**City Council Regular Meeting**

*Dripping Springs City Hall*

*511 Mercer Street – Dripping Springs, Texas*

*Tuesday, October 21, 2025, at 6:00 PM*

# AGENDA

## CALL TO ORDER & ROLL CALL

***City Council Members***
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

***Staff, Consultants & Appointed/Elected Officials***
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
IT Director Jason Weinstock
People & Communications Director Lisa Sullivan
Parks & Community Services Director Andy Binz
Planning Director Tory Carpenter

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation*

*of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

**PROCLAMATIONS & PRESENTATIONS**

*Proclamations and Presentations are for discussion purposes only and no action shall be taken.*

1. **Presentation with Update on Solid Waste Services.** *Texas Disposal Systems*

**CONSENT AGENDA**

*The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.*

2. **Approval of the September 16, 2025 City Council Special Meeting Minutes.**

3. **Approval of a Temporary Construction Easement for brush and tree removal on City property directly west of 4500 Highway 290, Dripping Springs, Texas.** *Sponsor: Mayor Bill Foulds, Jr.*

4. **Approval of an Ordinance amending and updating the City of Dripping Springs Address for Claims purposes.** *Sponsor: Mayor Bill Foulds, Jr.*

**BUSINESS AGENDA**

5. **Public hearing, consideration and possible action with respect to an "Ordinance Levying Special Assessments For, And Apportioning the Costs of, Certain Improvements to Property in and for The Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B; Fixing a Charge and Lien Against All Properties Within Improvement Area #3A and Improvement Area #3B of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date".** *Applicant: Steve Metcalf*

    a. Staff Report
    b. Public Hearing
    c. Ordinance

6. **Consideration and possible action with respect to an "An Ordinance Authorizing the Issuance of the 'City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)'; Approving and Authorizing an Indenture of Trust, a**

**Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date".** *Applicant: Steve Metcalf*

7. **Public hearing, discussion, and consideration of approval of an Ordinance regarding ZA2025-001: an application for a zoning map amendment from Agriculture (AG) to General Retail with a Conditional Overlay (GR-CO) for the 4.98 acres located at 126025 Ranch Road 12.** *Applicant: Angie and Brad Mendenhall, MBARR Holdings LLC.*

    a. Applicant Presentation
    b. Staff Report
    c. Planning & Zoning Commission Report
    d. Public Hearing
    e. Ordinance

8. **Public hearing, discussion, and consideration of approval of an ordinance amending the Sign Ordinance.** *Sponsor: Mayor Bill Foulds, Jr.*

    a. Staff Report
    b. Public Hearing
    c. Ordinance

9. **Discuss and Act upon a Resolution by the City Council of the City of Dripping Springs Requesting Financial Participation from the Texas Water Development Board; Authorizing the Filing of an Application for Financial Participation; and Making Certain Findings in Connection Therewith.** *Sponsor: Mayor Bill Foulds, Jr.*

10. **Discuss and consider approval of a Resolution approving and updating the Purchasing Policy.** *Sponsor: Mayor Bill Foulds, Jr.*

## CLOSED SESSION

*The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

11. **Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*

12. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071)*

13. **Deliberation on the appointment, employment, evaluation, reassignment, and duties of the Deputy City Attorney and City Attorney.** (*Deliberation Regarding Personnel, 551.074).*

**UPCOMING MEETINGS**

**City Council & Board of Adjustment Meetings**
November 4, 2025, at 6:00 p.m.
November 18, 2025, at 6:00 p.m.
December 2, 2025, at 6:00 p.m.
December 16, 2025, at 6:00 p.m.

**Board, Commission & Committee Meetings**
Transportation Committee, October 27, 2025, at 3:30 p.m.
Founders Day Committee, October 27, 2025, at 6:30 p.m.
Planning & Zoning Commission, October 28, 2025, at 6:00 p.m.
Historic Preservation Commission, November 6, 2025, at 4:00 p.m.
TIRZ No.1 & No.2 Board, November 10, 2025, at 4:00 p.m.
Founders Day Committee, November 10, 2025, at 6:30 p.m.
DSRP Board, November 12, 2025, at 11:00 a.m.

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING**

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on* ***October 15, 2025 at 5:00 p.m.***

*Diana Boone, City Secretary*

*This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.*

# City Council Special Meeting

*Dripping Springs City Hall*

*511 Mercer Street – Dripping Springs, Texas*

*Tuesday, September 16, 2025, at 5:30 PM*

# DRAFT MINUTES

## CALL TO ORDER & ROLL CALL

With a quorum of council members present, Mayor Foulds called the meeting to order at 5:37 p.m.

***City Council Members***
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 Travis Crow
Council Member Place 5 Sherrie Parks

***Staff, Consultants & Appointed/Elected Officials***
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
Planning Director Tory Carpenter
DSRP Manager Lily Sellers
Utilities Director Dane Sorensen
People & Communications Director Lisa Sullivan

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member King.

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video*

*presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

**BUDGET WORKSHOP**

1. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2026.** *Deputy City Administrator, Shawn Cox*

   No action taken.

**PROCLAMATIONS & PRESENTATIONS**
*Proclamations and Presentations are for discussion purposes only and no action shall be taken.*

2. **A Proclamation of the City of Dripping Springs declaring the month of September 2025 as "Hunger Action Month."** *Sponsor: Mayor Bill Foulds, Jr.*

   This proclamation was not read aloud.

3. **A Proclamation of the City of Dripping Springs declaring October 10, 2025 as "World Homeless Day."** *Sponsor: Mayor Bill Foulds, Jr.*

   This item was addressed after item 15 on the Business Agenda.

   The proclamation was read and presented by Council Member Crow to Nancy Heintz with Hays County Homeless Coalition.

**CONSENT AGENDA**

*The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.*

4. **Approval of the August 19, 2025 City Council special meeting minutes.**

5. **Approval of the August 27, 2025 City Council special meeting minutes.**

6. **Approval of the appointment of Rich Lucas and the reappointment of Mike Carroll, Kathy Boydston, and Sean Casey to the Dripping Springs Ranch Park Board of Directors for term ending September 30, 2027, and the reappointment of Todd Purcell as Board Chair for term ending September 30, 2027.**

7. **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Village Grove Parkway Phase 1 Streets, Drainage, Sidewalk, and Wastewater Improvements and Releasing a Construction Bond.** *Applicant: CC Carlton Industries, Ltd.*

8. **Approval of an Assignment and Assumption of Second Amended and Restated Wastewater Service and Fee Agreement between CRTX Development LLC, Local at DS LP, and the City of Dripping Springs.** *Applicant: CRTX Development LLC*

9. **Approval of Update to Public Improvement District Administration Services Hourly Billing Structure for P3Works.** *Applicant: P3Works*

10. **Approval of a Ground Maintenance Extension Agreement between the City of Dripping Springs and Elk Ridge Construction, LLC.** *Sponsor: Mayor Pro Tem Manassian*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to approve Consent Agenda items 4 -10.

The motion to approve carried unanimously 5 to 0.

**BUSINESS AGENDA**

11. **Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas, amending the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

a. Staff Report

This item was presented by Deputy City Administrator Shawn Cox.

b. Public Hearing

No one spoke during the Public Hearing.

c. Budget Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the ordinance amending the 2024-25 budget.

The motion to approve carried unanimously 5 to 0.

12. **Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2025-2026 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

a. Staff Report

This item was presented by Deputy City Administrator Shawn Cox.

b. Public Hearing

No one spoke during the Public Hearing.

c. Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to approve an ordinance of the City of Dripping Springs, Texas, setting and approving the municipal budget for the 2025-2026 Fiscal Year, funding municipal purposes, authorizing expenditures, providing for findings of fact, enactment, filing of budget, repealer, severability, effective date, and proper notice an meeting of the City Council meeting on September 16, 2025.

The motion to approve carried unanimously 5 to 0.

Roll Call Vote:

Mayor Pro Tem Manassian - Aye
Council Member King - Aye
Council Member Tahuahua - Aye
Council Member Crow - Aye
Council Member Parks -Aye

**13. Public hearing and consideration of approval of an Ordinance setting the 2025 Ad Valorem Tax and Levy at Two Thousand and Two Hundred and Sixty-Seven Ten Thousands Cents ($0.2267) per one hundred ($100.00) of assessed valuation of all taxable property within the Corporate City Limits.**

a. Staff Report

This item was presented by Deputy City Administrator Shawn Cox.

b. Public Hearing

No one spoke during the Public Hearing.

c. Tax Rate Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to approve the property tax rate be increased by the adoption of a maintenance and operations tax rate of $.1850 per one hundred dollars of assessed valuation and $.0418 per one hundred dollars of assessed valuation for the I&S rate, which is effectively a 2.24 percent increase in the tax rate.

The motion to approve carried unanimously 5 to 0.

Roll Call Vote:

Mayor Pro Tem Manassian - Aye
Council Member King - Aye
Council Member Tahuahua - Aye
Council Member Crow - Aye
Council Member Parks -Aye

**14. Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2025-2026; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to approve a resolution of the City of Dripping Springs, Texas, ratifying the municipal budget for Fiscal Year 2025-2026 reflecting that this budget is based on raising more revenue from property taxes than in the previous year.

The motion to approve carried unanimously 5 to 0.

Roll Call Vote:

Mayor Pro Tem Manassian - Aye
Council Member King - Aye
Council Member Tahuahua - Aye
Council Member Crow - Aye
Council Member Parks -Aye

**15. Discuss and consider approval of an Ordinance Repealing and Replacing Appendix A: Article A100 (General Provisions) of the Dripping Springs Code of Ordinances; Including Parks, DSRP, Planning, and Miscellaneous; Amending Fees and Updating Fee Schedule Formats.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion to approve was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve an ordinance repealing and replacing Appendix A: Article A100 General Provisions of the Dripping Springs Code of Ordinances; including Parks, DSRP, Planning, miscellaneous; amending fees and updating fee schedule formats including a revision to the appendix to fee schedule to clarify how many life guards are needed for parties of different sizes.

The motion to approve carried unanimously 5 to 0.

A motion was made by Council Member Crow and seconded by Council Member King, to return to item 3, a proclamation of the City of Dripping Springs.

