



AMENDED TO ADD 8B

October 13, 2026
Regular City Council Meeting at 6:30 PM

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Brodie Farquhar, Maya Owen, and Elara Owen, 5th grade

Emile Elementary Safety Patrol Squad

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

3. INVOCATION - Chaplain Lauren Hansell, Bastrop Prayer and Healing Room

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

[4D.](#) PROCLAMATION - National Chiropractic Health Month

5. WORK SESSIONS/BRIEFINGS

6. STAFF AND BOARD REPORTS

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker. Speakers will be asked to indicate whether they are a resident or non-resident of the City of Bastrop.

8. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

[8A.](#) Consider and act to approve Resolution No. R-2026-143 supporting the Bastrop Housing Authority's application to the St. David's Foundation Housing + Health Capital Call.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

[8B.](#) Consider and act on Resolution No. R-2026-141, approving the location of the BTX Love Locks Sculpture and authorizing the City Manager to execute a TxDOT Multiple Use Agreement.

Submitted by: Michaela Joyce, Discover Bastrop Director

[8C.](#) Consider and act to approve the Bastrop City Council minutes from the September 22nd City Council Regular Meeting, and the September 29th City Council Special Meeting.

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

9. ITEMS FOR INDIVIDUAL CONSIDERATION

[9A.](#) Consider and take action on Resolution No. 2026-142 of the City Council of the City of Bastrop, Texas, determining the costs of the proposed public improvements in the Valverde Public Improvement District (PID), approving the Proposed Assessment Roll for **Improvement Area No. 2**, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code.

Submitted by Judy Sandroussi, Finance Director

- 9B. Consider action to approve the first reading of Ordinance No. 2026-40 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the October 27, 2026, City Council Consent Agenda for a second reading.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

- 9C. Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-19, on a request for Voluntary Annexation for +/-221.825 acres of land out of the Mozea Rousseau Survey, Abstract No. 56, described in instrument to Palms Properties, LLC recorded in Document No. 202401151 of the Official Public Records of Bastrop County, Texas, located in Bastrop County, Texas within the City of Bastrop Statutory Extraterritorial Jurisdiction, located east of Farm to Market 20, and south of State Highway 71, more commonly known as "Bastrop West"; as attached in Exhibit A; and move to include on the October 27, 2026, Consent Agenda for a second reading.

Submitted by: James E. Cowey, Director of Development Services

- 9D. Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-39, amending the Municipal Service Plan for +/-169.971 acres of land out of the Nancy Blakey Survey, Abstract No. 98, conveyed to Palm Properties, LLC recorded in Document No. 201903965 of the Official Public Records of Bastrop County, Texas located within the city limits of the City of Bastrop, Texas, located east of Farm to Market 20, and south of State Highway 71, more commonly known as "Bastrop West"; as shown in Exhibit A; and move to include on the October 27, 2026, Consent Agenda for a second reading.

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

10. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: October 5, 2026 at 5:45 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, TRMC, CMC, CPM

City Secretary

Proclamation



BASTROPTX
Heart of the Lost Pines / Est. 1832

Item 4D.

WHEREAS, Chronic musculoskeletal pain is a widespread problem in the United States and around the world due to factors such as the aging population, an increase in obesity, and sedentary lifestyles;

WHEREAS, Worldwide, back pain is the single leading cause of disability and historically one of the most common reasons why people are prescribed opioid pain medications;

WHEREAS, The number of people worldwide living with back pain is projected to increase by 36% to more than 800 million over the next 30 years;

WHEREAS, Pain medications have for years been the go-to treatment for musculoskeletal conditions; however, research today shows that opioid pain medications are not a good strategy for managing chronic low back pain long term and many people prefer better, safer options to manage their pain;

WHEREAS, Clinical guidelines from leading healthcare organizations such as the CDC and the American College of Physicians now encourage patients with common musculoskeletal pain to try non-drug treatments first;

WHEREAS, Research studies demonstrate that patients who receive chiropractic services first may be able to significantly reduce or eliminate their reliance on prescription opioids;

WHEREAS, Doctors of chiropractic are experts in musculoskeletal health and offer a variety of non-drug approaches to treat musculoskeletal conditions such as back pain, neck pain, joint pain and tension headaches, along with advice on nutrition, injury prevention, ergonomics, and lifestyle modifications for optimal health and wellness;

WHEREAS, With the theme “Get Started with Chiropractic,” National Chiropractic Health Month 2026 reminds citizens of Bastrop, Texas, that chiropractors can help them maintain and improve their musculoskeletal health throughout their lifetime and may also help reduce their need for prescription pain medications for common musculoskeletal conditions.

THEREFORE, BE IT RESOLVED that the city of Bastrop, Texas, officially joins with the American Chiropractic Association (ACA) and Texas Chiropractic Association (TCA) in proclaiming the month of October 2026 as:

NATIONAL CHIROPRACTIC HEALTH MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bastrop to be affixed this 13th day of October 2026.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary





STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Consider and act to approve Resolution No. R-2026-143 supporting the Bastrop Housing Authority's application to the St. David's Foundation Housing + Health Capital Call.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

BACKGROUND/HISTORY:

The Bastrop Housing Authority (BHA) is applying for capital funding through the St. David's Foundation Housing + Health initiative. This opportunity provides financial support for projects that preserve and improve existing affordable housing, recognizing the direct connection between stable housing and community health outcomes.

BHA's project seeks to complete critical capital improvements and final-mile construction needs necessary to preserve its existing affordable housing units. These improvements will ensure continued safety, sustainability, and long-term habitability for residents who rely on these homes.

The City of Bastrop has historically supported local partners that enhance housing stability and affordability. Grant support from St. David's Foundation would bring additional resources into the community and strengthen the City's overall efforts to maintain accessible housing options for low-income households, seniors, and vulnerable populations.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution R-2026-143
2. Letter of Support

RESOLUTION NO. R-2026-143**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, SUPPORTING THE BASTROP HOUSING AUTHORITY'S APPLICATION TO THE ST. DAVID'S FOUNDATION HOUSING + HEALTH CAPITAL CALL; AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, the Bastrop Housing Authority ("BHA") provides and maintains affordable housing opportunities for residents of the City of Bastrop and surrounding community; and

WHEREAS, the BHA is applying for capital funding through the St. David's Foundation Housing + Health Capital Call, an initiative that provides financial support for projects that preserve and improve existing affordable housing and recognizes the connection between stable housing and community health outcomes; and

WHEREAS, the BHA's proposed project seeks funding for critical capital improvements and final-mile construction needs necessary to preserve and maintain its existing affordable housing units; and

WHEREAS, completion of these improvements will support the continued safety, sustainability, and long-term habitability of housing serving residents who rely on affordable housing opportunities; and

WHEREAS, the City of Bastrop recognizes the importance of maintaining safe, stable, and affordable housing options for low-income households, seniors, and other vulnerable populations; and

WHEREAS, the City of Bastrop has historically supported efforts by local partners that enhance housing stability and affordability and strengthen the community; and

WHEREAS, the City Council finds that additional investment in existing affordable housing can provide benefits to the broader community by supporting housing stability and contributing to positive community health outcomes; and

WHEREAS, the City Council desires to express its support for the Bastrop Housing Authority's application to the St. David's Foundation Housing + Health Capital Call.

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

Section 1. The City Council of the City of Bastrop hereby expresses its support for the Bastrop Housing Authority's application to the St. David's Foundation Housing + Health Capital Call for funding to support critical capital improvements and final-mile construction needs associated with the preservation and improvement of existing affordable housing.

Section 2. The City Council recognizes the importance of preserving safe, sustainable, and habitable affordable housing and supports efforts to leverage outside funding resources for improvements to existing affordable housing within the community.

Section 3. This Resolution constitutes an expression of support for the Bastrop Housing Authority's grant application and does not create any financial obligation, funding commitment, or guarantee by the City of Bastrop unless separately authorized by the City Council in accordance with applicable law.

Section 4. The City Secretary is authorized to certify and attest to the adoption of this Resolution and to take any other actions necessary to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, on this ____ day of _____, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, TRMC, CMC, CPM
City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



RESOLUTION R-2026-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE LOCATION FOR THE INSTALLATION OF THE BTX LOVE LOCKS SCULPTURE WITHIN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ON THE EAST SIDE OF THE COLORADO RIVER ADJACENT TO THE OLD IRON BRIDGE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE NECESSARY ACTIONS TO OBTAIN APPROVAL FROM THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the “City”) is undertaking the rehabilitation and preservation of the historic Old Iron Bridge over the Colorado River; and

WHEREAS, prior to the commencement of rehabilitation work, numerous padlocks and other “love locks” that had been attached to the Old Iron Bridge were safely removed and retained; and

WHEREAS, the City desires to preserve and incorporate the removed locks into a public art installation known as the “BTX Love Locks Sculpture,” consisting of large-scale “BTX” letters designed to house the previously removed locks and provide a designated location for members of the public to attach new locks; and

WHEREAS, the BTX Love Locks Sculpture is intended to preserve a visual representation of the locks historically placed on the Old Iron Bridge while encouraging future locks to be placed on the sculpture rather than directly on the historic bridge structure; and

WHEREAS, the City has identified a proposed location for the BTX Love Locks Sculpture on the east side of the Colorado River adjacent to the Old Iron Bridge, as generally depicted in Exhibit “A,” attached hereto and incorporated herein; and

WHEREAS, the proposed location lies within right-of-way under the jurisdiction of the Texas Department of Transportation (“TxDOT”), and installation of the sculpture is therefore subject to review, approval, and execution of any agreements required by TxDOT; and

WHEREAS, the City Council finds that the proposed sculpture will contribute to the attractiveness of the area surrounding the Old Iron Bridge, promote public art and placemaking, preserve an element of the bridge's recent history, and provide an appropriate location for the continuation of the love-lock tradition without attaching locks directly to the bridge.

WHEREAS, the costs associated with the fabrication and installation of the BTX Love Locks Sculpture will be funded through Bond 2025 Quality of Life Funds; and

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

Section 1: The foregoing recitals are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are incorporated into this Resolution for all purposes.

Section 2: The City Council hereby approves the proposed location of the BTX Love Locks Sculpture on the east side of the Colorado River adjacent to the Old Iron Bridge, within

TxDOT right-of-way, as generally depicted in Exhibit "A." A conceptual rendering of the sculpture is attached as Exhibit "B."

Section 3: The City Council authorizes the City Manager, or designee, to take all actions reasonably necessary to obtain approval from the Texas Department of Transportation for installation of the BTX Love Locks Sculpture at the approved location, including completion of the required Multiple Use Agreement process and any related applications, exhibits, plans, or documentation required by TxDOT.

Section 4: Should any portion or provision of this Resolution be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining portions of this Resolution, which shall remain in full force and effect.

Section 5: All resolutions or portions thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6: This Resolution shall become effective immediately upon its passage and adoption.

Section 7: The City Council finds that the meeting at which this Resolution was considered and adopted was properly posted and conducted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of October 2026.

APPROVED:

Ishmel Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Consider and act on Resolution No. R-2026-141, approving the location of the BTX Love Locks Sculpture and authorizing the City Manager to execute a TxDOT Multiple Use Agreement.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

As part of the Old Iron Bridge rehabilitation project, locks previously attached to the bridge were safely removed and retained.

Staff is proposing the BTX Love Locks Sculpture as a public art installation that will incorporate the removed locks within the sculpture and provide a designated location for visitors to attach new locks. The goal is to preserve this tradition while discouraging future locks from being placed directly on the historic bridge.

The proposed sculpture location is on the east side of the Colorado River adjacent to the Old Iron Bridge, within TxDOT right-of-way. Council approval is needed to support the location and allow staff to proceed with the required TxDOT Multiple Use Agreement prior to installation.

FISCAL IMPACT:

The BTX Love Locks Sculpture will be funded through Bond 2025 Quality of Life Funds. No additional funding is requested as part of this item.

RECOMMENDATION:

Michaela Joyce, Discover Bastrop Director, recommends approval of Resolution No. R-2026-141, approving the proposed location of the BTX Love Locks Sculpture and authorizing the City Manager or designee to complete the necessary TxDOT approval and Multiple Use Agreement process.

ATTACHMENTS:

1. Resolution No. R-2026-141
2. Exhibit A – Proposed BTX Love Locks Sculpture Location
3. Exhibit B – BTX Love Locks Sculpture Conceptual Rendering

Exhibit A

Proposed BTX Love Locks Sculpture Location



Exhibit B

BTX Love Locks Sculpture Conceptual Rendering





STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Consider and act to approve the Bastrop City Council minutes from the September 22nd City Council Regular Meeting, and the September 29th City Council Special Meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council minutes from the September 22nd City Council Regular Meeting, and the September 29th City Council Special Meeting

ATTACHMENTS:

- DRAFT September 22nd City Council Special Meeting
- DRAFT September 29th City Council Regular Meeting

**CITY OF BASTROP
BASTROP CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, September 22, 2026**

The Bastrop City Council met in a Regular Meeting at 6:30 p.m. on Tuesday, September 22, 2026, at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Ishmael Harris, Council Member Cynthia Meyer, Council Member Kerry Fossler, Council Member Perry Lowe, Council Member Kevin Plunkett

Council Members Absent

Mayor Pro-Tem John Kirkland

Staff Present

City Manager Sylvia Carrillo-Trevino	Assistant City Manager/ Fire Chief Andres Rosales
City Secretary Michael Muscarello	Deputy City Secretary Nichole Heinrich
City Attorney Charles Zech	Assistant to the City Manager Vivianna Andres
Public Information Manager Colin Guerra	Main Street Director Michaela Joyce
Finance Director Judy Sandroussi	
Development Services Director James Cowey	

1. CALL TO ORDER

With a quorum present, Mayor Harris called the Regular City Council Meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE - United States of America and Texas Flags

Emma Yañez and Isabella Yañez led the Pledge of Allegiance.

3. INVOCATION

Chaplain Bob Long, Bastrop Police Chaplain, delivered the Invocation.

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

- **Project Updates**

4D. PROCLAMATION - National Bullying Prevention and Domestic Violence Awareness Month

The proclamation was read and signed by Mayor Ishmael Harris.

5. WORK SESSIONS/BRIEFINGS

None

6. STAFF AND BOARD REPORTS

Receive a presentation on the unaudited Monthly Financial Report for the period ending August 2026 (unaudited).

Submitted by: Judy Sandroussi, Finance Director

7. CITIZEN COMMENT(S)

Citizen(s) addressing the City Council on an item, not on the agenda: Keith Ahlborn, Dustin Vegas, Judah Ross, Renee Gjere, Joel Crounse, Jenny Almon, Kim Chapman, Chantelle Hulet, Damian Quiroz, Mark Murphy, Daniel Gonzales, Naomi Gonzales, Farah Presley, Kaycee Shilt, Michael Schilt, Brenda Ellsworth, Trever Ellsworth, June Ahlborn, Rayna Ellsworth, Maria Chronis, Peggy Dimmick, Ashley Nolette, Melanie Mullins, Cody McLain, John Koslowske, Rachelle Hulse, Darcy Long, Victoria Kreitner, Monique Kilcullen, Gina O'Brien, David Staudt, Deanna Dezarrn, Deonte Watkins, Chris Dezarrn, Rosalio Flores, Locke Rowley, Bill Ray, Dennis Butler, Lacy Shaw, Julio Ruiz, Aundrea Vegas, Pamela White, Courtney Nodurft, Claressa Reed, Jennifer Almon, Tyler Nodurft, Janelle Lowden, Faye Ellen Montgomery, Ken Del-Rio, Alex Henley, Harold Crowson, Mary Martin, Minerva Del-Rio, Jeff Ahlborn, Audrey Ahlborn, Ethan Ahlborn, Courtney Caliendo, Jo Wysocki, Vivienne Ahlborn, Wendy Jurney, Jody Erb, and Julie Murphy.

Citizen(s) addressing the City Council on an item, on the agenda: Heather Greene, Jodie Smith, Nancy Leos, Ray Leal and Isabel Leal.

8. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

Mayor Harris called for requests to remove any item from the Consent Agenda for separate discussion. No items were removed from the consent agenda.

8A. Consider action to approve the second reading of Ordinance No. 2026-33, amending the Code of Ordinances, Chapter 12, titled "Traffic and Vehicle," Article 12.06.003 titled "Restricted Parking Near Schools" amended to read as described and attached hereto as Exhibit A; and provide for an effective date.

Submitted by: Vicky Steffanic, Chief of Police

- 8B. **Consider and act on Resolution No. R-2026-13, ratifying and approving a Memorandum of Understanding between the City of Bastrop and the Texas Division of Emergency Management relating to participation in the Texas Emergency Management Assistance Teams Program, as attached in Exhibit A.**

Submitted by: Andres Rosales, Assistant City Manager

- 8C. **Consider and act to approve the Bastrop City Council minutes from the September 1st City Council Special Meeting, September 8th City Council Regular Meeting, and September 15th City Council Special Meeting.**

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

MOTION: Council Member Plunkett made a motion to approve the consent agenda as presented. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

Mayor Harris amended the order of the agenda moving to item 9C.

- 9C. **Consider action to approve Resolution No. R-2026-132 of the City Council of the City of Bastrop, Texas, confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.**

Submitted by: Michael Muscarello, TRMC, CMC, CPM, City Secretary

MOTION: Council Member Meyer made a motion to approve Resolution No. R-2026-132 of the City Council of the City of Bastrop, Texas, confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date. Council Member Fossler seconded the motion. Council voted 4-0. Motion carried.

Mayor Harris amended the order of the agenda moving to item 9A.

- 9A. **Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-37, amending the Municipal Service Plan for +/-12.95 acres of land out of the Nancy Blakey Survey, Abstract No. 98, out of the remainder of a called +/-30.00 acre tract conveyed to Erhard Legacy Partners, LTD., a Texas Limited Partnership, recorded in Document No. 201502919 of the Official Public Records of Bastrop County, Texas located within the city limits of the City of Bastrop, Texas, located**

east of Edward Burleson Lane, and north of State Highway 71, more commonly known as “Burleson Crossing East”, as shown in Exhibit “A”; and move to include on the October 13, 2026, Consent Agenda for a second reading.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

Mayor Harris opened the public hearing at 7:38 p.m. No one spoke. Mayor Harris closed the public hearing at 7:38 p.m.

MOTION: Council Member Meyer made a motion to approve the first reading of Ordinance No. 2026-37, amending the Municipal Service Plan for +/-12.95 acres of land out of the Nancy Blakey Survey, Abstract No. 98, out of the remainder of a called +/-30.00 acre tract conveyed to Erhard Legacy Partners, LTD., a Texas Limited Partnership, recorded in Document No. 201502919 of the Official Public Records of Bastrop County, Texas located within the city limits of the City of Bastrop, Texas, located east of Edward Burleson Lane, and north of State Highway 71, more commonly known as “Burleson Crossing East”, as shown in Exhibit “A”; Council Member Fossler seconded the motion. Council voted 4-0. Motion carried.

- 9B. Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-38, amending the Municipal Service Plan for +/-56.620 acres of land out of the Nancy Blakey Survey, Abstract No. 98, being a portion of the Reserve tract out of the plat of the Lone Star Storage Subdivision, and also being a portion of that certain +/-74.974 acre tract described in instrument to PRC 01 Bastrop, LLC recorded in Document No. 202200112 of the Official Public Records of Bastrop County, Texas, located within the city limits of the City of Bastrop, Texas, east of FM 969, and north of State Highway 71, more commonly known as “Pearl River/Sendero”, as shown in Exhibit “A”; and move to include on the October 13, 2026, Consent Agenda for a second reading.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

Mayor Harris opened the public hearing at 7:40 p.m. No one spoke. Mayor Harris closed the public hearing at 7:40 p.m.

MOTION: Council Member Plunkett made a motion to approve the first reading of Ordinance No. 2026-38, amending the Municipal Service Plan for +/-56.620 acres of land out of the Nancy Blakey Survey, Abstract No. 98, being a portion of the Reserve tract out of the plat of the Lone Star Storage Subdivision, and also being a portion of that certain +/-74.974 acre tract described in instrument to PRC 01 Bastrop, LLC recorded in Document No. 202200112 of the Official Public Records of Bastrop County, Texas, located within the city limits of the City of Bastrop, Texas, east of FM 969, and north of State Highway 71, more commonly known as “Pearl River/Sendero”, as shown in Exhibit “A”;

and move to include on the October 13, 2026, Consent Agenda for a second reading. Council Member Meyer seconded the motion. Council voted 4-0. Motion carried.

9D. Consider and act on Resolution No. R-2026-138 regarding the termination of the City's agreement with Community Lawn LLC and authorization for interim mowing services for City parkland and the Senior Center through December 31, 2026.

Submitted by: Jesslyna Olivares, Parks and Recreation Manager

MOTION: Council Member Meyer made a motion to terminate the City's agreement with Community Lawn LLC. Council Member Lowe seconded the motion. Council voted 4-0. Motion carried.

Council Member Fossler recused herself from item 9E. filing a conflict on interest statement with the City Secretary before the meeting commenced.

9E. Consider and act on Resolution No. R-2026-136 of the City Council of Bastrop, Texas, recinding prior determinations denying vested rights for the North End Prairie project; recognizing the project's vested rights under Chapter 245, Texas Local Government Code; approving and confirming the City Manager's letter to the applicant; and providing an effective date.

Submitted by: Charles Zech, City Attorney

Mayor Harris moved agenda item 9E. into Executive Session at the direction of the City Attorney.

10. EXECUTIVE SESSION

10A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section § 551.087 to deliberate regarding Economic Development for a Chapter 380 Economic Development Agreement with Marriott Partners.

10B. The City Council will convene in closed session pursuant to Section 551.071, Texas Government Code, to seek the advice of its attorneys regarding pending litigation and settlement, specifically Pecan Street Bastrop, LLC v. City of Bastrop, Cause No. 465-1123, in the 465th Judicial District Court, Bastrop County, Texas, concerning the North End Prairie project, City Project No. 24-000234, and the vested rights claims asserted therein under Chapter 245, Texas Local Government Code.

The City Council of the City of Bastrop convened into executive session at 7:50 p.m. in accordance with Texas Open Meetings Act, Section § 551.087 (Economic Development

Negotiations) Section §551.071 (Legal Consultation) of the Texas Government Code to discuss agenda item 9E, 10A and 10B.

The City Council of the City of Bastrop reconvened in Open Session at 8:24 p.m.

Mayor Harris announced no action taken in executive session.

11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

MOTION: Motion was made by Council Member Plunkett to approve Resolution No. R-2026-136 of the City Council of Bastrop, Texas, recinding prior determinations denying vested rights for the North End Prairie project; recognizing the project's vested rights under Chapter 245, Texas Local Government Code; approving and confirming the City Manager's letter to the applicant; and providing an effective date. Council Member Lowe seconded the motion. Council voted 3-0. Motion carried.

Council Member Fossler returned to the meeting.

12. ADJOURNMENT

Upon receiving a motion duly made and a second to adjourn, Mayor Harris adjourned the September 22nd Regular Meeting at 8:26 p.m.

CITY OF BASTROP, TEXAS

Ishmael Harris, Mayor

ATTEST:

Nichole Heinrich, TRMC
Deputy City Secretary



STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Consider and take action on Resolution No. 2026-142 of the City Council of the City of Bastrop, Texas, determining the costs of the proposed public improvements in the Valverde Public Improvement District (PID), approving the Proposed Assessment Roll for **Improvement Area No. 2**, and making related findings and determinations in accordance with Chapter 372 of the Texas Local Government Code.

AGENDA ITEM SUBMITTED BY:

Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

The **Valverde Public Improvement District (PID)** was established by the City of Bastrop pursuant to Chapter 372 of the Texas Local Government Code to provide a financing mechanism for eligible public improvements associated with the development of the Valverde master-planned community.

The City had previously established **Improvement Area No. 1** within the District and has levied assessments associated with that improvement area. The City is now considering the establishment of **Improvement Area No. 2** and the associated assessments for eligible public improvements benefiting properties within the improvement area.

The **Amended and Restated Preliminary Service and Assessment Plan (SAP)** attached to the Resolution as Exhibit A. The SAP identifies the proposed authorized improvements, the estimated costs of those improvements, and the properties proposed to be assessed within **Improvement Area No. 2**.

PURPOSE:

The purpose of this Resolution is to:

- Approve the estimated costs of the proposed improvements for **Improvement Area No. 2**;
- Approve the **Proposed Assessment Roll** identifying the properties and proposed assessments;
- Direct the City Secretary to file the Assessment Roll and make it available for public inspection; and

- Begin the required notice and public hearing process.

This Resolution **does not approve the final levy of the assessments**. It begins the process required before the City Council can consider final assessments.

IMPROVEMENT AREA NO. 1

The previously approved information and assessments for **Improvement Area No. 1** will **not change** as a result of this action. The Amended and Restated SAP is being updated to add **Improvement Area No. 2**.

PUBLIC NOTICE AND HEARING

After approval of the Resolution, the City Secretary will file the Proposed Assessment Roll and provide the notices required by state law. A public hearing will then be held to allow affected property owners an opportunity to comment on the proposed assessments before the City Council considers final action.

FISCAL IMPACT:

The proposed assessments for **Improvement Area No. 2** are intended to fund eligible improvements that benefit the properties within the improvement area. The costs are allocated to the properties benefiting from the improvements rather than being funded from the City's general tax revenues.

The proposed improvement costs, assessment methodology, and individual assessment amounts are detailed in the **Amended and Restated Preliminary Service and Assessment Plan attached as Exhibit A**.

RECOMMENDATION:

Judy Sandroussi, Finance Director recommends that the City Council approve the Resolution determining the costs of the proposed Authorized Improvements in Valverde Public Improvement District **Improvement Area No. 2**, approving the Proposed Assessment Roll for **Improvement Area No. 2**, and authorizing the City Secretary and City staff to proceed with the required notice, filing, and public hearing processes in accordance with Chapter 372 of the Texas Local Government Code.

ATTACHMENTS:

- Resolution 2026-142
- Exhibit A, FY 2026 - 2027 Annual Service Plan Update related to **Improvement Area No. 2**
- Exhibit B Notice of Public Hearing

RESOLUTION NO. R-2026-142

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 #2, 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 January 29, 2025;

WHEREAS, the City has previously levied assessments within Improvement Area #1 of the District and now desires to levy assessments on Improvement Area #2 within the District, each as defined in the Amended and Restated Preliminary Service and Assessment Plan (the "SAP") attached to this Resolution as "**Exhibit A**";

WHEREAS, the City has reviewed the SAP and the Proposed Assessment Roll for Improvement Area #2 (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 SAP;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll for Improvement Area #2, which is included in the SAP, cause the Proposed Assessment Roll for Improvement Area #2 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 and mail notice (in substantially the form attached hereto as "**Exhibit B**") of the City Council's intention to consider the proposed assessments for Improvement Area #2 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 #2 set forth in the SAP are hereby approved.
- (b) Proposed Assessment Roll. The Proposed Assessment Roll for Improvement Area #2 included in the SAP stating the assessment against each parcel of assessable land in Improvement Area #2 of the District as determined by the method of assessment set forth in said SAP 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 and mail notice (in substantially the form attached hereto as "**Exhibit B**") of the City Council's intention to consider the proposed assessments in Improvement Area #2 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 – Amended and Restated Service and Assessment Plan (including the Proposed Assessment Roll for Improvement Area #2)

Exhibit B – Notice of Public Hearing

PASSED AND APPROVED on this 13th day of October, 2026.

THE CITY OF BASTROP, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

Valverde Public Improvement District (previously Viridian)

2026 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN
OCTOBER 13, 2026



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

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

On March 9, 2021, the City Council passed and approved Resolution No. R-2021-28 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 399.878 acres located partially within the corporate limits of the City and the extraterritorial jurisdiction of the City, and will be annexed at or before PID Bonds are sold, as described by the legal description on **Exhibit L-1** and depicted on **Exhibit A-1**.

On March 25, 2025, the City Council approved Ordinance No. 2025-38, approving the 2025 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed to the benefit of the Assessed Property within Improvement Area #1 of the District. The 2025 Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area #1 identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2025 Service and Assessment Plan.

On July 28, 2026, the City Council approved Ordinance No. 2026-25, approving the 2026 Annual Service Plan Update. The 2026 Annual Service Plan Update updated the Assessment Roll for 2026.

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

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the 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 Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**. The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**.

SECTION I: DEFINITIONS

“2025 Assessment Ordinance” means Ordinance No. 2025-38 approved and adopted by the City Council on March 25, 2025, which levied Assessments against Assessed Property in Improvement Area #1 and approved the 2025 Service and Assessment Plan.

“2025 Service and Assessment Plan” means the Valverde Public Improvement District Service and Assessment Plan approved by the City Council on March 25, 2025.

“2026 Amended and Restated Service and Assessment Plan” means this Valverde Public Improvement District 2026 Amended and Restated Service and Assessment Plan as updated, amended, and supplemented from time to time, which is to replace it its entirety the 2025 Service and Assessment Plan and any and all prior Annual Service Plan Updates.

“2026 Assessment Ordinance” means Ordinance No. _____ approved and adopted by the City Council on _____, 2026 which levied Assessments against Assessed Property in Improvement Area #2 and approved the 2026 Amended and Restated Service and Assessment Plan.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

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

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional

Interest Rate is not charged on Assessments securing the Improvement Area #2 Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2026 Amended and Restated Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

“Assessment” means an assessment levied against Assessed Property, other than Non-Benefitted or Non-Assessed Property to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property 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 levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll, 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, if issued, or in any Annual Service Plan Updates. The Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1** and **Exhibit G-1**.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, and described in **Sections III.A** and **III.B**, as further depicted on **Exhibits H-1** and **H-2**.

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

“City” means the City of Bastrop, Texas.

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

“County” means Bastrop County, Texas.

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

“District” means the Valverde Public Improvement District containing approximately 399.878 acres located partially within the corporate limits of the City and the extraterritorial jurisdiction of the City, and more specifically described in **Exhibit L-1** and depicted on **Exhibit A-1**. Annexation will occur on or about when PID Bonds are sold.

“Engineer’s Report” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner 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 factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Future Improvement Area” means approximately 236.342 acres located within the District and entirely outside of Improvement Area #1 and Improvement Area #2, as more specifically described on **Exhibit L-4** and depicted on **Exhibit A-4**, to be developed as one or more future improvement areas, with such area(s) to be described, designated, and subject to separate Assessments levied in future Annual Service Plan Updates.

“Improvement Area #1” means approximately 104.052 acres located within the District and within the corporate limits of the City, more specifically described in **Exhibit L-2** and depicted on **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the Annual Installment of 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 pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon 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 the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Authorized Improvements” means collectively, (1) the Improvement Area #1 Improvements; (2) the first year’s Annual Collection Costs related to the Improvement Area #1 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” means 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.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and Depicted on **Exhibit H-1**.

“Improvement Area #2” means approximately 58.906 acres located within the District, more specifically described in **Exhibit L-3** and depicted on **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and Additional Interest, if applicable.

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

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

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

“Improvement Area #2 Authorized Improvements” means collectively, (1) the Improvement Area #2 Improvements; (2) the first year’s Annual Collection Costs related to the Improvement Area #2 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds, if issued.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.B** and Depicted on **Exhibit H-2**.

“Improvement Area #2 Initial Parcel” means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as more specifically described in **Exhibit L-3** and shown and depicted in **Exhibit A-3**, as shown on the Improvement Area #2 Assessment Roll.

“Improvement Area #2 Reimbursement Agreement” means that certain Reimbursement Agreement, effective _____ entered into by and between the City and Owner, in which the Owner, either directly or through affiliates, agrees to construct the Improvement Area #2 Improvements, and to fund certain Actual Costs of the Improvement Area #2 Authorized Improvement, and the City agrees to reimburse the Owner for Actual Costs of the Improvement Area #2 Authorized Improvements paid solely from the revenue collected by the City from Improvement Area #2 Assessments, including Improvement Area #2 Annual Installments whereby all or a portion of the Actual Costs not paid to the Owner from Improvement Area #2 Bonds will be paid to the Owner from Improvement Area #2 Assessment to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Improvement Area #2 Assessments. The City anticipates that it will issue PID Bonds in the future at which time all or a portion of the Improvement Area #2 Reimbursement Agreement balance will be reduced by the amount of the bond proceeds.

“Improvement Area #2 Reimbursement Obligation” means an amount not to exceed \$3,778,000 secured by Improvement Area #2 Assessments to be paid to the Owner pursuant to the Improvement Area #2 Reimbursement Agreement. The reimbursement schedule for the Improvement Area #2 Reimbursement Obligation is shown on **Exhibit K**.

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

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

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

further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner/Developer, and confirmed by the City Council, as shown on **Exhibit H**.

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

“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 M**.

“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 M**.

“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 M**.

“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 M**.

“Lot Type 6” means a Lot designated as a 40’ residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M**.

“Lot Type 7” means a Lot designated as a 43’ Alley residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M**.

“Lot Type 8” means a Lot designated as a 45’ Alley residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M**.

“Lot Type 9” means a Lot designated as a 45’ residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M**.

“Lot Type 10” means a Lot designated as a 50’ residential lot within Improvement Area #2 by the Owner, as shown on the map attached as **Exhibit M**.

“Maximum Assessment” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit H**.

“Non-Assessed Property” means Parcels within the boundaries of the District that accrue special benefit from the Authorized Improvements as determined by the City Council are not assessed.

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

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit I**.

“Owner” means Continental Homes of Texas, LP, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“Parcel(s)” means a specific property within the District identified by either a tax parcel identification number assigned by the Bastrop Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

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

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

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

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

SECTION II: THE DISTRICT

The District includes approximately 399.878 contiguous acres located partially within the corporate limits of the City and the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 1565 Lots developed with single-family homes, and 250 multifamily units.

Improvement Area #1 includes approximately 104.052 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit L-2** and depicted on **Exhibit A-2**. Improvement Area #1 is anticipated to include approximately 352 single family homes and 250 multi-family units.

Improvement Area #2 includes approximately 58.906 contiguous acres located partially within the corporate limits of the city and the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described on **Exhibit L-3** and depicted on **Exhibit A-3**. Annexation of Improvement Area #2 is expected to occur at the time of the issuance of PID Bonds but prior to the approval of a final plat. Development of Improvement Area #2 is anticipated to include approximately 205 single-family homes.

The Future Improvement Area includes approximately 236.342 contiguous acres located within the extraterritorial jurisdiction of the City, the boundaries of which are more particularly described on **Exhibit L-4** and depicted on **Exhibit A-4**.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract, except as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B-1**. The allocation of the Authorized Improvements is shown on **Exhibit B-2**.

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. Improvement Area #2 Improvements

- *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.

- *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 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

- *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.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Improvement Area #2 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

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of the applicable series of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

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

D. Other Costs

- *First Year Annual Collection Costs*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular 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 must be reviewed and 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 the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show the amount required to fund the required reserves/to reflect any budget revisions at the time the PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

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

This section of this 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council 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 and 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, the City Council has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The Actual Costs of the Improvement Area #1 Improvements have been allocated 98.59% to the Improvement Area #1 and 1.41% to the Non-Assessed Property based on Estimated Buildout Value.
- The Actual Costs of the Improvement Area #1 Authorized Improvements have been allocated entirely to the Improvement Area #1 Assessed Property.
- The Actual Costs of the Improvement Area #2 Authorized Improvements shall be allocated entirely to the Improvement Area #2 Assessed Property.

B. Assessments

The Improvement Area #1 Assessment were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**.

The Improvement Area #2 Assessment shall be levied on the Improvement Area #2 Assessed Property in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of any Parcel of Improvement Area #2 Assessed Property, the Improvement Area #2 Assessment will be reallocated pursuant to Section VI.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, or Lot Type 10, respectively, exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

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

- *Improvement Area #1*
 - The cost of the Improvement Area #1 Authorized Improvements equals \$22,976,223, as shown on **Exhibit B-1**; and
 - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements; and
 - The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equaled \$12,303,000 at the time of the initial levy, of which \$12,121,000 remains outstanding as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and
 - The special benefit ($\geq$ \$22,976,223) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is greater than or equal to the amount of the Improvement Area #1 Assessment

(\$12,303,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements; and

- At the time the City Council approved the 2025 Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2025 Assessment Ordinance; (2) the 2025 Service and Assessment Plan and the 2025 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Assessed Property.
- *Improvement Area #2*
 - The cost of the Improvement Area #2 Authorized Improvements equals \$12,287,368, as shown on **Exhibit B-1**; and
 - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #2 Authorized Improvements; and
 - The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Authorized Improvements, which equals \$3,778,000 as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**; and
 - The special benefit ($\geq$ \$12,287,368) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Authorized Improvements is greater than or equal to the amount of the Improvement Area #2 Assessment (\$3,778,000) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Authorized Improvements; and
 - At the time the City Council approved this 2026 Amended and Restated Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessment to pay for the Actual Costs associated therewith. The Owner(s)

ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2026 Assessment Ordinance; (2) this 2026 Amended and Restated Service and Assessment Plan and the 2026 Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. 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 securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Improvement Area #2 Assessment securing the Improvement Area #2 Reimbursement Obligation shall be collected at rates established under the Improvement Area #2 Reimbursement Agreement as part of the Improvement Area #2 Annual Installment pursuant to the Improvement Area #2 Reimbursement Agreement, which will not include Additional Interest unless and until PID Bonds secured by the Improvement Area #2 Assessment are issued.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a 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 of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, and Lot Type 10 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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 Annual Service Plan Update immediately following such reallocation.

