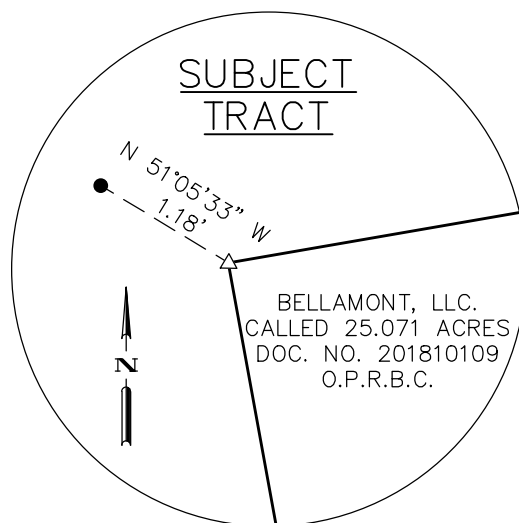
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'

LEGEND

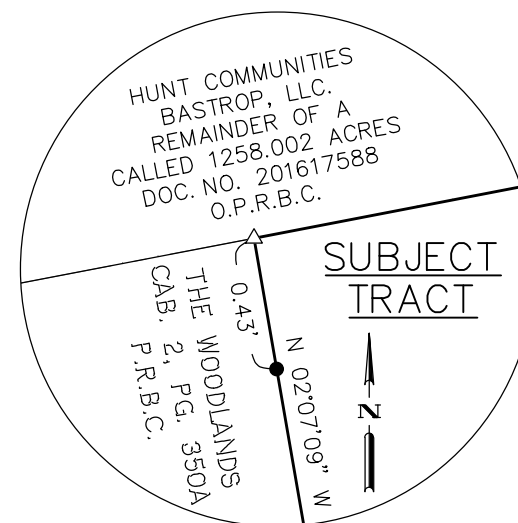
CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
* ●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2" IRON ROD W/CAP "CBD"
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.



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SCALE:	~
SHEET	6
OF	6

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EXHIBIT 6. IMPROVEMENT AREA #1 LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 104.052 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, A PORTION OF THE AMENDED PLAT OF VALVERDE SECTION 1 PHASE 1 & 2 AS RECORDED IN CABINET 8, PAGES 66-B THROUGH 69-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF VALVERDE SOUTH SUBDIVISION AS RECORDED IN CABINET 8 PAGES 54-A AND 54-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 104.052 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the common corner of said Amended plat of Valverde Section 1 Phase 1 & 2 and a called 10.599 acre tract of land as conveyed unto SIS Bastrop, LLC in Document Number 202107639 of the Official Public Records of Bastrop County, Texas, northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common line of said Amended Plat and said 10.599 acre tract the following six (6) courses:

- 1) S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 3) Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of S 79°50'37" E, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 4) N 88°43'07" E, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 43°41'39" E, a distance of 197.90 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of F.M. 969 (R.O.W. ~ 100') as dedicated in Cabinet 8, Pages 54-A & 54 B and Cabinet 8 Pages 66-B thru 69-B, both recorded in the Plat Records of Bastrop County, Texas, for the easterly northeast of said Amended Plat and the herein described tract;

THENCE, S 01°19'50" E, coincident with the common line of said Amended Plat, the aforementioned Valverde South Subdivision and said right-of-way line, a distance of 888.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north line of a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County Texas, at the southeast corner of said Valverde South Subdivision, for the southeast corner of the herein described tract;

THENCE, S 87°56'21" W, departing said right-of-way line, coincident with the common line of Valverde South Subdivision, said Amended Plat, the aforementioned remainder of the remainder of the 399.878 acre tract and said 10.01 acre tract, a distance of 1,483.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of said remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 01°19'22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the remainder of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract and said 25.070 acre tract, a distance of 814.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the right-of-way of Puerto Plata Avenue (R.O.W. ~ 80') as shown on said Amended Plat, for a southerly corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of the remainder of the 399.878 acre tract and said right-of-way line, the following three (3) courses:

- 1) N 33°20'50" E, a distance of 38.04 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;
- 2) Curving to the left, with a radius of 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of N 23°37'59" E, and a chord distance of 249.72 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 13°55'08" E, a distance of 152.24 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;

THENCE, N 76°04'52" W, departing said common line, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the west right-of-way line of Puerto Plata Avenue, for an angle point of the herein described tract;

THENCE, continuing over and across the remainder of the 399.878 acre tract the following twenty-eight (28) courses:

- 1) N 76°44'36" W, a distance of 34.40 feet to a calculated point for a corner of the herein described tract;
- 2) N 20°55'17" E, a distance of 36.54 feet to a calculated point for an angle point of the herein described tract;
- 3) N 15°39'08" E, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 4) N 10°53'55" E, a distance of 218.86 feet to a calculated point for a re-entrant corner of the herein described tract;
- 5) N 79°05'37" W, a distance of 109.72 feet to a calculated point for a re-entrant corner of the herein described tract;
- 6) S 11°42'54" W, a distance of 13.50 feet to a calculated point for a corner of the herein described tract;
- 7) N 79°11'39" W, a distance of 130.00 feet to a calculated point for an angle point of the herein described tract;
- 8) N 79°21'54" W, a distance of 55.50 feet to a calculated point for a corner of the herein described tract
- 9) N 06°21'30" E, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 10) N 79°11'39" W, a distance of 119.45 feet to a calculated point for a re-entrant corner of the herein described tract;
- 11) S 18°01'49" W, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 12) N 75°40'25" W, a distance of 188.50 feet to a calculated point for a corner of the herein described tract;
- 13) N 14°19'35" E, a distance of 22.28 feet to a calculated point for aa re-entrant corner of the herein described tract;
- 14) N 75°40'25" W, a distance of 120.00 feet to a calculated point for a re-entrant corner of the herein described tract;