The motion carried unanimously 5 to 0.

The proclamation was read and presented by Council Member Crow to Nancy Heintz with Hays County Homeless Coalition.

**16. Discuss and consider approval of Task Order #4 between the City of Dripping Springs and Carollo for final design and bidding services for the South Regional Water Reclamation Facility.** *Sponsor: Mayor Bill Foulds*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve Task Order #4 between the City and Carollo for final design and bidding services for the South Regional Water Reclamation Facility.

The motion to approve carried unanimously 5 to 0.

17. **Update on the agreement with QA Construction Services, Inc. for the Stephenson Building and Parking Lot Project.** *Sponsor: Mayor Pro Tem Taline Manassian*

    No action was taken.

**CLOSED SESSION**

A motion was made by Council Member Tahuahua and seconded by Council Member King, to go into Closed Session in regards to items 18, 19, and 20, under sections 551.071 and 551.072.

The motion carried unanimously 5 to 0.

Closed Session began at 6:28 p.m.

*The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

18. **Consultation with attorney regarding legal issues related to new legislation and other items regarding the city purchasing policy.** (*551.071, Consultation with Attorney)*

19. **Consultation with Attorney and Deliberation Regarding Real Property and interlocal discussions related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)*

20. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071)*

Closed Session ended at 6:55 p.m.

**ADJOURN**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to adjourn the meeting. The motion to adjourn carried unanimously 5 to 0.

The meeting adjourned at 6:56 p.m.

***APPROVED ON:  Month, XX, 202X***

*Bill Foulds, Jr., Mayor*

***ATTEST:***

*Diana Boone, City Secretary*

**To:** Mayor Bill Foulds Jr. & City Council
**From:** Sara Varvarigos, AICP – Senior Planner
**Date:** October 21, 2025
**RE:** Temporary Construction Easement Agreement with Stephanie Kirkey, Dripp'N Paint and Auto (4500 W U.S. Hwy 290)

## I. Overview:

Stephanie Kirkey, owner of Dripp'N Paint and Auto at 4500 W U.S. Hwy 290, requests a Temporary Construction Easement Agreement with the City of Dripping Springs to allow limited vegetation clearing within the right-of-way bordering the property's western boundary line (namely a 2.522 Acre tract of land out of the J.A. Seward Survey).

The Temporary Construction Easement would authorize Ms. Kirkey, the Easement Agreement Grantee, to clear vegetation from the right-of-way along the length of her property's western fence line, subject to specific construction, maintenance, and safety standards outlined in the agreement.

This will allow Ms. Kirkey to create a fire barrier between her property and the City's right-of-way, reconstruct her existing fence, and plant and maintain native grasses.

The City Engineer has reviewed the proposed vegetative clearing and planting and does not have concerns related to drainage or erosion impacts from the project.

## II. Agreement Terms:

### Scope of Improvements:

- Removal of an approximately six-foot wide strip of vegetation (including Juniper Ash trees) from the right-of-way along western fence line.
- Seeding cleared area with native grasses after the vegetative clearing is complete.
- Rebuilding an existing fence.

### Public Access:
The improvements within the right-of-way must remain open for public use.

### Maintenance and Compliance:
The Grantee must maintain all improvements at their sole expense, complying with drainage, erosion control, and vegetation standards set by the City.

### License Term:
The Temporary Construction Easement will be valid for twelve (12) months from date of execution or when the City approves of the revegetation of the easement area, whichever comes first. The Temporary Construction Easement is transferable to the Grantee's successors.

**Insurance and Indemnification:**
The Grantee must maintain general liability insurance and indemnify the City against claims arising from the improvements or their use.

## III. City Benefit:

1. **Improved Fire Safety:**
   The improvements are designed to facilitate fire safety by reducing fire hazards near the Dripp'N Paint and Auto body shop.

2. **No City Cost:**
   All construction and maintenance costs are the responsibility of the property owners.

## IV. Recommendation

Staff recommends approval of the Temporary Construction Easement to the Grantee, Ms. Stephanie Kirkey, as the improvements serve a public safety benefit, are consistent with stormwater management requirements, and do not impede the intended use of the public right-of-way.

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

# TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
(CORPORATE)

**Date:**

| | |
|---|---|
| **Grantor:** | **CITY OF DRIPPING SPRINGS, TEXAS,** a General Law municipality situated in Hays County, Texas |
| **Grantor's Address:** | P.O. Box 384<br>511 Mercer Street<br>Dripping Springs, Hays County, Texas 78620 |
| **Grantee:** | STEPHANIE KIRKEY, DRIPPIN BODY AND PAINT |
| **Grantee's Address:** | 4500 W U.S. Hwy 290<br>Dripping Springs, Hays County, Texas 78620 |
| **Property:** | A non-exclusive easement in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 2.52 acres, more or less, and more particularly described on **Exhibit "A",** attached hereto and incorporated herein by reference ("Temporary Easement Tract"). |
| **Consideration:** | Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained |
| **Permitted Encumbrances:** | None |

**GRANT OF EASEMENT**:

Grantor, for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the Temporary Easement in, upon, over, under, along, through, and across the Temporary Easement Tract TO HAVE AND TO HOLD the same temporarily to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Temporary Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of removal of trees and

vegetation and for the planting and maintenance of native grasses installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Temporary Easement Tract, unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same.

**CHARACTER OF EASEMENT**:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee and is subject to the following conditions:

(a) Only Rubber-tired vehicles and hand tools may be used for vegetation clearing.

(b) Insurance coverage with the City as additional named insured and in a form approved by the City Administrator.

**PURPOSE OF EASEMENT**:

The Easement shall be used by Grantee to remove trees and vegetation, install a fence and related infrastructure on Grantee's adjacent property, and plant and maintain native grasses.

Upon completion of construction, Grantee agrees to restore the surface of the Temporary Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas with native grasses as approved by the City Administrator. City will inspect at the completion of construction and revegetation.

**DURATION OF EASEMENT**:

The Temporary Easement Tract shall commence from the date of execution of this easement document and shall automatically terminate and be of no further force upon the expiration of twelve (12) months from date of execution or when the City approves of the revegetation of the easement area, whichever comes first.

**GRANTOR USE**:

Grantor hereby retains use of the Temporary Easement Tract.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

**GRANTOR:**

By: _____
Michelle Fischer

Title: _____
City Administrator

**STATE OF TEXAS** §
§ **ACKNOWLEDGMENT**
**COUNTY OF HAYS** §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2025, by _____, a Texas _____, on behalf of the City of Dripping Springs.

_____
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

# EXHIBIT "A"

## TEMPORARY EASEMENT TRACT

SCENIC LAND HOLDINGS LLC

FN. NO. 17-052(DLB)
JANUARY 27, 2017
JOB NO. 222010418

**DESCRIPTION**

OF A 2.522 ACRE TRACT OF LAND OUT OF THE J.A. SEWARD SURVEY, ABSTRACT NO. 658 SITUATED IN HAYS COUNTY, TEXAS BEING PART OF THAT CERTAIN TRACT 3 - 388.67 ACRE TRACT OF LAND CONVEYED TO SCENIC LAND HOLDINGS LLC BY DEED OF RECORD IN VOLUME 5071, PAGE 321, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS; SAID 2.522 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found in the northerly right-of-way line of U.S. Highway 290 (R.O.W. varies), being the southeasterly corner of Lot 7 of Ladera Subdivision, of record in Volume 7, Page 51 of the Plat Records of Hays County, Texas, also being the southwesterly corner of said 388.67 acre tract and hereof;

**THENCE**, N00°51'15"W, leaving the northerly right-of-way line of U.S. Highway 290, along the easterly line of said Lot 7, being the westerly line of said 388.67 acre tract, for the westerly line hereof, a distance of 2185.97 feet to a 1/2" iron rod with "MEENACH" cap found at the northeasterly corner of said Lot 7, being an angle point in the westerly line of said 388.67 acre tract, for the northwesterly corner hereof;

**THENCE**, N89°38'21"E, leaving the northeasterly corner of said Lot 7, over and across said 388.67 acre tract, for the northerly line hereof, a distance of 50.19 feet to a 1/2 inch iron rod found at the northwesterly corner of that certain 1.50 acre tract of land conveyed to Ken and Donna Jenkins by deed of record in Volume 815, Page 838 of said Official Public Records, being an angle point in the easterly line of said 388.67 acre tract, for the northeasterly corner hereof;

**THENCE**, S00°51'27"E, leaving the northwesterly corner of said 1.50 acre tract, in part, along the common line of said 388.67 acre tract and said 1.50 acre tract, and in part, along the common line of said 388.67 acre tract and those certain 14.79 acre and 1.21 acre tracts of land conveyed to Ken and Donna Jenkins by deed of record in Volume 815, Page 795 of said Official Public Records, for the easterly line hereof, a distance of 2185.29 feet to a 1/2 inch iron rod found in the northerly right-of-way line of U.S. Highway 290, being the southwesterly corner of said 1.21 acre tract and the southeasterly corner of said 388.67 acre tract and hereof;

**THENCE**, S88°51'53"W, leaving the southwesterly corner of said 1.21 acre tract, along the northerly right-of-way line of U.S. Highway 290, for the southerly line hereof, a distance of 50.32 feet to the **POINT OF BEGINNING**, containing an area of 2.522 acres (109,841 square feet) of land, more or less, within these metes and bounds.

**BEARING BASIS:** THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

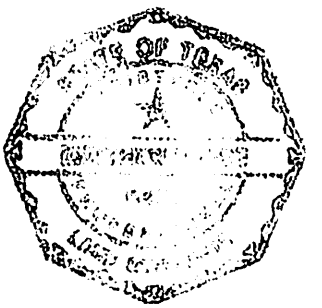
DISTANCES ARE SURFACE UNITS DERIVED BY APPLICATION OF A SITE SPECIFIC COMBINED SCALE FACTOR OF 1.000079091.