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 of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, and Lot Type 10 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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 Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, 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 immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C**.

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to

the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit I**.

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

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 for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City’s approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all 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, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

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

F. Payment of Assessment in Annual Installments

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

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Bastrop Central Appraisal District for each tax parcel identification number.

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. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment

remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #2 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2027.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an 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-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “**Remaining Property**”), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2026 Amended and Restated Service and Assessment Plan, as updated, and 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 applicable 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 such 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 applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the 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, as applicable, 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 \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining 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 applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

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

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing 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 2026 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of

the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

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

D. Form of Buyer Disclosure/Filing Requirements

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

E. Severability

If any provision of this 2026 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be

deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Improvement Area #1 Boundary Map
Exhibit A-3	Improvement Area #2 Boundary Map
Exhibit A-4	Future Improvement Area Boundary Map
Exhibit B-1	Project Costs
Exhibit B-2	Allocation of Improvement Area #1 Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Maps of Improvement Area #1 Improvements
Exhibit H-2	Maps of Improvement Area #2 Improvements
Exhibit I	Form of Notice of Assessment Termination
Exhibit J	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit K	Annual Installment Schedule for Improvement Area #2 Reimbursement Obligation
Exhibit L-1	District Legal Description
Exhibit L-2	Improvement Area #1 Legal Description
Exhibit L-3	Improvement Area #2 Legal Description
Exhibit L-4	Future Improvement Area Legal Description
Exhibit M	Lot Type Classification Map

APPENDICES

The following Appendices are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

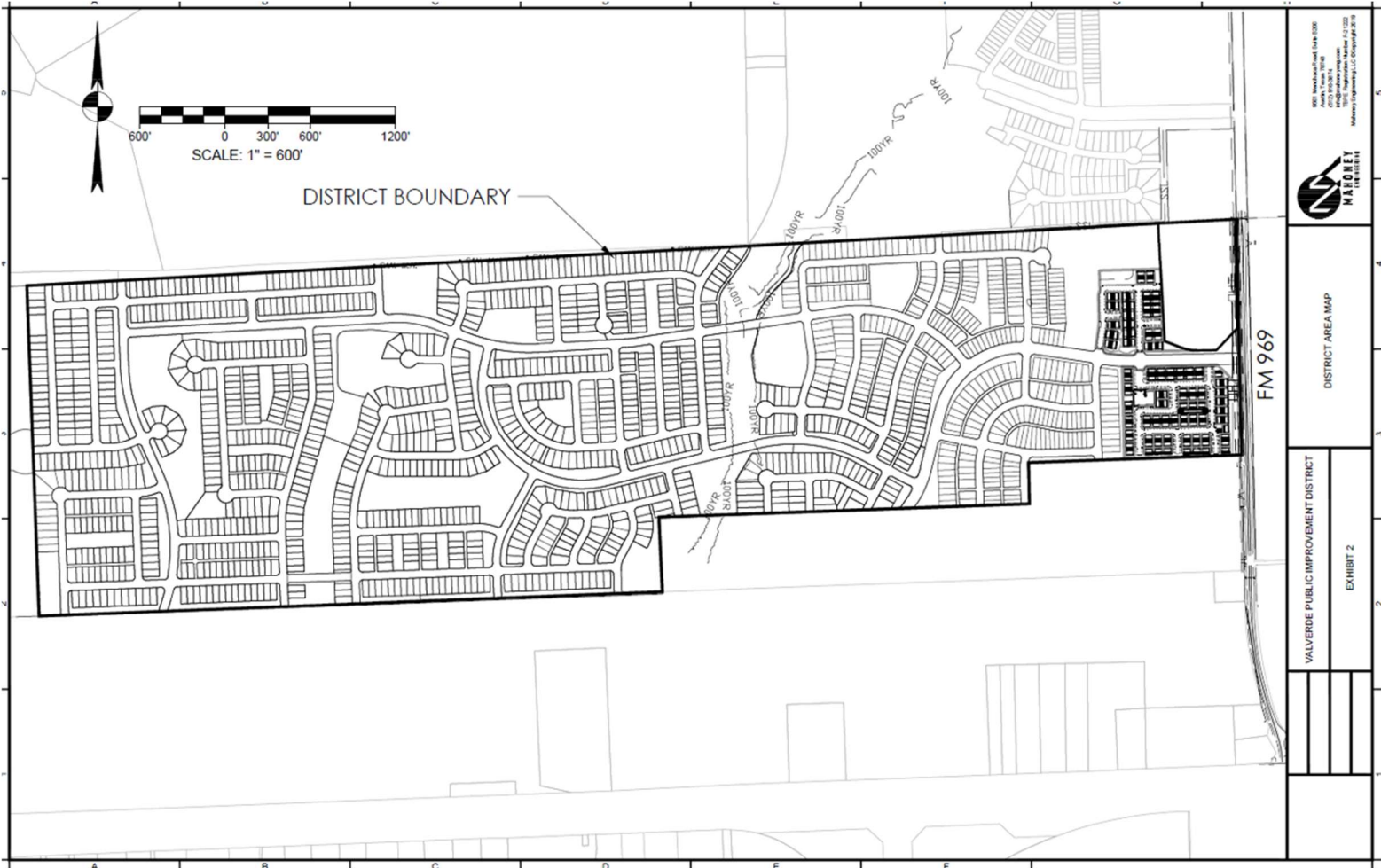


EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

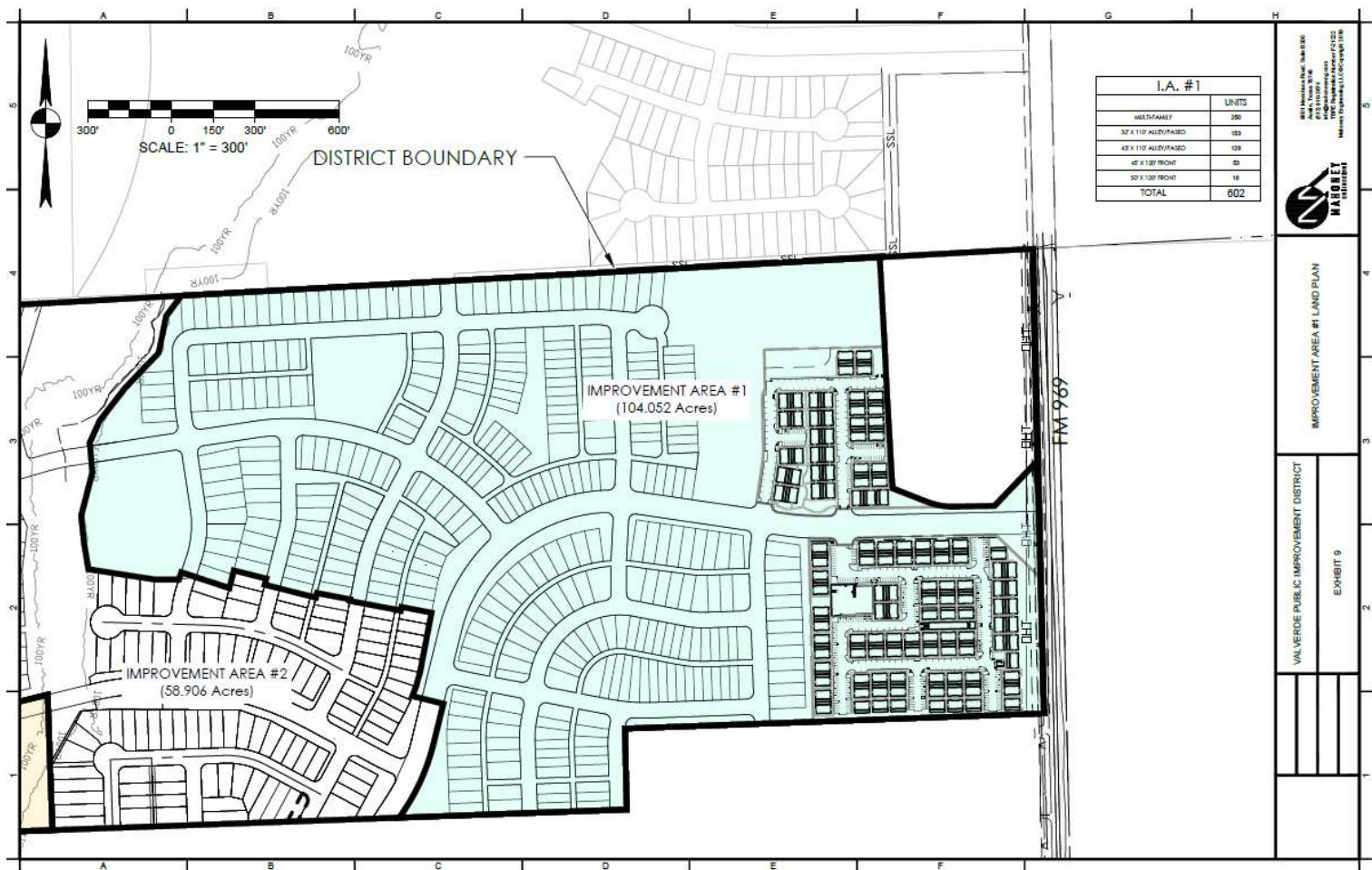


EXHIBIT A-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

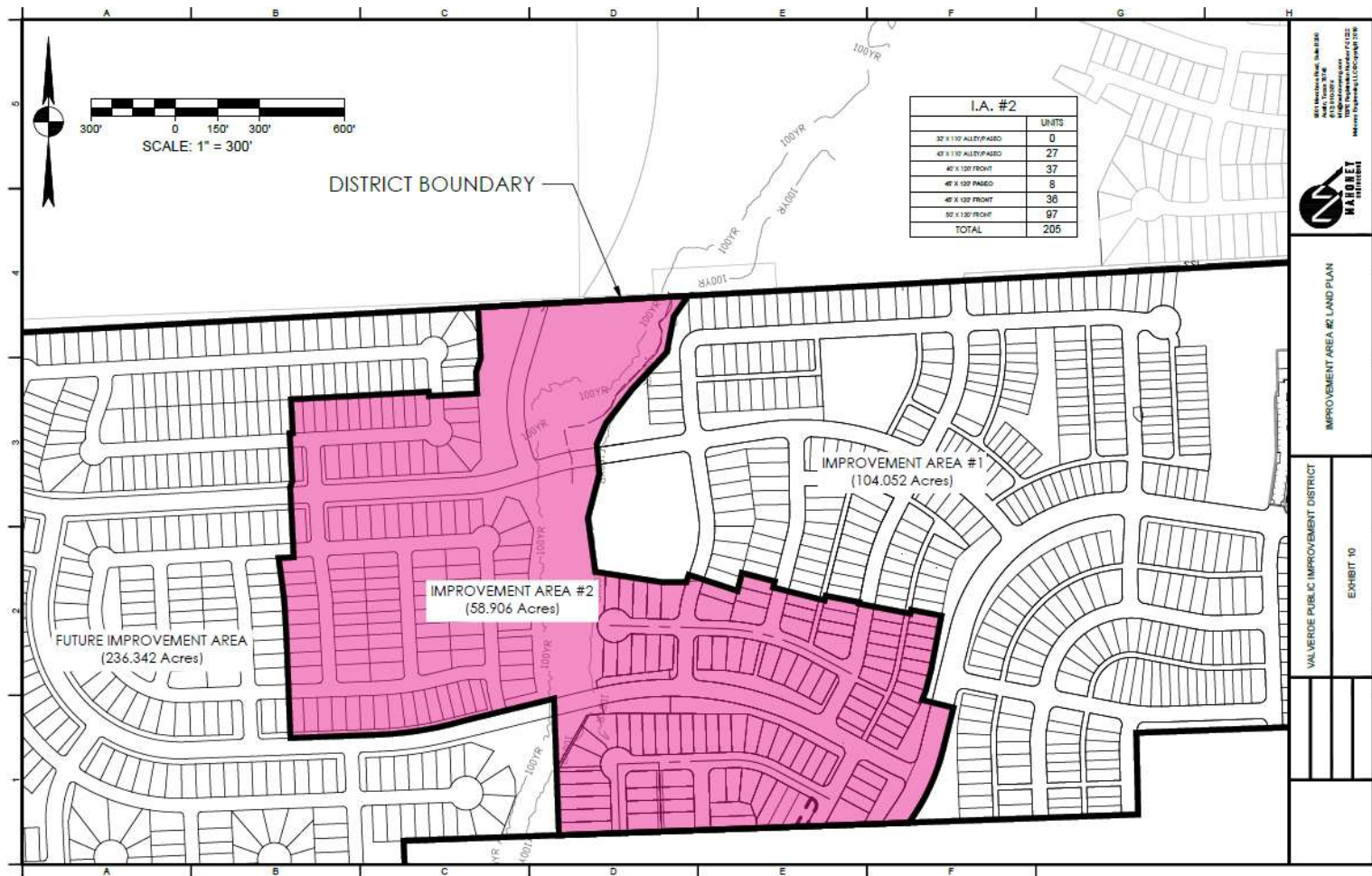


EXHIBIT A-4 – FUTURE IMPROVEMENT AREA BOUNDARY MAP

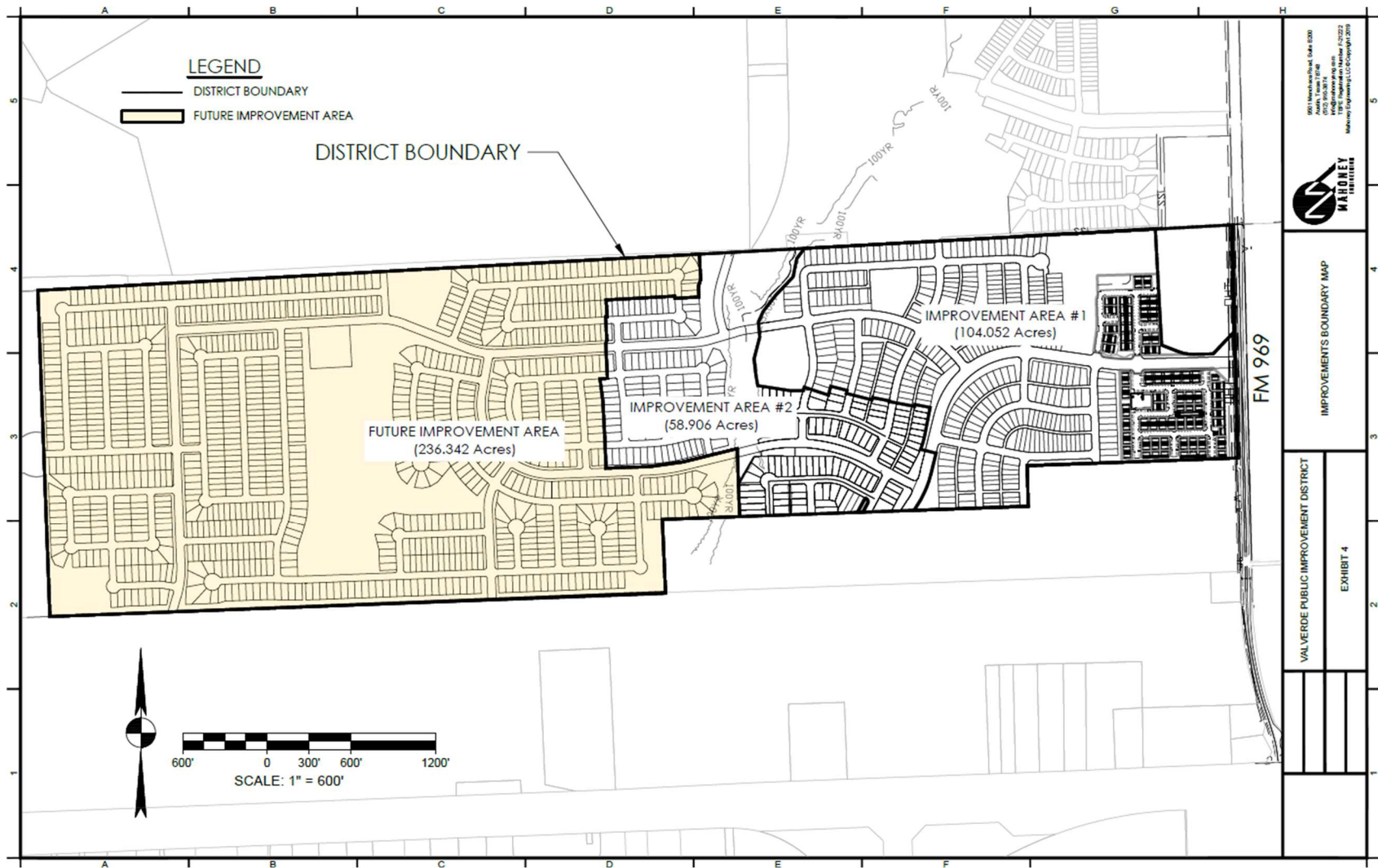


EXHIBIT B-1 – PROJECT COSTS

	Total		Improvement Area #1 ^[a]		Non-Assessed Property ^[a]		Improvement Area #2
<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>	<u>\$ -</u>	
<i>Improvement Area #2 Improvements</i>							
Streets	\$ 3,508,178		\$ -		\$ -	\$ 3,508,178	
Water	1,499,888		-		-	1,499,888	
Wastewater	1,363,111		-		-	1,363,111	
Drainage	2,922,926		-		-	2,922,926	
Soft Costs	2,323,526		-		-	2,323,526	
	<u>\$ 11,617,628</u>		<u>\$ -</u>		<u>\$ -</u>	<u>\$ 11,617,628</u>	
<i>Bond Issuance Costs Series 2025</i>							
Debt Service Reserve Fund	\$ 865,069		\$ 865,069		\$ -	\$ -	
Capitalized Interest	244,492		244,492		-	-	
Underwriter's Discount	369,090		369,090		-	-	
Cost of Issuance	466,236		466,236		-	-	
Original Issue Discount	27,984		27,984		-	-	
	<u>\$ 1,972,871</u>		<u>\$ 1,972,871</u>		<u>\$ -</u>	<u>\$ -</u>	
<i>Bond Issuance Costs Improvement Area #2^[b]</i>							
Debt Service Reserve Fund	\$ 289,720		\$ -		\$ -	\$ 289,720	
Capitalized Interest	-		-		-	-	
Underwriter's Discount	113,340		-		-	113,340	
Cost of Issuance	226,680		-		-	226,680	
	<u>\$ 629,740</u>		<u>\$ -</u>		<u>\$ -</u>	<u>\$ 629,740</u>	
<i>First Year Annual Collection Costs</i>							
	\$ 80,000		\$ 40,000		\$ -	\$ 40,000	
	<u>\$ 80,000</u>		<u>\$ 40,000</u>		<u>\$ -</u>	<u>\$ 40,000</u>	
Authorized Improvements Totals	\$ 35,562,744		\$ 22,976,223		\$ 299,152	\$ 12,287,368	

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 shown on **Exhibit B-2**.

[b] Preliminary estimate only and subject to change upon issuance of PID Bonds.

EXHIBIT B-2 – ALLOCATION OF IMPROVEMENT AREA #1 IMPROVEMENTS

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 C – SERVICE PLAN

		Improvement Area #1				
Annual Installments		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
<i>Improvement Area #1 Bonds</i>						
Principal		\$ 190,000	\$ 198,000	\$ 207,000	\$ 216,000	\$ 225,000
Interest		\$ 649,110	\$ 641,035	\$ 632,620	\$ 623,823	\$ 614,643
	(1)	\$ 839,110	\$ 839,035	\$ 839,620	\$ 839,823	\$ 839,643
Additional Interest	(2)	\$ 60,605	\$ 59,655	\$ 58,665	\$ 57,630	\$ 56,550
Annual Collection Costs	(3)	\$ 67,202	\$ 56,852	\$ 57,989	\$ 59,149	\$ 60,332
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 966,917	\$ 955,542	\$ 956,274	\$ 956,601	\$ 956,524

		Improvement Area #2				
Annual Installments		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal		\$ 45,725	\$ 48,582	\$ 51,619	\$ 54,845	\$ 58,273
Interest		\$ 236,125	\$ 233,267	\$ 230,231	\$ 227,005	\$ 223,577
	(1)	\$ 281,850	\$ 281,850	\$ 281,850	\$ 281,850	\$ 281,850
Additional Interest ^[a]	(2)	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Collection Costs	(3)	\$ 40,000	\$ 40,800	\$ 41,616	\$ 42,448	\$ 43,297
Total Annual Installment Due	(4) = (1) + (2) + (3)	\$ 321,850	\$ 322,650	\$ 323,466	\$ 324,298	\$ 325,147

Footnotes:

[a] Additional Interest will not be charged on the Improvement Area #2 Reimbursement Obligation. In the event Improvement Area #2 Bonds are issued, the Service Plan and Improvement Area #2 Assessment Roll shall be updated to reflect the Additional Interest collected for the Improvement Area #2 Bonds.

EXHIBIT D – SOURCES AND USES

	Improvement Area #1	Improvement Area #2
Sources of Funds		
Improvement Area #1 Bonds	\$ 12,303,000	\$ -
Improvement Area #2 Reimbursement Obligation	-	3,778,000
Owner Contribution ^[a]	10,972,376	8,509,368
Total Sources	\$ 23,275,376	\$ 12,287,368
Uses of Funds		
Improvement Area #1 Improvements	\$ 21,262,504	\$ -
Improvement Area #2 Improvements	-	11,617,628
	\$ 21,262,504	\$ 11,617,628
<i>Bond Issuance Costs</i>		
Debt Service Reserve Fund	\$ 865,069	\$ 289,720
Capitalized Interest	244,492	-
Underwriter's Discount	369,090	113,340
Cost of Issuance	466,236	226,680
Original Issue Discount	27,984	-
	\$ 1,972,871	\$ 629,740
First Year Annual Collection Costs	\$ 40,000	\$ 40,000
	\$ 40,000	\$ 40,000
Total Uses	\$ 23,275,376	\$ 12,287,368

Footnotes:

[a] 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 – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units	Estimated				IA#1 % Allocation	IA#1 Total Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID Equivalent Tax Rate
		Finished Lot Value Per Unit	Total Finished Lot Value	Buildout Value Per Unit	Total Estimated Buildout Value						
1 Multi-Family	250	\$ 58,000	\$ 14,500,000	\$ 280,000	\$ 70,000,000	37.16%	\$ 4,572,058	\$ 18,288.23	\$ 356,769	\$ 1,427.08	\$ 0.5097
2 32' Alley	153	\$ 66,332	\$ 10,148,796	\$ 307,495	\$ 47,046,735	24.98%	\$ 3,072,863	\$ 20,084.07	\$ 239,783	\$ 1,567.21	\$ 0.5097
3 43' Alley	128	\$ 90,172	\$ 11,542,016	\$ 352,490	\$ 45,118,720	23.95%	\$ 2,946,934	\$ 23,022.93	\$ 229,957	\$ 1,796.54	\$ 0.5097
4 45' Standard	53	\$ 93,676	\$ 4,964,828	\$ 368,990	\$ 19,556,470	10.38%	\$ 1,277,333	\$ 24,100.62	\$ 99,674	\$ 1,880.63	\$ 0.5097
5 50' Standard	18	\$ 106,000	\$ 1,908,000	\$ 368,990	\$ 6,641,820	3.53%	\$ 433,811	\$ 24,100.62	\$ 33,851	\$ 1,880.63	\$ 0.5097
Total/Weighted Average	602	\$ 71,534	\$ 43,063,640	\$ 312,897	\$ 188,363,745	100.00%	\$ 12,303,000	\$ 20,436.88	\$ 960,034	\$ 1,594.74	\$ 0.5097

Improvement Area #2

Lot Type	Units	Estimated		Estimated		IA#2 % Allocation	IA#2 Total Assessment	Maximum Assessment per Unit ^[a]	Average Annual Installment	Average Annual Installment per Unit	PID Equivalent Tax Rate
		Finished Lot Value Per Unit	Finished Lot Value	Buildout Value Per Unit	Total Estimated Buildout Value						
6 40' Standard	37	\$ 82,748.00	\$ 3,061,676.00	\$ 330,990.00	\$ 12,246,630.00	17.65%	\$ 666,895.92	\$ 18,024.21	\$ 61,518.46	\$ 1,662.66	\$ 0.5023
7 43' Alley	27	\$ 83,664.00	\$ 2,258,928.00	\$ 334,657.00	\$ 9,035,739.00	13.02%	\$ 492,045.36	\$ 18,223.90	\$ 45,389.20	\$ 1,681.08	\$ 0.5023
8 45' Alley	8	\$ 83,664.00	\$ 669,312.00	\$ 334,657.00	\$ 2,677,256.00	3.86%	\$ 145,791.22	\$ 18,223.90	\$ 13,448.65	\$ 1,681.08	\$ 0.5023
9 45' Standard	36	\$ 85,373.00	\$ 3,073,428.00	\$ 341,490.00	\$ 12,293,640.00	17.72%	\$ 669,455.87	\$ 18,596.00	\$ 61,754.61	\$ 1,715.41	\$ 0.5023
10 50' Standard	97	\$ 85,373.00	\$ 8,281,181.00	\$ 341,490.00	\$ 33,124,530.00	47.75%	\$ 1,803,811.64	\$ 18,596.00	\$ 166,394.36	\$ 1,715.41	\$ 0.5023
Total/Weighted Average	205	\$ 84,607	\$ 17,344,525	\$ 338,428	\$ 69,377,795	100.00%	\$ 3,778,000	\$ 18,429.27	\$ 348,505	\$ 1,700.03	\$ 0.5023

Notes:

[a] Preliminary estimate, Maximum Assessment per lot is subject to change prior to final platting.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type		Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8733214	IA#1 Unplatted Parcel [b]	\$	2,950,484.56	\$ 235,366.26
8733232	IA#1 Unplatted Parcel [b]	\$	1,553,938.52	\$ 123,960.89
8733245	Non-Benefited	\$	-	\$ -
8733246	2	\$	19,786.97	\$ 1,578.45
8733247	2	\$	19,786.97	\$ 1,578.45
8733248	2	\$	19,786.97	\$ 1,578.45
8733249	2	\$	19,786.97	\$ 1,578.45
8733250	2	\$	19,786.97	\$ 1,578.45
8733251	2	\$	19,786.97	\$ 1,578.45
8733252	2	\$	19,786.97	\$ 1,578.45
8733253	2	\$	19,786.97	\$ 1,578.45
8733254	2	\$	19,786.97	\$ 1,578.45
8733255	2	\$	19,786.97	\$ 1,578.45
8733256	2	\$	19,786.97	\$ 1,578.45
8733257	2	\$	19,786.97	\$ 1,578.45
8733258	2	\$	19,786.97	\$ 1,578.45
8733259	2	\$	19,786.97	\$ 1,578.45
8733260	2	\$	19,786.97	\$ 1,578.45
8733261	2	\$	19,786.97	\$ 1,578.45
8733262	2	\$	19,786.97	\$ 1,578.45
8733263	2	\$	19,786.97	\$ 1,578.45
8733264	2	\$	19,786.97	\$ 1,578.45
8733265	2	\$	19,786.97	\$ 1,578.45
8733266	2	\$	19,786.97	\$ 1,578.45
8733267	2	\$	19,786.97	\$ 1,578.45
8733268	2	\$	19,786.97	\$ 1,578.45
8733269	2	\$	19,786.97	\$ 1,578.45
8733270	2	\$	19,786.97	\$ 1,578.45
8733271	2	\$	19,786.97	\$ 1,578.45
8733272	2	\$	19,786.97	\$ 1,578.45
8733273	2	\$	19,786.97	\$ 1,578.45
8733274	2	\$	19,786.97	\$ 1,578.45
8733275	2	\$	19,786.97	\$ 1,578.45
8733276	4	\$	23,744.10	\$ 1,894.12
8733277	4	\$	23,744.10	\$ 1,894.12
8733278	4	\$	23,744.10	\$ 1,894.12
8733279	4	\$	23,744.10	\$ 1,894.12
8733280	4	\$	23,744.10	\$ 1,894.12
8733281	4	\$	23,744.10	\$ 1,894.12
8733282	4	\$	23,744.10	\$ 1,894.12

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8733283	4	\$ 23,744.10	\$ 1,894.12
8733284	4	\$ 23,744.10	\$ 1,894.12
8733285	4	\$ 23,744.10	\$ 1,894.12
8733286	4	\$ 23,744.10	\$ 1,894.12
8733287	4	\$ 23,744.10	\$ 1,894.12
8733288	4	\$ 23,744.10	\$ 1,894.12
8733289	4	\$ 23,744.10	\$ 1,894.12
8733290	4	\$ 23,744.10	\$ 1,894.12
8733291	4	\$ 23,744.10	\$ 1,894.12
8733292	2	\$ 19,786.97	\$ 1,578.45
8733293	2	\$ 19,786.97	\$ 1,578.45
8733294	2	\$ 19,786.97	\$ 1,578.45
8733295	2	\$ 19,786.97	\$ 1,578.45
8733296	2	\$ 19,786.97	\$ 1,578.45
8733297	2	\$ 19,786.97	\$ 1,578.45
8733298	2	\$ 19,786.97	\$ 1,578.45
8733299	2	\$ 19,786.97	\$ 1,578.45
8733300	2	\$ 19,786.97	\$ 1,578.45
8733301	2	\$ 19,786.97	\$ 1,578.45
8733302	2	\$ 19,786.97	\$ 1,578.45
8733303	2	\$ 19,786.97	\$ 1,578.45
8733304	2	\$ 19,786.97	\$ 1,578.45
8733305	2	\$ 19,786.97	\$ 1,578.45
8733306	2	\$ 19,786.97	\$ 1,578.45
8733307	2	\$ 19,786.97	\$ 1,578.45
8733308	2	\$ 19,786.97	\$ 1,578.45
8733309	2	\$ 19,786.97	\$ 1,578.45
8733310	2	\$ 19,786.97	\$ 1,578.45
8733311	2	\$ 19,786.97	\$ 1,578.45
8733312	2	\$ 19,786.97	\$ 1,578.45
8733313	2	\$ 19,786.97	\$ 1,578.45
8733314	2	\$ 19,786.97	\$ 1,578.45
8733315	2	\$ 19,786.97	\$ 1,578.45
8733316	2	\$ 19,786.97	\$ 1,578.45
8733317	Non-Benefited	\$ -	\$ -
8733318	2	\$ 19,786.97	\$ 1,578.45
8733319	2	\$ 19,786.97	\$ 1,578.45
8733320	2	\$ 19,786.97	\$ 1,578.45
8733321	2	\$ 19,786.97	\$ 1,578.45
8733322	2	\$ 19,786.97	\$ 1,578.45

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8733323	2	\$ 19,786.97	\$ 1,578.45
8733324	2	\$ 19,786.97	\$ 1,578.45
8733325	Non-Benefited	\$ -	\$ -
8733326	2	\$ 19,786.97	\$ 1,578.45
8733327	2	\$ 19,786.97	\$ 1,578.45
8733328	2	\$ 19,786.97	\$ 1,578.45
8733329	2	\$ 19,786.97	\$ 1,578.45
8733330	2	\$ 19,786.97	\$ 1,578.45
8733331	2	\$ 19,786.97	\$ 1,578.45
8733332	2	\$ 19,786.97	\$ 1,578.45
8733333	2	\$ 19,786.97	\$ 1,578.45
8733334	2	\$ 19,786.97	\$ 1,578.45
8733335	2	\$ 19,786.97	\$ 1,578.45
8733336	2	\$ 19,786.97	\$ 1,578.45
8733337	2	\$ 19,786.97	\$ 1,578.45
8733338	2	\$ 19,786.97	\$ 1,578.45
8733339	2	\$ 19,786.97	\$ 1,578.45
8733340	2	\$ 19,786.97	\$ 1,578.45
8733341	2	\$ 19,786.97	\$ 1,578.45
8733342	2	\$ 19,786.97	\$ 1,578.45
8733343	2	\$ 19,786.97	\$ 1,578.45
8733344	2	\$ 19,786.97	\$ 1,578.45
8733345	2	\$ 19,786.97	\$ 1,578.45
8733346	2	\$ 19,786.97	\$ 1,578.45
8733347	2	\$ 19,786.97	\$ 1,578.45
8733348	2	\$ 19,786.97	\$ 1,578.45
8733349	2	\$ 19,786.97	\$ 1,578.45
8733350	2	\$ 19,786.97	\$ 1,578.45
8733351	2	\$ 19,786.97	\$ 1,578.45
8733352	2	\$ 19,786.97	\$ 1,578.45
8733353	2	\$ 19,786.97	\$ 1,578.45
8733354	2	\$ 19,786.97	\$ 1,578.45
8733355	2	\$ 19,786.97	\$ 1,578.45
8733356	2	\$ 19,786.97	\$ 1,578.45
8733357	2	\$ 19,786.97	\$ 1,578.45
8733358	2	\$ 19,786.97	\$ 1,578.45
8733359	2	\$ 19,786.97	\$ 1,578.45
8733360	2	\$ 19,786.97	\$ 1,578.45
8733361	2	\$ 19,786.97	\$ 1,578.45
8733362	Non-Benefited	\$ -	\$ -

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8733363	Non-Benefited	\$ -	\$ -
8733364	Non-Benefited	\$ -	\$ -
8733365	Non-Benefited	\$ -	\$ -
8733366	4	\$ 23,744.10	\$ 1,894.12
8733367	4	\$ 23,744.10	\$ 1,894.12
8733368	4	\$ 23,744.10	\$ 1,894.12
8733369	4	\$ 23,744.10	\$ 1,894.12
8733370	4	\$ 23,744.10	\$ 1,894.12
8733371	4	\$ 23,744.10	\$ 1,894.12
8733372	4	\$ 23,744.10	\$ 1,894.12
8733373	4	\$ 23,744.10	\$ 1,894.12
8733374	4	\$ 23,744.10	\$ 1,894.12
8733375	4	\$ 23,744.10	\$ 1,894.12
8733376	4	\$ 23,744.10	\$ 1,894.12
8733377	4	\$ 23,744.10	\$ 1,894.12
8733378	4	\$ 23,744.10	\$ 1,894.12
8733379	Non-Benefited	\$ -	\$ -
8733380	3	\$ 22,682.34	\$ 1,809.42
8733381	3	\$ 22,682.34	\$ 1,809.42
8733382	3	\$ 22,682.34	\$ 1,809.42
8733383	3	\$ 22,682.34	\$ 1,809.42
8733384	3	\$ 22,682.34	\$ 1,809.42
8733385	3	\$ 22,682.34	\$ 1,809.42
8733386	3	\$ 22,682.34	\$ 1,809.42
8733387	3	\$ 22,682.34	\$ 1,809.42
8733388	3	\$ 22,682.34	\$ 1,809.42
8733389	3	\$ 22,682.34	\$ 1,809.42
8733390	3	\$ 22,682.34	\$ 1,809.42
8733391	3	\$ 22,682.34	\$ 1,809.42
8733392	3	\$ 22,682.34	\$ 1,809.42
8733393	3	\$ 22,682.34	\$ 1,809.42
8733394	3	\$ 22,682.34	\$ 1,809.42
8733395	3	\$ 22,682.34	\$ 1,809.42
8733396	3	\$ 22,682.34	\$ 1,809.42
8733397	3	\$ 22,682.34	\$ 1,809.42
8733398	2	\$ 19,786.97	\$ 1,578.45
8733399	2	\$ 19,786.97	\$ 1,578.45
8733400	2	\$ 19,786.97	\$ 1,578.45
8733401	2	\$ 19,786.97	\$ 1,578.45
8733402	2	\$ 19,786.97	\$ 1,578.45