- 15) S 14°19'35" W, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 16) N 71°43'22" W, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) S 18°16'38" W, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 18) N 90°00'00" W, a distance of 88.16 feet to a calculated point for an angle point of the herein described tract;
- 19) N 81°06'35" W, a distance of 238.54 feet to a calculated point for a corner of the herein described tract;
- 20) N 09°33'10" W, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 21) N 06°16'41" W, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 22) N 14°35'31" E, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;
- 23) N 04°59'40" W, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 24) N 24°20'55" E, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 25) N 37°48'33" E, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;
- 26) N 43°42'09" E, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;
- 27) N 11°34'46" E, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;
- 28) N 35°04'52" E, a distance of 89.31 feet to a calculated point on the north line of the remainder of the 399.878 acre tract and the south line of a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, said 1.00 acre tract, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, and the north line of the aforementioned Amended Plat of Valverde Section 1 Phase 1 & 2, a distance of 2,508.39 feet to the **POINT OF BEGINNING** and containing 104.052 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., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared in conjunction with this metes and bounds description.



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TBPLS Licensed Surveying Firm Number 10194490



8/27/2024
Date

Date: August 27, 2024
Job No: 8732-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

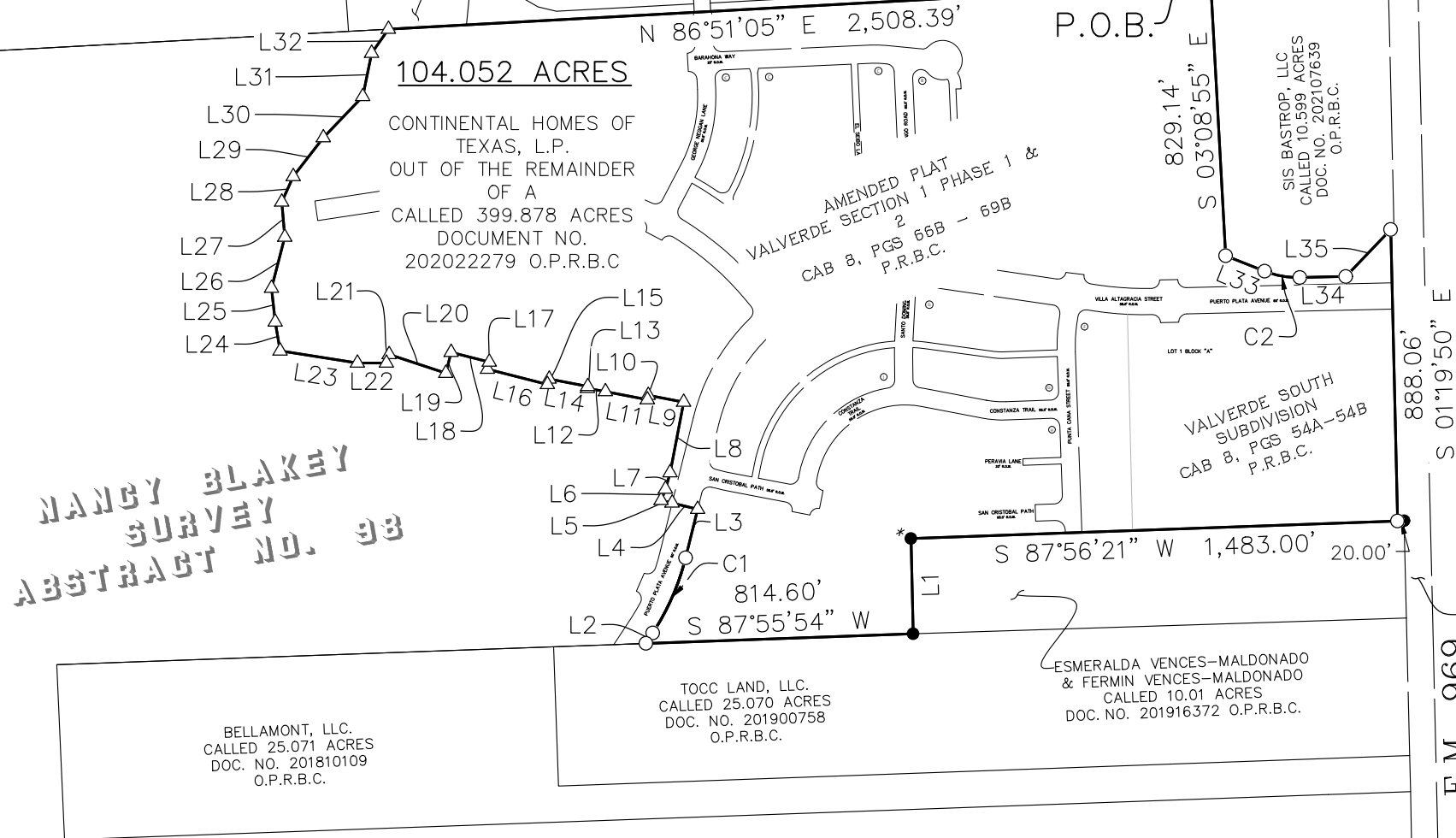
HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

HUNT COMMUNITIES BASTROP, LLC.
CALLED 1.00 ACRE
DOC. NO. 201911016
O.P.R.B.C.