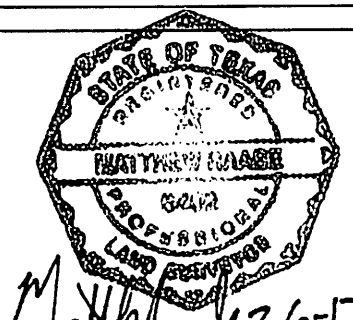
I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

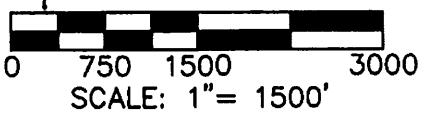
Matth Raabe 2-6-17

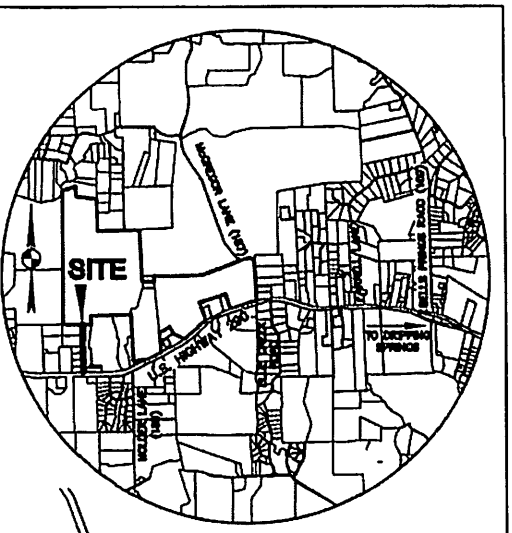
STANTEC CONSULTING
SERVICES INC.
221 WEST SIXTH ST.
SUITE 600
AUSTIN, TEXAS 78701

MATTHEW J. RAABE
R.P.L.S. NO. 6402
STATE OF TEXAS
TBPLS # F-10194230
matthew.raabe@stantec.com








**VICINITY MAP**
N.T.S.

**McGREGOR LANE**
(R.O.W. VARIES)

301.999 ACRES
MARK BLEAKLEY
1993 TRUST
VOLUME 2044,
PAGE 648

TRACT 3
388.67 ACRES

TRACT 4
1/2 OF
7.06 ACRES

**McGREGOR LANE**
(R.O.W. VARIES)

**2.522 ACRES**
(109,841 SQ. FT.)
(SEE SHEET 2 OF 2)

*682.534 ACRES*
*SCENIC LAND*
*HOLDINGS LLC*
*VOLUME 5071,*
*PAGE 321*

TRACT 1
214.42
ACRES

TRACT 2
78.432
ACRES

**U.S. HIGHWAY 290**
(R.O.W. VARIES)

POB

**Stantec**
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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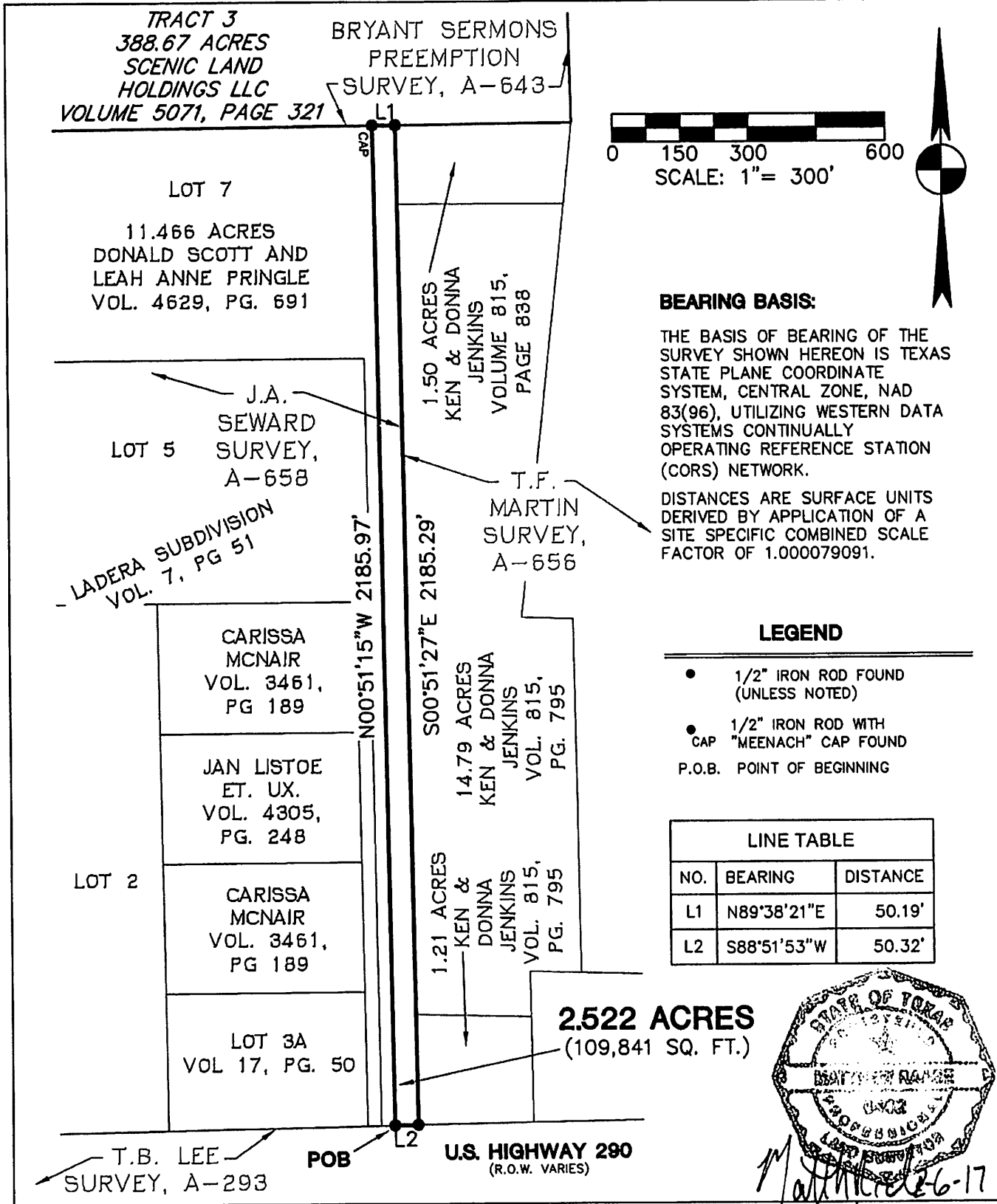
**SKETCH TO ACCOMPANY DESCRIPTION**
OF A 2.522 ACRE TRACT OF LAND OUT OF THE J.A. SEWARD SURVEY, ABSTRACT NO. 658 SITUATED IN HAYS COUNTY, TEXAS BEING PORTION OF THAT CERTAIN TRACT 3 – 388.67 ACRE TRACT OF LAND CONVEYED TO SCENIC LAND HOLDINGS LLC BY DEED OF RECORD IN VOLUME 5071, PAGE 321, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS.

**SCENIC LAND HOLDINGS LLC**

**SHEET 1 OF 2**

| DATE: 01-27-17 | DRAWN BY: DLB | FN: 17-052 (DLB) | FILE: V:\2220\ACTIVE\222010418\SURVEY\222010418EX2.DWG | JOB No. 222010418 |
|---|---|---|---|---|




**BEARING BASIS:**

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

DISTANCES ARE SURFACE UNITS DERIVED BY APPLICATION OF A SITE SPECIFIC COMBINED SCALE FACTOR OF 1.000079091.

**LEGEND**

- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ● CAP 1/2" IRON ROD WITH "MEENACH" CAP FOUND
- P.O.B. POINT OF BEGINNING

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | DISTANCE |
| L1 | N89°38'21"E | 50.19' |
| L2 | S88°51'53"W | 50.32' |




1-6-17

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
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TBPE # F-6324 TBPLS # F-10194230
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**SCENIC LAND HOLDINGS LLC**

**SHEET 2 OF 2**

| DATE: 01-27-17 | DRAWN BY: DLB | FN: 17-052 (DLB) | FILE: V:\2220\ACTIVE\222010418\SURVEY\222010418EX2.DWG | JOB No. 222010418 |
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# STAFF REPORT

## City of Dripping Springs

**PO Box 384**

**511 Mercer Street**

**Dripping Springs, TX 78620**

**Submitted By:** Laura Mueller, City Attorney

**Council Meeting Date:** October 21, 2025

**Agenda Item Wording:** **Approval of an Ordinance amending and updating the City of Dripping Springs Address for Claims purposes.** *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:**

**Summary/Background:** The address for notice of claims has not been updated since we moved to the city hall on 511 Mercer Street. This is just to update the address to our current location.

**Commission Recommendations:** N/a

**Recommended Council Actions:** Approval

**Attachments:** Ordinance

**Next Steps/Schedule:**

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2025-____**

**Amending Address in Section 1.03.003 of the Code of Ordinances**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING SECTION 1.03.003 OF THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES TO UPDATE THE SERVICE ADDRESS FOR NOTICE UNDER THE TORT CLAIMS ACT; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.**

**WHEREAS**, the City of Dripping Springs adopted Section 1.03.003 of its Code of Ordinances to establish the method and location for service of notice under the Texas Tort Claims Act; and

**WHEREAS**, the current address listed in Section 1.03.003 is outdated and no longer accurately reflects the current physical location of the Mayor's office; and

**WHEREAS**, the City Council finds it necessary to amend Section 1.03.003 to reflect the current physical address in order to ensure proper and timely notice under the Act; and

**WHEREAS**, the City Council of the City of Dripping Springs finds that amending the Code to reflect this updated address is in the best interest of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dripping Springs, Texas:**

## 1. FINDINGS OF FACT

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

## 2. ENACTMENT

Section 1.03.003 of the City of Dripping Springs Code of Ordinances is hereby amended to read as follows:

**Sec. 1.03.003 - Service.**

All notices required by this article shall be effectuated by serving them upon the Mayor at the following location: **511 Mercer Street**, Dripping Springs, Texas 78620 (do not use post office address), and all such notices shall be effective only when actually received in the office of the person named above.

## 3. REPEALER

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.