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8733403	Non-Benefited		\$ -
8733404	3	\$ 22,682.34	\$ 1,809.42
8733405	3	\$ 22,682.34	\$ 1,809.42
8733406	3	\$ 22,682.34	\$ 1,809.42
8733407	3	\$ 22,682.34	\$ 1,809.42
8733408	3	\$ 22,682.34	\$ 1,809.42
8733409	3	\$ 22,682.34	\$ 1,809.42
8733410	3	\$ 22,682.34	\$ 1,809.42
8733411	3	\$ 22,682.34	\$ 1,809.42
8733412	3	\$ 22,682.34	\$ 1,809.42
8733413	3	\$ 22,682.34	\$ 1,809.42
8733414	3	\$ 22,682.34	\$ 1,809.42
8733415	3	\$ 22,682.34	\$ 1,809.42
8733416	3	\$ 22,682.34	\$ 1,809.42
8733417	3	\$ 22,682.34	\$ 1,809.42
8733418	3	\$ 22,682.34	\$ 1,809.42
8733441	3	\$ 22,682.34	\$ 1,809.42
8733442	3	\$ 22,682.34	\$ 1,809.42
8733443	3	\$ 22,682.34	\$ 1,809.42
8733444	3	\$ 22,682.34	\$ 1,809.42
8733445	3	\$ 22,682.34	\$ 1,809.42
8733446	3	\$ 22,682.34	\$ 1,809.42
8733447	3	\$ 22,682.34	\$ 1,809.42
8733448	3	\$ 22,682.34	\$ 1,809.42
8733449	3	\$ 22,682.34	\$ 1,809.42
8733450	Non-Benefited	\$ -	\$ -
8739590	2	\$ 19,786.97	\$ 1,578.45
8739591	2	\$ 19,786.97	\$ 1,578.45
8739592	2	\$ 19,786.97	\$ 1,578.45
8739593	2	\$ 19,786.97	\$ 1,578.45
8739594	2	\$ 19,786.97	\$ 1,578.45
8739595	2	\$ 19,786.97	\$ 1,578.45
8739596	2	\$ 19,786.97	\$ 1,578.45
8739597	2	\$ 19,786.97	\$ 1,578.45
8739598	2	\$ 19,786.97	\$ 1,578.45
8739599	2	\$ 19,786.97	\$ 1,578.45
8739600	2	\$ 19,786.97	\$ 1,578.45
8739601	2	\$ 19,786.97	\$ 1,578.45
8739602	2	\$ 19,786.97	\$ 1,578.45
8739603	2	\$ 19,786.97	\$ 1,578.45

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8739604	2	\$ 19,786.97	\$ 1,578.45
8739605	2	\$ 19,786.97	\$ 1,578.45
8739606	2	\$ 19,786.97	\$ 1,578.45
8739607	2	\$ 19,786.97	\$ 1,578.45
8739608	2	\$ 19,786.97	\$ 1,578.45
8739609	2	\$ 19,786.97	\$ 1,578.45
8739610	2	\$ 19,786.97	\$ 1,578.45
8739611	2	\$ 19,786.97	\$ 1,578.45
8739612	2	\$ 19,786.97	\$ 1,578.45
8739613	2	\$ 19,786.97	\$ 1,578.45
8739614	2	\$ 19,786.97	\$ 1,578.45
8739615	2	\$ 19,786.97	\$ 1,578.45
8739616	2	\$ 19,786.97	\$ 1,578.45
8739617	2	\$ 19,786.97	\$ 1,578.45
8739618	2	\$ 19,786.97	\$ 1,578.45
8739619	2	\$ 19,786.97	\$ 1,578.45
8739620	2	\$ 19,786.97	\$ 1,578.45
8739621	2	\$ 19,786.97	\$ 1,578.45
8739622	2	\$ 19,786.97	\$ 1,578.45
8739623	2	\$ 19,786.97	\$ 1,578.45
8739624	2	\$ 19,786.97	\$ 1,578.45
8739625	2	\$ 19,786.97	\$ 1,578.45
8739626	2	\$ 19,786.97	\$ 1,578.45
8739627	2	\$ 19,786.97	\$ 1,578.45
8739628	2	\$ 19,786.97	\$ 1,578.45
8739629	2	\$ 19,786.97	\$ 1,578.45
8739630	2	\$ 19,786.97	\$ 1,578.45
8739631	Non-Benefited	\$ -	\$ -
8739632	2	\$ 19,786.97	\$ 1,578.45
8739633	2	\$ 19,786.97	\$ 1,578.45
8739634	2	\$ 19,786.97	\$ 1,578.45
8739635	2	\$ 19,786.97	\$ 1,578.45
8739636	2	\$ 19,786.97	\$ 1,578.45
8739637	2	\$ 19,786.97	\$ 1,578.45
8739638	2	\$ 19,786.97	\$ 1,578.45
8739639	2	\$ 19,786.97	\$ 1,578.45
8739640	2	\$ 19,786.97	\$ 1,578.45
8739641	3	\$ 22,682.34	\$ 1,809.42
8739642	3	\$ 22,682.34	\$ 1,809.42
8739643	3	\$ 22,682.34	\$ 1,809.42

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8739644	3	\$ 22,682.34	\$ 1,809.42
8739645	3	\$ 22,682.34	\$ 1,809.42
8739646	3	\$ 22,682.34	\$ 1,809.42
8739647	3	\$ 22,682.34	\$ 1,809.42
8739648	3	\$ 22,682.34	\$ 1,809.42
8739649	3	\$ 22,682.34	\$ 1,809.42
8739650	3	\$ 22,682.34	\$ 1,809.42
8739651	3	\$ 22,682.34	\$ 1,809.42
8739652	3	\$ 22,682.34	\$ 1,809.42
8739653	3	\$ 22,682.34	\$ 1,809.42
8739654	3	\$ 22,682.34	\$ 1,809.42
8739655	3	\$ 22,682.34	\$ 1,809.42
8739656	3	\$ 22,682.34	\$ 1,809.42
8739657	Non-Benefited	\$ -	\$ -
8739658	Non-Benefited	\$ -	\$ -
8739660	4	\$ 23,744.10	\$ 1,894.12
8739661	4	\$ 23,744.10	\$ 1,894.12
8739662	4	\$ 23,744.10	\$ 1,894.12
8739663	4	\$ 23,744.10	\$ 1,894.12
8739664	4	\$ 23,744.10	\$ 1,894.12
8739665	4	\$ 23,744.10	\$ 1,894.12
8739666	4	\$ 23,744.10	\$ 1,894.12
8739667	4	\$ 23,744.10	\$ 1,894.12
8739668	4	\$ 23,744.10	\$ 1,894.12
8739669	4	\$ 23,744.10	\$ 1,894.12
8739670	4	\$ 23,744.10	\$ 1,894.12
8739671	4	\$ 23,744.10	\$ 1,894.12
8739672	4	\$ 23,744.10	\$ 1,894.12
8739673	4	\$ 23,744.10	\$ 1,894.12
8739674	4	\$ 23,744.10	\$ 1,894.12
8739675	4	\$ 23,744.10	\$ 1,894.12
8739676	4	\$ 23,744.10	\$ 1,894.12
8739677	4	\$ 23,744.10	\$ 1,894.12
8739678	4	\$ 23,744.10	\$ 1,894.12
8739679	4	\$ 23,744.10	\$ 1,894.12
8739680	Non-Benefited	\$ -	\$ -
8739681	4	\$ 23,744.10	\$ 1,894.12
8739682	4	\$ 23,744.10	\$ 1,894.12
8739683	4	\$ 23,744.10	\$ 1,894.12
8739684	4	\$ 23,744.10	\$ 1,894.12

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8739685	Non-Benefited	\$ -	\$ -
8739686	3	\$ 22,682.34	\$ 1,809.42
8739687	3	\$ 22,682.34	\$ 1,809.42
8739688	3	\$ 22,682.34	\$ 1,809.42
8739689	3	\$ 22,682.34	\$ 1,809.42
8739690	3	\$ 22,682.34	\$ 1,809.42
8739691	3	\$ 22,682.34	\$ 1,809.42
8739692	3	\$ 22,682.34	\$ 1,809.42
8739693	Non-Benefited	\$ -	\$ -
8739694	Non-Benefited	\$ -	\$ -
8739695	Non-Benefited	\$ -	\$ -
8739696	3	\$ 22,682.34	\$ 1,809.42
8739697	3	\$ 22,682.34	\$ 1,809.42
8739698	3	\$ 22,682.34	\$ 1,809.42
8739699	3	\$ 22,682.34	\$ 1,809.42
8739700	3	\$ 22,682.34	\$ 1,809.42
8739701	3	\$ 22,682.34	\$ 1,809.42
8739702	3	\$ 22,682.34	\$ 1,809.42
8739703	3	\$ 22,682.34	\$ 1,809.42
8739704	3	\$ 22,682.34	\$ 1,809.42
8739705	Non-Benefited	\$ -	\$ -
8739706	3	\$ 22,682.34	\$ 1,809.42
8739707	3	\$ 22,682.34	\$ 1,809.42
8739708	3	\$ 22,682.34	\$ 1,809.42
8739709	3	\$ 22,682.34	\$ 1,809.42
8739710	3	\$ 22,682.34	\$ 1,809.42
8739711	3	\$ 22,682.34	\$ 1,809.42
8739712	3	\$ 22,682.34	\$ 1,809.42
8739713	3	\$ 22,682.34	\$ 1,809.42
8739714	3	\$ 22,682.34	\$ 1,809.42
8739715	Non-Benefited	\$ -	\$ -
8739716	3	\$ 22,682.34	\$ 1,809.42
8739717	3	\$ 22,682.34	\$ 1,809.42
8739718	3	\$ 22,682.34	\$ 1,809.42
8739719	3	\$ 22,682.34	\$ 1,809.42
8739720	3	\$ 22,682.34	\$ 1,809.42
8739721	3	\$ 22,682.34	\$ 1,809.42
8739722	Non-Benefited	\$ -	\$ -
8739723	Non-Benefited	\$ -	\$ -
8739724	3	\$ 22,682.34	\$ 1,809.42

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8739725	3	\$ 22,682.34	\$ 1,809.42
8739726	3	\$ 22,682.34	\$ 1,809.42
8739727	3	\$ 22,682.34	\$ 1,809.42
8739728	3	\$ 22,682.34	\$ 1,809.42
8739729	3	\$ 22,682.34	\$ 1,809.42
8739730	3	\$ 22,682.34	\$ 1,809.42
8739731	3	\$ 22,682.34	\$ 1,809.42
8739732	3	\$ 22,682.34	\$ 1,809.42
8739733	3	\$ 22,682.34	\$ 1,809.42
8739734	3	\$ 22,682.34	\$ 1,809.42
8739735	3	\$ 22,682.34	\$ 1,809.42
8739736	3	\$ 22,682.34	\$ 1,809.42
8739737	3	\$ 22,682.34	\$ 1,809.42
8739738	Non-Benefited	\$ -	\$ -
8739739	3	\$ 22,682.34	\$ 1,809.42
8739740	3	\$ 22,682.34	\$ 1,809.42
8739741	3	\$ 22,682.34	\$ 1,809.42
8739742	3	\$ 22,682.34	\$ 1,809.42
8739743	3	\$ 22,682.34	\$ 1,809.42
8739744	3	\$ 22,682.34	\$ 1,809.42
8739745	3	\$ 22,682.34	\$ 1,809.42
8739746	Non-Benefited	\$ -	\$ -
8739747	3	\$ 22,682.34	\$ 1,809.42
8739748	3	\$ 22,682.34	\$ 1,809.42
8739749	3	\$ 22,682.34	\$ 1,809.42
8739750	3	\$ 22,682.34	\$ 1,809.42
8739751	3	\$ 22,682.34	\$ 1,809.42
8739752	3	\$ 22,682.34	\$ 1,809.42
8739753	3	\$ 22,682.34	\$ 1,809.42
8739754	3	\$ 22,682.34	\$ 1,809.42
8739755	3	\$ 22,682.34	\$ 1,809.42
8739756	3	\$ 22,682.34	\$ 1,809.42
8739757	3	\$ 22,682.34	\$ 1,809.42
8739758	3	\$ 22,682.34	\$ 1,809.42
8739759	3	\$ 22,682.34	\$ 1,809.42
8739760	3	\$ 22,682.34	\$ 1,809.42
8739761	3	\$ 22,682.34	\$ 1,809.42
8739762	3	\$ 22,682.34	\$ 1,809.42
8739763	3	\$ 22,682.34	\$ 1,809.42
8739764	3	\$ 22,682.34	\$ 1,809.42

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/27 ^{[b],[c],[d]}
8739765	Non-Benefited	\$ -	\$ -
8739766	Non-Benefited	\$ -	\$ -
8739767	5	\$ 23,744.10	\$ 1,894.12
8739768	5	\$ 23,744.10	\$ 1,894.12
8739769	5	\$ 23,744.10	\$ 1,894.12
8739770	5	\$ 23,744.10	\$ 1,894.12
8739771	5	\$ 23,744.10	\$ 1,894.12
8739772	5	\$ 23,744.10	\$ 1,894.12
8739773	5	\$ 23,744.10	\$ 1,894.12
8739774	5	\$ 23,744.10	\$ 1,894.12
8739775	5	\$ 23,744.10	\$ 1,894.12
8739776	5	\$ 23,744.10	\$ 1,894.12
8739777	5	\$ 23,744.10	\$ 1,894.12
8739778	5	\$ 23,744.10	\$ 1,894.12
8739779	5	\$ 23,744.10	\$ 1,894.12
8739780	5	\$ 23,744.10	\$ 1,894.12
8739781	5	\$ 23,744.10	\$ 1,894.12
8739782	5	\$ 23,744.10	\$ 1,894.12
8739783	5	\$ 23,744.10	\$ 1,894.12
8739784	5	\$ 23,744.10	\$ 1,894.12
Total		\$ 12,121,000.11	\$ 966,918.28

Notes:

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

[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

[c] Totals may not add or match the Service Plan or Improvement Area #1 Bond Annual Installment Schedule due to rounding or prepaid unredeemed bonds.

[d] 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.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Improvement Area #1 Bonds			Annual Collection	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Additional Interest ^[b]		
2027	190,000	649,110	60,605	67,202	966,917
2028	198,000	641,035	59,655	56,852	955,542
2029	207,000	632,620	58,665	57,989	956,274
2030	216,000	623,823	57,630	59,149	956,601
2031	225,000	614,643	56,550	60,332	956,524
2032	236,000	604,236	55,425	61,538	957,199
2033	247,000	593,321	54,245	62,769	957,335
2034	259,000	581,898	53,010	64,024	957,932
2035	271,000	569,919	51,715	65,305	957,939
2036	284,000	557,385	50,360	66,611	958,356
2037	300,000	542,120	48,940	67,943	959,003
2038	316,000	525,995	47,440	69,302	958,737
2039	334,000	509,010	45,860	70,688	959,558
2040	352,000	491,058	44,190	72,102	959,349
2041	372,000	472,138	42,430	73,544	960,111
2042	393,000	452,143	40,570	75,015	960,727
2043	415,000	431,019	38,605	76,515	961,139
2044	438,000	408,713	36,530	78,045	961,288
2045	462,000	385,170	34,340	79,606	961,116
2046	488,000	360,338	32,030	81,198	961,566
2047	517,000	332,888	29,590	82,822	962,300
2048	547,000	303,806	27,005	84,479	962,290
2049	580,000	273,038	24,270	86,168	963,476
2050	614,000	240,413	21,370	87,892	963,674
2051	650,000	205,875	18,300	89,649	963,824
2052	689,000	169,313	15,050	91,442	964,805
2053	729,000	130,556	11,605	93,271	964,433
2054	773,000	89,550	7,960	95,137	965,647
2055	819,000	46,069	4,095	97,039	966,203
Total	\$ 12,121,000	\$ 12,437,196	\$ 1,128,040	\$ 2,173,628	\$ 27,859,864

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] 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 G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027 ^[b]
8720280	Improvement Area #2 Initial Parcel	\$ 3,778,000.00	\$ 321,849.52
Total		\$ 3,778,000.00	\$ 321,849.52

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within Improvement Area #2 pro rata based on acreage as reported by Bastrop Central Appraisal District. Future allocation of the Assessment will be done in accordance with Section VI of this Service and Assessment Plan.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

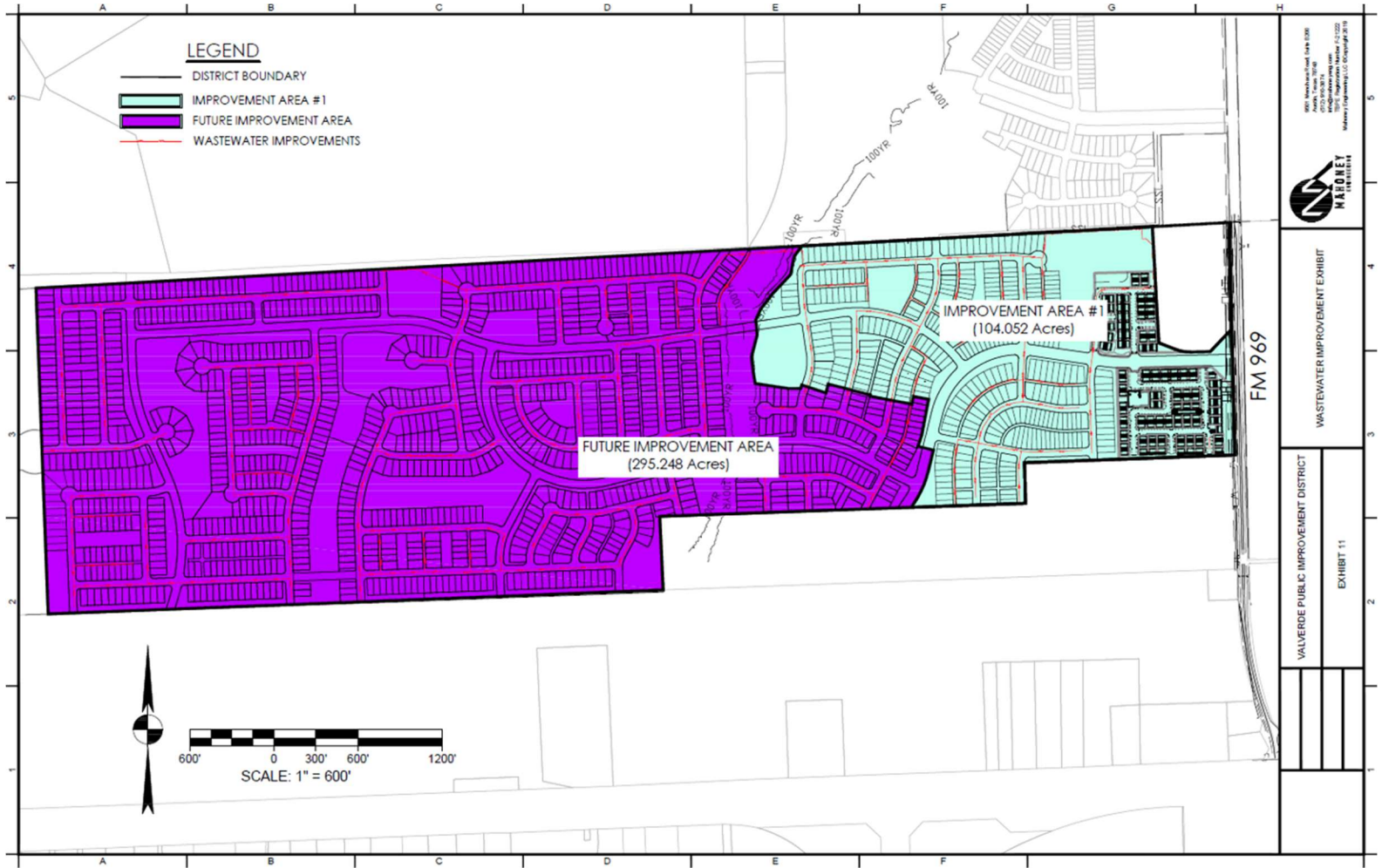
Improvement Area #2 Reimbursement Obligation					
Installment Due 1/31	Principal		Interest ^[a]		Total Annual Collection Costs
					Installment Due ^[b]
2027	\$	45,725	\$	236,125	\$ 321,850
2028	\$	48,582	\$	233,267	\$ 322,650
2029	\$	51,619	\$	230,231	\$ 323,466
2030	\$	54,845	\$	227,005	\$ 324,298
2031	\$	58,273	\$	223,577	\$ 325,147
2032	\$	61,915	\$	219,935	\$ 326,013
2033	\$	65,784	\$	216,065	\$ 326,896
2034	\$	69,896	\$	211,954	\$ 327,797
2035	\$	74,264	\$	207,585	\$ 328,716
2036	\$	78,906	\$	202,944	\$ 329,653
2037	\$	83,838	\$	198,012	\$ 330,609
2038	\$	89,077	\$	192,772	\$ 331,584
2039	\$	94,645	\$	187,205	\$ 332,579
2040	\$	100,560	\$	181,290	\$ 333,594
2041	\$	106,845	\$	175,004	\$ 334,629
2042	\$	113,523	\$	168,327	\$ 335,684
2043	\$	120,618	\$	161,232	\$ 336,761
2044	\$	128,157	\$	153,693	\$ 337,859
2045	\$	136,166	\$	145,683	\$ 338,979
2046	\$	144,677	\$	137,173	\$ 340,122
2047	\$	153,719	\$	128,130	\$ 341,287
2048	\$	163,327	\$	118,523	\$ 342,476
2049	\$	173,534	\$	108,315	\$ 343,689
2050	\$	184,380	\$	97,469	\$ 344,925
2051	\$	195,904	\$	85,945	\$ 346,187
2052	\$	208,148	\$	73,701	\$ 347,474
2053	\$	221,157	\$	60,692	\$ 348,786
2054	\$	234,980	\$	46,870	\$ 350,125
2055	\$	249,666	\$	32,184	\$ 351,490
2056	\$	265,270	\$	16,579	\$ 352,883
Total	\$	3,778,000	\$	4,677,486	\$ 10,078,209

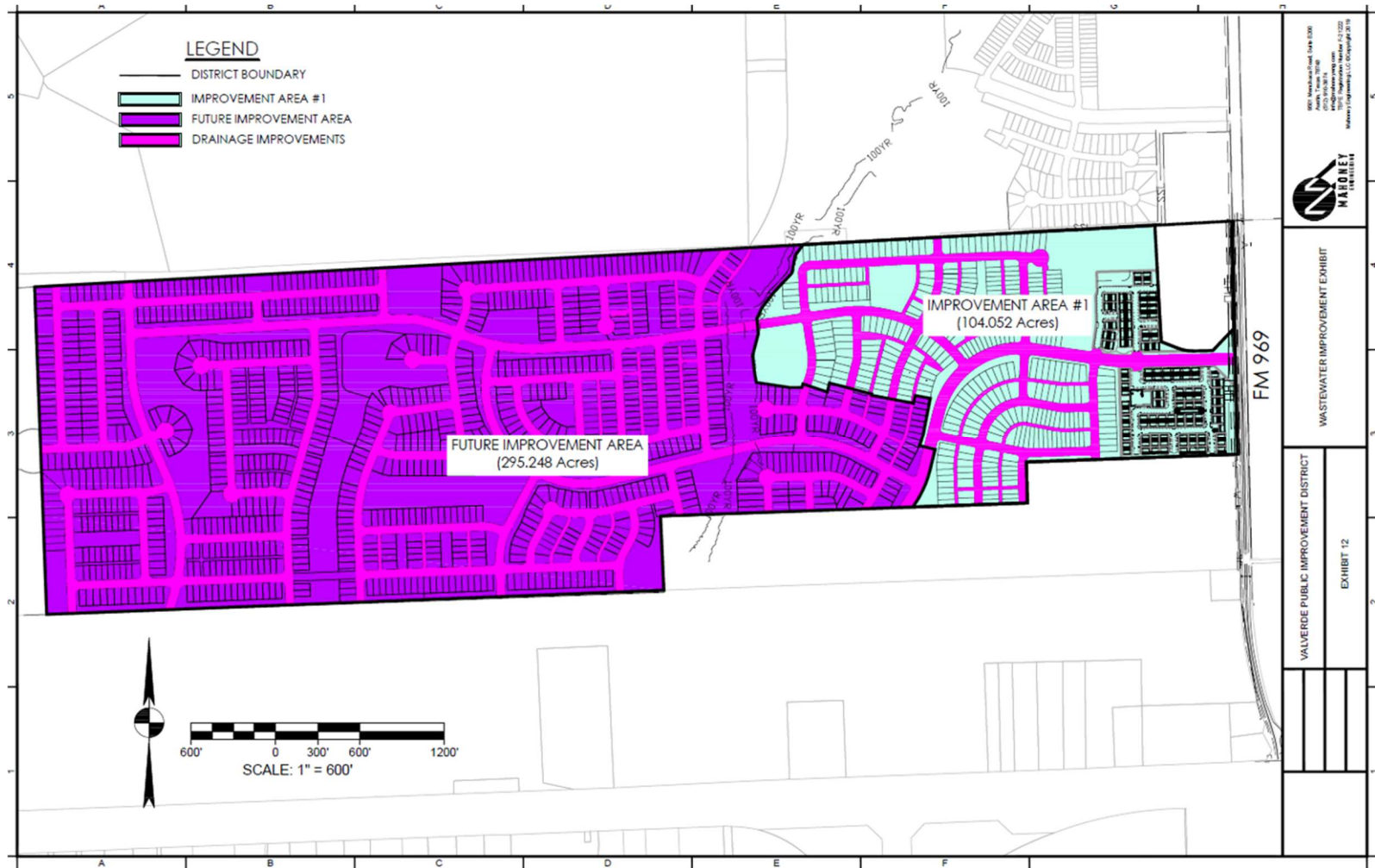
Footnotes:

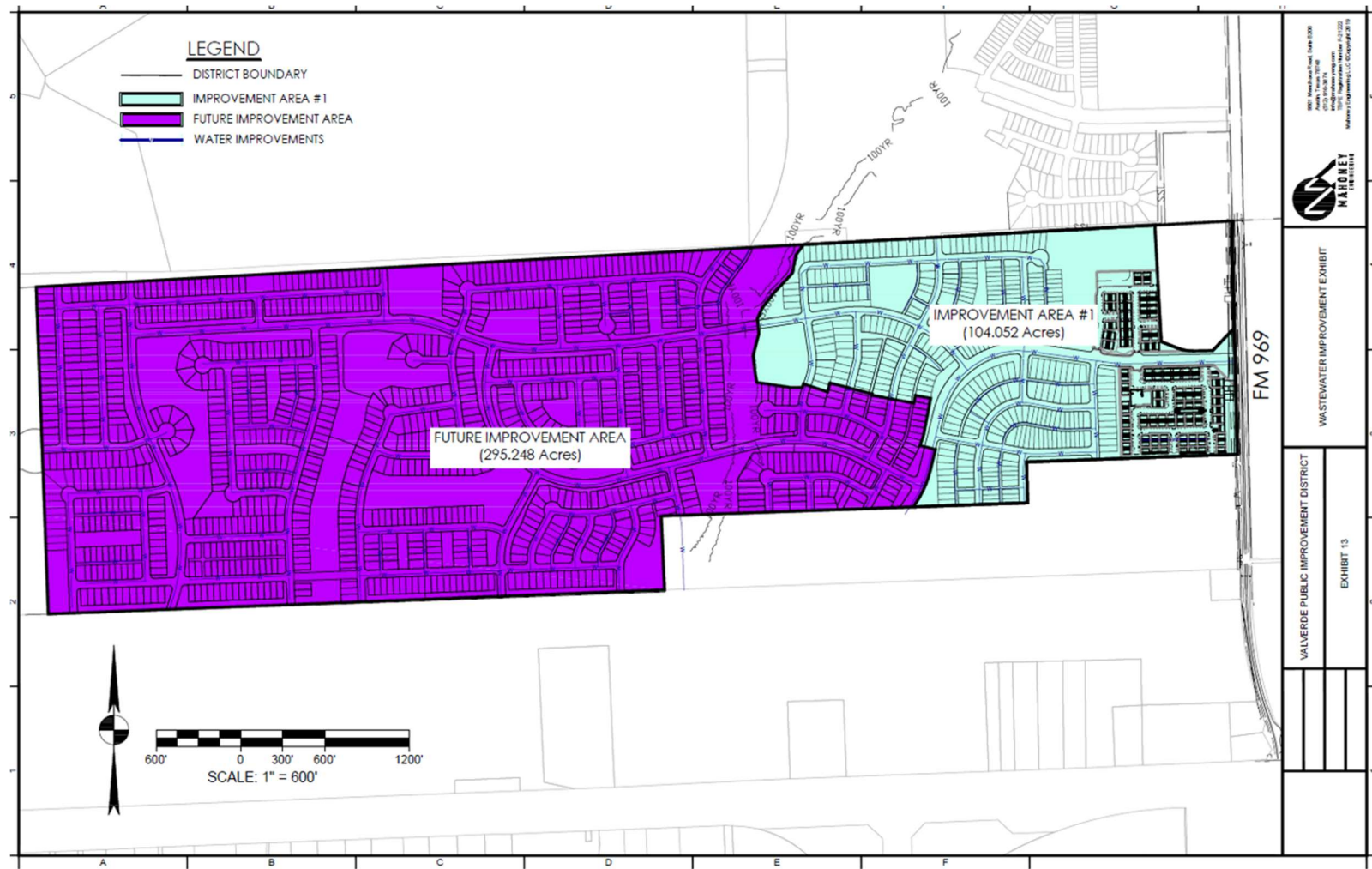
[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS







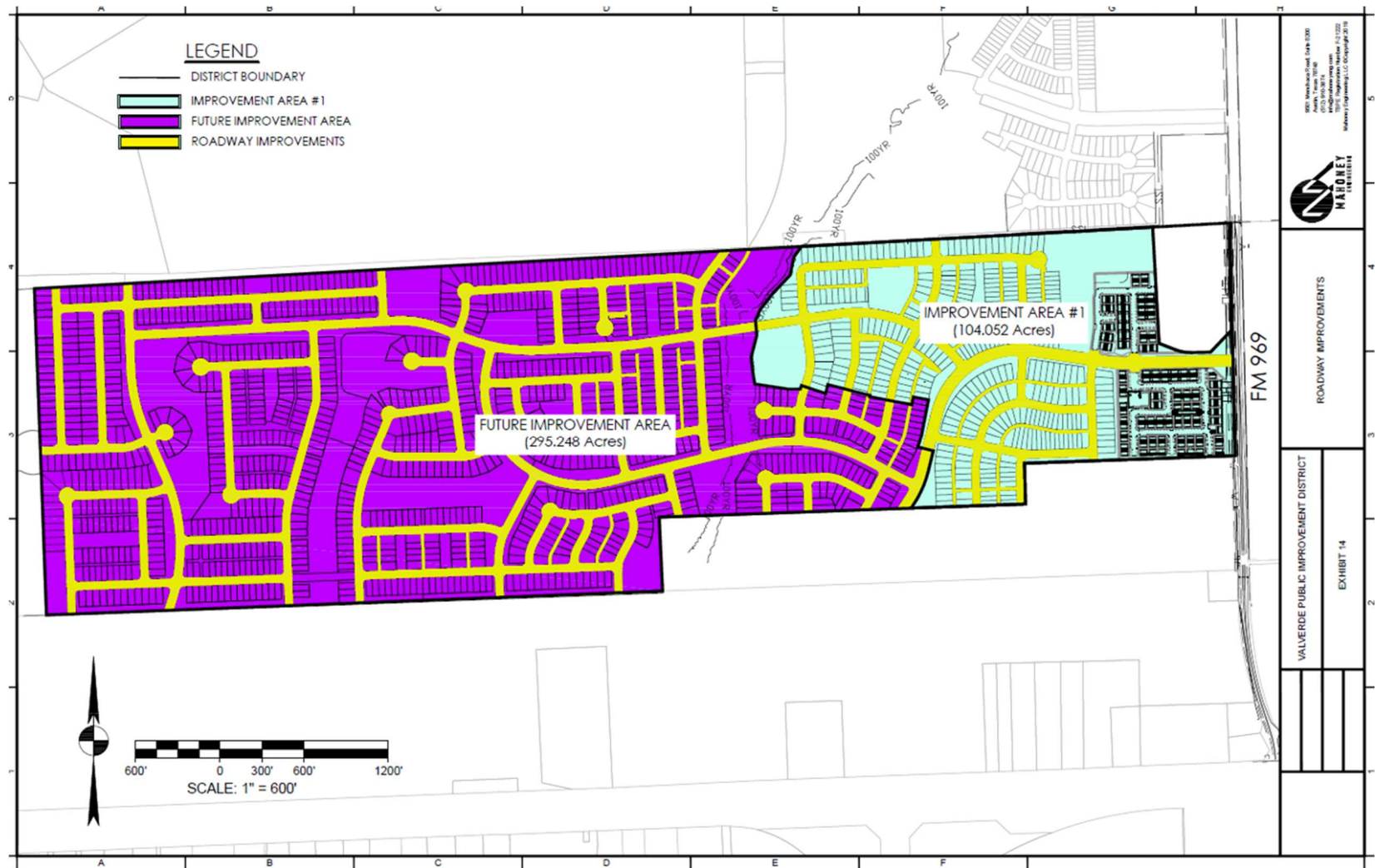
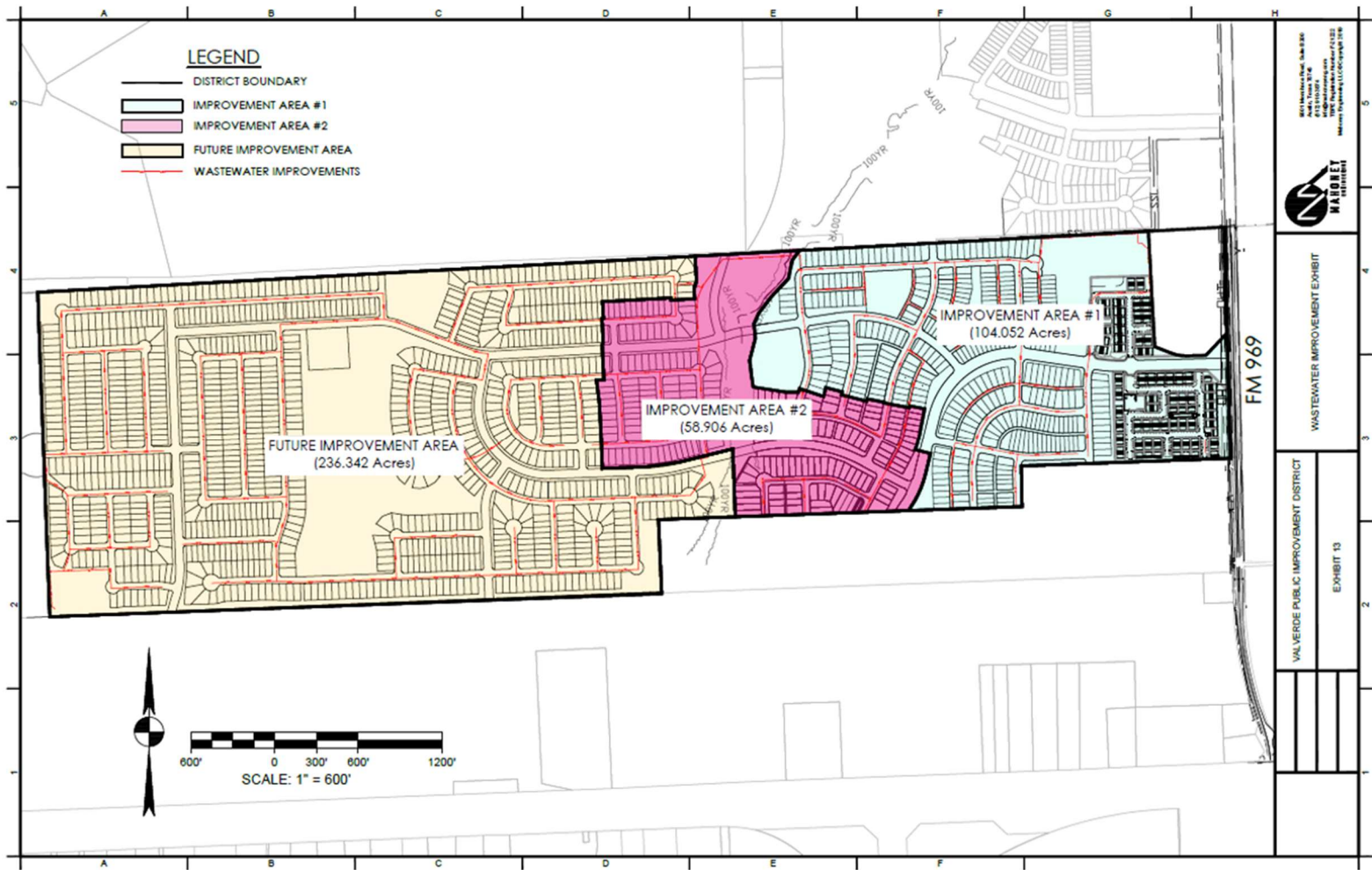
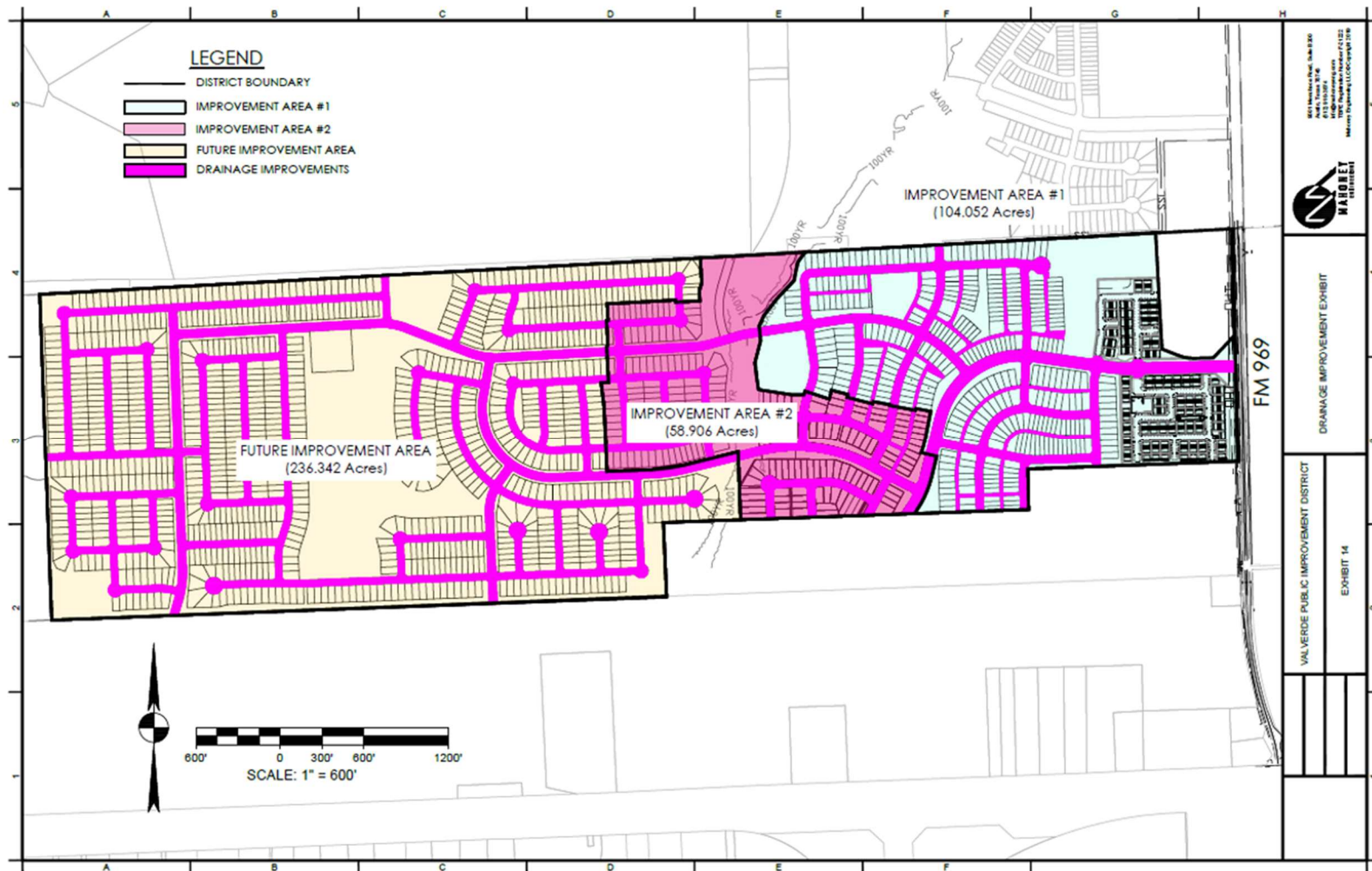
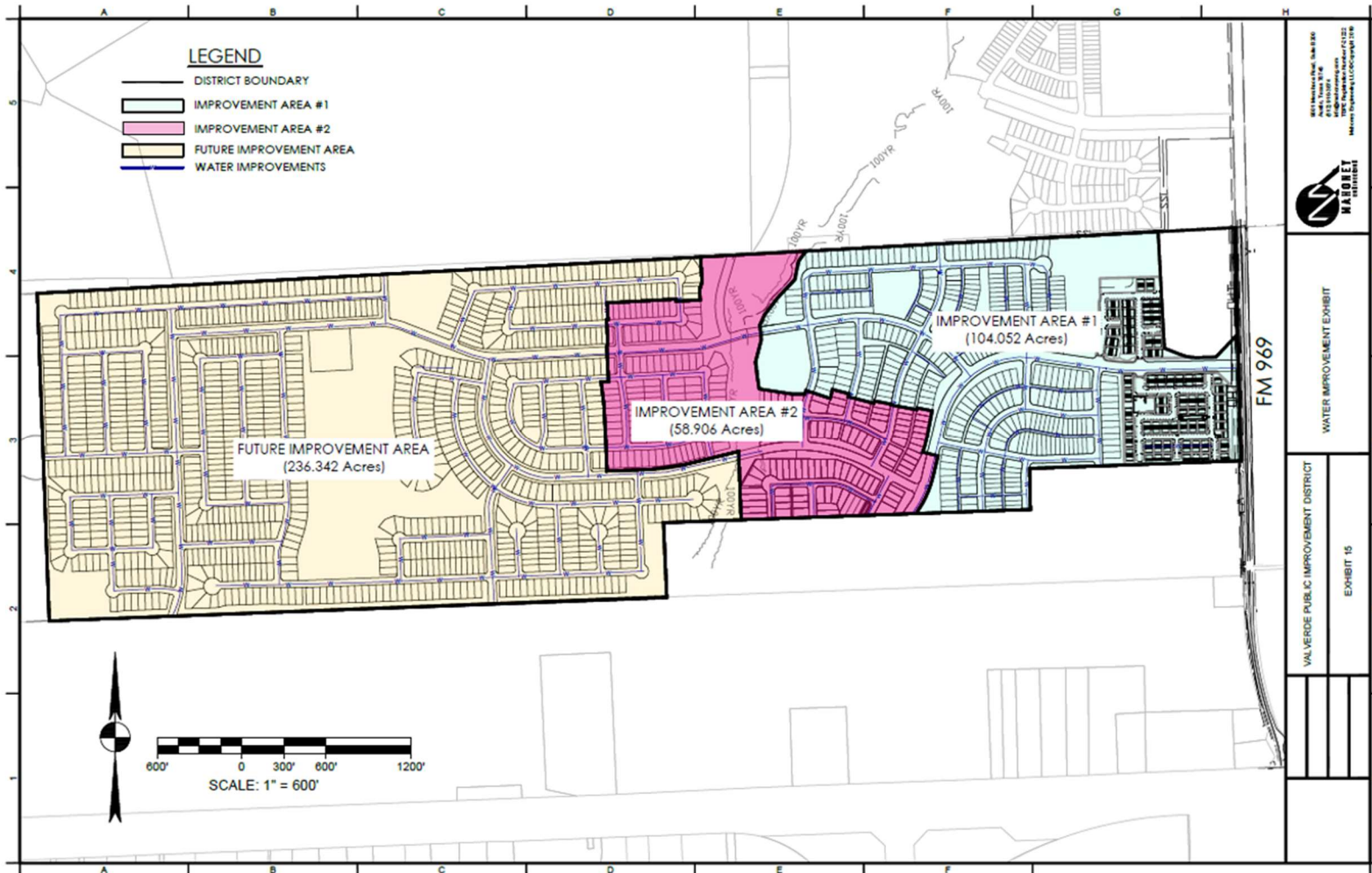