THE COLONY MUD 1A, SECTION 1, PHASE B
CAB. 6, PG. 189A P.R.B.C.

THE COLONY MUD 1A, SECTION 1, PHASE A
CAB. 6, PG. 129A P.R.B.C.

HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.



NANCY BLAKEY
SURVEY
ABSTRACT NO. 98

F.M. 969

100' WIDE R.O.W.
AS DEDICATED IN
CAB. 8, PGS. 54A & 54B
P.R.B.C.
CAB. 8, PGS. 66B THRU 69B
P.R.B.C.



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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=500'

SHEET 6

OF 7

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	N 33°20'50" E	38.04'
L3	N 13°55'08" E	152.24'
L4	N 76°04'52" W	80.00'
L5	N 76°44'36" W	34.40'
L6	N 20°55'17" E	36.54'
L7	N 15°39'08" E	52.19'
L8	N 10°53'55" E	218.86'
L9	N 79°05'37" W	109.72'
L10	S 11°42'54" W	13.50'
L11	N 79°11'39" W	130.00'
L12	N 79°21'54" W	55.50'
L13	N 06°21'30" E	5.81'
L14	N 79°11'39" W	119.45'
L15	S 18°01'49" W	17.35'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	N 75°40'25" W	188.50'
L17	N 14°19'35" E	22.28'
L18	N 75°40'25" W	120.00'
L19	S 14°19'35" W	65.69'
L20	N 71°43'22" W	181.60'
L21	S 18°16'38" W	27.25'
L22	N 90°00'00" W	88.16'
L23	N 81°06'35" W	238.54'
L24	N 09°33'10" W	89.33'
L25	N 06°16'41" W	103.52'
L26	N 14°35'31" E	160.75'
L27	N 04°59'40" W	107.39'
L28	N 24°20'55" E	85.38'
L29	N 37°48'33" E	149.36'
L30	N 43°42'09" E	173.56'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L31	N 11°34'46" E	134.65'
L32	N 35°04'52" E	89.31'
L33	S 68°24'20" E	127.74'
L34	N 88°43'07" E	140.03'
L35	N 43°41'39" E	197.90'

LEGEND

CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
* ●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2" IRON ROD W/CAP "CBD"
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.92'	740.00'	19°25'41"	N 23°37'59" E	249.72'
C2	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.



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SCALE:	~
SHEET	7
OF	7

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EXHIBIT 7. FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 295.248 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING PARTIALLY OUT OF THE REMAINDER OF CALLED 399.878 ACRE TRACT OF LAND AS CONVEYED UNTO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NUMBER 202022279 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND PARTIALLY OUT OF THE RIGHT-OF-WAY OF PUERTO PLATA AVENUE (R.O.W. ~ 80') AS SHOWN ON THE AMENDED PLAT OF VALVERDE SECTION 1 PHASE 1 & 2 AS RECORDED IN CABINET 8, PAGES 66-B THROUGH 69-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, SAID 295.248 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of said 399.878 acre tract and the The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, at the northwest corner of the right-of-way of George Neggan Lane (R.O.W. ~ 55.5') as shown on said Amended Plat; THENCE, S 86°51'05" W, coincident with the common line of the remainder of the 399.878 acre tract and said The colony MUD 1A, Section 1, Phase B, a distance of 930.00 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract the following twenty-eight (28) courses:

- 1) S 35°04'52" W, a distance of 89.31 feet to a calculated point for an angle point of the herein described tract;
- 2) S 11°34'46" W, a distance of 134.65 feet to a calculated point for an angle point of the herein described tract;
- 3) S 43°42'09" W, a distance of 173.56 feet to a calculated point for an angle point of the herein described tract;
- 4) S 37°48'33" W, a distance of 149.36 feet to a calculated point for an angle point of the herein described tract;
- 5) S 24°20'55" W, a distance of 85.38 feet to a calculated point for an angle point of the herein described tract;
- 6) S 04°59'40" E, a distance of 107.39 feet to a calculated point for an angle point of the herein described tract;
- 7) S 14°35'31" W, a distance of 160.75 feet to a calculated point for an angle point of the herein described tract;

- 8) S 06°16'41" E, a distance of 103.52 feet to a calculated point for an angle point of the herein described tract;
- 9) S 09°33'10" E, a distance of 89.33 feet to a calculated point for an angle point of the herein described tract;
- 10) S 81°06'35" E, a distance of 238.54 feet to a calculated point for an angle point of the herein described tract;
- 11) N 90°00'00" E, a distance of 88.16 feet to a calculated point for a re-entrant corner of the herein described tract;
- 12) N 18°16'38" E, a distance of 27.25 feet to a calculated point for a corner of the herein described tract;
- 13) S 71°43'22" E, a distance of 181.60 feet to a calculated point for a re-entrant corner of the herein described tract;
- 14) N 14°19'35" E, a distance of 65.69 feet to a calculated point for a corner of the herein described tract;
- 15) S 75°40'25" E, a distance of 120.00 feet to a calculated point for a corner of the herein described tract;
- 16) S 14°19'35" W, a distance of 22.28 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) S 75°40'25" E, a distance of 188.50 feet to a calculated point for a re-entrant corner of the herein described tract;
- 18) N 18°01'49" E, a distance of 17.35 feet to a calculated point for a corner of the herein described tract;
- 19) S 79°11'39" E, a distance of 119.45 feet to a calculated point for a corner of the herein described tract;
- 20) S 06°21'30" W, a distance of 5.81 feet to a calculated point for a re-entrant corner of the herein described tract;
- 21) S 79°21'54" E, a distance of 55.50 feet to a calculated point for an angle point of the herein described tract;
- 22) S 79°11'39" E, a distance of 130.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 23) N 11°42'54" E, a distance of 13.50 feet to a calculated point for a re-entrant corner of the herein described tract;