## 4. SEVERABILITY

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

## 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as required by law.

## 6. PROPER NOTICE & MEETING

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

**PASSED & APPROVED** this, the _____ day of _____ 2025, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

By: _____
Bill Foulds, Jr., Mayor

**ATTEST:**

_____
Diana Boone, City Secretary

**Council Meeting Date: October 21, 2025**

**AGENDA ITEM COVER SHEET**

**SUBJECT:**

1. Public hearing, consideration and possible action with respect to an "Ordinance Levying Special Assessments For, And Apportioning the Costs of, Certain Improvements to Property in and for The Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B; Fixing a Charge and Lien Against All Properties Within Improvement Area #3A and Improvement Area #3B of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date"
2. Consideration and possible action with respect to an "An Ordinance Authorizing the Issuance of the "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)"; Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date"

**ITEM SUMMARY/SPECIAL CONSIDERATIONS:**

On November 14, 2017, the Council adopted Resolution No. 2017-74 authorizing the creation of the Heritage Public Improvement District (the "PID") after a public hearing in accordance with Chapter 372, Texas Local Government Code, as amended (the "PID Act"). The PID is expected to be developed in phases. The area designated as "Improvement Area #3" within the District ("Improvement Area #3") is the next phase of development in the PID. The PID consists of approximately 188.943 acres and Improvement Area #3 includes approximately 29.78 total acres. Improvement Area #3 consists of Improvement Area #3A and Improvement Area #3B. Improvement Area #3A is expected to include approximately 97 single-family lots and Improvement Area #3B is expected to include approximately 67 single-family lots. The future improvement areas are expected to include approximately 113 single-family lots and approximately 105 multifamily units. The City is authorized by the PID Act to issue revenue bonds payable from the Assessments levied within Improvement Area #3A and Improvement Area #3B (the "Improvement Area #3A Assessments" and the "Improvement Area #3B Assessments," respectively, and collectively, the "Assessments") for the purpose of paying a portion of the actual costs of the authorized improvements constructed for the benefit of property within Improvement Area #3A and Improvement Area #3B of the PID.

On October 7, 2025, the City approved Resolution No. 2025-R-37 as well as the Preliminary Service and Assessment Plan (the "PSAP") prepared, on behalf of the City, by P3 Works, LLC ("P3"). The PSAP included a description of the proposed Authorized Improvements, determined the cost of those improvements, and included a proposed Improvement Area #3A Assessment Roll and Improvement Area #3A Assessment Roll. Pursuant to the PID Act, the proposed Improvement Area #3A Assessment Roll and Improvement Area #3A Assessment Roll and service and assessment plan were filed with the City Secretary and the statutory notice of the public hearing to be held by the City Council on October 21, 2025 was published on October 8, 2025, advising that the City Council would consider the levy of the Improvement Area #3A Assessments and the Improvement Area #3B Assessments, on real property within Improvement Area #3 of the PID. The City Secretary, pursuant to the PID Act, additionally mailed notice of the public hearing to consider the proposed Improvement Area #3A Assessment Roll and Improvement Area #3A Assessment Roll and the Amended and Restated Service and Assessment Plan ("SAP") and the levy of the Assessments on property within Improvement Area #3 of the District to the owners of the property liable for the Assessments.

Prior to Council's approval of the attached Assessment Ordinance, the Council will hold a public hearing to consider the levy of assessments on property within Improvement Area #3A and Improvement Area #3B within the PID, at

which any and all persons may appear and be given the opportunity to contend for or contest the Improvement Area #3A Assessment Roll, the Improvement Area #3B Assessment Roll, and the proposed Assessments. If the Council finds and determines that the SAP, which includes the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll, should be approved and that the Assessments should be levied, the Council may close the public hearing and proceed with the adoption of the Assessment Ordinance in conformity with the PID Act.

The attached Assessment Ordinance approves the SAP (attached as Exhibit A) and adopts the SAP as the service plan and assessment plan for Improvement Area #3 and the District, includes certain findings of the Council with respect to the Improvement Area #3 Projects and the Assessments, and levies the Assessments against property within Improvement Area #3 as shown in the SAP, all in accordance with the PID Act. The Assessment Ordinance also directs the City Secretary to file the Assessment Ordinance and SAP with the Hays County Clerk, as required under the PID Act.

The attached ordinance (the "Bond Ordinance") authorizes the issuance and sale of the PID Bonds and approves the attached Indenture of Trust, Bond Purchase Agreement, and Continuing Disclosure Agreement of the City. The Indenture of Trust will be entered into by and between the City and Wilmington Trust, National Association (the "Trustee") whereby the City will pledge and grant to the Trustee for the benefit of the bondholders a security interest in the Trust Estate, which consists primarily of the Assessments. The PID Bonds are special, limited obligations of the City that are payable only from Assessments and related funds as described in the Indenture of Trust, and the City has no obligation to pay the PID Bonds out of any other sources. The Indenture of Trust additionally creates the Pledged Revenue Fund, Project Collection Fund, Bond Fund, Project Fund, Reserve Fund, and Administrative Fund, all of which will be held by the Trustee. The Bond Purchase Agreement will be entered into by and between the City and the Underwriter, whereby the Underwriter agrees to purchase the PID Bonds from the City, and the City agrees to sell and deliver the PID Bonds to the Underwriter subject to the terms and conditions set forth in the Bond Purchase Agreement. The Continuing Disclosure Agreement of the City will be executed by and between the City, P3Works, LLC (the "PID Administrator"), and Wilmington Trust, National Association, as the dissemination agent, for the benefit of the bondholders. The Continuing Disclosure Agreement requires the City to provide certain financial and operating data to the Municipal Securities Rulemaking Board on an annual basis.

Attached to the Bond Ordinance is a copy of the Indenture of Trust, the Bond Purchase Agreement, and the City's Continuing Disclosure Agreement related to the issuance of the PID Bonds. The attachments will be completed and finalized after the sale is finalized. The form and substance of the final Limited Offering Memorandum (the "Offering Memorandum"), which is substantially similar to the form and substance of the PLOM and will be finalized after the sale of the PID Bonds, is also approved and adopted pursuant to the Bond Ordinance.

The PID Bonds will be utilized to reimburse M/I Homes of Austin, LLC (the "Developer") for eligible improvements within Improvement Area #3 of the PID. The PID Bonds will never constitute an indebtedness or general obligation of the City but are special obligations of the City payable solely from the Assessments on property within Improvement Area #3 of the PID. Repayment of the PID Bonds is contingent on owners of land within Improvement Area #3 of the PID making the annual installment payments to generate assessment revenue. The City has no legal or moral obligation to repay the PID Bonds from any other source other than the pledged revenues, as set forth in the Indenture of Trust.

**COMMENTS**

The PID Bonds are currently anticipated to close on November 18, 2025.

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**ATTACHMENTS:**
Assessment Ordinance
Bond Ordinance

**ORDINANCE NO. 2025-___**

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City on February 9, 2016 (the "Original Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "Amended and Restated Petition") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

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

WHEREAS, on November 14, 2017, after due notice, the City Council of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, on November 30, 2017, the City published notice of its authorization of the creation of the District in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

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

WHEREAS, the District is being developed in phases, including the development of an area encompassing approximately 17.37 acres within the District designated as "Improvement Area #3A" and the development of an area encompassing approximately 12.41 acres within the District designated as "Improvement Area #3B" (collectively, "Improvement Area #3"); and

WHEREAS, pursuant to the PID Act, the proposed *"Improvement Area #3A Assessment Roll"*, the proposed "*Improvement Area #3B Assessment Roll*" (and together with the Improvement Area #3A Assessments Roll, the "Improvement Area #3 Assessment Roll"), and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the Act, the statutory notice of a public hearing to be held by the City Council on October 21, 2025 was published on October 8, 2025, advising that the City Council would consider the levy of the proposed assessments (the "Improvement Area #3A Assessments" and the "Improvement Area #3B Assessments and, collectively, the "Improvement Area #3 Assessments") on real property within Improvement Area #3A and Improvement Area #3B of the District, respectively, was published in the *News-Dispatch*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #3 Assessment Roll, the Service and Assessment Plan (as defined herein) and the levy of the Improvement Area #3 Assessments on property within Improvement Area #3 to the address of record at Hays Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #3 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 21, 2025, held a public hearing to consider the levy of the proposed Improvement Area #3 Assessments on property within Improvement Area #3 of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #3 Assessment Roll and to offer

testimony pertinent to any issue presented on the amount of the Improvement Area #3 Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #3A of the District (the "Improvement Area #3A Authorized Improvements"), the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #3B of the District (the "Improvement Area #3B Authorized Improvements" and collectively with the Improvement Area #3A Authorized Improvements, the "Improvement Area #3 Authorized Improvements") the purposes of the Improvement Area #3 Assessments, the special benefits of the Improvement Area #3 Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #3 Assessments; and

WHEREAS, the City Council finds and determines that the Heritage Public Improvement District Amended and Restated Service and Assessment Plan, which includes the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Administrator (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #3A Assessments and that the Improvement Area #3B Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Improvement Area #3 Authorized Improvements as described in the Service and Assessment Plan, the Improvement Area #3 Assessment Roll, or the levy of the Improvement Area #3 Assessments; and

WHEREAS, in connection with the levy of the Improvement Area #3 Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within Improvement Area #3 will each execute a landowner certificate, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll, consents to and accepts the levy of the Improvement Area #3 Assessments against their property located within the District and agree to pay the Improvement Area #3 Assessments; and

WHEREAS, the City Council closed the public hearing on October 21, 2025, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:**

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

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service plan and assessment plan for Improvement Area #3 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Improvement Area #3A Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #3A of the District (the "*Improvement Area #3A Improvements*") and Improvement Area #3A's allocable share of Major Improvements (as defined in the Service and Assessment Plan) (the "*Improvement Area #3A Major Improvements*" and, together with the Improvement Area #3A Improvements, the "*Improvement Area #3A Projects*"). The Improvement Area #3A Improvements benefit and serve all of the property within Improvement Area #3A of the District and are set forth in Section III of the Service and Assessment Plan.