EXHIBIT H-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS







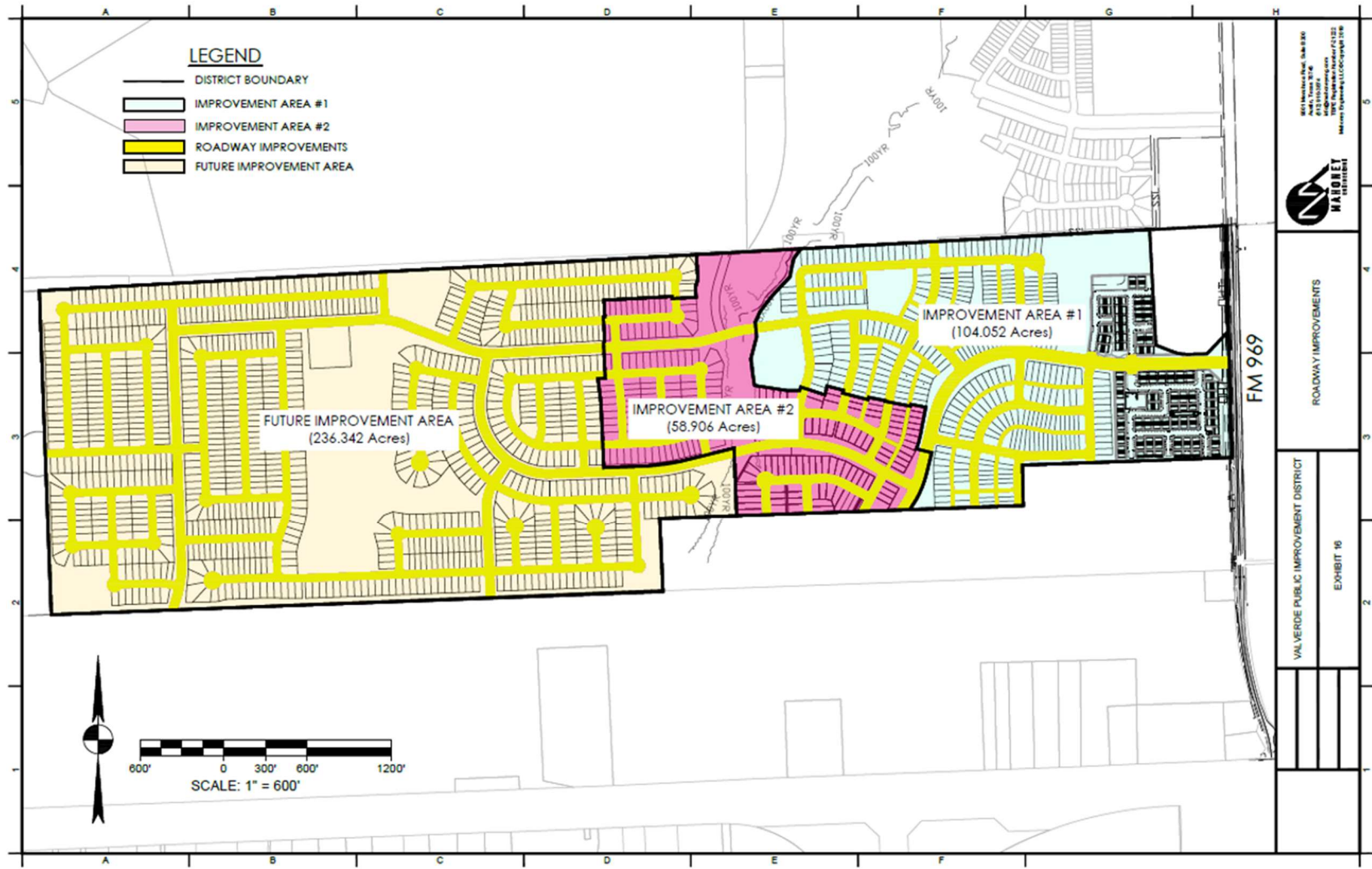


EXHIBIT I – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Bastrop County Clerk's Office
Honorable [County Clerk]
PO Box 577
Bastrop, TX 78602

Re: City of Bastrop Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

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 to my attention:

City of Bastrop
Attn: City Secretary
1311 Chestnut Street
Bastrop, TX 78602

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

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
 1311 Chestnut 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	§	KNOWN ALL MEN BY THESE PRESENTS:
	§	
COUNTY 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, a Texas home rule municipality (the "City").

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council" of the City, Texas 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 of the City; and

WHEREAS, on March 9, 2021, the City Council of the City approved Resolution No. R-2021-28 creating the Viridian Public Improvement District, which was renamed Valverde Public Improvement District (the "District"); and

WHEREAS, the District consists of approximately 399.878 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____ the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Bastrop County, Texas; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Bastrop County, Texas (the "Property");

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF BASTROP, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 20__, by the City Manager for the City of Bastrop, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT J – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

Bond Debt Service
City of Bastrop, Texas
Special Assessment Revenue Bonds, Series 2025
Iverde Public Improvement District Improvement Area
Bonds Callable September 1, 2033 @ Par
FINAL NUMBERS

Period Ending	Principal	Interest	Debt Service
9/1/2025		244,492.31	244,492.31
9/1/2026	182,000	656,845.00	838,845.00
9/1/2027	190,000	649,110.00	839,110.00
9/1/2028	198,000	641,035.00	839,035.00
9/1/2029	207,000	632,620.00	839,620.00
9/1/2030	216,000	623,822.50	839,822.50
9/1/2031	225,000	614,642.50	839,642.50
9/1/2032	236,000	604,236.26	840,236.26
9/1/2033	247,000	593,321.26	840,321.26
9/1/2034	259,000	581,897.50	840,897.50
9/1/2035	271,000	569,918.76	840,918.76
9/1/2036	284,000	557,385.00	841,385.00
9/1/2037	300,000	542,120.00	842,120.00
9/1/2038	316,000	525,995.00	841,995.00
9/1/2039	334,000	509,010.00	843,010.00
9/1/2040	352,000	491,057.50	843,057.50
9/1/2041	372,000	472,137.50	844,137.50
9/1/2042	393,000	452,142.50	845,142.50
9/1/2043	415,000	431,018.76	846,018.76
9/1/2044	438,000	408,712.50	846,712.50
9/1/2045	462,000	385,170.00	847,170.00
9/1/2046	488,000	360,337.50	848,337.50
9/1/2047	517,000	332,887.50	849,887.50
9/1/2048	547,000	303,806.26	850,806.26
9/1/2049	580,000	273,037.50	853,037.50
9/1/2050	614,000	240,412.50	854,412.50
9/1/2051	650,000	205,875.00	855,875.00
9/1/2052	689,000	169,312.50	858,312.50
9/1/2053	729,000	130,556.26	859,556.26
9/1/2054	773,000	89,550.00	862,550.00
9/1/2055	819,000	46,068.76	865,068.76
	12,303,000	13,338,533.63	25,641,533.63

EXHIBIT K – ANNUAL INSTALLMENT SCHEDULE FOR IMPROVEMENT AREA #2 REIMBURSEMENT OBLIGATION

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 45,725	\$ 236,125	\$ 40,000	\$ 321,850
2028	\$ 48,582	\$ 233,267	\$ 40,800	\$ 322,650
2029	\$ 51,619	\$ 230,231	\$ 41,616	\$ 323,466
2030	\$ 54,845	\$ 227,005	\$ 42,448	\$ 324,298
2031	\$ 58,273	\$ 223,577	\$ 43,297	\$ 325,147
2032	\$ 61,915	\$ 219,935	\$ 44,163	\$ 326,013
2033	\$ 65,784	\$ 216,065	\$ 45,046	\$ 326,896
2034	\$ 69,896	\$ 211,954	\$ 45,947	\$ 327,797
2035	\$ 74,264	\$ 207,585	\$ 46,866	\$ 328,716
2036	\$ 78,906	\$ 202,944	\$ 47,804	\$ 329,653
2037	\$ 83,838	\$ 198,012	\$ 48,760	\$ 330,609
2038	\$ 89,077	\$ 192,772	\$ 49,735	\$ 331,584
2039	\$ 94,645	\$ 187,205	\$ 50,730	\$ 332,579
2040	\$ 100,560	\$ 181,290	\$ 51,744	\$ 333,594
2041	\$ 106,845	\$ 175,004	\$ 52,779	\$ 334,629
2042	\$ 113,523	\$ 168,327	\$ 53,835	\$ 335,684
2043	\$ 120,618	\$ 161,232	\$ 54,911	\$ 336,761
2044	\$ 128,157	\$ 153,693	\$ 56,010	\$ 337,859
2045	\$ 136,166	\$ 145,683	\$ 57,130	\$ 338,979
2046	\$ 144,677	\$ 137,173	\$ 58,272	\$ 340,122
2047	\$ 153,719	\$ 128,130	\$ 59,438	\$ 341,287
2048	\$ 163,327	\$ 118,523	\$ 60,627	\$ 342,476
2049	\$ 173,534	\$ 108,315	\$ 61,839	\$ 343,689
2050	\$ 184,380	\$ 97,469	\$ 63,076	\$ 344,925
2051	\$ 195,904	\$ 85,945	\$ 64,337	\$ 346,187
2052	\$ 208,148	\$ 73,701	\$ 65,624	\$ 347,474
2053	\$ 221,157	\$ 60,692	\$ 66,937	\$ 348,786
2054	\$ 234,980	\$ 46,870	\$ 68,275	\$ 350,125
2055	\$ 249,666	\$ 32,184	\$ 69,641	\$ 351,490
2056	\$ 265,270	\$ 16,579	\$ 71,034	\$ 352,883
Total	\$ 3,778,000	\$ 4,677,486	\$ 1,622,723	\$ 10,078,209

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-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

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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

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

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EXHIBIT L-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;

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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

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

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EXHIBIT L-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
Improvement Area 2
58.906 Acres
Job No. 8225-01

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 58.906 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, 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 ALL OF VALVERDE SECTION 2, PHASE 4 AS RECORDED IN CABINET 10, PAGE 21-A AND A PORTION OF THE RIGHT-OF-WAY OF PUERTO PLATA AVENUE (R.O.W. ~ VARIES) AS SHOWN ON THE PLAT OF AMENDED PLAT OF VALVERDE SECTION 1, PHASE 1 & 2, AS RECORDED IN CABINET 8, PAGE 66-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 58.906 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a cap stamped "BGE INC" set on the north line of the remainder of 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, at the common corner of the remainder of said 399.878 acre tract and the aforementioned Valverde Section 2, Phase 4, for the southerly southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 02°04'06" W, coincident with the common line of the remainder of the 399.88 acre tract and Trinity Ranch Section 2, Phase 4, a distance of 238.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty-four (24) courses:

- 1) N 02°02'33" W, a distance of 247.47 feet to a calculated point for a re-entrant corner of the herein described tract;
- 2) S 76°12'49" W, a distance of 398.68 feet to a calculated point for a point of curvature of the herein described tract;
- 3) Curving to the right, with a radius of 1,170.00 feet, an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of S 82°01'53" W, and a chord distance of 237.19 feet to a calculated point for a point of tangency of the herein described tract;
- 4) S 87°50'56" W, a distance of 314.03 feet to a calculated point for a corner of the herein described tract;
- 5) N 02°09'04" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;

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- 6) N 87°50'56" E, a distance of 2.06 feet to a calculated point for a re-entrant corner of the herein described tract;
- 7) N 03°08'55" W, a distance of 259.86 feet to a calculated point for an angle point of the herein described tract;
- 8) N 04°24'22" W, a distance of 45.01 feet to a calculated point for an angle point of the herein described tract;
- 9) N 07°35'18" W, a distance of 145.44 feet to a calculated point for a corner of the herein described tract;
- 10) N 86°51'05" E, a distance of 53.51 feet to a calculated point for a re-entrant corner of the herein described tract;
- 11) N 03°08'55" W, a distance of 250.00 feet to a calculated point for a corner of the herein described tract;
- 12) N 86°51'05" E, a distance of 9.99 feet to a calculated point for a re-entrant corner of the herein described tract;
- 13) N 03°08'55" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;
- 14) N 86°51'05" E, a distance of 11.27 feet to a calculated point for a re-entrant corner of the herein described tract;
- 15) N 03°08'55" W, a distance of 120.00 feet to a calculated point for the westerly northwest corner of the herein described tract;
- 16) N 86°51'05" E, a distance of 490.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) N 03°08'55" W, a distance of 2.80 feet to a calculated point for a corner of the herein described tract;
- 18) N 86°51'05" E, a distance of 50.00 feet to a calculated point for a corner of the herein described tract;
- 19) S 03°08'55" E, a distance of 18.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 20) N 86°51'05" E, a distance of 121.17 feet to a calculated point for a re-entrant corner of the herein described tract;

- 21) N 03°03'43" W, a distance of 93.72 feet to a calculated point for an angle point of the herein described tract;
- 22) N 29°13'19" E, a distance of 37.03 feet to a calculated point for an angle point of the herein described tract;
- 23) N 03°09'43" W, a distance of 71.30 feet to a calculated point for an angle point of the herein described tract;
- 24) N 03°12'19" W, a distance of 108.91 feet to 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 The Colony MUD 1B, Section 3 as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, for the northerly 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 The Colony MUD 1B, Section 3, and The Colony MUD 1B, Section 1 as recorded in Cabinet 7, Page 85-A of the Plat Records of Bastrop County, Texas, a distance of 747.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 399.878 acre tract and Valverde Section 1, Phase 3 as recorded in Cabinet 9, Page 56-B of the Plat Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, departing said common, coincident with the common line of the remainder of the 399.878 acre tract, said Valverde Section 1, Phase 3, the Amended Plat Valverde Section 1, Phases 1 & 2 as recorded in Cabinet 8, Page 66-B of the Plat Records of Bastrop County, Texas, and Valverde Amenity Center as recorded in Cabinet 8, Page 83-A of the Plat Records of Bastrop County, Texas, the following nine (9) courses:

- 1) S 35°04'52" W, a distance of 89.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 11°34'46" W, a distance of 134.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°42'09" W, a distance of 173.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) S 37°48'33" W, a distance of 149.36 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) S 24°20'55" W, a distance of 85.38 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) S 04°59'40" E, a distance of 107.39 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) S 14°35'31" W, a distance of 160.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 8) S 06°16'41" E, a distance of 103.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract
- 9) S 09°33'10" E, a distance of 89.33 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, S 81°06'35" E, continuing coincident with said common, passing at a distance of 36.89 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of the aforementioned Valverde Section 2, Phase 4, continuing coincident with the common line of said Valverde Section 2, Phase 4 and Valverde Amenity Center, a total distance of 238.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, N 90°00'00" E, continuing coincident with said common line, a distance of 88.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, N 18°16'38" E, continuing coincident with said common line, a distance of 27.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of Valverde Section 2, Phase 4 and the aforementioned Valverde Section 1, Phase 3, for a corner of the herein described tract;

THENCE, coincident with the common line of Valverde Section 2, Phase 4 and said Valverde Section 1, Phase 3, the following sixteen (16) courses:

- 1) S 71°43'22" E, a distance of 181.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) N 14°19'35" E, a distance of 65.69 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 3) S 75°40'25" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 4) S 14°19'35" W, a distance of 22.28 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;
- 5) S 75°40'25" E, a distance of 189.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 6) N 14°14'48" E, a distance of 17.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

- 7) S 79°11'39" E, a distance of 120.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 8) S 10°48'21" W, a distance of 5.80 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;
- 9) S 79°21'54" E, a distance of 55.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 10) S 79°11'39" E, a distance of 130.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 11) N 10°48'21" E, a distance of 13.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 12) S 79°05'37" E, a distance of 109.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 13) S 10°53'55" W, a distance of 218.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 14) S 15°39'08" W, a distance of 52.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 15) S 20°55'17" W, a distance of 36.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 16) S 76°44'36" E, a distance of 34.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of the aforementioned Puerto Plata Avenue right-of-way, 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 said right-of-way and Lot 17, Block "M", as shown on the aforementioned plat of Valverde Section 1, Phase 3, for an easterly corner of the herein described tract;

THENCE, coincident with the common line of said right-of-way and said Lot 17, 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 a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

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- 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 at the common corner of the remainder of a called 25.070 acre tract of land as conveyed unto IP-TX 2, LLC in Document Number 202213654, a called 0.8459 of one acre tract of land as conveyed unto the City of Bastrop, Texas, in Document Number 202313159, both of the Official Public Records of Bastrop County, Texas, for the common corner of Valverde Section 1, Phase 3, and the right-of-way of Puerto Plata Avenue, and the southeast of a corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of said right-of-way, Valverde Section 2, Phase 4, said 0.8459 of one acre tract, the remainder of said 25.070 acre tract and the aforementioned remainder of the 25.071 acre tract, a distance of 1,244.02 feet to the POINT OF BEGINNING and containing 58.906 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 under the direction of the undersigned 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



9/3/2026

Date

Date: September 3, 2026
Job No: 8225-01

EXHIBIT L-4 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

EXHIBIT ____

DR Horton
Future Improvements Area
236.342 Acres
Job No. 8225-01

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 236.342 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING 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, SAID 236.342 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 north line of the remainder of 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, at the common corner of the remainder of said 399.878 acre tract and Valverde Section 2, Phase 4 as recorded in Cabinet 10, Pages 21-A of the Plat Records of Bastrop County, Texas, for the southeast corner and **POINT OF BEGINNING** 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, and said 25.071 acre tract, a distance of 551.57 feet to a calculated point at the northwest corner of the 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 Lot 496, Block "C", as shown on the plat of The Colony MUD 1C, Section 6, as recorded in Cabinet 7, Page 199-B of the Plat Records of Bastrop County, Texas, for the northwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, the aforementioned Lot 496, Block "C", Lot 495, Block "C", as shown on the plat of The Colony MUD 1C, Section 4, as recorded in Cabinet 7, Page 137-B of the Plat Records of Bastrop County, Texas, Lot 490, Lot 491 Block "B" and Lot 492, Block "C", as shown on the plat of The Colony MUD 1C, Section 2, as recorded in Cabinet 7, Page 141-A of the Plat Records of Bastrop County, Texas, a called 1.025 acre tract of land as conveyed unto New Colony Residential Community, Inc. in Document Number 202300120 of the Official Public Records of Bastrop County, Texas, and Lot 478, Block "B", as shown on the plat of The Colony MUD 1B, Section 3, as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, a distance of 4,722.87 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty four (24) courses:

- 1) S 03°12'19" E, a distance of 108.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 03°09'43" E, a distance of 71.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 29°13'19" W, a distance of 37.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) S 03°03'43" E, a distance of 93.72 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;
- 5) S 86°51'05" W, a distance of 121.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 6) N 03°08'55" W, a distance of 18.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 7) S 86°51'05" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

- 8) S 03°08'55" E, a distance of 2.80 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;
- 9) S 86°51'05" W, a distance of 490.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 10) S 03°08'55" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 11) S 86°51'05" W, a distance of 11.27 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;
- 12) S 03°08'55" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 13) S 86°51'05" W, a distance of 9.99 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;
- 14) S 03°08'55" E, a distance of 250.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 15) S 86°51'05" W, a distance of 53.51 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;
- 16) S 07°35'18" E, a distance of 145.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 17) S 04°24'22" E, a distance of 45.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 18) S 03°08'55" E, a distance of 259.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 19) S 87°50'56" W, a distance of 2.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 20) S 02°09'04" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 21) N 87°50'56" E, a distance of 314.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 22) Curving to the left, with a radius of 1,170.00 feet an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of N 82°01'53" E, and a chord distance of 237.19 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;

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23) N 76°12'49" E, a distance of 398.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

24) S 02°02'33" E, a distance of 247.47 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at an angle point in the west line of the aforementioned Valverde Section 2, Phase 4, for an angle point in the east line of the remainder of the 399.878 acre tract, and the herein described tract; and

THENCE, S 02°04'06" E, coincident with the common line of the remainder of the 399.878 acre tract and said Valverde Section 2, Phase 4, a distance of 238.28 feet to the **POINT OF BEGINNING** and containing 236.342 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 under the direction of the undersigned in conjunction with this metes and bounds description.

Dion P. Albertson

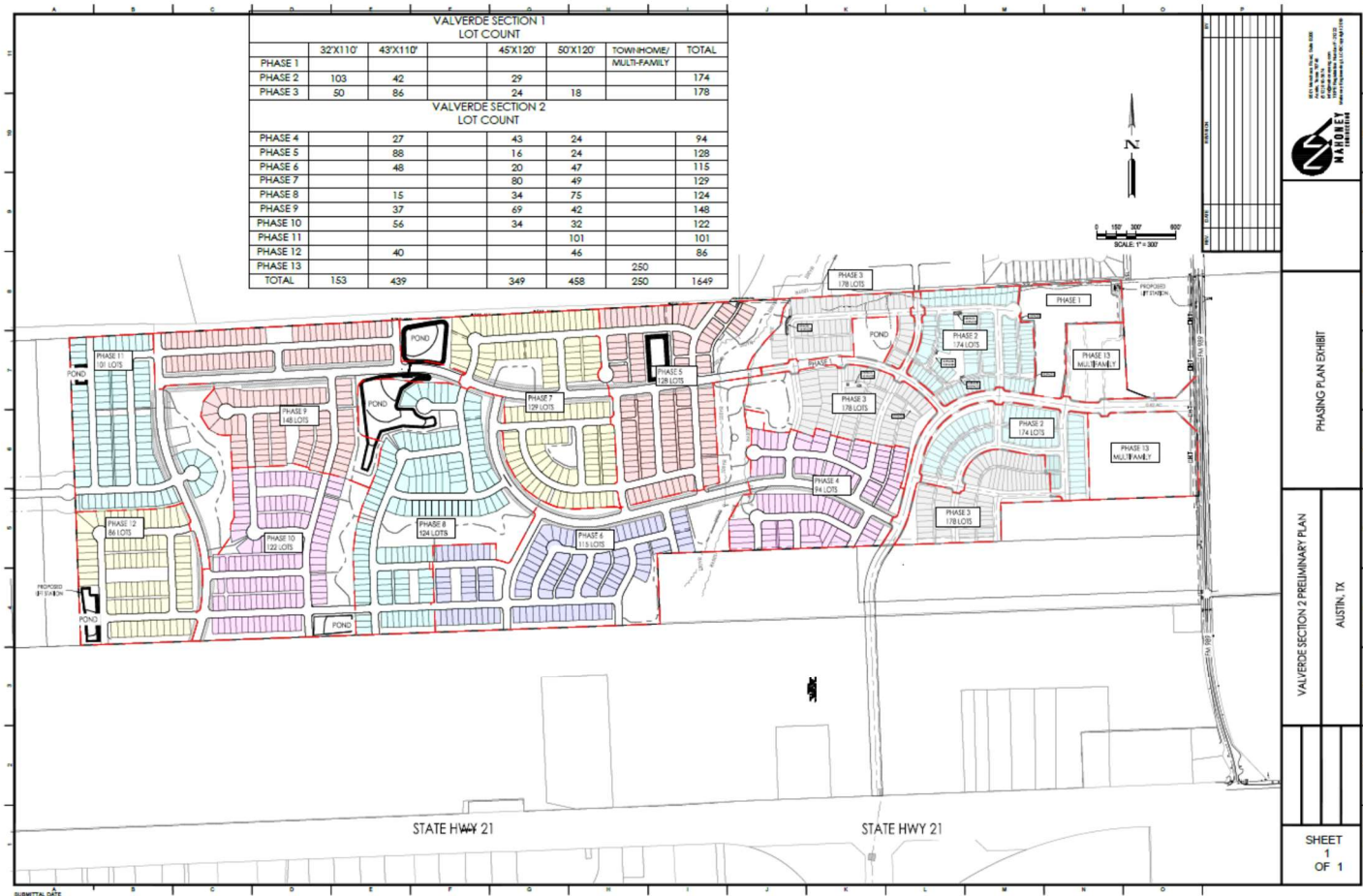
Dion P. Albertson RPLS Number 4963
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TBPLS Licensed Surveying Firm Number 10194490



9/3/2026
Date

Date: September 3, 2026
Job No: 8225-01

EXHIBIT M – LOT TYPE CLASSIFICATION MAP



APPENDIX A – ENGINEER’S REPORT

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Engineering Report

For

Valverde Public Improvement District Bastrop, Bastrop County, Texas

Prepared by:

Mahoney Engineering, LLC

3815 S. Capital Texas Highway, Suite 200
Austin, Texas 78704

September 4, 2026



TBPELS # F-21222



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1.0 INTRODUCTION

The Valverde Development is a 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 Valverde Public Improvement District, and it encompasses approximately a 400-acre tract of land that allows for construction of up to approximately 1,565 Single-Family Residential units and 250 attached Multi-Family units for a total of 1,815 residential units. A site location map has been included in **Exhibit 1**.

This report includes supporting documentation for the formation of the Valverde 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 Valverde PID.

2.0 DEVELOPMENT COST

An Engineer's Opinion of Probable Cost (Engineer's OPC) has been prepared for all on-site infrastructure. The Engineer's OPC has been provided as **Exhibit 11**.

3.0 DEVELOPMENT IMPROVEMENTS

The district total development improvements consist of 253-acres of Single-Family Residential, 94 acres of Parks and Open Space, 18.20-acres of CORE and 35-acres of Major ROW.

Improvement Area #1 of the development consisting of 104.052-acres has been annexed into the Bastrop City Limits. The improvement area consists of 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 Valverde Development.

Improvement Area #2 of the development consisting of 58.906-acres will be annexed into the Bastrop City Limits once completed. The improvement area consists of Phase 4 which includes 95 Single-Family Lots, Major ROW and associated improvements; and Phase 5 which includes 110 Single-Family Lots, Major ROW and associated improvements.

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 12** through **Exhibit 16**.



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
5. Valverde Multifamily North:
82 Multifamily Units

For a total of 352 Single-Family Residential Lots and 250 Multifamily Units.

Improvement Area #2

The following plans within **Improvement Area #2** have been **designed and approved** by City of Bastrop Planning and Development Department:

1. Valverde Phase 4 Public Improvement Plans and Final Drainage Plans:
95 Single Family Lots

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

1. Valverde Phase 5 Public Improvement Plans and Final Drainage Plans:
110 Single Family Lots | This Phase is currently under review by the City, and is expected to be approved by September of 2026

For a total of 205 Single-Family Residential Lots.

Future Improvement Area



Preliminary planning for the Future Development Area consisting of 1,008 single family lots has been prepared.

4.2 CONSTRUCTION STAGE

Improvement Area Phase #1

The following phases within **Improvement Area #1** have been **constructed**:

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
5. Valverde Multifamily North:
82 Multifamily Units

For a total of 352 Single-Family Residential Lots and 250 Multifamily Units.

Improvement Area #2

The following plans within **Improvement Area 2** have been **constructed** by City of Bastrop Planning and Development Department:

1. Valverde Phase 4:
95 Single Family Lots

The following is expected to begin construction this year:

1. Valverde Phase 5:
110 Single Family Lots

Future Improvement Area

The first phase of construction within the Future Improvement Area is Valverde Phase 6, with an approximate construction start in Fall of 2027. This entire area of development is expected to be completed between 2028 and 2036.