- 24) S 79°05'37" E, a distance of 109.72 feet to a calculated point for a corner of the herein described tract;
- 25) S 10°53'55" W, a distance of 218.86 feet to a calculated point for an angle point of the herein described tract;
- 26) S 15°39'08" W, a distance of 52.19 feet to a calculated point for an angle point of the herein described tract;
- 27) S 20°55'17" W, a distance of 36.54 feet to a calculated point for a re-entrant corner of the herein described tract;
- 28) S 76°44'36" E, a distance of 34.40 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the west right-of-way line of the aforementioned Puerto Plata Avenue, for an angle point of the herein described tract;

THENCE, S 76°04'52" E, over and across said right-of-way, a distance of 80.00 feet to a calculated point on the common line of the remainder of the 399.878 acre tract and the east line of said right-of-way for a re-entrant corner of the herein described tract;

THENCE, coincident with said common line the following three (3) courses:

- 1) S 13°55'08" W, a distance of 152.24 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 740.00 feet, an arc length of 250.92 feet, a central angle of 19°25'41", a chord bearing of S 23°37'59" W, and a chord distance of 249.72 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) S 33°20'50" W, a distance of 38.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 399.878 acre tract and a called 25.070 acre tract of land as conveyed unto TOCC Land, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of the remainder of the 399.878 acre tract, said right-of-way, said 25.070 acre tract, and a called 25.071 acre tract of land as conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 1,795.60 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant corner of the remainder of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02°31'46" E, coincident with the common line of the remainder of the 399.878 acre tract and the 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for a south corner of 399.878 acre tract and the herein described tract;

THENCE, S 87°52'50" W, coincident with the common line of the remainder of the 399.878 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 02°07'09" W, coincident with the common line of the remainder of the 399.878 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 feet a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet to a calculated point at the common corner of the remainder of the 399.878 acre tract, said Lot 41 and on the south line of the aforementioned remaining portion of the 1,258.002 acre tract, for the northwest corner of the remainder of the 399.878 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, the remaining portion of the 1,258.002, and a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, a distance of 5,470.42 feet to the **POINT OF BEGINNING** and containing 295.248 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., in May 2024 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat with like job number and date was prepared in conjunction with this metes and bounds description.



Dion P. Albertson RPLS Number 4963
BGE, Inc.

7330 San Pedro Ave, Suite 202

San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm Number 10194490



8/27/2024

Date

Date: August 27, 2024

Job No: 8225-01

O:\00008225-01\SV\04_Finals\Drawings\8732-00 Master Improvements Area_295.248_AC.dwg, 8/26/2024 3:39 PM, Tyler Sperry

F.M. 969
80' WIDE R.O.W.
AS REFERENCED C
CAB. 6, PG. 129A P.F.

OF 8

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

N 86°51'05" E 5,470.42'

SEE DETAIL "B"

**NANCY BLAKEY SURVEY
ABSTRACT NO. 93**

295.248 ACRES

CONTINENTAL HOMES OF TEXAS, L.P.
OUT OF THE REMAINDER OF A
CALLED 399.878 ACRES
DOCUMENT NO. 202022279 O.P.R.B.C.

MATCH LINE SHEET 2
MATCH LINE SHEET 1

SEE DETAIL "A"

S 87°52'50" W 4,392.23'

ERHARD LEGACY PARTNERS, LTD
REMAINDER OF A
CALLED 469.652 ACRES
DOC. NO. 201502920
O.P.R.B.C.



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SCALE: 1"=500'

SHEET 6

OF 8

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THE WOODLANDS

CAB. 2, PG. 350A P.R.B.C.

N 02°07'09" W 2,332.15'



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 35°04'52" W	89.31'
L2	S 11°34'46" W	134.65'
L3	S 43°42'09" W	173.56'
L4	S 37°48'33" W	149.36'
L5	S 24°20'55" W	85.38'
L6	S 04°59'40" E	107.39'
L7	S 14°35'31" W	160.75'
L8	S 06°16'41" E	103.52'
L9	S 09°33'10" E	89.33'
L10	S 81°06'35" E	238.54'
L11	N 90°00'00" E	88.16'
L12	N 18°16'38" E	27.25'
L13	S 71°43'22" E	181.60'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	N 14°19'35" E	65.69'
L15	S 75°40'25" E	120.00'
L16	S 14°19'35" W	22.28'
L17	S 75°40'25" E	188.50'
L18	N 18°01'49" E	17.35'
L19	S 79°11'39" E	119.45'
L20	S 06°21'30" W	5.81'
L21	S 79°21'54" E	55.50'
L22	S 79°11'39" E	130.00'
L23	N 11°42'54" E	13.50'
L24	S 79°05'37" E	109.72'
L25	S 10°53'55" W	218.86'
L26	S 15°39'08" W	52.19'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L27	S 20°55'17" W	36.54'
L28	S 76°44'36" E	34.40'
L29	S 76°04'52" E	80.00'
L30	S 13°55'08" W	152.24'
L31	S 33°20'50" W	38.04'
L32	S 02°31'46" E	533.70'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.92'	740.00'	19°25'41"	S 23°37'59" W	249.72'

BEARING ORIENTATION IS BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE
4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE
VALUES. COMBINED SCALE FACTOR IS 0.99998269.