The Improvement Area #3B Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #3B of the District (the "*Improvement Area #3B Improvements*") and Improvement Area #3B's allocable share of Major Improvements (as defined in the Service and Assessment Plan) (the "*Improvement Area #3B Major Improvements*" and, together with the Improvement Area #3B Improvements, the "*Improvement Area #3B Projects*"). The Improvement Area #3B Improvements benefit and serve all of the property within Improvement Area #3B of the District and are set forth in Section III of the Service and Assessment Plan. The Improvement Area #3A Projects and the Improvement Area #3B Projects may be collectively referred to herein as the "Improvement Area #3 Projects."

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #3 of the District that: (i) the enhancement and value to accrue to Improvement Area #3 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #3 Projects will be equal to or in excess of the amount of the cost of the proposed Improvement Area #3 Projects; (ii) that the apportionment of the costs of the Improvement Area #3 Projects and the Improvement Area #3 Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Improvement Area #3 Projects on property similarly benefitted, and are

in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #3 Projects in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Improvement Area #3 Projects and Improvement Area #3 Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #3 of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The costs of said Improvement Area #3A Projects and Improvement Area #3B Projects are hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit K-1 and Exhibit M-1 of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within Improvement Area #3A of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit K-1 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof. There shall be and is hereby levied and assessed against the property within Improvement Area #3B of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit M-1 of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within Improvement Area #3 of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Improvement Area #3A Assessment Roll attached as Exhibit K-1 and the Improvement Area #3B Assessment Roll attached as Exhibit M-1 to the Service and Assessment Plan.

Section 8. (a) The levy of the Improvement Area #3 Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Improvement Area #3A Projects to be assessed against the property within Improvement Area #3A of the District, shall be as set forth in the Service and Assessment Plan.

(c) The apportionment of the costs of the Improvement Area #3B Projects to be assessed against the property within Improvement Area #3B of the District, shall be as set forth in the Service and Assessment Plan.

(d) The Improvement Area #3 Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(e) Each Improvement Area #3 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(f) Each Improvement Area #3 Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

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

(h) The Improvement Area #3 Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area #3 Projects, including debt service on obligations issued to pay the costs of the Improvement Area #3 Projects, and the establishment of each such fund is hereby approved.

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

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll, to be filed with the Hays County Clerk, not later than the seventh day after the date the City Council adopts this ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan

Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Improvement Area #3 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

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PASSED AND APPROVED on October 21, 2025.

CITY OF DRIPPING SPRINGS, TEXAS

_____
Bill Foulds, Mayor

ATTEST:

_____
Diana Boone, City Secretary

APPROVED AS TO FORM

_____
Laura Mueller, City Attorney

[CITY SEAL]

# EXHIBIT A

HERITAGE PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

# Heritage Public Improvement District

## 2025 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

OCTOBER 7, 2025

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# INTRODUCTION

Capitalized terms used in this 2025 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2025 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2025 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes.

On November 14, 2017, the City passed and approved Resolution No. 2017-74 authorizing the creation of the District. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 188.943 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On June 6, 2023, the City Council approved the 2023 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within Improvement Area #1 of the District by approving the 2023 Assessment Ordinance. The 2023 Service and Assessment Plan identifies 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 of the District identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2023 Service and Assessment Plan.

On July 2, 2024, the City approved Ordinance No. 2024-25 approving the 2024 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll for 2024.

On September 17, 2024, the City approved the 2024 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. 2024-29. The 2024 Amended and Restated Service and Assessment Plan served to amend and restate the 2023 Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #2 Authorized Improvements and the estimated costs thereof; (2) levying the Improvement Area #2 Assessments; (3) issuing the Improvement Area #2 Bonds; and (4) approving the Improvement Area #2 Assessment Roll.

On August 19, 2025, the City approved Ordinance No. 2025-23 approving the 2025 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll for 2025.

This 2025 Amended and Restated Service and Assessment Plan serves to amend and restate the 2024 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #3A Authorized Improvements and the estimated costs thereof; (2) levying the Improvement Area #3A Assessments; (3) issuing the Improvement Area #3A- Improvement Area #3B Bonds; (4) approving the Improvement Area #3A Assessment Roll; (5) identifying the Improvement Area #3B Authorized Improvements and the estimated costs thereof; (6) levying the Improvement Area #3B Assessments; and (7) approving the Improvement Area #3B Assessment Roll.

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

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F.** The Improvement Area #2 Assessment Roll is included as **Exhibit H.** The Improvement Area #3A Assessment Roll is included as **Exhibit K-1.** The Improvement Area #3B Assessment Roll is included as **Exhibit M-1.**

## SECTION I: DEFINITIONS

**"2023 Assessment Ordinance"** means Ordinance No. 2023-17, which was passed and adopted by the City Council on June 6, 2023, which approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property and the Improvement Area #1 Assessment Roll.

**"2023 Service and Assessment Plan"** means the 2023 Service and Assessment Plan adopted by the City pursuant to the 2023 Assessment Ordinance which identified the Improvement Area #1 Authorized Improvements and the estimated costs thereof, approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, and the Improvement Area #1 Assessment Roll.

**"2024 Amended and Restated Service and Assessment Plan"** means the 2024 Amended and Restated Service and Assessment Plan adopted by the City pursuant to the 2024 Assessment Ordinance which identified the Improvement Area #2 Authorized Improvements and the estimated costs thereof, approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property, and the Improvement Area #2 Assessment Roll.

**"2024 Annual Service Plan Update"** means the Annual Service Plan Update adopted by the City by Ordinance No. 2024-25 on July 2, 2024, which updated the Improvement Area #1 Assessment Roll for 2024.

**"2024 Assessment Ordinance"** means Ordinance No. 2024-29 which was passed and adopted by the City Council on September 17, 2024, which approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property and the Improvement Area #2 Assessment Roll.

**"2025 Amended and Restated Service and Assessment Plan"** means this 2025 Amended and Restated Service and Assessment Plan.

**"2025 Annual Service Plan Update"** means the Annual Service Plan Update adopted by the City by Ordinance No. 2025-23 on August 19, 2025, which updated the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll for 2025.

**"2025 Assessment Ordinance"** means Ordinance No. _____ which was passed and adopted by the City Council on October 21, 2025, which approved the levy of the Improvement Area #3A Assessments for Improvement Area #3A Assessed Property, the Improvement Area #3A Assessment Roll, the levy of the Improvement Area #3B Assessments for Improvement Area #3B Assessed Property, and the Improvement Area #3B Assessment Roll.

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

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

**"Additional Interest Rate"** means an additional interest rate not to exceed 0.50% that may be charged on Assessments securing PID Bonds, pursuant to Section 372.018 of the PID Act.

"**Administrative Reserves**" means the estimated first year Annual Collection Costs.

**"Administrator"** means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2025 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**"Annual Collection Costs"** mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2025 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal

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

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

**"Annual Service Plan Update"** means an update to this 2025 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**"Appraisal District"** means Hays Central Appraisal District.

**"Assessed Property"** means any Parcel within the District that benefits from an Authorized Improvement and on which an Assessment is levied.

**"Assessment"** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and 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 the applicable Assessment Roll.

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

**"Assessment Roll"** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F.** The Improvement Area #2 Assessment Roll is included as **Exhibit H.** The Improvement Area #3A Assessment Roll is included as **Exhibit K-1**. The Improvement Area #3B Assessment Roll is included as **Exhibit M-1**.

**"Authorized Improvements"** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and depicted on **Exhibit C**, **Exhibit S**, **Exhibit T, Exhibit U and Exhibit V**.

"**Bobwhite**" means BobWhite Investments, L.P., a Texas limited partnership.

**"Bond Issuance Costs"** means the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal

fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Dripping Springs, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Hays County, Texas.

**"Delinquent Collection Costs"** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2025 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**"Developer"** means M/I Homes of Austin, LLC, an Ohio limited liability company**,** and its successors and assigns.

**"District"** means the Heritage Public Improvement District containing approximately 188.943 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1.**

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property, assuming fully constructed horizontal and vertical improvements thereon, at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value. For the purpose of determining the allocation of Assessments between Lot Types in the Future Improvement Area, the Estimated Buildout Values shown on **Exhibit P** will not change.

**"Financing and Reimbursement Agreement"** means that certain Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement by and between the Developer and the City, dated December 20, 2022.

**"Future Improvement Area"** means approximately 46.52 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-6**.

**"Improvement Area #1"** means approximately 37.073 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1 Annual Installment"** means the annual installment payment 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 Improvement Area #1 Assessed Property and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit F**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #1 Assessment Roll"** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit F,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

**"Improvement Area #1 Authorized Improvements"** means the Improvement Area #1 Projects, the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #1 Bonds.

**"Improvement Area #1 Bonds"** means those certain "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)" that are secured by Improvement Area #1 Assessments.

**"Improvement Area #1 Improvements"** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**.

"**Improvement Area #1 Major Improvements**" means Improvement Area #1's allocable share of the Major Improvements.

**"Improvement Area #1 Projects"** means the Improvement Area #1 Improvements and the Improvement Area #1 Major Improvements.

**"Improvement Area #2"** means approximately 75.57 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-3**.

**"Improvement Area #2 Annual Installment"** means the annual installment payment 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 (4) Additional Interest.

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

**"Improvement Area #2 Assessment"** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit H**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #2 Assessment Roll"** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit H,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

**"Improvement Area #2 Authorized Improvements"** mean the Improvement Area #2 Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #2 Bonds.

**"Improvement Area #2 Bonds"** mean those certain "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)" that are secured by Improvement Area #2 Assessments.

**"Improvement Area #2 Improvements"** mean those Authorized Improvements that only benefit Improvement Area #2, more specifically described in **Section III.C**.

"**Improvement Area #2 Major Improvements**" means Improvement Area #2's allocable share of the Major Improvements.

**"Improvement Area #2 Projects"** mean the Improvement Area #2 Improvements and the Improvement Area #2 Major Improvements.

**"Improvement Area #3A"** means approximately 17.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-4**.

**"Improvement Area #3A Annual Installment"** means the annual installment payment of the Improvement Area #3A 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 #3A Assessed Property"** means any Parcel within Improvement Area #3A against which an Improvement Area #3A Assessment is levied.