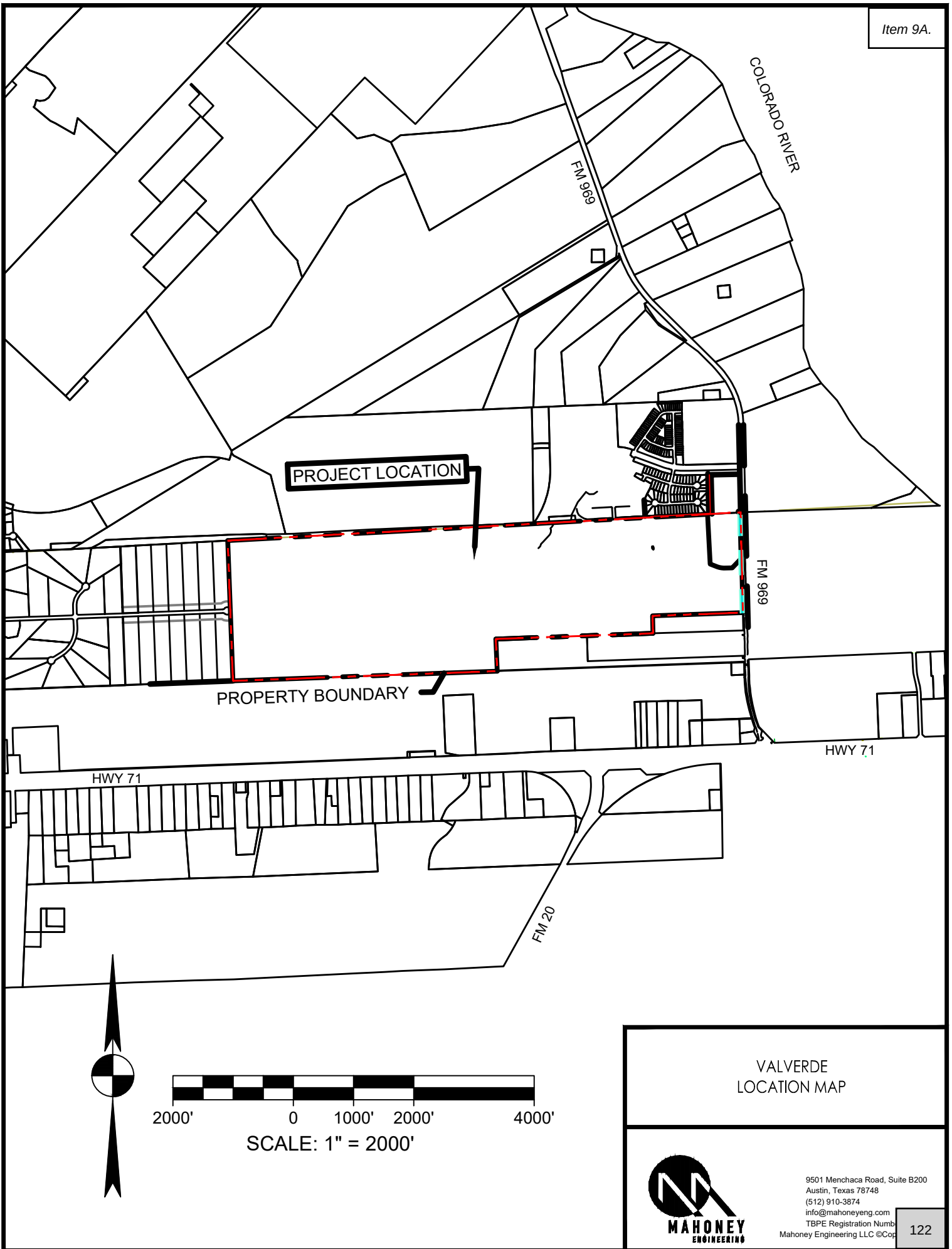


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EXHIBIT 1. SITE LOCATION MAP



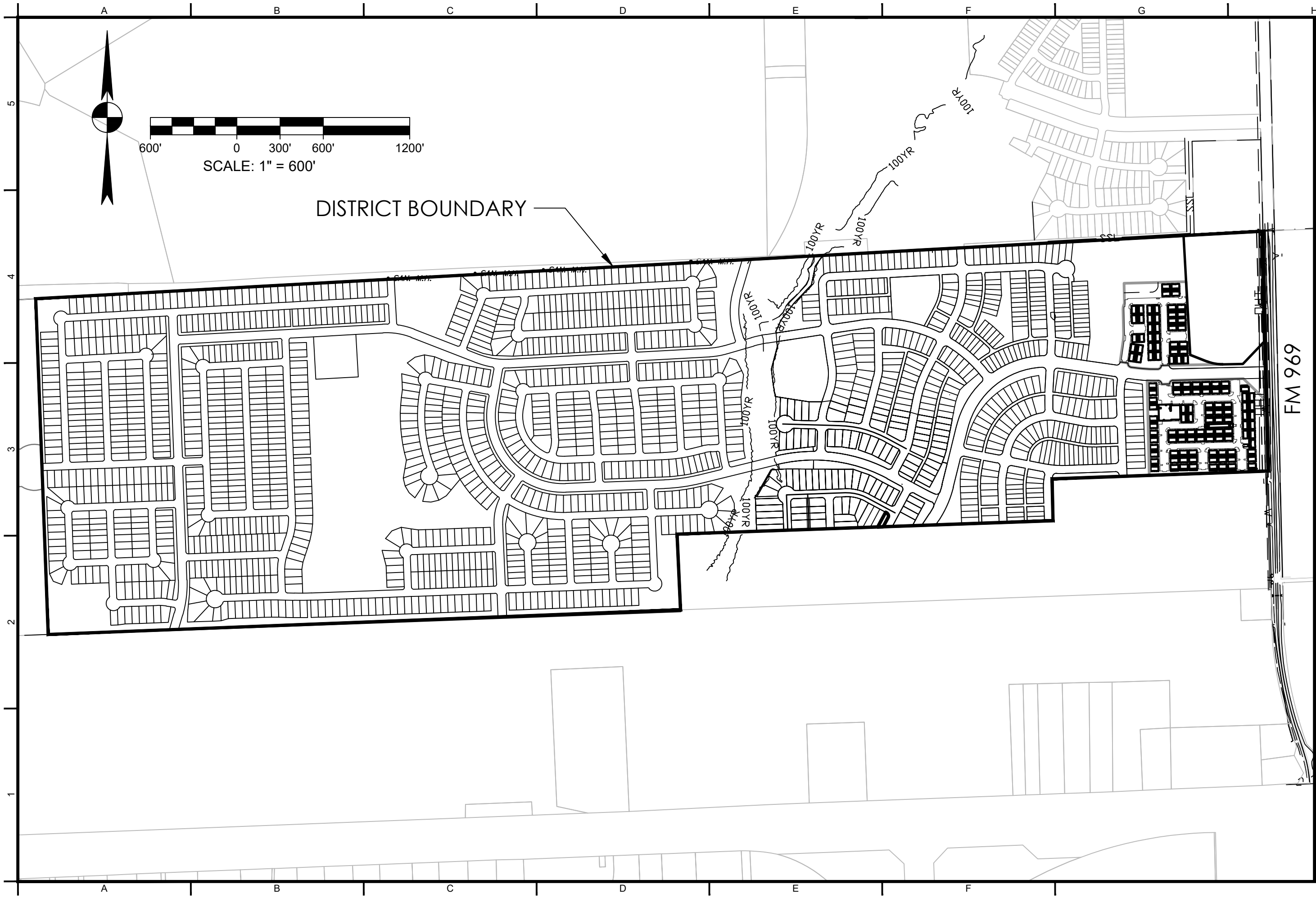
VALVERDE
LOCATION MAP



9501 Manchaca Road, Suite B200
Austin, Texas 78748
(512) 910-3874
info@mahoneyeng.com
TBPE Registration Number
Mahoney Engineering LLC ©Copyright



EXHIBIT 2. DISTRICT BOUNDARY MAP



Item 9A.

9501 Menchaca Road, Suite B200
Austin, Texas 78746
(512) 910-5874
info@mahoneyeng.com
TBPPE Registration Number F-212
Mahoney Engineering LLC ©Copyright 2014



DISTRICT AREA MAP

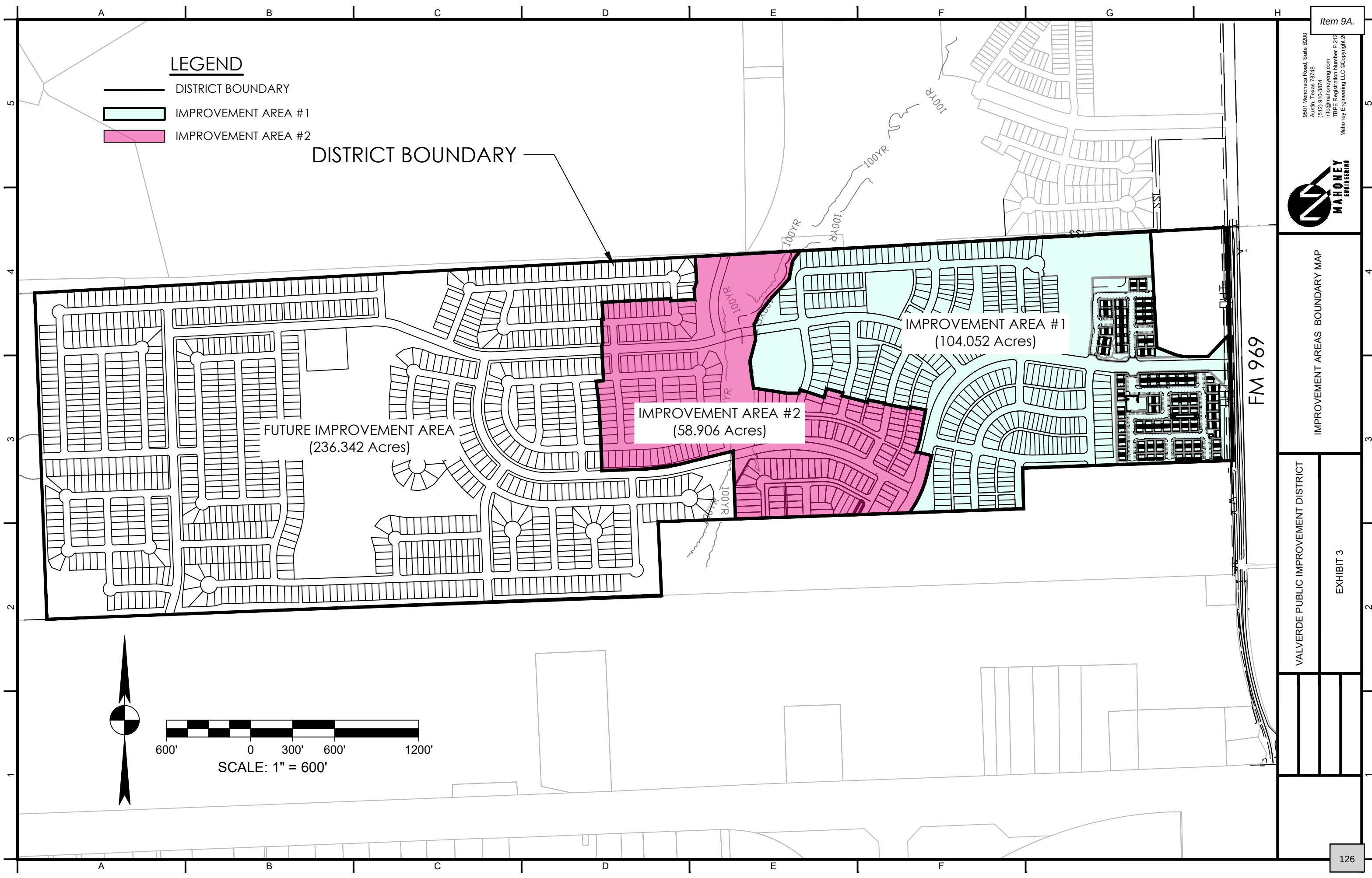
VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 2

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EXHIBIT 3. IMPROVEMENT AREAS BOUNDARY MAP AND IMPROVEMENTS



Item 9A.



IMPROVEMENT AREAS BOUNDARY MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 3



EXHIBIT 4. FUTURE IMPROVEMENT AREA BOUNDARY MAP AND IMPROVEMENTS



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.



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

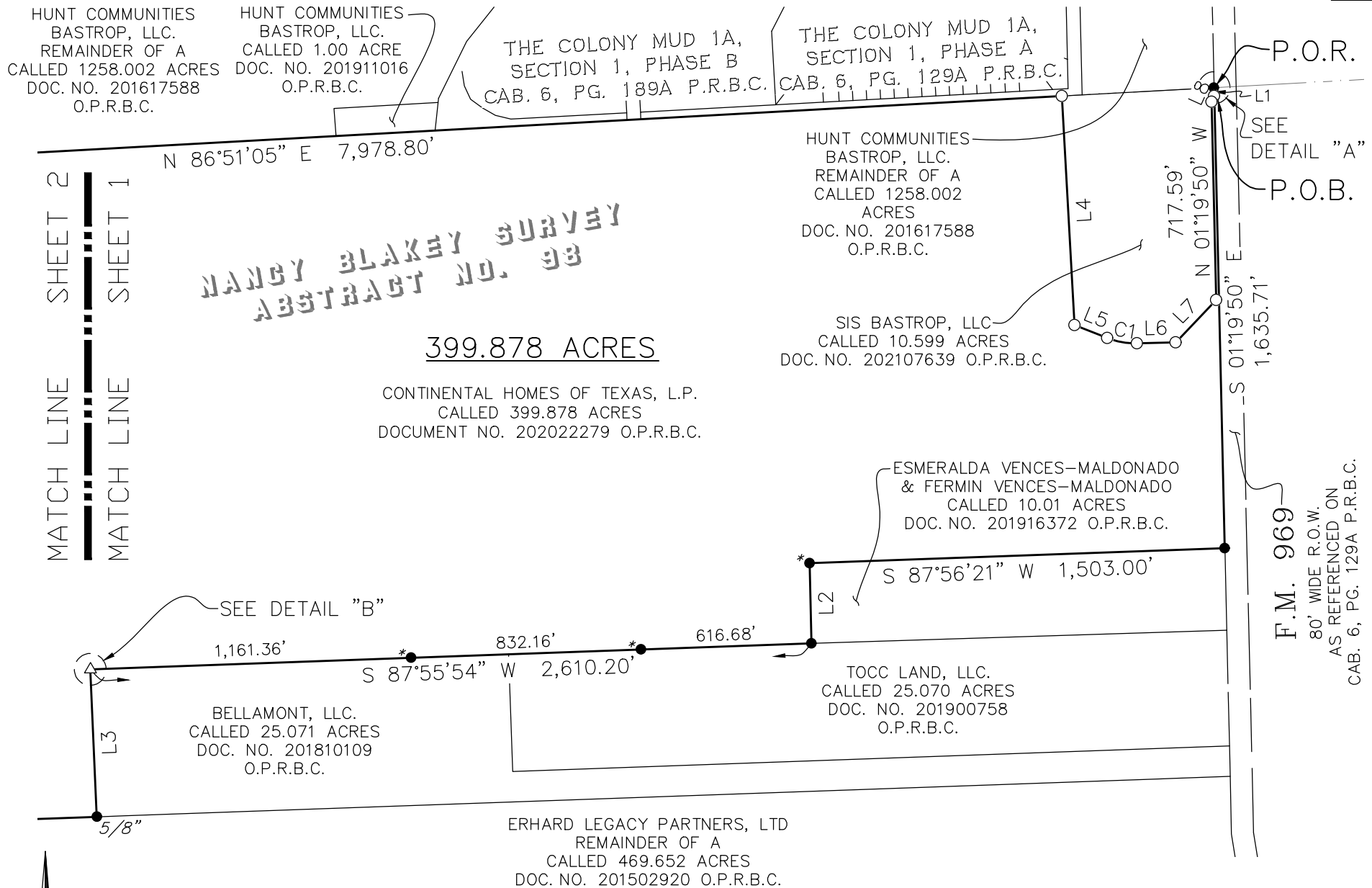
Client:

Date: November 17, 2021

Job No: 8732-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Item 9A.



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=500'

SHEET 4

OF 6

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Item 9A.

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.



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=500'

SHEET 5

OF 6

134

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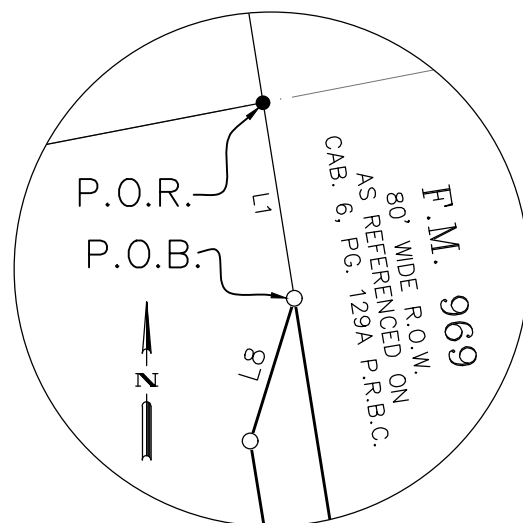
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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'

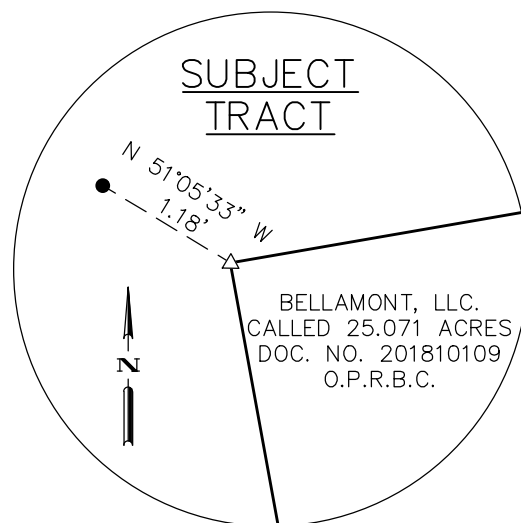
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	S 79°50'37" E	109.07'

LEGEND

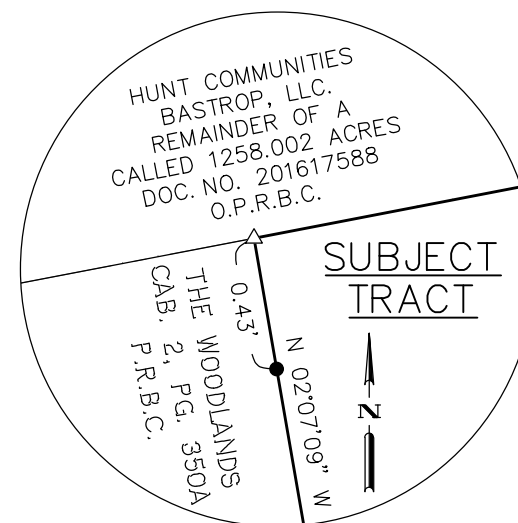
CAB.	CABINET
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
* ●	FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
"CBD" ●	FOUND 1/2"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



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

SCALE: ~
SHEET 6
OF 6



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 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
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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 TO ACCOMPANY LEGAL DESCRIPTION

Item 9A.

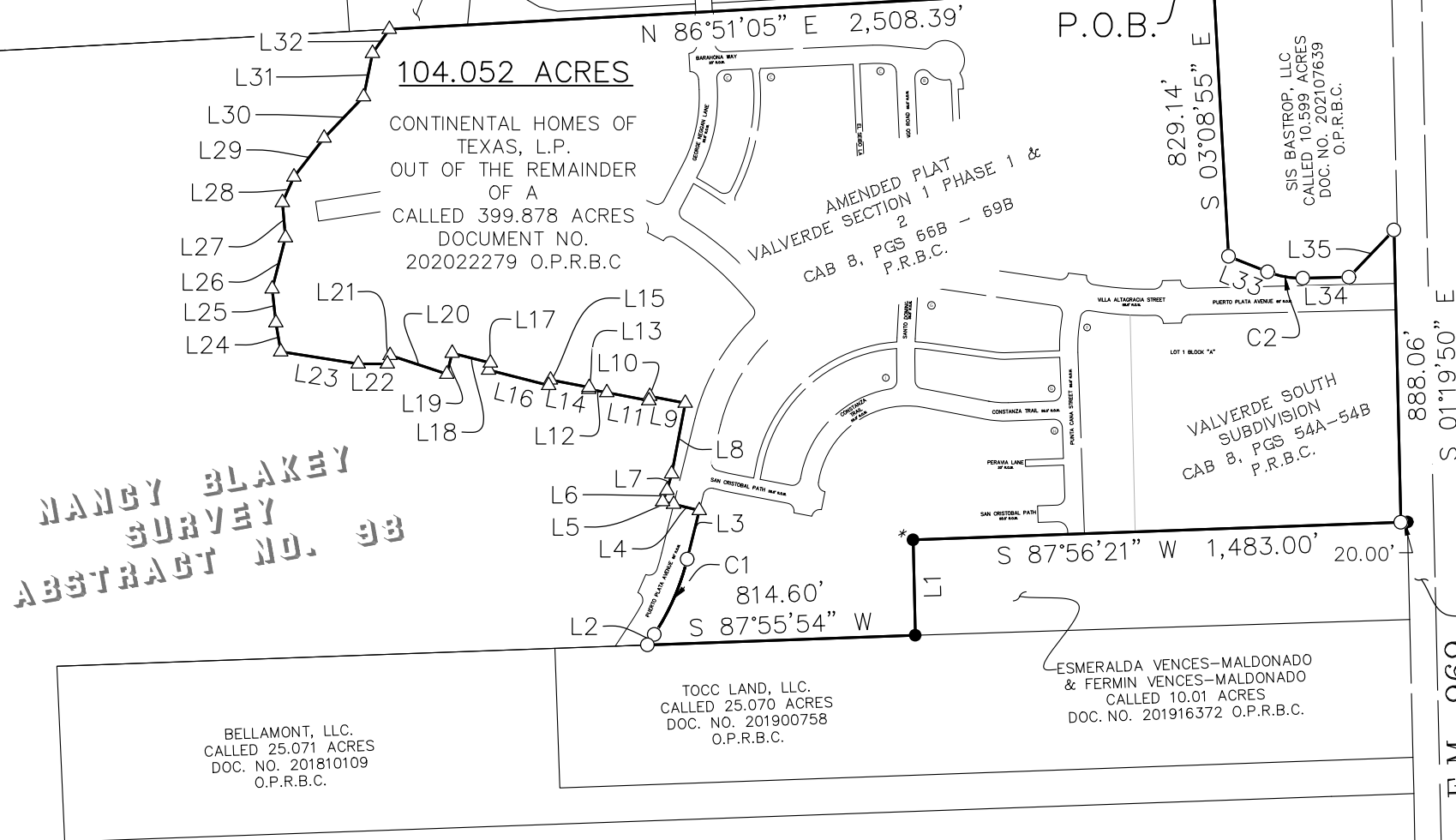
HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

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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SCALE: 1"=500'

SHEET **6**

OF **7**

142

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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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TBPELS Licensed Surveying Firm No. 10194490

SCALE:	~
SHEET	7
OF	7



EXHIBIT 7. IMPROVEMENT AREA #2 LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 58.906 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, 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 ALL OF VALVERDE SECTION 2, PHASE 4 AS RECORDED IN CABINET 10, PAGE 21-A AND A PORTION OF THE RIGHT-OF-WAY OF PUERTO PLATA AVENUE (R.O.W. ~ VARIES) AS SHOWN ON THE PLAT OF AMENDED PLAT OF VALVERDE SECTION 1, PHASE 1 & 2, AS RECORDED IN CABINET 8, PAGE 66-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 58.906 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a cap stamped “BGE INC” set on the north line of the remainder of 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, at the common corner of the remainder of said 399.878 acre tract and the aforementioned Valverde Section 2, Phase 4, for the southerly southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 02°04'06" W, coincident with the common line of the remainder of the 399.88 acre tract and Trinity Ranch Section 2, Phase 4, a distance of 238.28 feet to a 1/2-inch iron rod with a cap stamped “BGE INC” set for an angle point of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty-four (24) courses:

- 1) N 02°02'33" W, a distance of 247.47 feet to a calculated point for a re-entrant corner of the herein described tract;
- 2) S 76°12'49" W, a distance of 398.68 feet to a calculated point for a point of curvature of the herein described tract;
- 3) Curving to the right, with a radius of 1,170.00 feet, an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of S 82°01'53" W, and a chord distance of 237.19 feet to a calculated point for a point of tangency of the herein described tract;
- 4) S 87°50'56" W, a distance of 314.03 feet to a calculated point for a corner of the herein described tract;
- 5) N 02°09'04" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;

- 6) N 87°50'56" E, a distance of 2.06 feet to a calculated point for a re-entrant corner of the herein described tract;
- 7) N 03°08'55" W, a distance of 259.86 feet to a calculated point for an angle point of the herein described tract;
- 8) N 04°24'22" W, a distance of 45.01 feet to a calculated point for an angle point of the herein described tract;
- 9) N 07°35'18" W, a distance of 145.44 feet to a calculated point for a corner of the herein described tract;
- 10) N 86°51'05" E, a distance of 53.51 feet to a calculated point for a re-entrant corner of the herein described tract;
- 11) N 03°08'55" W, a distance of 250.00 feet to a calculated point for a corner of the herein described tract;
- 12) N 86°51'05" E, a distance of 9.99 feet to a calculated point for a re-entrant corner of the herein described tract;
- 13) N 03°08'55" W, a distance of 190.00 feet to a calculated point for a corner of the herein described tract;
- 14) N 86°51'05" E, a distance of 11.27 feet to a calculated point for a re-entrant corner of the herein described tract;
- 15) N 03°08'55" W, a distance of 120.00 feet to a calculated point for the westerly northwest corner of the herein described tract;
- 16) N 86°51'05" E, a distance of 490.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 17) N 03°08'55" W, a distance of 2.80 feet to a calculated point for a corner of the herein described tract;
- 18) N 86°51'05" E, a distance of 50.00 feet to a calculated point for a corner of the herein described tract;
- 19) S 03°08'55" E, a distance of 18.00 feet to a calculated point for a re-entrant corner of the herein described tract;
- 20) N 86°51'05" E, a distance of 121.17 feet to a calculated point for a re-entrant corner of the herein described tract;

21) N 03°03'43" W, a distance of 93.72 feet to a calculated point for an angle point of the herein described tract;

22) N 29°13'19" E, a distance of 37.03 feet to a calculated point for an angle point of the herein described tract;

23) N 03°09'43" W, a distance of 71.30 feet to a calculated point for an angle point of the herein described tract;

24) N 03°12'19" W, a distance of 108.91 feet to 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 The Colony MUD 1B, Section 3 as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, for the northerly 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 The Colony MUD 1B, Section 3, and The Colony MUD 1B, Section 1 as recorded in Cabinet 7, Page 85-A of the Plat Records of Bastrop County, Texas, a distance of 747.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 399.878 acre tract and Valverde Section 1, Phase 3 as recorded in Cabinet 9, Page 56-B of the Plat Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, departing said common, coincident with the common line of the remainder of the 399.878 acre tract, said Valverde Section 1, Phase 3, the Amended Plat Valverde Section 1, Phases 1 & 2 as recorded in Cabinet 8, Page 66-B of the Plat Records of Bastrop County, Texas, and Valverde Amenity Center as recorded in Cabinet 8, Page 83-A of the Plat Records of Bastrop County, Texas, the following nine (9) courses:

- 1) S 35°04'52" W, a distance of 89.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 11°34'46" W, a distance of 134.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°42'09" W, a distance of 173.56 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) S 37°48'33" W, a distance of 149.36 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) S 24°20'55" W, a distance of 85.38 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) S 04°59'40" E, a distance of 107.39 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) S 14°35'31" W, a distance of 160.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 8) S 06°16'41" E, a distance of 103.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract
- 9) S 09°33'10" E, a distance of 89.33 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, S 81°06'35" E, continuing coincident with said common, passing at a distance of 36.89 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of the aforementioned Valverde Section 2, Phase 4, continuing coincident with the common line of said Valverde Section 2, Phase 4 and Valverde Amenity Center, a total distance of 238.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, N 90°00'00" E, continuing coincident with said common line, a distance of 88.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, N 18°16'38" E, continuing coincident with said common line, a distance of 27.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of Valverde Section 2, Phase 4 and the aforementioned Valverde Section 1, Phase 3, for a corner of the herein described tract;

THENCE, coincident with the common line of Valverde Section 2, Phase 4 and said Valverde Section 1, Phase 3, the following sixteen (16) courses:

- 1) S 71°43'22" E, a distance of 181.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) N 14°19'35" E, a distance of 65.69 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 3) S 75°40'25" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 4) S 14°19'35" W, a distance of 22.28 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;
- 5) S 75°40'25" E, a distance of 189.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 6) N 14°14'48" E, a distance of 17.28 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

- 7) S 79°11'39" E, a distance of 120.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 8) S 10°48'21" W, a distance of 5.80 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;
- 9) S 79°21'54" E, a distance of 55.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 10) S 79°11'39" E, a distance of 130.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 11) N 10°48'21" E, a distance of 13.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 12) S 79°05'37" E, a distance of 109.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 13) S 10°53'55" W, a distance of 218.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 14) S 15°39'08" W, a distance of 52.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 15) S 20°55'17" W, a distance of 36.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 16) S 76°44'36" E, a distance of 34.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of the aforementioned Puerto Plata Avenue right-of-way, 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 said right-of-way and Lot 17, Block "M", as shown on the aforementioned plat of Valverde Section 1, Phase 3, for an easterly corner of the herein described tract;

THENCE, coincident with the common line of said right-of-way and said Lot 17, 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 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 at the common corner of the remainder of a called 25.070 acre tract of land as conveyed unto IP-TX 2, LLC in Document Number 202213654, a called 0.8459 of one acre tract of land as conveyed unto the City of Bastrop, Texas, in Document Number 202313159, both of the Official Public Records of Bastrop County, Texas, for the common corner of Valverde Section 1, Phase 3, and the right-of-way of Puerto Plata Avenue, and the southeast of a corner of the herein described tract;

THENCE, S 87°55'54" W, coincident with the common line of said right-of-way, Valverde Section 2, Phase 4, said 0.8459 of one acre tract, the remainder of said 25.070 acre tract and the aforementioned remainder of the 25.071 acre tract, a distance of 1,244.02 feet to the **POINT OF BEGINNING** and containing 58.906 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 under the direction of the undersigned in conjunction with this metes and bounds description.



Dion P. Albertson RPLS Number 4963

BGE, Inc.

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San Antonio TX 78216

Telephone: 210-581-3600

TBPLS Licensed Surveying Firm Number 10194490



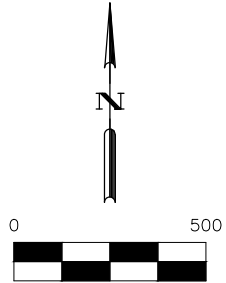
9/3/2026

Date

Date: September 3, 2026

Job No: 8225-01

Item 9A.



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

CAB.	CABINET	P.O.
DOC.	DOCUMENT	
NO.	NUMBER	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY	
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY	
P.O.B.	POINT OF BEGINNING	
R.O.W.	RIGHT-OF-WAY	
VOL.	VOLUME	
○	SET 1/2" IRON ROD W/CAP "BGE INC"	
△	CALCULATED POINT	



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TBPELS Licensed Surveying Firm No. 10106500

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 9A.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	237.60'	1,170.00'	11°38'07"	S 82°01'53" W	237.19'
C2	250.92'	740.00'	19°25'41"	S 23°37'59" W	249.72'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 02°04'06" W	238.28'
L2	N 02°02'33" W	247.47'
L3	S 76°12'49" W	398.68'
L4	S 87°50'56" W	314.03'
L5	N 02°09'04" W	190.00'
L6	N 87°50'56" E	2.06'
L7	N 03°08'55" W	259.86'
L8	N 04°24'22" W	45.01'
L9	N 07°35'18" W	145.44'
L10	N 86°51'05" E	53.51'
L11	N 03°08'55" W	250.00'
L12	N 86°51'05" E	9.99'
L13	N 03°08'55" W	190.00'
L14	N 86°51'05" E	11.27'
L15	N 03°08'55" W	120.00'
L16	N 86°51'05" E	490.00'
L18	N 03°08'55" W	2.80'
L19	N 86°51'05" E	50.00'
L20	S 03°08'55" E	18.00'

LINE TABLE

NUMBER	BEARING	DISTANCE
L21	N 86°51'05" E	121.17'
L22	N 03°03'43" W	93.72'
L23	N 29°13'19" E	37.03'
L24	N 03°09'43" W	71.30'
L25	N 03°12'19" W	108.91'
L26	N 86°51'05" E	747.55'
L27	S 35°04'52" W	89.31'
L28	S 11°34'46" W	134.65'
L29	S 43°42'09" W	173.56'
L30	S 37°48'33" W	149.36'
L31	S 24°20'55" W	85.38'
L32	S 04°59'40" E	107.39'
L33	S 14°35'31" W	160.75'
L34	S 06°16'41" E	103.52'
L35	S 09°33'10" E	89.33'
L36	S 81°06'35" E	238.54'
L37	N 90°00'00" E	88.16'
L38	N 18°16'38" E	27.25'
L39	S 71°43'22" E	181.60'

LINE TABLE

NUMBER	BEARING	DISTANCE
L40	N 14°19'35" E	65.69'
L41	S 75°40'25" E	120.00'
L42	S 14°19'35" W	22.28'
L43	S 75°40'28" E	189.08'
L44	N 14°14'34" E	17.28'
L45	S 79°11'39" E	120.46'
L46	S 10°48'21" W	5.63'
L47	S 79°11'39" E	55.50'
L48	S 79°11'39" E	130.00'
L49	N 10°48'21" E	13.49'
L50	S 79°05'37" E	109.93'
L51	S 10°53'55" W	218.86'
L52	S 15°39'08" W	52.19'
L53	S 20°55'17" W	36.54'
L54	S 76°44'36" E	34.40'
L55	S 76°04'52" E	80.00'
L56	S 13°55'08" W	152.24'
L57	S 33°20'50" W	38.04'



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TBPELS Licensed Surveying Firm No. 10106500

SCALE: ~

SHEET 8

OF 8

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EXHIBIT 8. FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 236.342 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING 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, SAID 236.342 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 north line of the remainder of 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, at the common corner of the remainder of said 399.878 acre tract and Valverde Section 2, Phase 4 as recorded in Cabinet 10, Pages 21-A of the Plat Records of Bastrop County, Texas, for the southeast corner and **POINT OF BEGINNING** 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, and said 25.071 acre tract, a distance of 551.57 feet to a calculated point at the northwest corner of the 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 Lot 496, Block "C", as shown on the plat of The Colony MUD 1C, Section 6, as recorded in Cabinet 7, Page 199-B of the Plat Records of Bastrop County, Texas, for the northwest corner of the remainder of the 399.878 acre tract and the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 399.878 acre tract, the aforementioned Lot 496, Block "C", Lot 495, Block "C", as shown on the plat of The Colony MUD 1C, Section 4, as recorded in Cabinet 7, Page 137-B of the Plat Records of Bastrop County, Texas, Lot 490, Lot 491 Block "B" and Lot 492, Block "C", as shown on the plat of The Colony MUD 1C, Section 2, as recorded in Cabinet 7, Page 141-A of the Plat Records of Bastrop County, Texas, a called 1.025 acre tract of land as conveyed unto New Colony Residential Community, Inc. in Document Number 202300120 of the Official Public Records of Bastrop County, Texas, and Lot 478, Block "B", as shown on the plat of The Colony MUD 1B, Section 3, as recorded in Cabinet 7, Page 87-A of the Plat Records of Bastrop County, Texas, a distance of 4,722.87 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the remainder of the 399.878 acre tract, the following twenty four (24) courses:

- 1) S 03°12'19" E, a distance of 108.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 03°09'43" E, a distance of 71.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 29°13'19" W, a distance of 37.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) S 03°03'43" E, a distance of 93.72 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;
- 5) S 86°51'05" W, a distance of 121.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 6) N 03°08'55" W, a distance of 18.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 7) S 86°51'05" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

- 8) S 03°08'55" E, a distance of 2.80 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;
- 9) S 86°51'05" W, a distance of 490.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 10) S 03°08'55" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 11) S 86°51'05" W, a distance of 11.27 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;
- 12) S 03°08'55" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 13) S 86°51'05" W, a distance of 9.99 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;
- 14) S 03°08'55" E, a distance of 250.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 15) S 86°51'05" W, a distance of 53.51 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;
- 16) S 07°35'18" E, a distance of 145.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 17) S 04°24'22" E, a distance of 45.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 18) S 03°08'55" E, a distance of 259.86 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 19) S 87°50'56" W, a distance of 2.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 20) S 02°09'04" E, a distance of 190.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 21) N 87°50'56" E, a distance of 314.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 22) Curving to the left, with a radius of 1,170.00 feet an arc length of 237.60 feet, a central angle of 11°38'07", a chord bearing of N 82°01'53" E, and a chord distance of 237.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

23) N 76°12'49" E, a distance of 398.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

24) S 02°02'33" E, a distance of 247.47 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at an angle point in the west line of the aforementioned Valverde Section 2, Phase 4, for an angle point in the east line of the remainder of the 399.878 acre tract, and the herein described tract; and

THENCE, S 02°04'06" E, coincident with the common line of the remainder of the 399.878 acre tract and said Valverde Section 2, Phase 4, a distance of 238.28 feet to the **POINT OF BEGINNING** and containing 236.342 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 under the direction of the undersigned 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

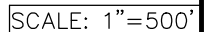


9/3/2026

Date

Date: September 3, 2026
Job No: 8225-01

Item 9A.



SHEET 5

OF 7

158

Copyright 2026

TBPELS Licensed Surveying Firm No. 10106500

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

CITY OF BASTROP, TEXAS
CALLED 0.8459 AC.
DOC. NO. 202313159
O.P.R.B.C.

IIP-TX 2 LLC
CALLED 25.070 AC.
DOC. NO. 202213654
O.P.R.B.C.

BELLAMONT, LLC.
REMAINDER OF A CALLED 25.071 AC.
DOC. NO. 201810109 O.P.R.B.C.

BELLAMONT, LLC.
REMAINDER OF A CALLED
25.071 ACRES
DOC. NO. 201810109
O.P.R.B.C.

P.O.B.
SEE DETAIL "A"

236.342 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

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

**NANCY
BLAKEY
SURVEY
ABSTRACT
NO. 98**

AMENDED PLAT
VALVERDE SECTION 17
PHASE 1 & 2
CAB 8, PG 66-B
P.R.B.C.

ALVERDE SECTION
PHASE 3
CAB 9, PG 56-P
P.R.B.C.

—CITY OF BASTROP, TEXAS
CALLED 0.2023 AC.
DOC. NO. 202304180
O.P.R.B.C.



BASTROP INDEPENDENT
SCHOOL DISTRICT
CALLED 12.000 AC.
DOC. NO. 202121977
O.P.R.B.C.

THE COLONY
MUD 1B, SECTION 5
CAB 7, PG 136-B
P.R.B.C.

THE COLONY
(MUD 1B, SECTION 3
CAB 7, PG 87-A
P.R.B.C.