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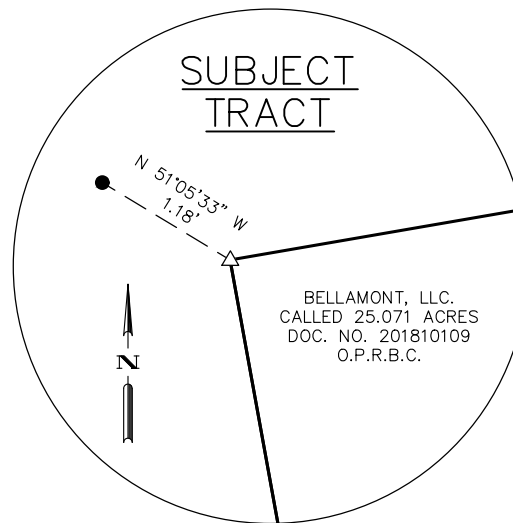
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OF	8

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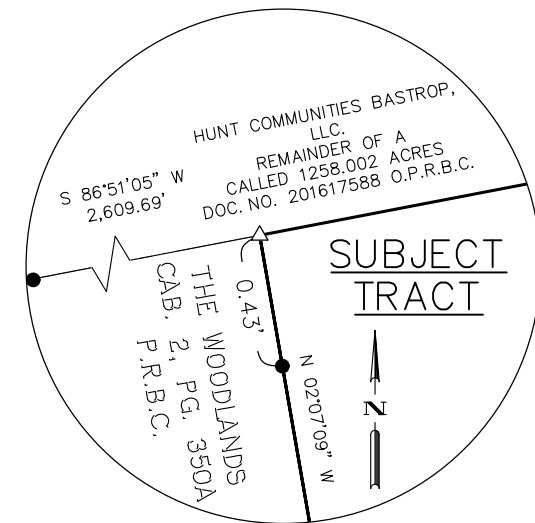
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
* ●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2" IRON ROD W/CAP "CBD"
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.



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SCALE:	~
SHEET	8
OF	8

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EXHIBIT 8. IMPROVEMENT AREA #1 IMPROVEMENT AREA LOT TYPES



EXHIBIT 9. ENGINEERS' OPINION OF PROBABLE COST

ENGINEERS PRELIMINARY OPINION
OF PROBABLE CONSTRUCTION COSTS
FOR PID FINANCING

PROJECT: Valverde Development

BASED ON: Concept Plan

	IMPROVEMENT AREA 1				FUTURE					
Phase	Streets	Water	Wastewater	Drainage	Streets	Water	Wastewater	Drainage	TOTAL	# LOTS
PHASE 1	\$ 2,894,670.75	\$ 1,062,192.00	\$ 561,530.75	\$ 3,511,153.50					\$ 8,029,547.00	-
PHASE 2	\$ 1,723,434.25	\$ 902,580.00	\$ 689,072.25	\$ 807,862.00					\$ 4,122,948.50	174
PHASE 3	\$ 2,019,471.25	\$ 852,515.00	\$ 829,234.75	\$ 1,156,287.00					\$ 4,857,508.00	178
PHASE 4					\$ 1,989,237.86	\$ 696,989.57	\$ 638,053.02	\$ 1,228,289.55	\$ 4,552,570.00	94
PHASE 5					\$ 4,165,827.23	\$ 934,069.38	\$ 852,747.56	\$ 1,460,955.83	\$ 7,413,600.00	128
PHASE 6					\$ 3,997,833.21	\$ 858,928.56	\$ 787,233.33	\$ 1,453,684.90	\$ 7,097,680.00	115
PHASE 7					\$ 1,825,111.76	\$ 972,521.73	\$ 892,762.19	\$ 1,844,884.32	\$ 5,535,280.00	129
PHASE 8					\$ 1,680,690.45	\$ 946,449.31	\$ 870,554.90	\$ 1,730,755.34	\$ 5,228,450.00	124
PHASE 9					\$ 3,381,607.76	\$ 1,100,729.38	\$ 1,008,167.53	\$ 1,958,745.33	\$ 7,449,250.00	148
PHASE 10					\$ 1,119,978.28	\$ 808,965.31	\$ 697,947.34	\$ 1,740,451.27	\$ 4,367,342.20	122
PHASE 11					\$ 468,000.00	\$ 794,395.93	\$ 734,183.76	\$ 1,484,221.70	\$ 3,480,801.38	101
PHASE 12					\$ 468,000.00	\$ 647,203.04	\$ 593,914.01	\$ 1,077,484.98	\$ 2,786,602.03	86
PHASE 13										250
TOTAL	\$ 6,637,576.25	\$ 2,817,287.00	\$ 2,079,837.75	\$ 5,475,302.50	\$ 19,096,286.54	\$ 7,760,252.21	\$ 7,075,563.63	\$ 13,979,473.23	\$ 64,921,579.12	1,649