**"Improvement Area #3A Assessment"** means an Assessment levied against Improvement Area #3A Assessed Property and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3A Assessment Roll included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit K-1**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #3A Assessment Roll"** means the Assessment Roll for the Improvement Area #3A Assessed Property and included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit K-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

**"Improvement Area #3A Authorized Improvements"** mean the Improvement Area #3A Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #3A and Improvement Area #3B Project Bonds .

**"Improvement Area #3A and Improvement Area #3B Project Bonds"** mean those certain "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" that are secured by Improvement Area #3A Assessments and Improvement Area #3B Assessments.

**"Improvement Area #3A Improvements"** mean those Authorized Improvements that only benefit Improvement Area #3A, more specifically described in **Section III.C**.

**"Improvement Area #3A Initial Parcel"** means all of the Improvement Area #3A Assessed Property against which the entire Improvement Area #3A Assessment is levied, as shown on the Improvement Area #3A Assessment Roll.

"**Improvement Area #3A Major Improvements**" means Improvement Area #3A's allocable share of the Major Improvements.

**"Improvement Area #3A Projects"** mean the Improvement Area #3A Improvements and the Improvement Area #3A Major Improvements.

**"Improvement Area #3B"** means approximately 12.41 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-5**.

**"Improvement Area #3B Annual Installment"** means the annual installment payment of the Improvement Area #3B 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 #3B Assessed Property"** means any Parcel within Improvement Area #3B against which an Improvement Area #3B Assessment is levied.

**"Improvement Area #3B Assessment"** means an Assessment levied against Improvement Area #3B Assessed Property and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3B Assessment Roll included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit M-1**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #3B Assessment Roll"** means the Assessment Roll for the Improvement Area #3B Assessed Property and included in this 2025 Amended and Restated Service and Assessment Plan as **Exhibit M-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

**"Improvement Area #3B Authorized Improvements"** mean the Improvement Area #3B Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #3A and Improvement Area #3B Project Bonds .

**"Improvement Area #3B Improvements"** mean those Authorized Improvements that only benefit Improvement Area #3B, more specifically described in **Section III.C**.

**"Improvement Area #3B Initial Parcel"** means all of the Improvement Area #3B Assessed Property against which the entire Improvement Area #3B Assessment is levied, as shown on the Improvement Area #3B Assessment Roll.

"**Improvement Area #3B Major Improvements**" means Improvement Area #3B's allocable share of the Major Improvements.

**"Improvement Area #3B Projects"** mean the Improvement Area #3B Improvements and the Improvement Area #3B Major Improvements.

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

**"Lot"** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**"Lot Type 1"** means a Lot within Improvement Area #1 designated as a 40' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 2"** means a Lot within Improvement Area #1 designated as a 45' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 3"** means a Lot within Improvement Area #1 designated as a 50' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 4"** means a Lot within Improvement Area #2 designated as a 35' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 5"** means a Lot within Improvement Area #2 designated as a 40' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 6"** means a Lot within Improvement Area #2 designated as a 45' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 7"** means a Lot within Improvement Area #2 designated as a 50' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 8"** means a Lot within Improvement Area #3A designated as a 40' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 9"** means a Lot within Improvement Area #3A designated as a 45' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 10"** means a Lot within Improvement Area #3A designated as a 50' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 11"** means a Lot within Improvement Area #3B designated as a 35' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 12"** means a Lot within Improvement Area #3B designated as a 45' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Lot Type 13"** means a Lot within Improvement Area #3B designated as a 50' single-family residential lot by the Developer, as shown on the map attached as **Exhibit R**.

**"Major Improvements"** mean the Authorized Improvements that benefit the entire District, as are more specifically described in **Section III.A**.

**"Maximum Assessment"** means, for each Lot within Improvement Area #1, Improvement Area #2, Improvement Area #3A, and Improvement Area #3B, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown for each Lot Type on **Exhibit O**. The Maximum Assessment for each Assessed Parcel shall be reduced annually by the principal portion of the Annual Installment allocable to each Assessed Parcel.

**"Non-Benefited Property"** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**"Owner"** means collectively the Developer, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successor and assigns.

**"Parcel(s)"** means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, 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"** mean bonds issued by the City, that are secured by Assessments, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds.

**"Prepayment"** means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a

payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**"Prepayment Costs"** mean interest and Annual Collection Costs incurred up to the date of Prepayment.

**"Property ID"** mean a unique number assigned to each Parcel by the Appraisal District.

**"Service Plan"** means the plan more specifically described in **Section IV** that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

**"Trustee"** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 188.943 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1.** Development of the District is anticipated to include approximately 595 single-family units and 105 multi-family units.

Improvement Area #1 includes approximately 37.073 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 includes 158 single-family units.

Improvement Area #2 includes approximately 75.57 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-2.** Development of Improvement Area #2 includes 160 single-family units.

Improvement Area #3A includes approximately 17.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-2.** Development of Improvement Area #3A is anticipated to include 97 single-family units.

Improvement Area #3B includes approximately 12.41 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-5** and depicted on **Exhibit B-2.** Development of Improvement Area #3B is anticipated to include 67 single-family units.

The Future Improvement Area includes approximately 46.52 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-6** and depicted on **Exhibit B-2.** Development of the Future Improvement Area is anticipated to include approximately 115 single-family units and 103 multi-family units.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3A Improvements, the Improvement Area #3B Improvements, the Bond Issuance Costs and the Administrative Reserves are Authorized Improvements and confer a special benefit on the respective Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit S**, **Exhibit T, Exhibit U**, **Exhibit V** and **Exhibit W**.

## A. Major Improvements

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. The grading associated with collector and slip street construction is included. The erosion control associated with collector and slip street construction and wet pond construction is included. Mobilization costs are included. The signalization of RM 12 and Roger Hanks Parkway/Brookside Street and the channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street will be dedicated to TxDOT.

- *Drainage*

  Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

- *Trails and Landscaping*

  Improvements necessary to construct the 10’ hike and bike trail that runs East to West along North Roger Hanks Parkway, the 8’ hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary and Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway.

- *Soft Costs*

  Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

## B. Improvement Area #1 Improvements

- *Roadway*

  Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. Grading and erosion control that are not associated with the wet pond or North Roger Hanks Parkway and mobilization are included.

- *Drainage*

  Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Wastewater*

  Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #1.

- *Landscaping*

  Landscaping improvements including plantings, Improvement Area #1 Pocket Park, fencing, and secondary entry signage.

- *Soft Costs*

  Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

**C. Improvement Area #2 Improvements**

- *Roadway*

  Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, mobilization, erosion control, and reinforcing steel for internal roadways.

- *Drainage*

  Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Wastewater*

  Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #2.

- *Landscaping*

  Landscaping improvements including plantings, and Improvement Area #2 pocket park.

- *Soft Costs*

  Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

**D. Improvement Area #3A Improvements**

- *Roadway*

  Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. The internal roadways are located within Improvement Area #3A, and direct frontage is provided to the single family lots in Improvement Area #3A to these internal roadways.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within Improvement Area #3A.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within Improvement Area #3A.

- *Landscaping*

  Landscaping improvements including plantings.

- *Soft Costs*

  Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

**E. Improvement Area #3B Improvements**

- *Roadway*

  Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping,

concrete, and reinforcing steel for internal roadways. The internal roadways are located within Improvement Area #3B, and direct frontage is provided to the single family lots in Improvement Area #3B to these internal roadways.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within Improvement Area #3B.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within Improvement Area #3B.

- *Landscaping*

  Landscaping improvements including plantings.

- *Soft Costs*

  Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

## F. Bond Issuance Costs

- *Debt Service Reserve Fund*

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

- *Underwriter's Discount*

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

- *Cost of Issuance*

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

## G. Administrative Reserves

Estimated first year Annual Collection Costs.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The buyer disclosures are attached hereto as **Exhibit X**.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the Administrative Reserves and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## 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 governing body may establish by ordinance 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.

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 based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements were allocated pro rata between the Improvement Area #1

Assessed Property, Improvement Area #2 Assessed Property, and the Future Improvement Area based on Estimated Buildout Value, as shown on **Exhibit P**. Major Improvements shall be allocated pro rata between the Improvement Area #3A Assessed Property, Improvement Area #3B Assessed Property, and the Future Improvement Area based on Estimated Buildout Value, as shown on **Exhibit P**.

- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3A Improvements are allocated entirely to the Improvement Area #3A Assessed Property.
- The Improvement Area #3B Improvements are allocated entirely to the Improvement Area #3B Assessed Property.
- Bond Issuance Costs and Administrative Reserves for the Improvement Area #1 Bonds and Improvement Area #2 Bonds were allocated entirely to the Assessed Property relating to the applicable PID Bonds.
- Bond Issuance Costs and Administrative Reserves related to the Improvement Area #3A and Improvement Area #3B Project Bonds are allocated 60.70% to Improvement Area #3A and 39.30% to Improvement Area #3B based on Estimated Buildout Value.

### B. Assessments

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

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H,** based on Estimated Buildout Value. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3A Assessments will be levied on the Improvement Area #3A Assessed Property as shown on the Improvement Area #3A Assessment Roll, attached hereto as **Exhibit K-1,** based on Estimated Buildout Value. The projected Improvement Area #3A Annual Installments are shown on **Exhibit L**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3B Assessments will be levied on the Improvement Area #3B Assessed Property as shown on the Improvement Area #3B Assessment Roll, attached hereto as **Exhibit M-1,** based on Estimated Buildout Value. The projected Improvement Area #3B Annual Installments are shown on **Exhibit N**, subject to revisions made during any Annual Service Plan Update.