THE COLONY
MUD 1B, SECTION 1
CAB 7, PG 85-A
P.R.B.C.

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

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

NEW COLONY RESIDENTIAL
COMMUNITY, INC.
CALLED 1.025 AC.
DOC. NO. 202300120 O.P.R.B.C.

VALVERDE SECTION
PHASE 3
CAB 9, PG 56-P
P.R.B.C.

VERDE SECTION 2
PHASE 4
CAB 10, PG 21-A
P.R.B.C.

VERDE SECTION
PHASE 3
CAB 9, PG 56-F
P.R.B.C.

L1
P.O
SEE

5/8"

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 9A.

HUNT COMMUNITIES
BASTROP, L.L.C.
REMAINDER OF A
CALLED 1256.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

THE COLONY
MUD 1C, SECTION 6
CAB 7, PG 199-B
P.R.B.C.

THE COLONY
MUD 1C, SECTION 4
CAB 7, PG 137-B
P.R.B.C.

THE COLONY
MUD 1C, SECTION 2
CAB 7, PG 141-A
P.R.B.C.

NEW COLONY
RESIDENTIAL
COMMUNITY, INC.
CALLED 5,119 AC.
DOC. NO. 202513795
O.P.R.B.C.

BASTROP INDEPENDENT
SCHOOL DISTRICT
CALLED 12,000 AC.
DOC. NO. 202121977
O.P.R.B.C.

NEW COLONY RESIDENTIAL
COMMUNITY, INC.
CALLED 1,025 AC.
DOC. NO. 202300120 O.P.R.B.C.

N 86°51'05" E 4,722.87'

SEE DETAIL "B"

**NANCY BLAKEY
SURVEY
ABSTRACT
NO. 93**

236.342 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.

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

N 02°07'09" W 2,332.15'

LEGEND

CAB.	CABINET
DOC.	DOCUMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
P.R.B.C.	PLAT 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)
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT

MATCH LINE SHEET 2
MATCH LINE SHEET 1

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.



BGE, Inc.
7330 San Pedro Ave., Suite 301, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

SCALE: 1"=500'

SHEET 6

OF 7

159

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 9A.

LINE TABLE

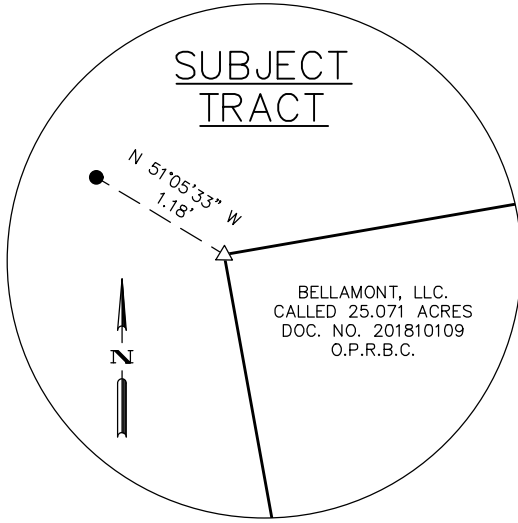
NUMBER	BEARING	DISTANCE
L1	S 87°55'54" W	551.57'
L2	S 02°31'46" E	533.70'
L3	S 03°12'19" E	108.91'
L4	S 03°09'43" E	71.30'
L5	S 29°13'19" W	37.03'
L6	S 03°03'43" E	93.72'
L7	S 86°51'05" W	121.17'
L8	N 03°08'55" W	18.00'
L9	S 86°51'05" W	50.00'
L10	S 03°08'55" E	2.80'
L11	S 86°51'05" W	490.00'
L12	S 03°08'55" E	120.00'
L13	S 86°51'05" W	11.27'

LINE TABLE

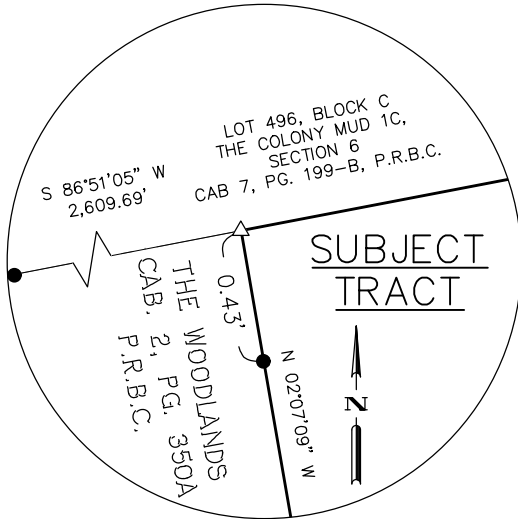
NUMBER	BEARING	DISTANCE
L14	S 03°08'55" E	190.00'
L15	S 86°51'05" W	9.99'
L16	S 03°08'55" E	250.00'
L17	S 86°51'05" W	53.51'
L18	S 07°35'18" E	145.44'
L19	S 04°24'22" E	45.01'
L20	S 03°08'55" E	259.86'
L21	S 87°50'56" W	2.06'
L22	S 02°09'04" E	190.00'
L23	N 87°50'56" E	314.03'
L24	N 76°12'49" E	398.68'
L25	S 02°02'33" E	247.47'
L26	S 02°04'06" E	238.28'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	237.60'	1,170.00'	11°38'07"	N 82°01'53" E	237.19'



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.



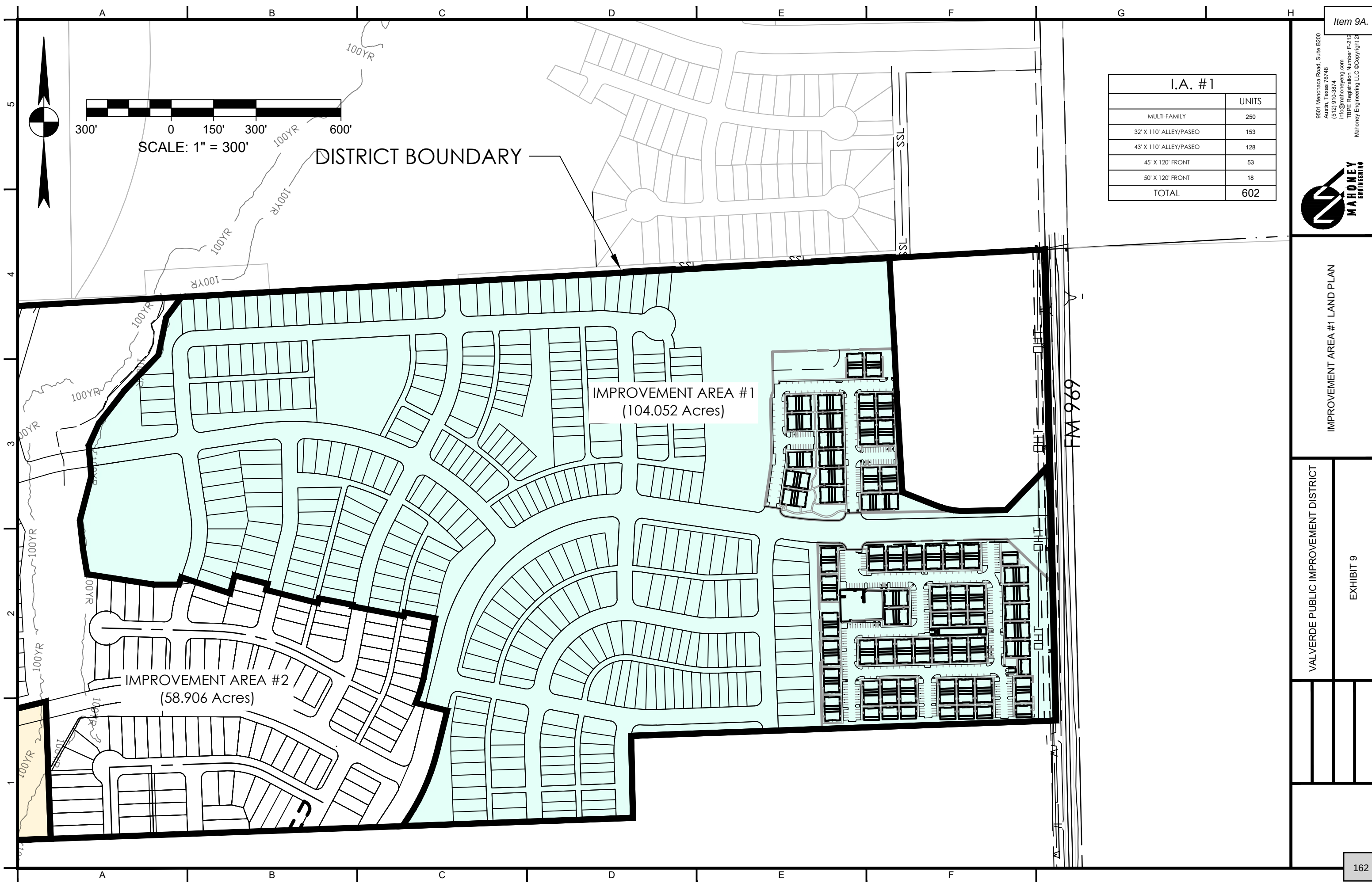
BGE, Inc.
7330 San Pedro Ave., Suite 301, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

SCALE:	~
SHEET	7
OF	7
	160

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EXHIBIT 9. IMPROVEMENT AREA #1 IMPROVEMENT AREA LOT TYPES



I.A. #1	
	UNITS
MULTI-FAMILY	250
32' X 110' ALLEY/PASEO	153
43' X 110' ALLEY/PASEO	128
45' X 120' FRONT	53
50' X 120' FRONT	18
TOTAL	602

Item 9A.

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Austin, Texas 78746
(512) 910-5874
info@mahoneyeng.com
TBPPE Registration Number F-212
Mahoney Engineering LLC ©Copyright 2014



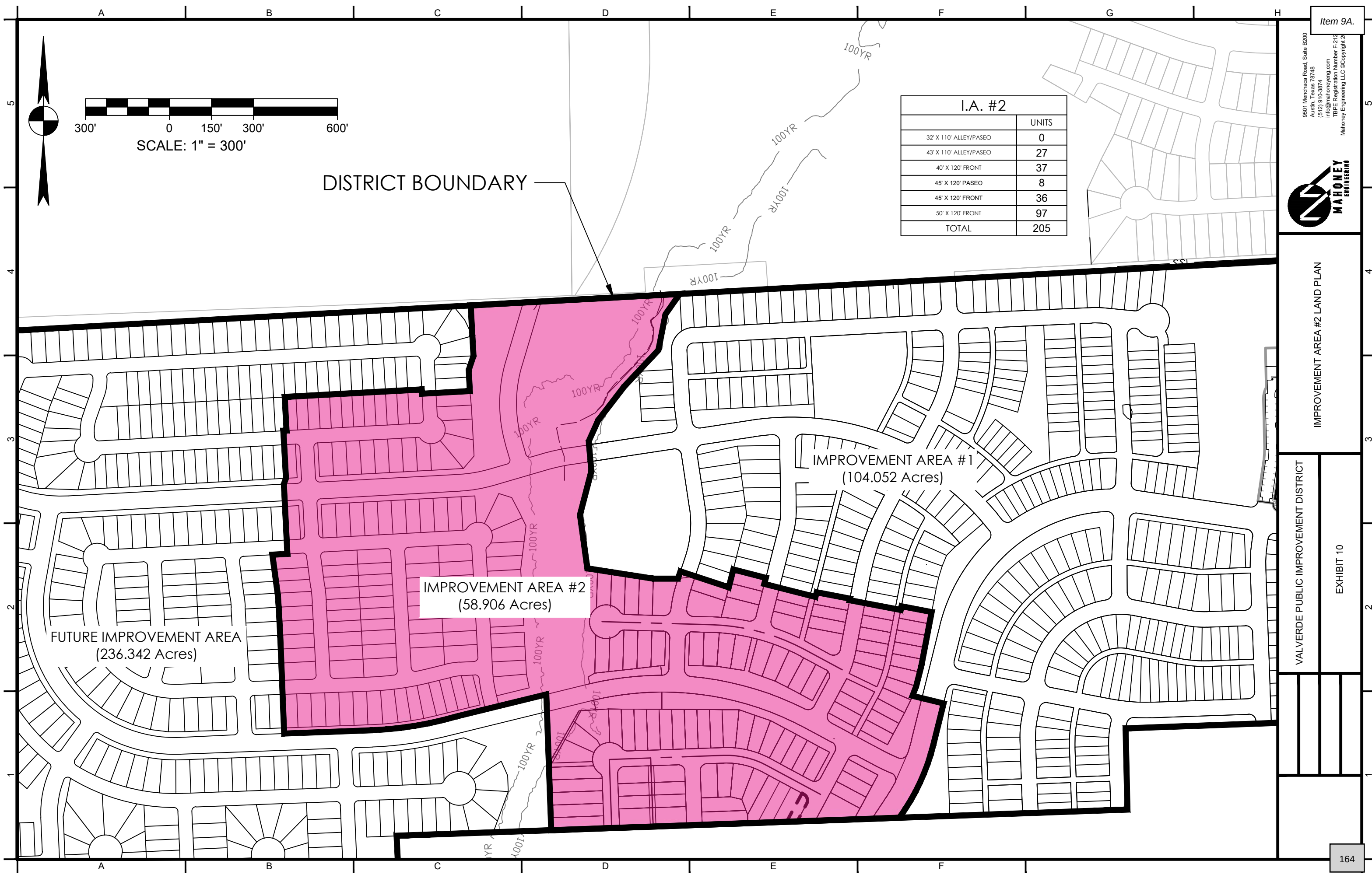
IMPROVEMENT AREA #1 LAND PLAN

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 9



EXHIBIT 10. IMPROVEMENT AREA #2 IMPROVEMENT AREA TYPES



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info@mahoneyeng.com
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IMPROVEMENT AREA #2 LAND PLAN

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 10



EXHIBIT 11. ENGINEERS' OPINION OF PROBABLE COST

ENGINEERS PRELIMINARY OPINION
OF PROBABLE CONSTRUCTION COSTS
FOR PID FINANCING

PROJECT: Valverde Development

BASED ON: Preliminary Plan

	IMPROVEMENT AREA 1				IMPROVEMENT AREA 2				FUTURE					
Phase	Streets	Water	Wastewater	Drainage	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					\$ 1,970,571.35	\$ 726,767.00	\$ 770,517.00	\$ 617,007.00					\$ 4,084,862.35	95
PHASE 5					\$ 1,537,606.74	\$ 773,120.84	\$ 592,593.75	\$2,305,918.86					\$ 5,209,240.19	110
PHASE 6									\$ 1,736,512.81	\$ 850,573.67	\$ 778,238.50	\$ 1,447,935.03	\$ 4,813,260.00	115
PHASE 7									\$ 2,166,309.45	\$ 580,734.79	\$ 533,087.34	\$ 1,019,833.64	\$ 4,299,965.22	77
PHASE 8a									\$ 1,668,234.22	\$ 548,668.95	\$ 504,510.71	\$ 978,936.99	\$ 3,700,350.86	72
PHASE 8b									\$ 2,172,106.28	\$ 744,780.33	\$ 678,800.16	\$ 1,220,395.24	\$ 4,816,082.02	103
PHASE 9									\$ 810,336.64	\$ 865,006.40	\$ 787,947.32	\$ 1,409,709.64	\$ 3,873,000.00	120
PHASE 10									\$ 1,156,338.58	\$ 756,018.00	\$ 693,118.52	\$ 1,312,014.89	\$ 3,917,490.00	101
PHASE 11a									\$ 511,957.71	\$ 546,938.45	\$ 498,071.41	\$ 888,782.43	\$ 2,445,750.00	76
PHASE 11b									\$ 480,682.00	\$ 519,798.18	\$ 471,324.54	\$ 808,195.29	\$ 2,280,000.00	74
PHASE 12									\$ 1,628,987.16	\$ 872,095.10	\$ 797,826.19	\$ 1,482,712.34	\$ 4,781,620.80	118
PHASE 13									\$ 1,728,308.70	\$ 1,120,845.17	\$ 1,024,999.48	\$ 1,898,575.05	\$ 5,772,728.40	152
PHASE 14													MF Units	250
TOTAL	\$ 6,637,576.25	\$ 2,817,287.00	\$ 2,079,837.75	\$ 5,475,302.50	\$ 3,508,178.09	\$ 1,499,887.84	\$ 1,363,110.75	\$ 2,922,925.86	\$ 14,059,773.55	\$ 7,405,459.03	\$ 6,767,924.18	\$ 12,467,090.54	\$ 67,004,353.34	1,815

Notes:

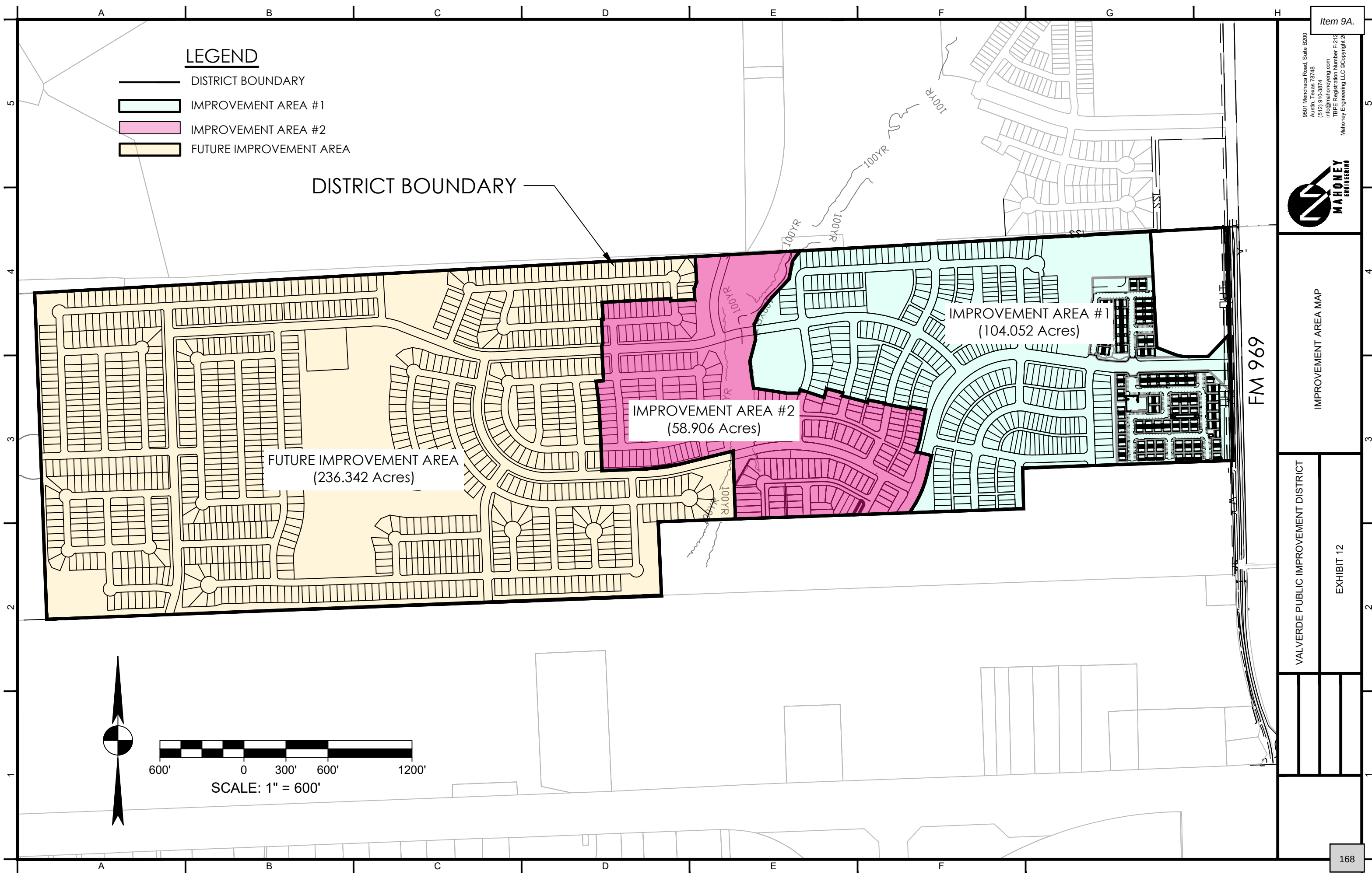
Landscape and Street Lighting costs not included

Above cost estimate is preliminary and shall not be used for construction purposes

***Does not include dry utilites



EXHIBIT 12. OVERALL IMPROVEMENTS AREA MAP



LEGEND

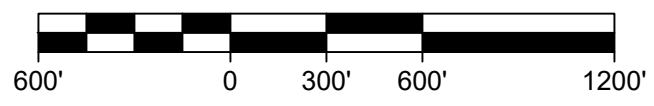
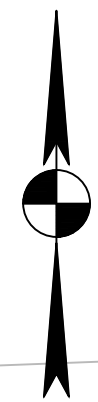
- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA

DISTRICT BOUNDARY

IMPROVEMENT AREA #2
(58.906 Acres)

FUTURE IMPROVEMENT AREA
(236.342 Acres)

IMPROVEMENT AREA #1
(104.052 Acres)



SCALE: 1" = 600'

Item 9A.
9501 Manchaca Road, Suite B200
Austin, Texas 78746
(512) 910-5874
info@mahoneyeng.com
TBP# Registration Number F-212
Mahoney Engineering LLC ©Copyright 2012



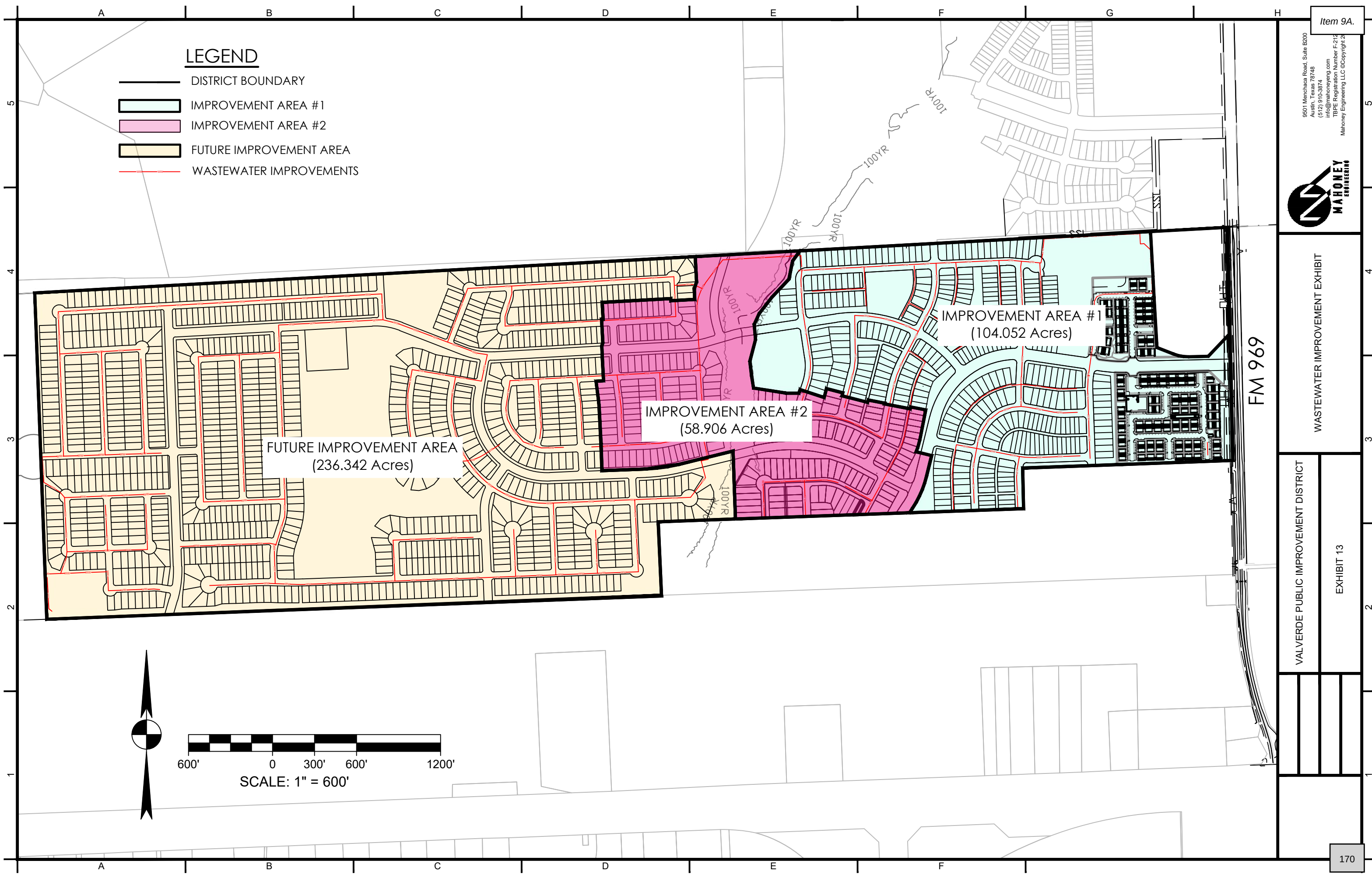
IMPROVEMENT AREA MAP

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 12

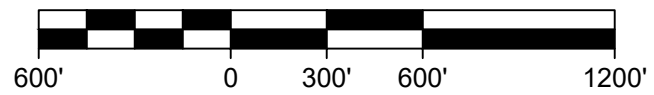
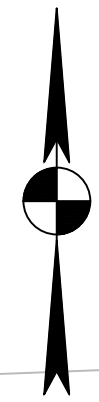


EXHIBIT 13. OVERALL IMPROVEMENTS MAP: WASTEWATER



LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA
- WASTEWATER IMPROVEMENTS



SCALE: 1" = 600'

Item 9A.

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Austin, Texas 78746
(512) 910-5874
info@mahoneyeng.com
TBPPE Registration Number F-212
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WASTEWATER IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 13

FM 969



EXHIBIT 14. OVERALL IMPROVEMENT MAPS: DRAINAGE

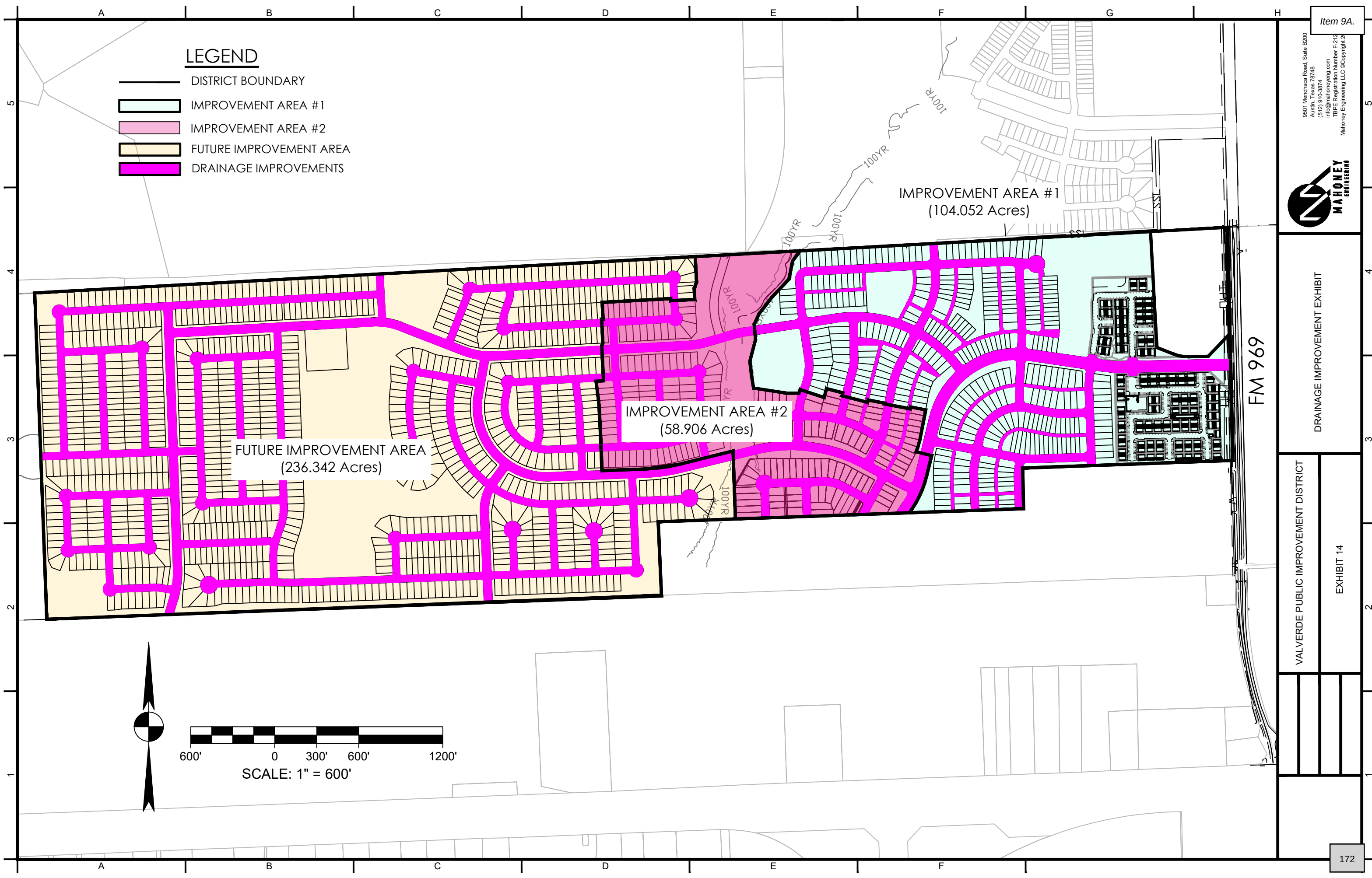
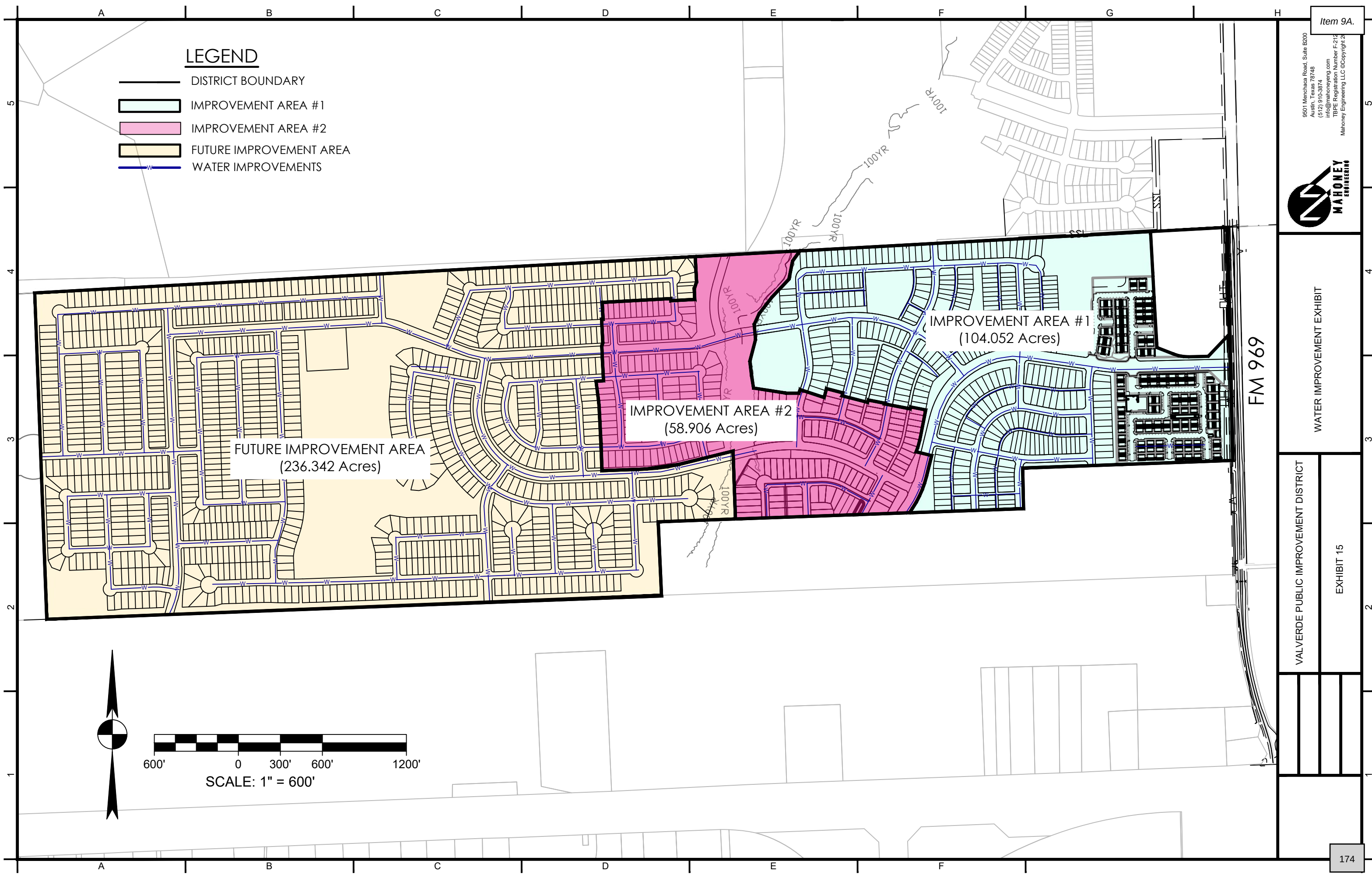




EXHIBIT 15. OVERALL IMPROVEMENTS MAP: POTABLE WATER



LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- FUTURE IMPROVEMENT AREA
- WATER IMPROVEMENTS

Item 9A.

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TBPPE Registration Number F-212
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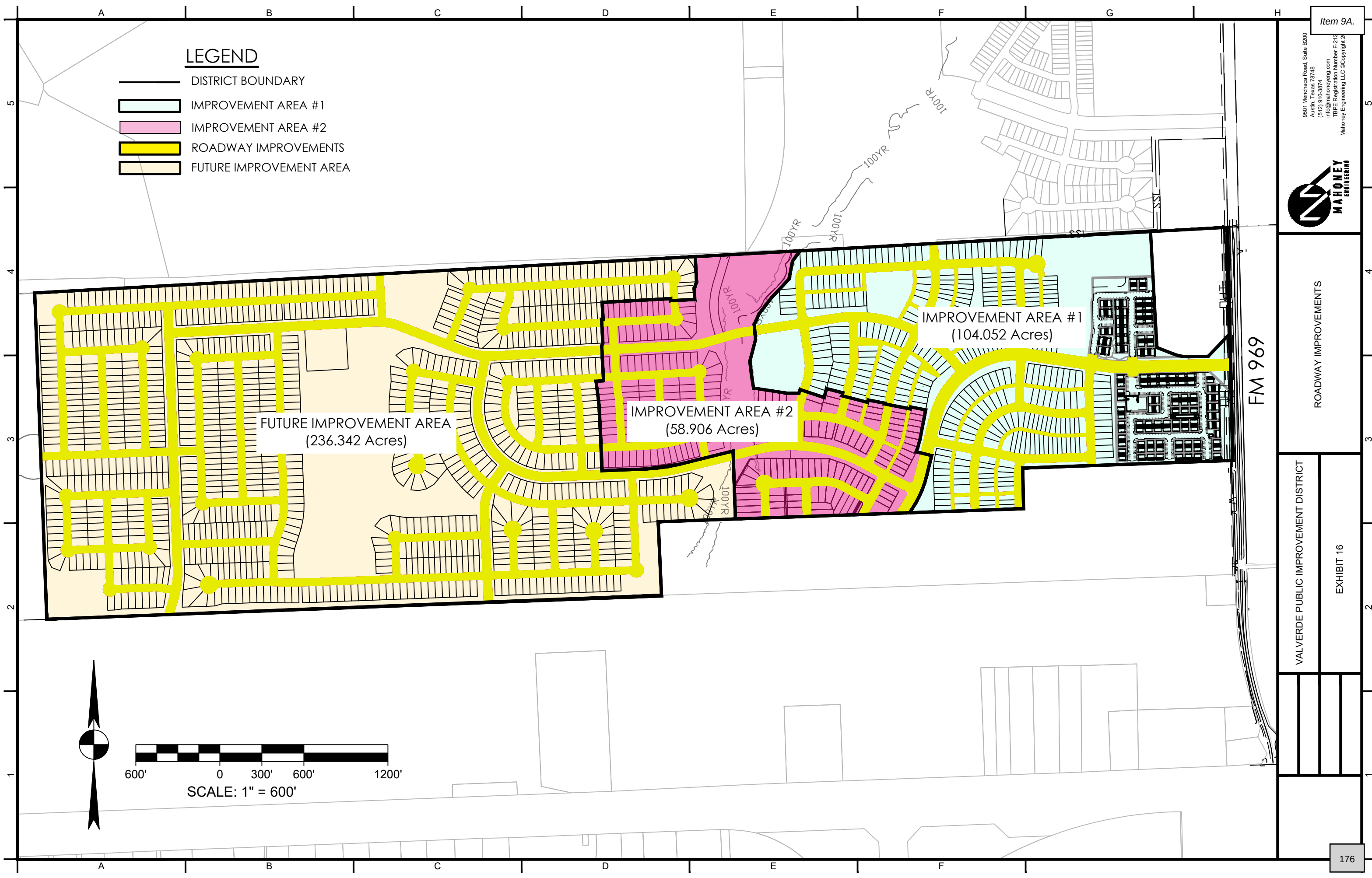
WATER IMPROVEMENT EXHIBIT

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 15

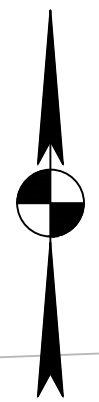
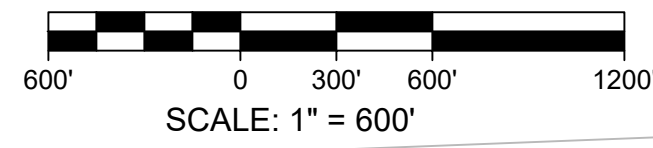


EXHIBIT 16. OVERALL IMPROVEMENTS MAP: STREETS



LEGEND

- DISTRICT BOUNDARY
- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- ROADWAY IMPROVEMENTS
- FUTURE IMPROVEMENT AREA



Item 9A.
9501 Menchaca Road, Suite B200
Austin, Texas 78746
(512) 910-3874
info@mahoneyeng.com
TBPB Registration Number F-212
Mahoney Engineering LLC ©Copyright 2014



ROADWAY IMPROVEMENTS

VALVERDE PUBLIC IMPROVEMENT DISTRICT

EXHIBIT 16

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5

Improvement Area #2

- Lot Type 6
- Lot Type 7
- Lot Type 8
- Lot Type 9
- Lot Type 10
- Improvement Area #2 Initial Parcel

[Remainder of page left intentionally blank.]