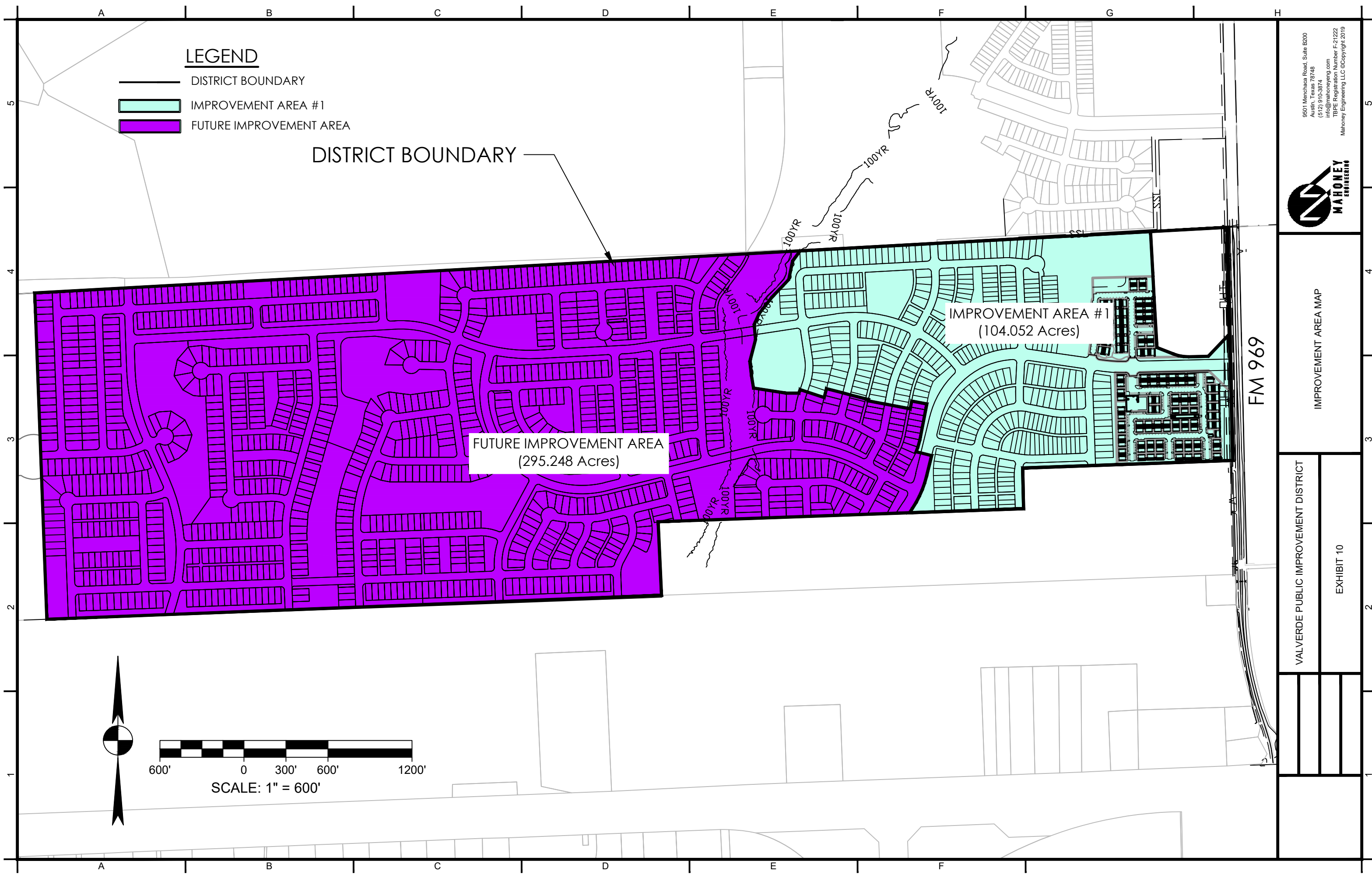
Notes:

Landscape and Street Lighting costs not included
Above cost estimate is preliminary and shall not be used for construction purposes
***Does not include dry utilites



EXHIBIT 10.OVERALL IMPROVEMENTS AREA MAP

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LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- FUTURE IMPROVEMENT AREA

DISTRICT BOUNDARY

FUTURE IMPROVEMENT AREA
(295.248 Acres)

IMPROVEMENT AREA #1
(104.052 Acres)

FM 969

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 10

IMPROVEMENT AREA MAP

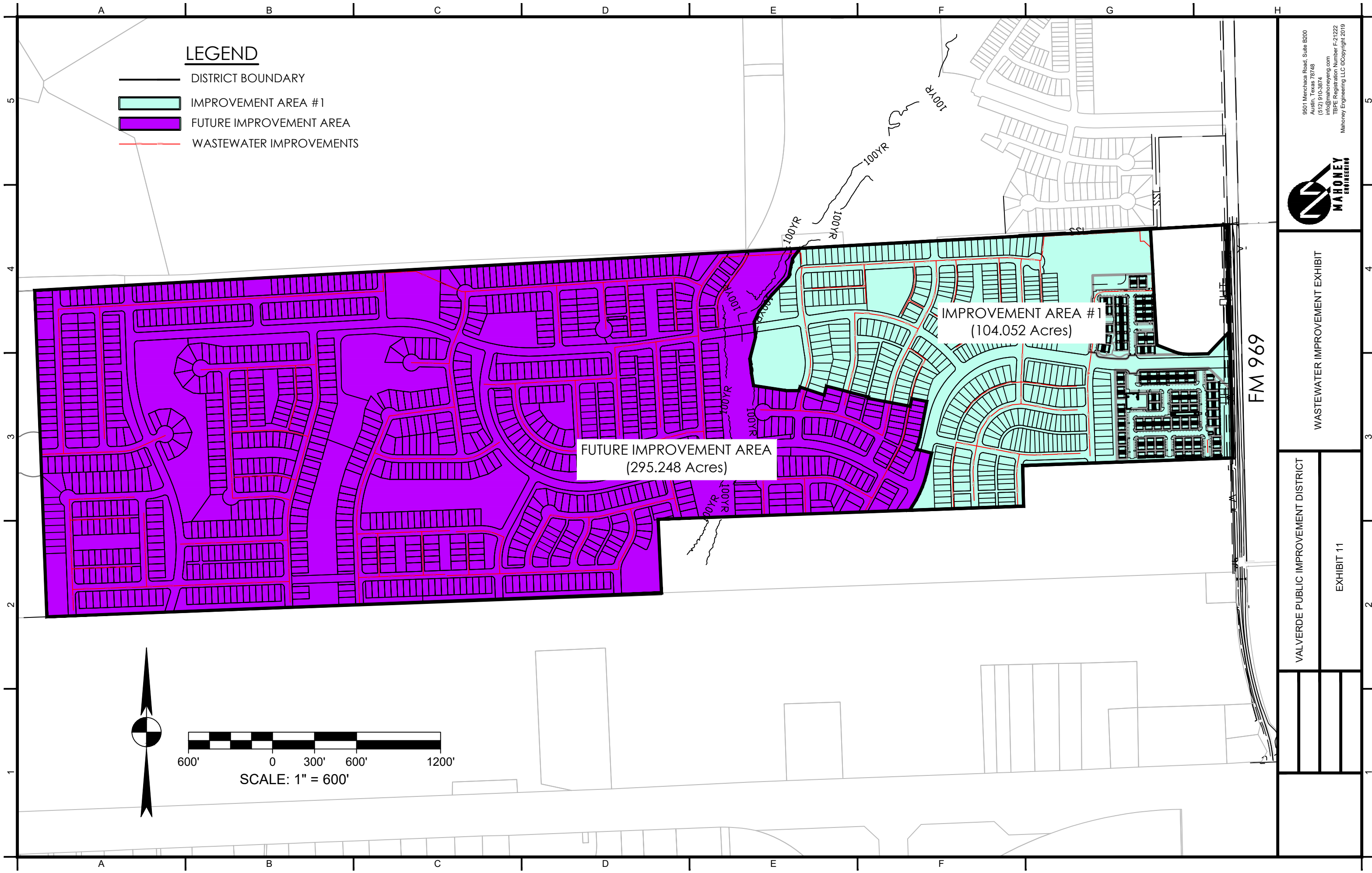


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TBP Registration Number F-21222
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EXHIBIT 11.OVERALL IMPROVEMENTS MAP: WASTEWATER

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VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 11