**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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$18,017.69

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Annual Installment ^[c]
2027	282.43	964.89	90.09	99.90	1,437.31
2028	294.32	952.89	88.68	84.51	1,420.40
2029	307.70	940.38	87.20	86.20	1,421.49
2030	321.08	927.30	85.67	87.92	1,421.97
2031	334.46	913.66	84.06	89.68	1,421.86
2032	350.81	898.19	82.39	91.48	1,422.86
2033	367.16	881.96	80.63	93.31	1,423.06
2034	385.00	864.98	78.80	95.17	1,423.95
2035	402.84	847.18	76.87	97.07	1,423.96
2036	422.16	828.54	74.86	99.02	1,424.58
2037	445.95	805.85	72.75	101.00	1,425.54
2038	469.73	781.88	70.52	103.02	1,425.15
2039	496.49	756.64	68.17	105.08	1,426.37
2040	523.24	729.95	65.69	107.18	1,426.06
2041	552.97	701.83	63.07	109.32	1,427.19
2042	584.19	672.10	60.31	111.51	1,428.11
2043	616.89	640.70	57.39	113.74	1,428.72
2044	651.08	607.55	54.30	116.01	1,428.94
2045	686.76	572.55	51.05	118.33	1,428.69
2046	725.40	535.64	47.61	120.70	1,429.35
2047	768.51	494.83	43.99	123.11	1,430.44
2048	813.11	451.60	40.14	125.58	1,430.43
2049	862.16	405.87	36.08	128.09	1,432.19
2050	912.70	357.37	31.77	130.65	1,432.49
2051	966.22	306.03	27.20	133.26	1,432.71
2052	1,024.19	251.68	22.37	135.93	1,434.17
2053	1,083.65	194.07	17.25	138.65	1,433.62
2054	1,149.05	133.11	11.83	141.42	1,435.42
2055	1,217.43	68.48	6.09	144.25	1,436.25
Total	\$ 18,017.69	\$ 18,487.71	\$ 1,676.82	\$ 3,231.07	\$ 41,413.29

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] 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.

**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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$19,786.97

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Annual Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Annual Installment ^[c]
2027	310.17	1,059.64	98.93	109.70	1,578.45
2028	323.23	1,046.46	97.38	92.81	1,559.88
2029	337.92	1,032.72	95.77	94.66	1,561.07
2030	352.61	1,018.36	94.08	96.56	1,561.61
2031	367.30	1,003.38	92.32	98.49	1,561.48
2032	385.26	986.39	90.48	100.46	1,562.58
2033	403.22	968.57	88.55	102.47	1,562.80
2034	422.81	949.92	86.54	104.52	1,563.78
2035	442.39	930.37	84.42	106.61	1,563.79
2036	463.62	909.90	82.21	108.74	1,564.47
2037	489.74	884.99	79.89	110.91	1,565.53
2038	515.86	858.66	77.44	113.13	1,565.09
2039	545.24	830.94	74.86	115.39	1,566.43
2040	574.62	801.63	72.14	117.70	1,566.09
2041	607.27	770.74	69.26	120.06	1,567.34
2042	641.55	738.10	66.23	122.46	1,568.34
2043	677.47	703.62	63.02	124.91	1,569.01
2044	715.01	667.20	59.63	127.41	1,569.26
2045	754.19	628.77	56.06	129.95	1,568.98
2046	796.64	588.23	52.29	132.55	1,569.71
2047	843.98	543.42	48.30	135.20	1,570.91
2048	892.95	495.95	44.08	137.91	1,570.89
2049	946.82	445.72	39.62	140.67	1,572.83
2050	1,002.33	392.46	34.89	143.48	1,573.15
2051	1,061.09	336.08	29.87	146.35	1,573.40
2052	1,124.76	276.39	24.57	149.28	1,575.00
2053	1,190.06	213.13	18.94	152.26	1,574.39
2054	1,261.89	146.19	12.99	155.31	1,576.37
2055	1,336.98	75.21	6.68	158.41	1,577.28
Total	\$ 19,786.97	\$ 20,303.14	\$ 1,841.47	\$ 3,548.35	\$ 45,479.92

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] 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.

**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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$22,682.34

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Annual Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Annual Installment ^[c]
2027	355.55	1,214.70	113.41	125.76	1,809.42
2028	370.52	1,199.59	111.63	106.39	1,788.13
2029	387.36	1,183.84	109.78	108.52	1,789.50
2030	404.21	1,167.38	107.84	110.69	1,790.11
2031	421.05	1,150.20	105.82	112.90	1,789.97
2032	441.63	1,130.72	103.72	115.16	1,791.23
2033	462.22	1,110.30	101.51	117.46	1,791.49
2034	484.67	1,088.92	99.20	119.81	1,792.60
2035	507.13	1,066.50	96.78	122.21	1,792.62
2036	531.46	1,043.05	94.24	124.65	1,793.40
2037	561.40	1,014.48	91.58	127.14	1,794.61
2038	591.34	984.31	88.78	129.69	1,794.11
2039	625.02	952.52	85.82	132.28	1,795.65
2040	658.71	918.93	82.69	134.93	1,795.26
2041	696.13	883.52	79.40	137.62	1,796.68
2042	735.43	846.11	75.92	140.38	1,797.83
2043	776.60	806.58	72.24	143.18	1,798.60
2044	819.64	764.83	68.36	146.05	1,798.88
2045	864.55	720.78	64.26	148.97	1,798.56
2046	913.21	674.31	59.94	151.95	1,799.40
2047	967.48	622.94	55.37	154.99	1,800.78
2048	1,023.62	568.52	50.54	158.09	1,800.76
2049	1,085.37	510.94	45.42	161.25	1,802.98
2050	1,148.99	449.89	39.99	164.47	1,803.35
2051	1,216.36	385.26	34.25	167.76	1,803.63
2052	1,289.34	316.84	28.16	171.12	1,805.46
2053	1,364.20	244.31	21.72	174.54	1,804.77
2054	1,446.54	167.58	14.90	178.03	1,807.04
2055	1,532.62	86.21	7.66	181.59	1,808.08
Total	\$ 22,682.34	\$ 23,274.05	\$ 2,110.93	\$ 4,067.57	\$ 52,134.89

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] 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.

**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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$23,744.10

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 4

Annual Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Annual Installment ^[c]
2027	372.20	1,271.56	118.72	131.64	1,894.12
2028	387.87	1,255.74	116.86	111.37	1,871.83
2029	405.50	1,239.25	114.92	113.60	1,873.27
2030	423.13	1,222.02	112.89	115.87	1,873.91
2031	440.76	1,204.04	110.78	118.18	1,873.76
2032	462.31	1,183.65	108.57	120.55	1,875.08
2033	483.85	1,162.27	106.26	122.96	1,875.35
2034	507.36	1,139.89	103.84	125.42	1,876.51
2035	530.87	1,116.43	101.31	127.93	1,876.53
2036	556.33	1,091.87	98.65	130.49	1,877.34
2037	587.68	1,061.97	95.87	133.10	1,878.61
2038	619.02	1,030.38	92.93	135.76	1,878.09
2039	654.28	997.11	89.84	138.47	1,879.70
2040	689.54	961.94	86.56	141.24	1,879.29
2041	728.72	924.88	83.12	144.07	1,880.78
2042	769.86	885.71	79.47	146.95	1,881.99
2043	812.95	844.33	75.62	149.89	1,882.80
2044	858.01	800.64	71.56	152.88	1,883.09
2045	905.02	754.52	67.27	155.94	1,882.75
2046	955.95	705.87	62.74	159.06	1,883.63
2047	1,012.76	652.10	57.96	162.24	1,885.07
2048	1,071.53	595.13	52.90	165.49	1,885.05
2049	1,136.18	534.86	47.54	168.80	1,887.37
2050	1,202.78	470.95	41.86	172.17	1,887.76
2051	1,273.30	403.29	35.85	175.62	1,888.06
2052	1,349.70	331.67	29.48	179.13	1,889.98
2053	1,428.05	255.75	22.73	182.71	1,889.25
2054	1,514.25	175.42	15.59	186.37	1,891.63
2055	1,604.36	90.25	8.02	190.09	1,892.72
Total	\$ 23,744.10	\$ 24,363.51	\$ 2,209.74	\$ 4,257.97	\$ 54,575.32

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] 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.

**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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$23,744.10

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 5

Annual Installments Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Annual Collection Costs	Total Annual Installment ^[c]
2027	372.20	1,271.56	118.72	131.64	1,894.12
2028	387.87	1,255.74	116.86	111.37	1,871.83
2029	405.50	1,239.25	114.92	113.60	1,873.27
2030	423.13	1,222.02	112.89	115.87	1,873.91
2031	440.76	1,204.04	110.78	118.18	1,873.76
2032	462.31	1,183.65	108.57	120.55	1,875.08
2033	483.85	1,162.27	106.26	122.96	1,875.35
2034	507.36	1,139.89	103.84	125.42	1,876.51
2035	530.87	1,116.43	101.31	127.93	1,876.53
2036	556.33	1,091.87	98.65	130.49	1,877.34
2037	587.68	1,061.97	95.87	133.10	1,878.61
2038	619.02	1,030.38	92.93	135.76	1,878.09
2039	654.28	997.11	89.84	138.47	1,879.70
2040	689.54	961.94	86.56	141.24	1,879.29
2041	728.72	924.88	83.12	144.07	1,880.78
2042	769.86	885.71	79.47	146.95	1,881.99
2043	812.95	844.33	75.62	149.89	1,882.80
2044	858.01	800.64	71.56	152.88	1,883.09
2045	905.02	754.52	67.27	155.94	1,882.75
2046	955.95	705.87	62.74	159.06	1,883.63
2047	1,012.76	652.10	57.96	162.24	1,885.07
2048	1,071.53	595.13	52.90	165.49	1,885.05
2049	1,136.18	534.86	47.54	168.80	1,887.37
2050	1,202.78	470.95	41.86	172.17	1,887.76
2051	1,273.30	403.29	35.85	175.62	1,888.06
2052	1,349.70	331.67	29.48	179.13	1,889.98
2053	1,428.05	255.75	22.73	182.71	1,889.25
2054	1,514.25	175.42	15.59	186.37	1,891.63
2055	1,604.36	90.25	8.02	190.09	1,892.72
Total	\$ 23,744.10	\$ 24,363.51	\$ 2,209.74	\$ 4,257.97	\$ 54,575.32

Footnotes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

[c] 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.

**VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE
6 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$18,024.21

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 6

Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Total Annual Installment Due^[b]
2027	\$ 218.14	\$ 1,126.51	\$ 190.83	\$ 1,535.49
2028	\$ 231.78	\$ 1,112.88	\$ 194.65	\$ 1,539.31
2029	\$ 246.26	\$ 1,098.39	\$ 198.54	\$ 1,543.20
2030	\$ 261.66	\$ 1,083.00	\$ 202.51	\$ 1,547.17
2031	\$ 278.01	\$ 1,066.65	\$ 206.56	\$ 1,551.22
2032	\$ 295.38	\$ 1,049.27	\$ 210.70	\$ 1,555.35
2033	\$ 313.85	\$ 1,030.81	\$ 214.91	\$ 1,559.57
2034	\$ 333.46	\$ 1,011.20	\$ 219.21	\$ 1,563.87
2035	\$ 354.30	\$ 990.35	\$ 223.59	\$ 1,568.25
2036	\$ 376.45	\$ 968.21	\$ 228.06	\$ 1,572.72
2037	\$ 399.98	\$ 944.68	\$ 232.62	\$ 1,577.28
2038	\$ 424.97	\$ 919.68	\$ 237.28	\$ 1,581.93
2039	\$ 451.53	\$ 893.12	\$ 242.02	\$ 1,586.68
2040	\$ 479.76	\$ 864.90	\$ 246.86	\$ 1,591.52
2041	\$ 509.74	\$ 834.92	\$ 251.80	\$ 1,596.46
2042	\$ 541.60	\$ 803.06	\$ 256.84	\$ 1,601.49
2043	\$ 575.45	\$ 769.21	\$ 261.97	\$ 1,606.63
2044	\$ 611.41	\$ 733.24	\$ 267.21	\$ 1,611.87
2045	\$ 649.63	\$ 695.03	\$ 272.56	\$ 1,617.21
2046	\$ 690.23	\$ 654.43	\$ 278.01	\$ 1,622.67
2047	\$ 733.37	\$ 611.29	\$ 283.57	\$ 1,628.23
2048	\$ 779.20	\$ 565.45	\$ 289.24	\$ 1,633.90
2049	\$ 827.90	\$ 516.75	\$ 295.02	\$ 1,639.68
2050	\$ 879.65	\$ 465.01	\$ 300.93	\$ 1,645.58
2051	\$ 934.63	\$ 410.03	\$ 306.94	\$ 1,651.60
2052	\$ 993.04	\$ 351.62	\$ 313.08	\$ 1,657.74
2053	\$ 1,055.11	\$ 289.55	\$ 319.34	\$ 1,664.00
2054	\$ 1,121.05	\$ 223.61	\$ 325.73	\$ 1,670.39
2055	\$ 1,191.12	\$ 153.54	\$ 332.25	\$ 1,676.90
2056	\$ 1,265.56	\$ 79.10	\$ 338.89	\$ 1,683.55
Total	\$ 18,024.21	\$ 22,315.51	\$ 7,741.74	\$ 48,081.47

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual

**VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE
7 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$18,223.90

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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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§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 7

Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Total Annual Installment Due^[b]
2027	\$ 220.56	\$ 1,138.99	\$ 192.95	\$ 1,552.50
2028	\$ 234.35	\$ 1,125.21	\$ 196.81	\$ 1,556.36
2029	\$ 248.99	\$ 1,110.56	\$ 200.74	\$ 1,560.30
2030	\$ 264.55	\$ 1,095.00	\$ 204.76	\$ 1,564.31
2031	\$ 281.09	\$ 1,078.47	\$ 208.85	\$ 1,568.41
2032	\$ 298.66	\$ 1,060.90	\$ 213.03	\$ 1,572.58
2033	\$ 317.32	\$ 1,042.23	\$ 217.29	\$ 1,576.85
2034	\$ 337.16	\$ 1,022.40	\$ 221.64	\$ 1,581.19
2035	\$ 358.23	\$ 1,001.33	\$ 226.07	\$ 1,585.62
2036	\$ 380.62	\$ 978.94	\$ 230.59	\$ 1,590.15
2037	\$ 404.41	\$ 955.15	\$ 235.20	\$ 1,594.76
2038	\$ 429.68	\$ 929.87	\$ 239.91	\$ 1,599.46
2039	\$ 456.54	\$ 903.02	\$ 244.70	\$ 1,604.26
2040	\$ 485.07	\$ 874.48	\$ 249.60	\$ 1,609.15
2041	\$ 515.39	\$ 844.17	\$ 254.59	\$ 1,614.15
2042	\$ 547.60	\$ 811.96	\$ 259.68	\$ 1,619.24
2043	\$ 581.82	\$ 777.73	\$ 264.88	\$ 1,624.43
2044	\$ 618.19	\$ 741.37	\$ 270.17	\$ 1,629.73
2045	\$ 656.82	\$ 702.73	\$ 275.58	\$ 1,635.13
2046	\$ 697.88	\$ 661.68	\$ 281.09	\$ 1,640.64
2047	\$ 741.49	\$ 618.06	\$ 286.71	\$ 1,646.26
2048	\$ 787.84	\$ 571.72	\$ 292.44	\$ 1,652.00
2049	\$ 837.08	\$ 522.48	\$ 298.29	\$ 1,657.85
2050	\$ 889.39	\$ 470.16	\$ 304.26	\$ 1,663.81
2051	\$ 944.98	\$ 414.57	\$ 310.34	\$ 1,669.90
2052	\$ 1,004.04	\$ 355.51	\$ 316.55	\$ 1,676.11
2053	\$ 1,066.79	\$ 292.76	\$ 322.88	\$ 1,682.44
2054	\$ 1,133.47	\$ 226.09	\$ 329.34	\$ 1,688.89
2055	\$ 1,204.31	\$ 155.24	\$ 335.93	\$ 1,695.48
2056	\$ 1,279.58	\$ 79.97	\$ 342.64	\$ 1,702.20
Total	\$ 18,223.90	\$ 22,562.74	\$ 7,827.51	\$ 48,614.16

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual

**VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE
8 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 8 PRINCIPAL ASSESSMENT: \$18,223.90

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 8

Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Total Annual Installment Due^[b]
2027	\$ 220.56	\$ 1,138.99	\$ 192.95	\$ 1,552.50
2028	\$ 234.35	\$ 1,125.21	\$ 196.81	\$ 1,556.36
2029	\$ 248.99	\$ 1,110.56	\$ 200.74	\$ 1,560.30
2030	\$ 264.55	\$ 1,095.00	\$ 204.76	\$ 1,564.31
2031	\$ 281.09	\$ 1,078.47	\$ 208.85	\$ 1,568.41
2032	\$ 298.66	\$ 1,060.90	\$ 213.03	\$ 1,572.58
2033	\$ 317.32	\$ 1,042.23	\$ 217.29	\$ 1,576.85
2034	\$ 337.16	\$ 1,022.40	\$ 221.64	\$ 1,581.19
2035	\$ 358.23	\$ 1,001.33	\$ 226.07	\$ 1,585.62
2036	\$ 380.62	\$ 978.94	\$ 230.59	\$ 1,590.15
2037	\$ 404.41	\$ 955.15	\$ 235.20	\$ 1,594.76
2038	\$ 429.68	\$ 929.87	\$ 239.91	\$ 1,599.46
2039	\$ 456.54	\$ 903.02	\$ 244.70	\$ 1,604.26
2040	\$ 485.07	\$ 874.48	\$ 249.60	\$ 1,609.15
2041	\$ 515.39	\$ 844.17	\$ 254.59	\$ 1,614.15
2042	\$ 547.60	\$ 811.96	\$ 259.68	\$ 1,619.24
2043	\$ 581.82	\$ 777.73	\$ 264.88	\$ 1,624.43
2044	\$ 618.19	\$ 741.37	\$ 270.17	\$ 1,629.73
2045	\$ 656.82	\$ 702.73	\$ 275.58	\$ 1,635.13
2046	\$ 697.88	\$ 661.68	\$ 281.09	\$ 1,640.64
2047	\$ 741.49	\$ 618.06	\$ 286.71	\$ 1,646.26
2048	\$ 787.84	\$ 571.72	\$ 292.44	\$ 1,652.00
2049	\$ 837.08	\$ 522.48	\$ 298.29	\$ 1,657.85
2050	\$ 889.39	\$ 470.16	\$ 304.26	\$ 1,663.81
2051	\$ 944.98	\$ 414.57	\$ 310.34	\$ 1,669.90
2052	\$ 1,004.04	\$ 355.51	\$ 316.55	\$ 1,676.11
2053	\$ 1,066.79	\$ 292.76	\$ 322.88	\$ 1,682.44
2054	\$ 1,133.47	\$ 226.09	\$ 329.34	\$ 1,688.89
2055	\$ 1,204.31	\$ 155.24	\$ 335.93	\$ 1,695.48
2056	\$ 1,279.58	\$ 79.97	\$ 342.64	\$ 1,702.20
Total	\$ 18,223.90	\$ 22,562.74	\$ 7,827.51	\$ 48,614.16

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual

**VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE
9 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 9 PRINCIPAL ASSESSMENT: \$18,596.00

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 9

Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Total Annual Installment Due^[b]
2027	\$ 225.06	\$ 1,162.25	\$ 196.89	\$ 1,584.20
2028	\$ 239.13	\$ 1,148.18	\$ 200.82	\$ 1,588.14
2029	\$ 254.08	\$ 1,133.24	\$ 204.84	\$ 1,592.16
2030	\$ 269.96	\$ 1,117.36	\$ 208.94	\$ 1,596.25
2031	\$ 286.83	\$ 1,100.49	\$ 213.12	\$ 1,600.43
2032	\$ 304.76	\$ 1,082.56	\$ 217.38	\$ 1,604.69
2033	\$ 323.80	\$ 1,063.51	\$ 221.73	\$ 1,609.04
2034	\$ 344.04	\$ 1,043.27	\$ 226.16	\$ 1,613.48
2035	\$ 365.54	\$ 1,021.77	\$ 230.68	\$ 1,618.00
2036	\$ 388.39	\$ 998.92	\$ 235.30	\$ 1,622.61
2037	\$ 412.66	\$ 974.65	\$ 240.00	\$ 1,627.32
2038	\$ 438.45	\$ 948.86	\$ 244.80	\$ 1,632.12
2039	\$ 465.86	\$ 921.46	\$ 249.70	\$ 1,637.01
2040	\$ 494.97	\$ 892.34	\$ 254.69	\$ 1,642.01
2041	\$ 525.91	\$ 861.40	\$ 259.79	\$ 1,647.10
2042	\$ 558.78	\$ 828.53	\$ 264.98	\$ 1,652.30
2043	\$ 593.70	\$ 793.61	\$ 270.28	\$ 1,657.60
2044	\$ 630.81	\$ 756.50	\$ 275.69	\$ 1,663.00
2045	\$ 670.24	\$ 717.08	\$ 281.20	\$ 1,668.52
2046	\$ 712.13	\$ 675.19	\$ 286.83	\$ 1,674.14
2047	\$ 756.63	\$ 630.68	\$ 292.56	\$ 1,679.88
2048	\$ 803.92	\$ 583.39	\$ 298.42	\$ 1,685.73
2049	\$ 854.17	\$ 533.15	\$ 304.38	\$ 1,691.70
2050	\$ 907.55	\$ 479.76	\$ 310.47	\$ 1,697.79
2051	\$ 964.28	\$ 423.04	\$ 316.68	\$ 1,703.99
2052	\$ 1,024.54	\$ 362.77	\$ 323.01	\$ 1,710.33
2053	\$ 1,088.58	\$ 298.74	\$ 329.47	\$ 1,716.79
2054	\$ 1,156.61	\$ 230.70	\$ 336.06	\$ 1,723.38
2055	\$ 1,228.90	\$ 158.41	\$ 342.79	\$ 1,730.10
2056	\$ 1,305.71	\$ 81.61	\$ 349.64	\$ 1,736.96
Total	\$ 18,596.00	\$ 23,023.43	\$ 7,987.34	\$ 49,606.76

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs,

**VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE
10 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 10 PRINCIPAL ASSESSMENT: \$18,596.00

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 10

Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Total Annual Installment Due^[b]
2027	\$ 225.06	\$ 1,162.25	\$ 196.89	\$ 1,584.20
2028	\$ 239.13	\$ 1,148.18	\$ 200.82	\$ 1,588.14
2029	\$ 254.08	\$ 1,133.24	\$ 204.84	\$ 1,592.16
2030	\$ 269.96	\$ 1,117.36	\$ 208.94	\$ 1,596.25
2031	\$ 286.83	\$ 1,100.49	\$ 213.12	\$ 1,600.43
2032	\$ 304.76	\$ 1,082.56	\$ 217.38	\$ 1,604.69
2033	\$ 323.80	\$ 1,063.51	\$ 221.73	\$ 1,609.04
2034	\$ 344.04	\$ 1,043.27	\$ 226.16	\$ 1,613.48
2035	\$ 365.54	\$ 1,021.77	\$ 230.68	\$ 1,618.00
2036	\$ 388.39	\$ 998.92	\$ 235.30	\$ 1,622.61
2037	\$ 412.66	\$ 974.65	\$ 240.00	\$ 1,627.32
2038	\$ 438.45	\$ 948.86	\$ 244.80	\$ 1,632.12
2039	\$ 465.86	\$ 921.46	\$ 249.70	\$ 1,637.01
2040	\$ 494.97	\$ 892.34	\$ 254.69	\$ 1,642.01
2041	\$ 525.91	\$ 861.40	\$ 259.79	\$ 1,647.10
2042	\$ 558.78	\$ 828.53	\$ 264.98	\$ 1,652.30
2043	\$ 593.70	\$ 793.61	\$ 270.28	\$ 1,657.60
2044	\$ 630.81	\$ 756.50	\$ 275.69	\$ 1,663.00
2045	\$ 670.24	\$ 717.08	\$ 281.20	\$ 1,668.52
2046	\$ 712.13	\$ 675.19	\$ 286.83	\$ 1,674.14
2047	\$ 756.63	\$ 630.68	\$ 292.56	\$ 1,679.88
2048	\$ 803.92	\$ 583.39	\$ 298.42	\$ 1,685.73
2049	\$ 854.17	\$ 533.15	\$ 304.38	\$ 1,691.70
2050	\$ 907.55	\$ 479.76	\$ 310.47	\$ 1,697.79
2051	\$ 964.28	\$ 423.04	\$ 316.68	\$ 1,703.99
2052	\$ 1,024.54	\$ 362.77	\$ 323.01	\$ 1,710.33
2053	\$ 1,088.58	\$ 298.74	\$ 329.47	\$ 1,716.79
2054	\$ 1,156.61	\$ 230.70	\$ 336.06	\$ 1,723.38
2055	\$ 1,228.90	\$ 158.41	\$ 342.79	\$ 1,730.10
2056	\$ 1,305.71	\$ 81.61	\$ 349.64	\$ 1,736.96
Total	\$ 18,596.00	\$ 23,023.43	\$ 7,987.34	\$ 49,606.76

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs,

VALVERDE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 INITIAL 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 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

- 10) under a court order or foreclosure sale;
 - 11) by a trustee in bankruptcy;
 - 12) 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;
 - 13) 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;
 - 14) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - 15) from one co-owner to another co-owner of an undivided interest in the real property;
 - 16) to a spouse or a person in the lineal line of consanguinity of the seller;
 - 17) to or from a governmental entity; or
 - 18) of only a mineral interest, leasehold interest, or security interest

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$3,778,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to 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 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

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2027	\$ 45,725	\$ 236,125	\$ 40,000	\$ 321,850
2028	\$ 48,582	\$ 233,267	\$ 40,800	\$ 322,650
2029	\$ 51,619	\$ 230,231	\$ 41,616	\$ 323,466
2030	\$ 54,845	\$ 227,005	\$ 42,448	\$ 324,298
2031	\$ 58,273	\$ 223,577	\$ 43,297	\$ 325,147
2032	\$ 61,915	\$ 219,935	\$ 44,163	\$ 326,013
2033	\$ 65,784	\$ 216,065	\$ 45,046	\$ 326,896
2034	\$ 69,896	\$ 211,954	\$ 45,947	\$ 327,797
2035	\$ 74,264	\$ 207,585	\$ 46,866	\$ 328,716
2036	\$ 78,906	\$ 202,944	\$ 47,804	\$ 329,653
2037	\$ 83,838	\$ 198,012	\$ 48,760	\$ 330,609
2038	\$ 89,077	\$ 192,772	\$ 49,735	\$ 331,584
2039	\$ 94,645	\$ 187,205	\$ 50,730	\$ 332,579
2040	\$ 100,560	\$ 181,290	\$ 51,744	\$ 333,594
2041	\$ 106,845	\$ 175,004	\$ 52,779	\$ 334,629
2042	\$ 113,523	\$ 168,327	\$ 53,835	\$ 335,684
2043	\$ 120,618	\$ 161,232	\$ 54,911	\$ 336,761
2044	\$ 128,157	\$ 153,693	\$ 56,010	\$ 337,859
2045	\$ 136,166	\$ 145,683	\$ 57,130	\$ 338,979
2046	\$ 144,677	\$ 137,173	\$ 58,272	\$ 340,122
2047	\$ 153,719	\$ 128,130	\$ 59,438	\$ 341,287
2048	\$ 163,327	\$ 118,523	\$ 60,627	\$ 342,476
2049	\$ 173,534	\$ 108,315	\$ 61,839	\$ 343,689
2050	\$ 184,380	\$ 97,469	\$ 63,076	\$ 344,925
2051	\$ 195,904	\$ 85,945	\$ 64,337	\$ 346,187
2052	\$ 208,148	\$ 73,701	\$ 65,624	\$ 347,474
2053	\$ 221,157	\$ 60,692	\$ 66,937	\$ 348,786
2054	\$ 234,980	\$ 46,870	\$ 68,275	\$ 350,125
2055	\$ 249,666	\$ 32,184	\$ 69,641	\$ 351,490
2056	\$ 265,270	\$ 16,579	\$ 71,034	\$ 352,883
Total	\$ 3,778,000	\$ 4,677,486	\$ 1,622,723	\$ 10,078,209

Footnotes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

Exhibit B
NOTICE OF PUBLIC HEARING
TO CONSIDER PROPOSED ASSESSMENTS
TO BE LEVIED AGAINST PROPERTY LOCATED IN IMPROVEMENT AREA #2
IN THE VALVERDE PUBLIC IMPROVEMENT DISTRICT

Notice is hereby given that the City Council of the City of Bastrop, Texas, will hold a public hearing in the Council Chambers at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602, on October 27, 2026, at 6:30 p.m. to consider proposed assessments to be levied against the assessable property located in Improvement Area #2 in the Valverde Public Improvement District (originally created as Viridian Public Improvement District, and formerly known as NEU Community Bastrop) (the "District") pursuant to the provisions of Chapter 372, Texas Local Government Code. Written and oral objections will be considered at the hearing.

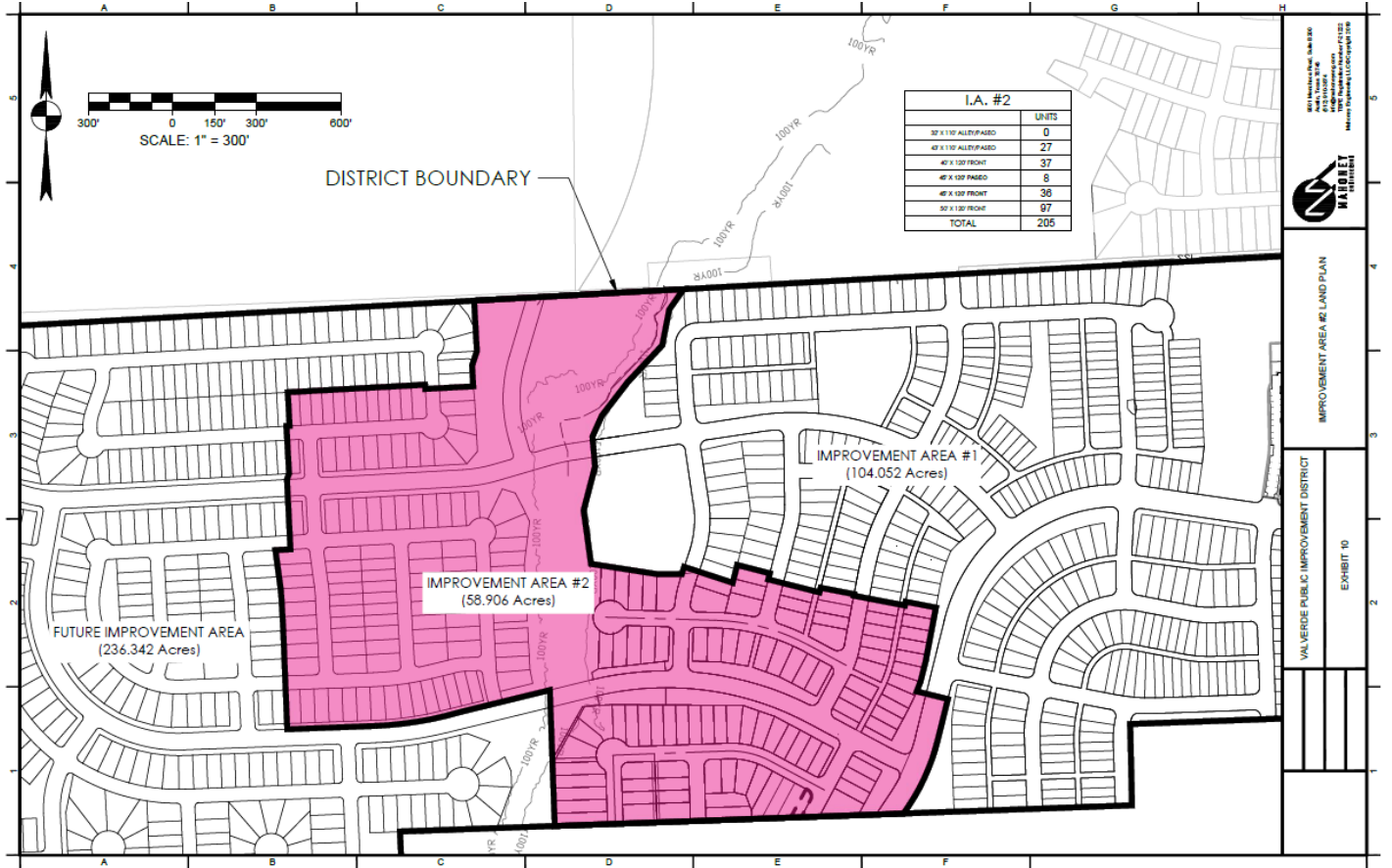
General Nature and Cost of Proposed Improvements: The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during the period of construction and acquisition of Improvement Area #2 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs (as defined herein), and (v) paying the costs of issuance of the Bonds.

Estimated Total Cost of Public Improvements: The total cost of the public improvements to be funded by the District is approximately \$ 95,000,000, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the public improvements. The total cost of the Improvement Area #2 Improvements to be funded by the District is estimated to be approximately \$ 4,000,000. The exact amount will be provided in the approved service and assessment plan.

District Boundaries: The District includes approximately 410 acres within the city limits and located to the West of FM 969 and South West of the Colorado River as generally depicted on Exhibit A attached hereto. Improvement Area #2, comprised of 58.903 acres, is located within the Property and is generally depicted within the District on Exhibit A attached hereto.

Materials: The field notes, a copy of the proposed service and assessment plan, and assessment roll are available for inspection at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602.

Exhibit A to Notice





STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Consider action to approve the first reading of Ordinance No. 2026-40 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the October 27, 2026, City Council Consent Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Council adopted the FY2026 budget on September 30, 2025. Exhibit A to Ordinance No. 2025-85 outlines each proposed budget amendment for FY2026 in detail.

According to the Financial Management Policy, budgetary control is maintained at the department level for all Funds exceeding \$25,000. Any interdepartmental transfer over \$25,000 requires City Council approval.

The City Charter also stipulates that all budget amendments must be enacted by Ordinance.

FISCAL IMPACT:

See Exhibit A Fiscal Year 2026 Operating and Capital Budget Amendment detail and Exhibit B Ordinance. Exhibit A identifies the account that will provide the funding for the specified transaction. If the transaction takes place during Fiscal Year 2027, the cost will be funded from the department's available fund balance.