WASTEWATER IMPROVEMENT EXHIBIT

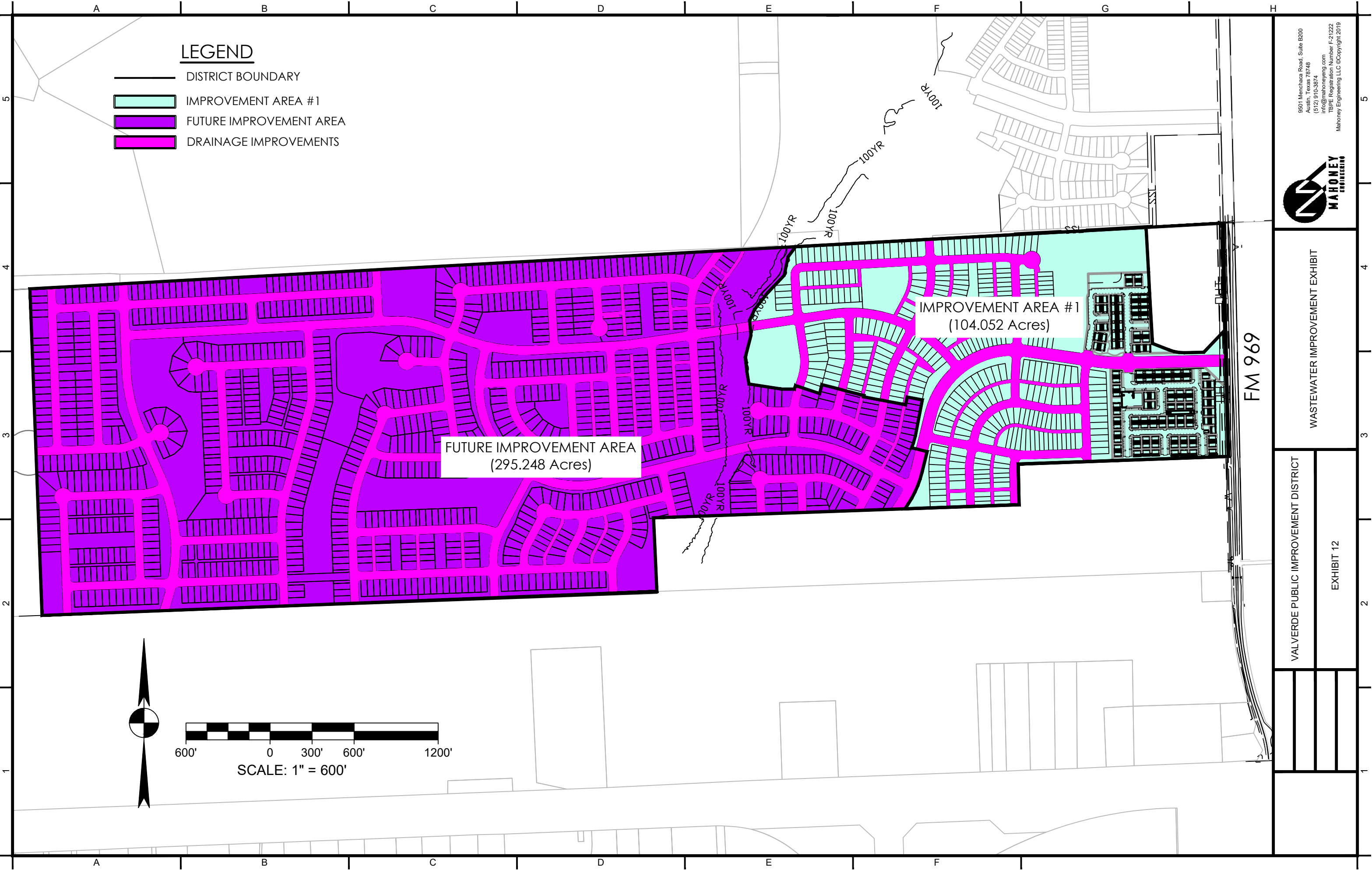


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EXHIBIT 12.OVERALL IMPROVEMENT MAPS: DRAINAGE

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VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 12

WASTEWATER IMPROVEMENT EXHIBIT

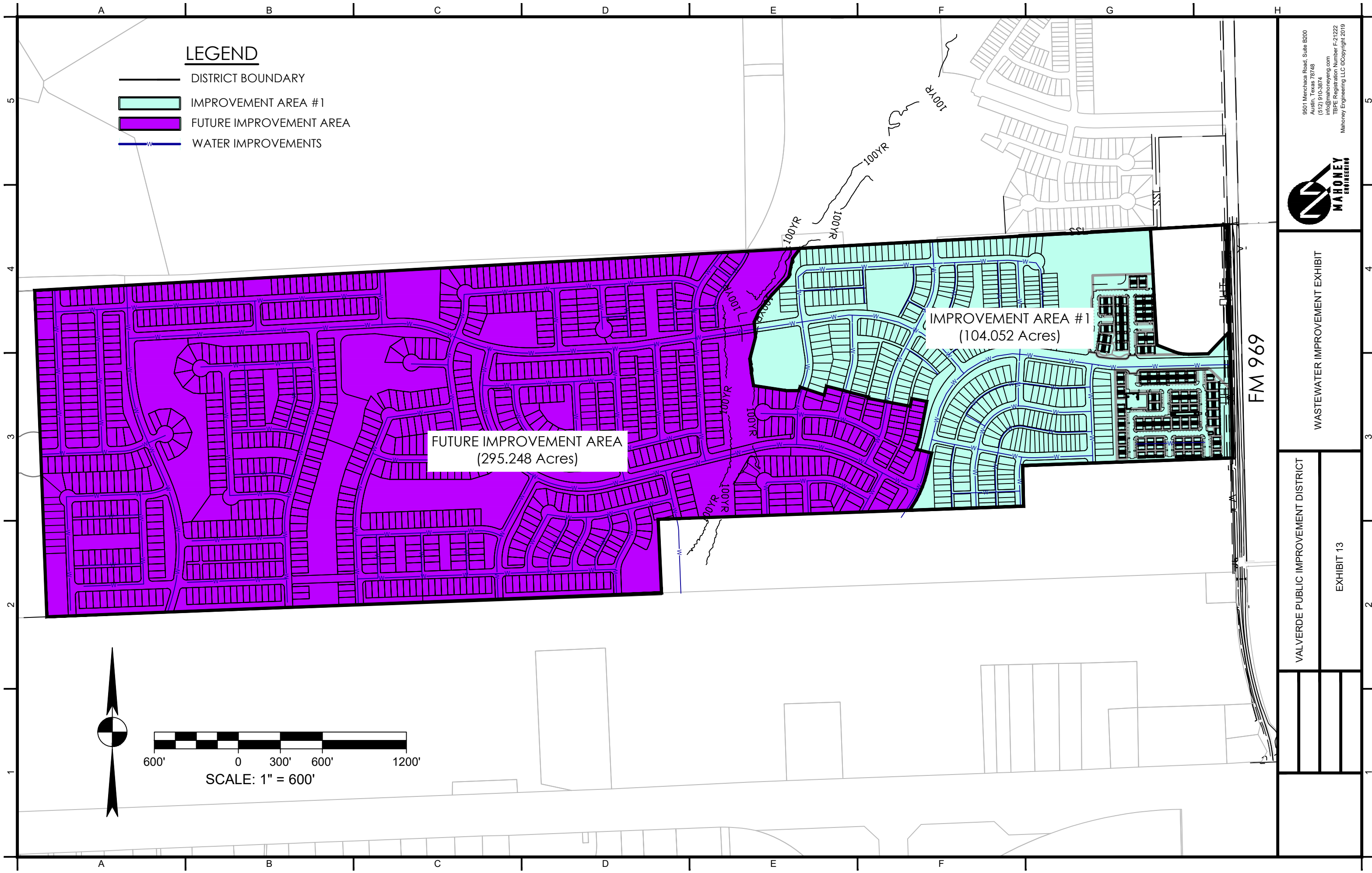


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EXHIBIT 13.OVERALL IMPROVEMENTS MAP: POTABLE WATER

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VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 13

WASTEWATER IMPROVEMENT EXHIBIT



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EXHIBIT 14.OVERALL IMPROVEMENTS MAP: STREETS

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