RECOMMENDATION:

Sylvia Carrillo-Trevino, City Manager recommends approval of the first reading of Ordinance No. 2026-40 of the City Council of the City of Bastrop, Texas, amending the operating and capital budget for the Fiscal Year 2026 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

ATTACHMENTS:

1. Exhibit A – Fiscal Year 2026 Operating and Capital Budget Amendment detail
2. Exhibit B – Ordinance No. 2026-40 Adopting the FY2026 Budget Amendment



City of Bastrop **FY2026 Operating and Capital** **Budget Amendments** **Ordinance No. 2026-40**

Amendment #1 - Purchase of Church Street

Consideration of a budget adjustment to appropriate funds for the acquisition of the 1408 Church Street property to support the City's current and future operational, public service, and community development needs. The adjustment will provide the funding necessary to complete the property acquisition and related costs.

	General Ledger #	GL Description	Increase (Decrease)
Increase	101-02-00-6000	Capital Outlay	\$ 300,000
Decrease	101-09-22-5101	Operational Salaries (Police Patrol)	\$ (200,000) *
Decrease	101-09-22-5155	Group Insurance (Police Patrol)	\$ (60,000) *
Decrease	101-11-10-5101	Operational Salaries (Fire Admin)	\$ (40,000) *

Amendment #2 - Leadwell

Staff is requesting approval for designated employees from the Development Services Department and Finance Department to participate in training conducted by LeadWell. The LeadWell program is designed to strengthen communication and collaboration, and provide participants with practical tools to effectively support organizational goals.

	General Ledger #	GL Description	Increase (Decrease)
Increase	108-15-18-5505	Professional Services (Dev Svcs)	\$ 31,080
Decrease	108-15-06-5101	Operational Salaries (Planning)	\$ (31,080) *
Increase	101-05-00-5505	Professional Services (Finance)	\$ 31,080
Decrease	101-05-00-5101	Operational Salaries (Finance)	\$ (15,000) *
Decrease	101-05-00-5155	Group Insurance (Finance)	\$ (16,080) *

Amendment #3 - Music Support

Staff is requesting approval of a budget adjustment to support the City's efforts to strengthen its Music Friendly Community initiative. Funding will support programs, events, and activities designed to promote live music, provide opportunities for local and visiting artists, and enhance the City's cultural and entertainment offerings.

	General Ledger #	GL Description	Increase (Decrease)
Increase	501-80-84-5667	Special Event Expense (Main Street)	\$ 50,000
Decrease	501-80-80-5505	Professional Services	\$ (50,000) *

****If the transaction occurs in Fiscal Year 2027 - department fund balance will be used***

ORDINANCE NO. 2026-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2026 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2026; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2026, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2026.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 13th day of October 2026.

READ and ADOPTED on Second Reading on the 27th day of October 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.





STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-19, on a request for Voluntary Annexation for +/-221.825 acres of land out of the Mozea Rousseau Survey, Abstract No. 56, described in instrument to Palms Properties, LLC recorded in Document No. 202401151 of the Official Public Records of Bastrop County, Texas, located in Bastrop County, Texas within the City of Bastrop Statutory Extraterritorial Jurisdiction, located east of Farm to Market 20, and south of State Highway 71, more commonly known as "Bastrop West"; as attached in Exhibit A; and move to include on the October 27, 2026, Consent Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

James E. Cowey, Director of Development Services

BACKGROUND/HISTORY:

The property owner, Palms Properties, LLC, submitted a petition for voluntary annexation on June 10, 2026. The tract being annexed consists of approximately 221.825 acres currently located within the Bastrop Extraterritorial Jurisdiction (ETJ), contiguous to and immediately south of an existing 169.971-acre tract located within the Bastrop city limits. Together, the combined ~391.796-acre property is collectively referred to as "Bastrop West."

The Bastrop West development has also concurrently submitted a Planned Development District (PDD) zoning application, which is actively under review. The Bastrop West PDD proposes a medical mall complex and a Hotel and Convention Center as a P3 with the City of Bastrop under the city's Qualified Hotel Project legislation. However, upon annexation, the property will be designated as rural residential in accordance with the Bastrop Development Code until the PDD zoning process is complete.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the first reading of Ordinance No. 2026-19, and move to include on the October 27, 2026, Consent Agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2026-19
2. Exhibit A: Survey and Metes and Bounds Description
3. Exhibit B: Municipal Annexation Service Plan

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND BEING +/-221.825 ACRES OF LAND OUT OF THE MOZEA ROUSEAU SURVEY, ABSTRACT NO. 56, DESCRIBED IN INSTRUMENT TO PALMS PROPERTIES, LLC RECORDED IN DOCUMENT NO. 202401151 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, LOCATED IN BASTROP COUNTY, TEXAS WITHIN THE CITY OF BASTROP STATUTORY EXTRATERRITORIAL JURISDICTION, LOCATED EAST OF FARM TO MARKET 20, AND SOUTH OF STATE HIGHWAY 71, MORE COMMONLY KNOWN AS “BASTROP WEST”; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on or about June 10, 2026, Palms Properties, LLC (the “owner”) submitted a petition for voluntary annexation of a portion of a 391.394 acre tract, described as +/-221.825 acres in the Mozea Rouseau Survey, A-56 in Bastrop County, Texas, known as “Bastrop West”, located east of FM 20, and south of State Highway 71, within the Extraterritorial Jurisdiction as shown in Exhibit “A” (the property), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, upon annexation, the property shall be zoned to a default zoning of Rural Residential, in accordance with Section 14.13.002 – Zoning Procedures of the Bastrop Development Code; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of Bastrop authorizes the execution of Ordinance No. 2026-19, annexing +/-221.825 acres in the Mozea Rousseau survey, A-56 in Bastrop County, Texas, known as “Bastrop West”, located east of FM 20 as described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A Service Plan prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit “B” and incorporated here for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3. The City Secretary is hereby directed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 4. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 5. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately after its final

passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 13th day of October 2026.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 27th day of October 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



**221.825 ACRES
BASTROP COUNTY, TEXAS**

A DESCRIPTION OF 221.825 ACRES IN THE MOZEA ROUSEAU SURVEY, A-56, IN BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 221.804 ACRE TRACT CONVEYED TO PALMS PROPERTIES LLC IN DOCUMENT NO. 202401151, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 221.825 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with illegible plastic cap found on the north line of said 221.804 acre tract for the southwest termination of Bear Hunter Drive as shown on Hunters Crossing Section Three G plat recorded in Volume 5, Page 11-A, Plat Records of Bastrop County, Texas, and the southeast corner of a called 169.971 acre tract conveyed to Palms Properties LLC in Document No. 201903965, Official Public Records of Bastrop County, Texas, from which a cotton spindle found on the south right-of-way line of State Highway 71 being the northeast corner of said called 169.971 acre tract bears North 01°03'04" West a distance of 3241.67 feet;

THENCE North 87°01'20" East with the north line of said 221.804 acre tract and the south termination of Bear Hunter Drive, the south line of Lot 25, Block A, of said Hunters Crossing Section Three G, and the south line of Hunters Crossing Section Three D, a subdivision of record in Cabinet 4, Slide 175-B, PRBCT, a distance of 1403.24 feet to a 1/2" rebar found for a northeast corner of said 221.804 acre tract, being the southeast corner of Lot 12, Block D, of said Hunters Crossing Section Three D, being the southwest corner of Hunters Crossing Section Three A, a subdivision of record in Cabinet 4, Slide 111-B, PRBCT, being also the northwest corner of a 126.297 acre tract described in Volume 580, Page 770, DRBCT;

THENCE South 00°29'18" East with the east line of said 221.804 acre tract and the west line of said 126.297 acre tract, a distance of 1688.25 feet to a 5/8" rebar found in the north line of a 19.168 acre tract described in Volume 1616, Page 351, DRBCT;

THENCE South 88°47'28" West with the south line of said 221.804 acre tract and the north line of said 19.168 acre tract, a distance of 1037.66 feet to a 5/8" rebar found for the northwest corner of said 19.168 acre tract;

THENCE South 01°51'22" East with the east line of said 221.804 acre tract, the west line of said 19.168 acre tract, and the west line of a 2.068 acre tract described in Volume 916, Page 474, DRBCT, a distance of 567.44 feet to a 5/8" rebar found for the northeast corner of Lot 4, Lone Star Acres, a subdivision of record in Cabinet 4, Slide 14A, PRBCT;

THENCE South 87°39'02" West with the south line of said 221.804 acre tract, the north line of Lots 1 and 4, of said Lone Star Acres and the north line of a 34 acre tract described in Volume 88, Page 259, DRBCT, a distance of 1720.98 feet to a 1/2" rebar found for the northwest corner of said 34 acre tract, being the northeast corner of a 9 acre tract described in Volume 109, Page 619, DRBCT, being also the southeast corner of a 2 acre tract described in Volume 252, Page 527, DRBCT;

THENCE North 02°14'58" West, with the east line of said 2 acre tract and the east line of a 2 acre tract described in Volume 109, Page 598, DRBCT, a distance of 632.63 feet to a 1/2" rebar with "Chaparral" plastic cap found for the northeast corner of said 2 acre tract described in Volume 109, Page 598;

THENCE South 86°44'08" West with the south line of said 221.804 acre tract and the north line of said 2 acre tract described in Volume 109, Page 598, and the north line of a 2.072 acre tract described in Volume 313, Page 862, DRBCT, for a distance of 640.14 feet to a 1/2" rebar found for the northwest corner of same, being the northeast corner of a 1.1 acre tract described in Volume 193, Page 289, DRBCT;

THENCE South 87°57'09" West, with the south line of said 221.804 acre tract for a distance of 1876.68 feet to a 5/8" rebar found for a southwest corner of said 221.804 acre tract, being the northwest corner of said 9.0 acre tract described in Volume 1827, Page 66, being also the northeast corner of a 6.691 acre tract of land described in Volume 1019, Page 747, DRBCT, being also the southeast corner of a 2.865 acre tract of land described in Volume 2282, Page 254, DRBCT;

THENCE North 02°33'35" West with the west line of said 221.804 acre tract and the apparent east line of said 2.865 acre tract, a distance of 199.13 feet to a 1/2" rebar with "Chaparral" cap found for the southwest corner of said 0.013 acre tract;

THENCE with the common line of said 0.013 acre tract and said 221.804 acre tract, the following four (4) courses and distances:

1. South 89°51'24" East, a distance of 2.48 feet to a 1/2" rebar with "Chaparral" cap found;
2. North 02°42'19" East, a distance of 42.26 feet to a 1/2" rebar with "Chaparral" cap found;
3. North 02°11'59" West, a distance of 61.67 feet to a 1/2" rebar with "Chaparral" cap found;
4. South 87°53'49" West, a distance of 6.69 feet to a 1/2" rebar with "Chaparral" cap found for the northwest corner of said 0.013 acre tract

THENCE North 02°32'37" West, with the west line of the 221.804 acre tract for a distance of 1308.12 feet to a fence post found on the south line of said 169.971 acre tract for the northwest corner of said 221.804 acre tract, and the northeast corner of a 1.00 acre tract conveyed to Jewell Williams (no recording information available);

THENCE North 88°00'26" East with the south line of said 169.971 acre tract, a distance of 3936.17 feet to the **POINT OF BEGINNING**, containing 221.825 acres of land, more or less.

Surveyed on the ground July 22, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, US Survey Feet.

Attachments: Drawing 143-023-221AC-2026

Michael Bohuslav 07/28/26
Michael S. Bohuslav
Registered Professional Land Surveyor
State of Texas No. 7229
T.B.P.L.S. Firm No. 10124500



BOUNDARY EXHIBIT TO ACCOMPANY METES AND BOUNDS DESCRIPTION
221.825 ACRES, BEING THE SAME CALLED 221.804 ACRE TRACT CONVEYED TO PALMS PROPERTIES
LLC IN DOCUMENT NO. 201903965, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

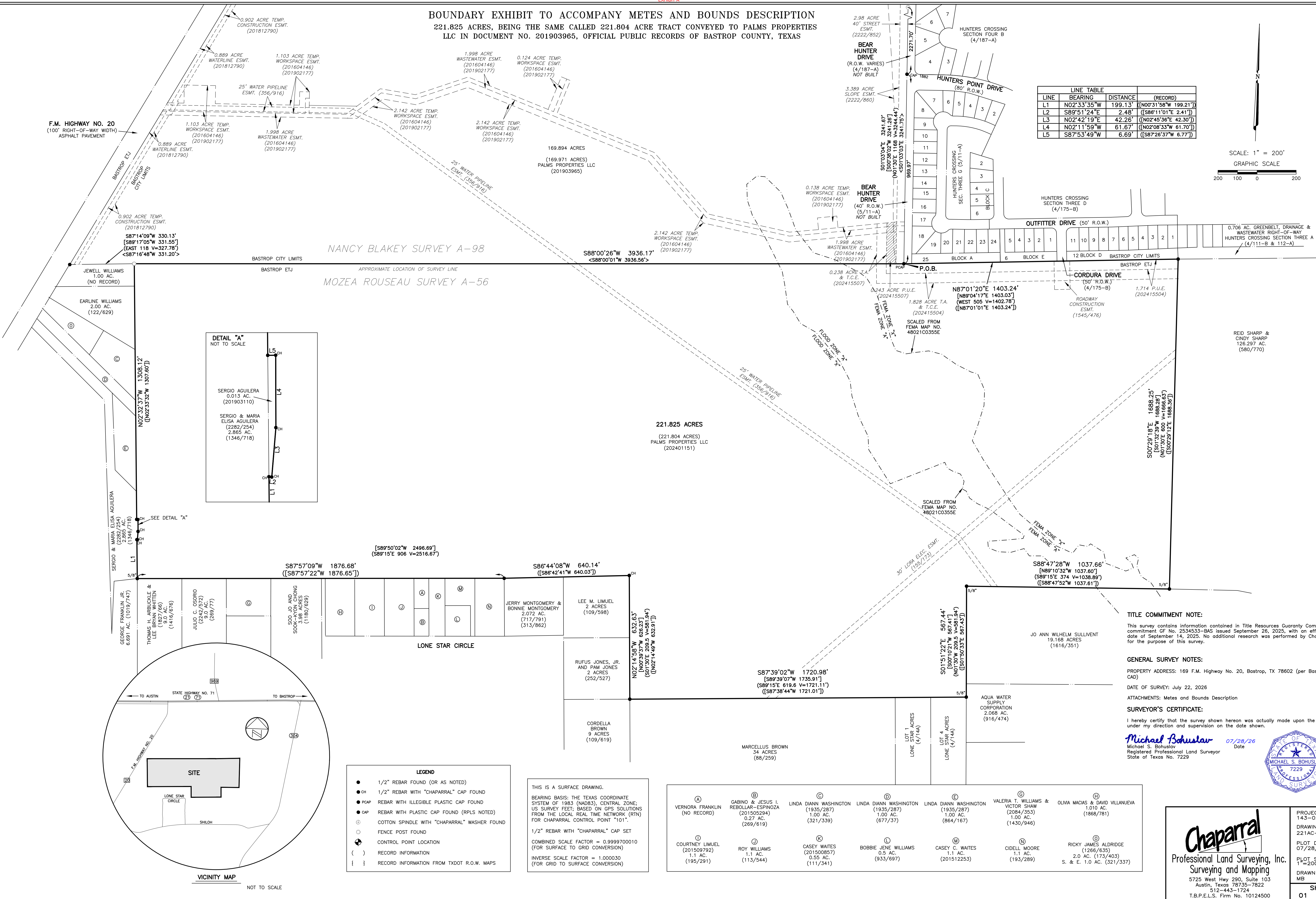


Exhibit B

MUNICIPAL SERVICE PLAN

CITY OF BASTROP, TEXAS SERVICE PLAN FOR ANNEXATION OF A +/-221.825 ACRE TRACT IN THE MOZEA ROUSEAU SURVEY, A-56 IN BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS “BASTROP WEST”

**Owner: PALMS PROPERTIES LLC
Parcel Acreage +/-221.825 Acres**

Upon annexation of the area identified in the Petition for Voluntary Annexation (the “Property”), the City of Bastrop will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Bastrop, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection**

The City’s Fire Department will provide emergency and fire protection services.

3. **Wastewater Facilities**

Wastewater services will be provided by the City to the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas.

4. **Maintenance of Roads and Streets**

The City of Bastrop, Texas is aware of the existence of public roads, streets or alleyways located within the proposed areas of annexation. Private roads will remain under the ownership of the property owner.

5. **Other Services**

The City of Bastrop, Texas finds and determines that such services as planning, code enforcement, animal control, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and density as those found within the newly annexed areas.

SERVICES PROVIDED AFTER THE EFFECTIVE DATE OF ANNEXATION

1. Solid Waste Collection

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Texas Disposal Systems, which will be notified of all newly annexed parcels.

SPECIFIC FINDINGS

The City of Bastrop, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERM

This plan shall be valid for a term of ten (10) years.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

SEVERABILITY

If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not

be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

INTERPRETATION

The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

GOVERNING LAW AND VENUE

This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.

NO WAIVER

The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

GOVERNMENTAL POWERS

It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.

COUNTERPARTS

This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CAPTIONS

The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.

ENTIRE PLAN

It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings

between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understanding, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated or terminated orally.

Agreed to on this the _____ day of _____, 2026 by the following parties subject to acceptance by the City Council of the City of Bastrop.

Bastrop:

Property Owner:

Ismael Harris, Mayor

PALMS PROPERTIES LLC



STAFF REPORT

MEETING DATE: October 13, 2026

TITLE:

Conduct a public hearing, consider and act on the first reading of Ordinance No. 2026-39, amending the Municipal Service Plan for +/-169.971 acres of land out of the Nancy Blakey Survey, Abstract No. 98, conveyed to Palm Properties, LLC recorded in Document No. 201903965 of the Official Public Records of Bastrop County, Texas located within the city limits of the City of Bastrop, Texas, located east of Farm to Market 20, and south of State Highway 71, more commonly known as “Bastrop West”; as shown in Exhibit A; and move to include on the October 27, 2026, Consent Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Staff is amending the existing Municipal Service Plan to clarify the section titled Fire. The existing fire service is being transferred from Bastrop County ESD #2 to the City of Bastrop Fire Department. Exhibit A is the amended Municipal Service Plan.

RECOMMENDATION:

Approve the first reading of Ordinance No. 2026-39 and move to include it on the October 27, 2026, Consent Agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2026-39
2. Exhibit A – Municipal Service Plan

ORDINANCE 2026-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE MUNICIPAL SERVICE PLAN FOR +/-169.971 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, CONVEYED TO PALMS PROPERTIES, LLC, RECORDED IN DOCUMENT NO. 201903965 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BASTROP, TEXAS, LOCATED EAST OF FARM TO MARKET 20, AND SOUTH OF STATE HIGHWAY 71, MORE COMMONLY KNOWN AS "BASTROP WEST"; AS SHOWN IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code and applicable State of Texas statutory authority for the good governance of the City; and

WHEREAS, City Council has previously entered into a written agreement with the owners of land in the area for the provision of services in the area; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-3, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or health and safety regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City of Bastrop deems it necessary to amend the Municipal Service Plan for the 169.971 acres of land known as Bastrop West to add further clarifications and definitions to the same; and

WHEREAS, after consideration of public input received at the hearing, and all relevant information presented, City Council finds it necessary and proper to enact this Ordinance.

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

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

Section 2: An amended service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

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

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: This Ordinance shall be effective immediately upon passage and publication.

Section 7: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

[Signature Page to Follow]

READ & APPROVED on First Reading on this the 13th day of October, 2026.

READ & ADOPTED on the Second Reading on this the 27th day of October, 2026.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



Exhibit A

CITY OF BASTROP AMENDED MUNICIPAL SERVICE PLAN

FOR +/-169.971 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, CONVEYED TO PALM PROPERTIES, LLC RECORDED IN DOCUMENT NO. 201903965 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BASTROP, TEXAS, LOCATED EAST OF FARM TO MARKET 20, AND SOUTH OF STATE HIGHWAY 71

**Owner: PALMS PROPERTIES LLC
Parcel Acreage +/-169.971 Acres**

The area identified in the survey (the "Property"), in the City of Bastrop, will be provided City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. Police Protection

The City of Bastrop, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. Fire Protection

The City's Fire Department will provide emergency and fire protection services.

3. Wastewater Facilities

Wastewater services will be provided by the City to the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas.

4. Maintenance of Roads and Streets

The City of Bastrop, Texas is aware of the existence of public roads, streets or alleyways located within the proposed areas of annexation. Private roads will remain under the ownership of the property owner.

5. **Other Services**

The City of Bastrop, Texas finds and determines that such services as planning, code enforcement, animal control, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and density as those found within the newly annexed areas.

SERVICES PROVIDED AFTER THE EFFECTIVE DATE OF ANNEXATION

1. **Solid Waste Collection**

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Texas Disposal Systems, which will be notified of all newly annexed parcels.

SPECIFIC FINDINGS

The City of Bastrop, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERM

This plan shall be valid for a term of ten (10) years.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

SEVERABILITY

If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

INTERPRETATION

The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

GOVERNING LAW AND VENUE

This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.

NO WAIVER

The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

GOVERNMENTAL POWERS

It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.

COUNTERPARTS

This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CAPTIONS

The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.

ENTIRE PLAN

It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understanding, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated or terminated orally.

Agreed to on this the _____ day of _____, 2026 by the following parties subject to acceptance by the City Council of the City of Bastrop.

Bastrop:

Property Owner:

Ismael Harris, Mayor

PALMS PROPERTIES LLC

Survey



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**169.971 ACRES
BASTROP COUNTY, TEXAS**

EXHIBIT "A"

A DESCRIPTION OF A 169.971 ACRES IN THE NANCY BLAKEY SURVEY, A-98 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 391.394 ACRE TRACT CONVEYED TO JOHN DALE WEAVER IN A SPECIAL WARRANTY DEED DATED MARCH 31, 2009, AND RECORDED IN VOLUME 1903, PAGE 237, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS (OPRBCT), SAVE AND EXCEPT THEREFROM, THAT CERTAIN 0.013 ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NO. 201903110, OPRBCT; SAID 169.971 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the southeast right-of-way line of F.M. Highway No. 20 (100' right-of-way width), being a northwest corner of said 391.394 acre tract, being also the southwest corner of a 42.697 acre tract described in Volume 2297, Page 496, Deed Records, Bastrop County, Texas (DRBCT);

THENCE with the common line of said 391.394 acre tract and said 42.697 acre tract, the following three (3) courses and distances:

1. North 87°42'33" East, a distance of 2581.84 feet to a 1/2" rebar with "Chaparral" plastic cap found for the southeast corner of said 42.697 acre tract;
2. North 00°51'41" West, a distance of 793.29 feet to a 1/2" rebar found;
3. North 04°22'25" West, a distance of 773.46 feet to a 1/2" rebar with "Chaparral" plastic cap set in the south right-of-way line of State Highway No. 71 (right-of-way width varies), being a northwest corner of said 391.394 acre tract, being also the northeast corner of said 42.697 acre tract, from which a rebar with illegible plastic cap found, bears North 04°22'25" West, a distance of 0.36 feet and additional 1/2" rebar found, bears North 82°05'52" West, a distance of 0.45 feet;

THENCE North 87°46'17" East, with the south right-of-way line of State Highway No. 71 and the north line of said 391.394 acre tract, at a distance of 410.76 feet passing a rebar with "TXDOT" aluminum cap found, and continuing for a total distance of 710.76 feet to a cotton spindle with washer set at the intersection of the south right-of-way line of State Highway No. 71 and the west right-of-way line of Bear Hunter Drive (40' right-of-way width) as shown on Bear Hunter Drive Phase 1, a subdivision of record in Cabinet 5, Slide 120-A, Plat Records, Bastrop County, Texas (PRBCT), Hunters Crossing Section Seven B, a subdivision of record in Cabinet 5, Slide 113-A, PRBCT, Hunters Crossing Section Four B, a subdivision of record in Cabinet 4, Slide 187-A, PRBCT, and Hunters Crossing Section Three G, a subdivision of record in Cabinet 5, Slide 11-A, PRBCT, being also a northeast corner of said 391.394 acre tract, from which a rebar with "TXDOT" aluminum

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EXHIBIT "A"

cap found in the south right-of-way line of State Highway No. 71, bears North $87^{\circ}46'17''$ East, a distance of 720.01 feet;

THENCE South $01^{\circ}03'03''$ East with the west right-of-way line of Bear Hunter Drive and the east line of said 391.394 acre tract, passing a rebar with "TJ Dodd 1882" plastic cap found at a distance of 2271.70 feet and continuing for a total distance of 3241.75 feet to a rebar with illegible plastic cap found for the southwest termination of Bear Hunter Drive, being on or near the north line of the Mozea Rouseau Survey, A-56, and the south line of said Nancy Blakey Survey, A-98;

THENCE South $88^{\circ}00'01''$ West, crossing said 391.394 acre tract, generally along said survey lines, a distance of 3936.56 feet to a fence post found for a reentract corner of said 391.394 acre tract;

THENCE South $87^{\circ}16'48''$ West with the south line of said 391.394 acre tract, a distance of 331.20 feet to a fence post found in the southeast right-of-way line of F.M. Highway No. 20, from which a 1/2" rebar found, bears North $67^{\circ}27'37''$ East, a distance of 1.15 feet;

THENCE North $29^{\circ}08'16''$ East with the southeast right-of-way line of F.M. Highway No. 20 and the northwest line of said 391.394 acre tract, a distance of 1942.87 feet to the **POINT OF BEGINNING**, containing 169.971 acres of land, more or less.

Surveyed on the ground January 2, 2017, January 26, 2019, and February 11, 2019.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, US Survey Feet.

Attachments: Drawing 143-023-TR1-NORTH

Bryan D. Newsome 12 March 2019
 Bryan D. Newsome
 Registered Professional Land Surveyor
 State of Texas No. 5657
 T.B.P.L.S. Firm No. 10124500

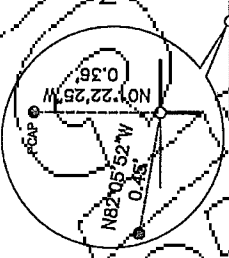


143-023-TR1-NORTH.docx

A SKETCH TO ACCOMPANY A DESCRIPTION OF A 169.971 ACRES IN THE NANCY BLAKEY SURVEY, A-98 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A 391.394 ACRE TRACT CONVEYED TO JOHN DALE WEAVER IN A SPECIAL WARRANTY DEED DATED MARCH 31, 2009, AND RECORDED IN VOLUME 1903, PAGE 237 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAVE AND EXCEPT THEREFROM, THAT CERTAIN 0.013-ACRE TRACT CONVEYED BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NO. 201903110, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.



1" = 400'



STATE HIGHWAY NO. 71
{RIGHT-OF-WAY WIDTH VARIES}

N87°46'17\"/>

N87°46'17\"/>

PAUL PAPE &
BARBARA L. PAPE
SECOND TRACT
22.609 ACRES
(333/502)

FORESTAR (USA)
REAL ESTATE GROUP
INC.
SABINE INVESTMENT
COMPANY
283.001 ACRES
(1113/870)

BEAR HUNTER
DRIVE
(40' R.O.W.)
HUNTERS CROSSING
BEAR HUNTER DRIVE
PHASE 1
(5/120-A)

169.971 ACRES
JOHN DALE WEAVER
391.394 ACRES
(1903/237)

N00°51'41\"/>

MAY MUOI NGO
42.697 ACRES
(2297/496)

N87°42'33\"/>

(WEST 937 VARAS) (153/338)

S01°03'03\"/>

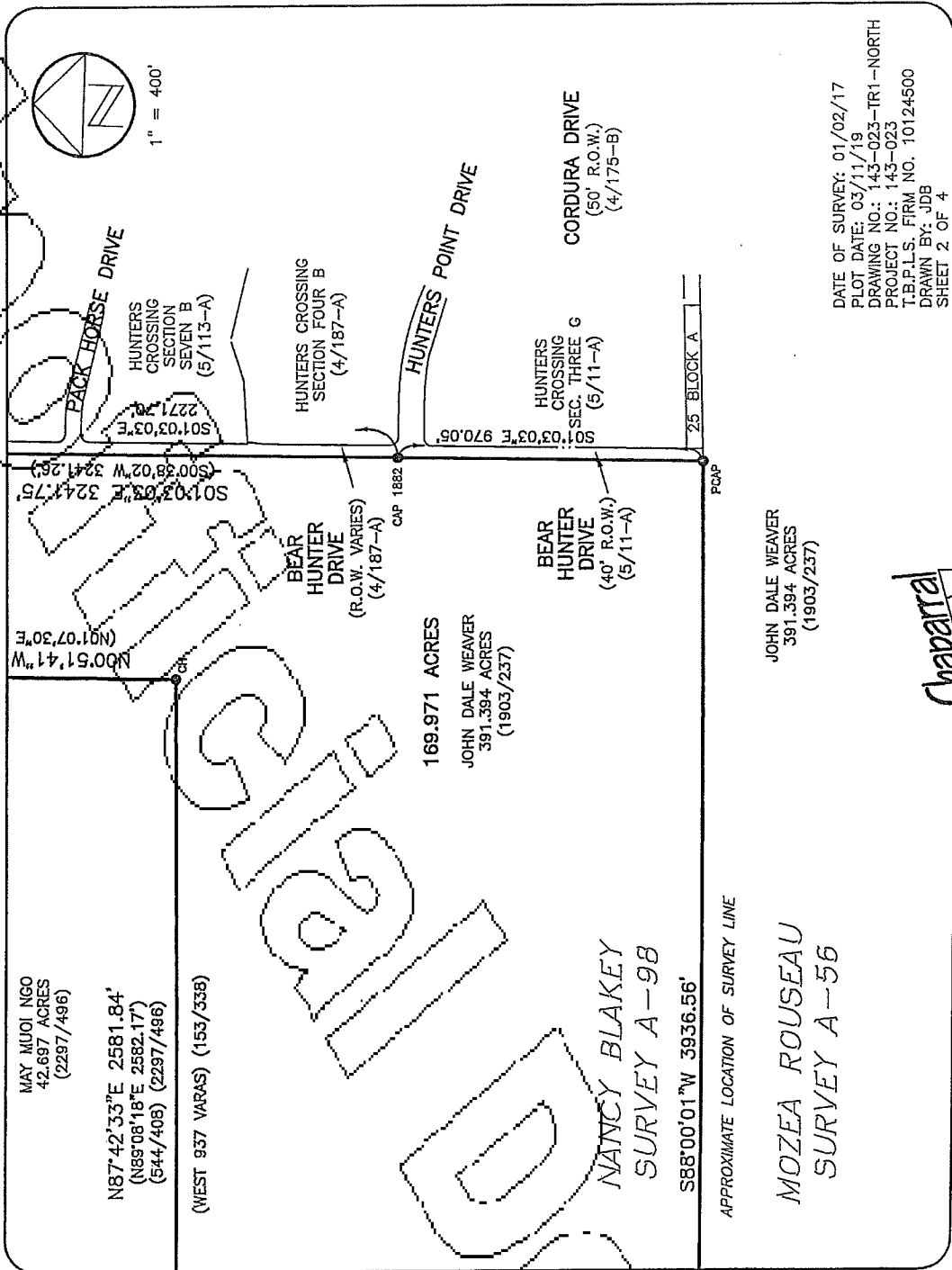
S01°03'03\"/>

PACK HORSE DRIVE

HUNTERS
CROSSING
SECTION
SEVEN B
(5/113-A)

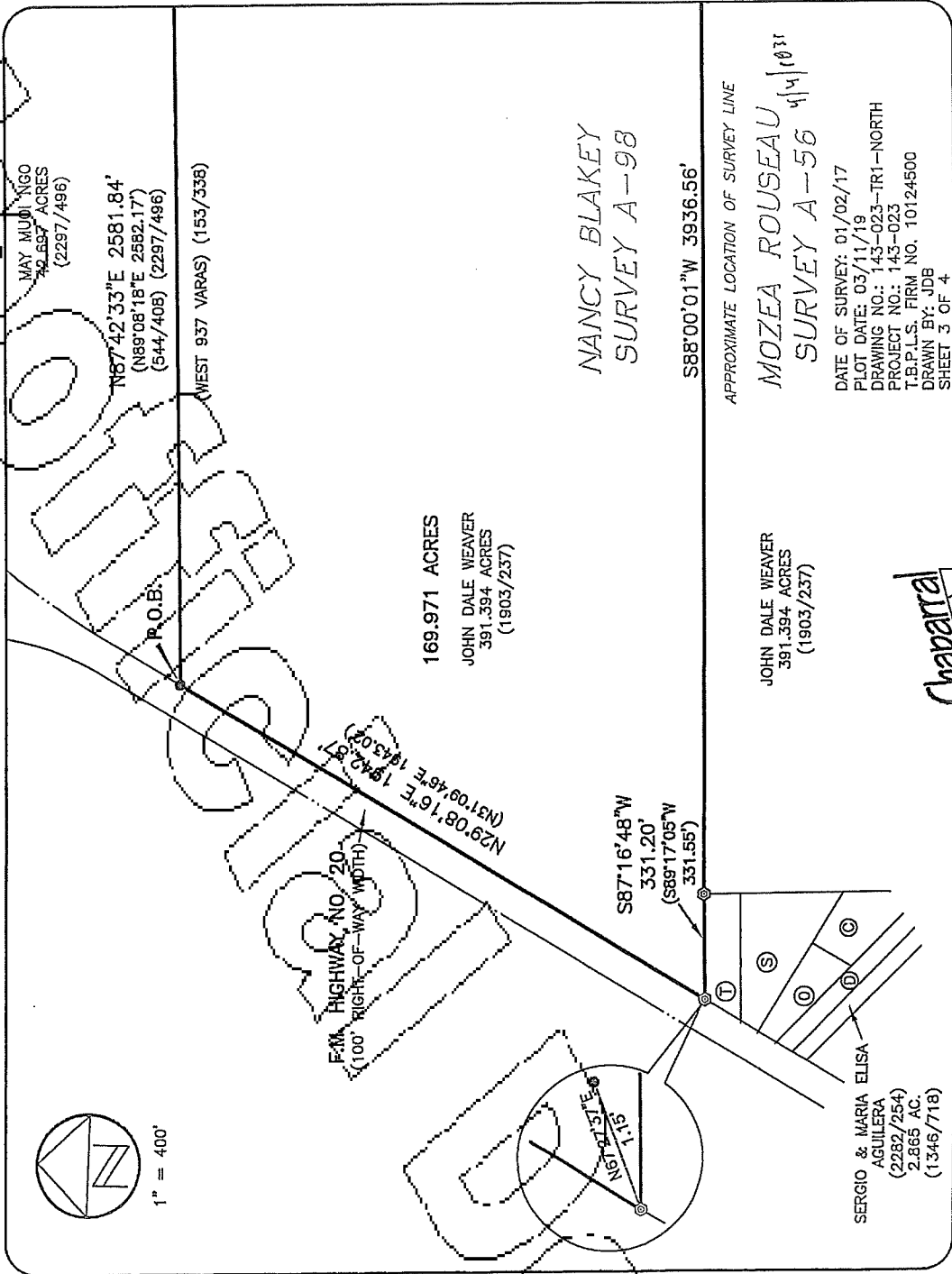
DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.:
143-023-TR1-NORTH
PROJECT NO.: 143-023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 1 OF 4

Chaparral



DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.: 143-023-TR1-NORTH
PROJECT NO.: 143-023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 2 OF 4

Chaparral



DATE OF SURVEY: 01/02/17
PLOT DATE: 03/11/19
DRAWING NO.: 143-023-TR1-NORTH
PROJECT NO.: 143-023
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: JDB
SHEET 4 OF 4

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983
(NAD83), CENTRAL ZONE, US SURVEY FEET.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
143-023-TR1-NORTH

Chaparral

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- PCAP REBAR WITH ILLEGIBLE PLASTIC CAP FOUND
- CAP REBAR WITH PLASTIC CAP FOUND (RPLS NOTED)
- ⊙ REBAR WITH "TXDOT" ALUMINUM CAP FOUND
- ⊗ COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
- ⊙ FENCE POST FOUND
- () RECORD INFORMATION
- { } RECORD INFORMATION FROM TXDOT R.O.W. MAPS

⊙ LINDA DIANN WASHINGTON
(1935/287)
1.00 AC.
(321/339)

⊙ JEWELL WILLIAMS
1.00 AC.
(NO RECORD)

⊙ LINDA DIANN WASHINGTON
(1935/287)
1.00 AC.
(677/37)

⊙ PAUL PAPE &
BARBARA L. PAPE
1.706 ACRES
(1388/372)

⊙ RICKY JAMES ALDRIDGE
(1286/635)
2.0 AC. (175/403)
S & E 1.0 AC. (321/337)

⊙ MAY MUIOI NGO
42.697 ACRES
(2297/496)

⊙ PAUL PAPE &
BARBARA L. PAPE
FIRST TRACT
2.000 ACRES
(333/502)

⊙ EARLINE WILLIAMS
2.00 AC.
(122/629)