### C. Findings of Special Benefit

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

- *Improvement Area #1*

  1. The costs of Improvement Area #1 Authorized Improvements equal $9,245,031 as shown on **Exhibit C**; and

  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and

  3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equalled $7,043,000 at the time Improvement Area #1 Assessments were levied, and $6,843,357 remains outstanding as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and

  4. The special benefit (≥ $9,245,031) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments ($7,043,000) levied on the Improvement Area #1 Assessed Property; and

  5. At the time the City Council approved the 2023 Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner and BobWhite together owned 100% of the Improvement Area #1 Assessed Property. The Owner and BobWhite 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 Improvement Area #1 Authorized Improvements associated therewith. The Owner and BobWhite ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2023

Assessment Ordinance, (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

  1. The costs of Improvement Area #2 Authorized Improvements equal $10,630,797 as shown on **Exhibit C**; and

  2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements; and

  3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Authorized Improvements, which equalled $6,873,000 at the time Improvement Area #2 Assessments were levied, and $6,873,000 remains outstanding as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and

  4. The special benefit ($\geq$ $10,630,797) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Authorized Improvements is greater than the amount of the Improvement Area #2 Assessments ($6,873,000) levied on the Improvement Area #2 Assessed Property; and

  5. At the time the City Council approved the 2024 Assessment Ordinance levying the Improvement Area #2 Assessments, 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 Assessments to pay for the Improvement Area #2 Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2024 Assessment Ordinance, (2) the 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3A*

  1. The costs of Improvement Area #3A Authorized Improvements equal $5,481,492 as shown on **Exhibit C**; and

2. The Improvement Area #3A Assessed Property receives special benefit from Improvement Area #3A Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #3A Authorized Improvements; and

3. The Improvement Area #3A Assessed Property will be allocated 100% of the Improvement Area #3A Assessments levied on the Improvement Area #3A Assessed Property for Improvement Area #3A Authorized Improvements, which equal $4,262,000, as shown on the Improvement Area #3A Assessment Roll attached hereto as **Exhibit K**; and

4. The special benefit (≥ $5,481,492) received by the Improvement Area #3A Assessed Property from Improvement Area #3A Authorized Improvements is greater than the amount of the Improvement Area #3A Assessments ($4,262,000) levied on the Improvement Area #3A Assessed Property; and

5. At the time the City Council approved the 2025 Assessment Ordinance levying the Improvement Area #3A Assessments, the Owner owned 100% of the Improvement Area #3A Assessed Property. The Owner acknowledged that the Improvement Area #3A Authorized Improvements confer a special benefit on the Improvement Area #3A Assessed Property and consented to the imposition of the Improvement Area #3A Assessments to pay for the Improvement Area #3A Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2025 Assessment Ordinance, (2) this 2025 Amended and Restated Service and Assessment Plan and the 2025 Assessment Ordinance, and (3) the levying of the Improvement Area #3A Assessments on the Improvement Area #3A Assessed Property.

- *Improvement Area #3B*

6. The costs of Improvement Area #3B Authorized Improvements equal $4,131,165 as shown on **Exhibit C**; and

7. The Improvement Area #3B Assessed Property receives special benefit from Improvement Area #3B Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #3B Authorized Improvements; and

8. The Improvement Area #3B Assessed Property will be allocated 100% of the Improvement Area #3B Assessments levied on the Improvement Area #3B Assessed Property for Improvement Area #3B Authorized Improvements, which equal

$2,759,000, as shown on the Improvement Area #3B Assessment Roll attached hereto as **Exhibit M**; and

9. The special benefit (≥ $4,131,165) received by the Improvement Area #3B Assessed Property from Improvement Area #3B Authorized Improvements is greater than the amount of the Improvement Area #3B Assessments ($2,759,000) levied on the Improvement Area #3B Assessed Property; and

10. At the time the City Council approved the 2025 Assessment Ordinance levying the Improvement Area #3B Assessments, the Owner owned 100% of the Improvement Area #3B Assessed Property. The Owner acknowledged that the Improvement Area #3B Authorized Improvements confer a special benefit on the Improvement Area #3B Assessed Property and consented to the imposition of the Improvement Area #3B Assessments to pay for the Improvement Area #3B Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2025 Assessment Ordinance, (2) this 2025 Amended and Restated Service and Assessment Plan and the 2025 Assessment Ordinance, and (3) the levying of the Improvement Area #3B Assessments on the Improvement Area #3B Assessed Property.

### D. Annual Collection Costs

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

### E. Additional Interest

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

# SECTION VI: TERMS OF THE ASSESSMENTS

## A. Reallocation of Assessments

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

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

A = B x (C ÷ 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 sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on Estimated Buildout Value according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council. A subdivision plat has already been recorded for the Improvement Area #1 Assessed Property as shown on **Exhibit Q-1** and for the Improvement Area #2 Assessed Property as shown on **Exhibit Q-2** and Improvement Area #3A Assessed Property and Improvement Area #3B Assessed Property as shown on **Exhibit Q-3.**

*3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update. The Assessment for any resulting Lot or Parcel 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. True-Up of Assessments if Maximum Assessment Exceeded

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

### C. Mandatory Prepayment of Assessments

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

### D. Reduction of Assessments

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

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

### E. Prepayment of Assessments

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

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

corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit W**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised, accordingly by allocating the amount of the Prepayment pro rata to each remaining Annual Installment, or of PID Bonds were issued secured by such Assessment, in accordance with the applicable Indenture; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

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

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **"Taking"**), the portion of the Assessed Property that was taken or transferred (the **"Taken Property"**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2025 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against

the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

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

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

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

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

### G. Payment of Assessment in Annual Installments

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

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

**Exhibit L** shows the projected Improvement Area #3A Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

**Exhibit N** shows the projected Improvement Area #3B Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

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

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. 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 within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. 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 within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3A Assessment Roll is attached as **Exhibit K-1**. The Improvement Area #3A Assessment Roll by block and lot is included as **Exhibit K-2** for illustrative purposes only. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3A Assessment Roll and Improvement Area #3A Annual Installments for each Parcel within the Improvement Area #3A Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3B Assessment Roll is attached as **Exhibit M-1**. The Improvement Area #3B Assessment Roll by block and lot is included as **Exhibit M-2** for illustrative purposes only. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3B Assessment Roll and Improvement Area #3B Annual Installments for each Parcel within the Improvement Area #3B Assessed Property 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 2025 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not 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 2025 Amended and Restated Service and Assessment Plan, the 2025 Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 2025 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 2025 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 2025 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 2025 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 2025 Amended and Restated Service and Assessment Plan. Interpretations of this 2025 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2025 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 on **Exhibit X**. 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 2025 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2025 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 2025 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.

# LIST OF EXHIBITS


**Exhibit A-1** District Legal Description

**Exhibit A-2** Improvement Area #1 Legal Description

**Exhibit A-3** Improvement Area #2 Legal Description

**Exhibit A-4** Improvement Area #3A Legal Description

**Exhibit A-5** Improvement Area #3B Legal Description

**Exhibit A-6** Future Improvement Area Legal Description

**Exhibit B-1** District Boundary Map

**Exhibit B-2** Improvement Area #1, Improvement Area #2, Improvement Area #3A, Improvement Area #3B, and Future Improvement Area Boundary Map

**Exhibit C** Authorized Improvements

**Exhibit D** Service Plan

**Exhibit E** Sources and Uses

**Exhibit F** Improvement Area #1 Assessment Roll

**Exhibit G** Improvement Area #1 Annual Installments

**Exhibit H** Improvement Area #2 Assessment Roll

**Exhibit I** Improvement Area #2 Annual Installments

**Exhibit J** Improvement Area #3A- Improvement Area #3B Annual Installments

**Exhibit K-1** Improvement Area #3A Assessment Roll

**Exhibit K-2** Improvement Area #3A Assessment Roll by Block and Lot

**Exhibit L** Improvement Area #3A Annual Installments

**Exhibit M-1** Improvement Area #3B Assessment Roll

**Exhibit M-2** Improvement Area #3B Assessment Roll by Block and Lot

**Exhibit N** Improvement Area #3B Annual Installments

**Exhibit O** Maximum Assessment Per Lot Type

**Exhibit P** Estimated Buildout Value and Allocation of Major Improvements

**Exhibit Q-1** Improvement Area #1 Final Plat

**Exhibit Q-2** Improvement Area #2 Final Plat

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|---|---|
| **Exhibit Q-3** | Improvement Area #3 Final Plat |
| **Exhibit R** | Lot Type Classification Map |
| **Exhibit S** | Map of Major Improvements |
| **Exhibit T** | Map of Improvement Area #1 Improvements |
| **Exhibit U** | Map of Improvement Area #2 Improvements |
| **Exhibit V** | Map of Improvement Area #3A Improvements and Improvement Area #3B Improvements |
| **Exhibit W** | Notice of PID Assessment Termination |
| **Exhibit X** | Homebuyer Disclosures |

# EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**EXHIBIT A**
**"Property"**

**TRACT 1:**

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

**BEGINNING** at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

**THENCE** with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chapparral cap set;
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found;
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found;
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found;
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2;
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;



4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

**THENCE** with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract;

**THENCE** with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;

6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet;

**THENCE** North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1;

**THENCE** with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found;
2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

**TRACT 2:**

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas;

**THENCE** South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1658, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;



**THENCE** with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

1. South 02°48'03" West, a distance of 431.51 feet to a calculated point;
2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas;

**THENCE** with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found;
2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs

Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

**THENCE** North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

**TRACT 3:**

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

**THENCE** North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

**THENCE** over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set;



2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set;
4. South 00°43'30" West, a distance of 587.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

**THENCE** South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

**THENCE** South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

**THENCE** North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

**THENCE** South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

**THENCE** North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the

76.73 acre tract, being also the southenst corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas;

**THENCE** North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas;

**THENCE** South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas;

**THENCE** South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract;



**THENCE** North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision;

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet;

**THENCE** over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set;
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet;

**THENCE** South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.

**TRACT 4:**

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

**THENCE** South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING;**

**THENCE** with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;

2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

**THENCE** with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;



2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

**THENCE** North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

**THENCE** North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;

2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

**TRACT 5:**

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING;**

**THENCE** crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set;
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet;

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

**THENCE** South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.

# EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

IMPROVEMENT AREA #1 (37.07 ACRES)

BEING A 33.84 ACRE TRACT OF LAND AND BEING A PORTION OF A TRACT CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 0.05 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV-DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 0.04 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV-DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.47 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV-DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.67 ACRE PORTION OF A TRACT CALLED 2.187 ACRE TRACT DESCRIBED TO BOB WHITE INVESTMETNS, LP IN DOCUMENT NO 15003085 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

# EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**IMPROVEMENT AREA #2 (75.57 ACRES)**

BEING A 18.65 ACRE TRACT OF LAND AND BEING A PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 45.22 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 3.58 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING 8.12 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED AS "TRACT 2" IN DEEDS RECORDED IN VOLUME 5095, PAGE 643 AND VOLUME 5095, PAGE 659, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

# EXHIBIT A-4 – IMPROVEMENT AREA #3A LEGAL DESCRIPTION

**A METES & BOUNDS**
**DESCRIPTION OF A**
**17.374 ACRE TRACT OF LAND**

**BEING** a 17.374 acre (756,384 square feet) tract of land situated in the Philip Smith Survey, Abstract No. 415, City of Dripping Springs, Hays County, Texas; being all of Lots 49-54, Block C, Lots 1-8, Block K, Lots 1-12 and 21-31, Block M, Lots 1-14 and 21-31, Block N, Lots 4-38, Block O of Heritage Dripping Springs Phase 3, an addition to the City of Dripping Springs according to the plat thereof recorded in Document No. 25015703 of the Official Public Records of Hays County, Texas; also being portions of Bishop Wood Road, Darley Oak Drive, Grayson Elm Pass, and Big Banyan Drive (52' wide rights-of-way) as shown on said Heritage Dripping Springs Phase 3; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the westerly right-of-way line of said Bishop Woods marking the northeast corner of Lot 3, Block O of Heritage Dripping Springs Phase 2, an addition to the City of Dripping Springs according to the plat thereof recorded in Document No. 24012412 of the Official Public Records of Hays County, Texas;

**THENCE** South 87°01'23" West, 139.99 feet, departing the westerly right-of-way line of said Bishop Woods Road and along the north line of said Lot 3, Block O to a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the northwest corner of said Lot 3, Block O, being on the east line of a called 45.53 acre tract of land described in instrument to Dripping Springs Independent School District recorded in Document No. 6018836 of the Official Public Records of Hays County, Texas;

**THENCE** North 9°31'11" West, 12.50 feet along the east line of said 45.53 acre tract to a 1/2-inch iron rod found;

**THENCE** North 1°24'57" West, 639.56 feet continuing along the east line of said 45.53 acre tract and along the east line of Hidden Springs Ranch Section II, an addition to the City of Dripping Springs according to the plat thereof recorded in Volume 14, Pages 69-72 of the Plat Records of Hays County, Texas to a 1/2-inch iron rod found on the east line of Lot 18 of said Hidden Springs Ranch Section II;

**THENCE** continuing along the east line of said Hidden Springs Ranch Section II the following four (4) courses and distances:

1. North 15°23'30" East, 18.43 feet to a 1/2-inch iron rod found;
2. North 2°25'20" West, 27.32 feet to a 1/2-inch iron rod with a plastic cap stamped "4404" found;
3. North 2°20'11" West, 190.82 to a 1/2-inch iron rod with a plastic cap stamped "4542" found;
4. North 1°02'00" West, 49.80 feet to a 1-inch axle found marking the westernmost southwest corner of Tract 76A-1 of the Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acres, an addition to Hays County according to the plat thereof recorded in Volume 9, Pages 46-47 of the Plat Records of Hays County, Texas;

**THENCE** departing the east line of said Hidden Springs Ranch Section II and along the south and west lines of said Tract 76A-1 the following two (2) courses and distances:

1. North 87°49'26" East, 1,141.43 feet to a 1-inch axle found,
2. South 0°30'35" West, 71.04 feet to a 10-inch fence post found;

**THENCE** South 2°39'01" West, 174.09 feet continuing along the west line of said Tract 76A-1, along the west line of a called 2 acre tract of land described in instrument to S.M Garza recorded in Volume 130,

Page 231 of the Deed Records of Hays County, Texas, and along the west line of a called 2 acre tract of land described in instrument to Richard R. Garza recorded in Document No. 14023160 of the Official Public Records of Hays County, Texas, to an 8-inch fence post found marking the southwest corner of said Richard R. Garza tract, same being the northwest corner of Lot 33-Open Space Drainage Lot, Block C of Heritage Dripping Springs Phase 1, an addition to the City of Dripping Springs according to the plat thereof recorded in Document No. 22033539 of the Official Public Records of Hays County, Texas;

**THENCE** South 11°14'50" West, 68.86 feet along the west line of said Heritage Dripping Springs Phase 1 to a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the northeast corner of Lot 48, Block C of aforesaid Heritage Dripping Springs Phase 2;

**THENCE** along the north and west lines of said Heritage Dripping Springs Phase 2 the following twelve (12) courses and distances:

1. South 84°36'10 West, 138.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a nontangent curve to the right;
2. in a northerly direction, with said curve to the right, having a radius of 374.00 feet, a central angle of 1°55'50", and a chord bearing and distance of North 4°25'55" West, 12.60 feet, an arc distance of 12.60 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
3. South 87°02'49" West, 304.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
4. South 2°58'37" East, 126.34 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
5. South 1°29'51" East, 52.02 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
6. South 2°58'37" East, 187.41 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
7. South 22°50'47" West, 141.21 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
8. South 22°21'45" West, 177.64 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
9. North 73°16'57" West, 86.15 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
10. North 84°23'14" West, 129.64 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
11. South 87°01'23" West, 197.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
12. South 2°58'37" East, 12.11 feet to the **POINT OF BEGINNING** and containing 17.374 acre of land in Hays County, Texas;

# EXHIBIT A-5 – IMPROVEMENT AREA #3B LEGAL DESCRIPTION

**A METES & BOUNDS**
**DESCRIPTION OF A**
**12.404 ACRE TRACT OF LAND**

**BEING** a 12.404 acre (540,303 square feet) tract of land situated in the Philip Smith Survey, Abstract No. 415, City of Dripping Springs, Hays County, Texas; being all of Lots 1-46, Block T, Lots 2-24, Block U, Lot 25, Block V of Heritage Dripping Springs Phase 3, an addition to the City of Dripping Springs according to the plat thereof recorded in Document No. 25015703 of the Official Public Records of Hays County, Texas; also being portions of Bishop Wood Road, Heritage Forest Parkway, Norway Spruce Street (52' wide rights-of-way) and Great Sequoia Lane (variable width right-of-way) as shown on said Heritage Dripping Springs Phase 3; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on marking the south end of the west terminus of N. Roger Hanks Parkway (variable width right-of-way – Document No. 22033539 of the Official Public Records of Hays County, Texas), being on the east line of a called 45.53 acre tract of land described in instrument to Dripping Springs Independent School District recorded in Document No. 6018836 of the Official Public Records of Hays County, Texas;

**THENCE** departing the east line of said 45.53 acre tract and along the southerly right-of-way line of said N. Roger Hanks Parkway, the following seven (7) courses and distances:

1. North 89°48'55" East, 97.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a tangent curve to the right;
2. in a southeasterly direction, with said curve to the right, having a radius of 25.00 feet, a central angle of 88°53'52", and a chord bearing and distance of South 45°44'09" East, 35.01 feet, an arc distance of 38.79 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
3. South 89°01'44" East, 52.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a nontangent curve to the right;
4. in a northeasterly direction, with said curve to the right, having a radius of 25.04 feet, a central angle of 92°21'40", and a chord bearing and distance of North 44°59'49" East, 40.36 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a compound curve to the right;
5. in an easterly direction, with said curve to the right, having a radius of 972.00 feet, a central angle of 14°31'52", and a chord bearing and distance of South 82°07'00" East, 35.92 feet, an arc distance of 246.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a compound curve to the right;
6. in a southeasterly direction, with said curve to the right, having a radius of 25.00 feet, a central angle of 91°50'24", and a chord bearing and distance of South 28°55'52" East, 35.92 feet, an arc distance of 70.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
7. South 70°08'49" East, 52.02 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the west line of Lot 1, Block S – HOA Amenity Center and Commercial Lot, Block S of Heritage Dripping Springs Phase 2, an addition to the City of Dripping Springs according to the plat thereof recorded in Document No. 24012412 of the Official Public Records of Hays County, Texas;

**THENCE** along the west lines of said Heritage Dripping Springs Phase 2, the following eight (8) courses and distances:

1. South 14°36'45" West, 4.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a tangent curve to the left

2. in a southerly direction, with said curve to the left, having a radius of 174.00 feet, a central angle of 46°39'06", and a chord bearing and distance of South 8°42'48" East, 137.79 feet, an arc distance of 141.68 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
3. South 32°03'59" East, 118.55 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a tangent curve to the right;
4. in a southeasterly direction, with said curve to the right, having a radius of 526.00 feet, a central angle of 16°59'07", and a chord bearing and distance of South 23°34'25" East, 155.36 feet, an arc distance of 155.93 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
5. South 15°04'51" East, 307.93 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
6. South 74°11'23" West, 52.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a nontangent curve to the right;
7. in a southwesterly direction, with said curve to the right, having a radius of 25.00 feet, a central angle of 92°21'38", and a chord bearing and distance of South 31°05'56" West, 36.08 feet, an arc distance of 40.30 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
8. South 12°43'16" East, 56.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of aforesaid Great Sequoia Lane marking the southernmost southeast corner of aforesaid Heritage Dripping Springs Phase 3;

**THENCE** along the south lines of said Heritage Dripping Springs Phase 3, the following six (6) courses and distances:

1. South 77°16'44" West, 157.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a tangent curve to the left;
2. in a westerly direction, with said curve to the left, having a radius of 912.00 feet, a central angle of 7°56'51", and a chord bearing and distance of South 73°18'18" West, 126.40, an arc distance of 126.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
3. North 20°40'07" West, 56.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the beginning of a nontangent curve to the left;
4. in a northeasterly direction, with said curve to the left, having a radius of 25.00 feet, a central angle of 77°39'26", and a chord bearing and distance of North 31°48'17" East, 31.35 feet, an arc distance of 33.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
5. South 75°12'12" West, 145.34 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found;
6. South 32°07'07" West, 20.68 feet to a 1/2-inch iron rod with a plastic cap stamped "CHAPARRAL" found;

**THENCE** South 89°10'07" West, 230.68 feet continuing along the south line of said Heritage Dripping Springs Phase 3 and along the north line of a called 20.518 acre tract of land described in instrument to Dripping Springs Youth Sports Association recorded in Volume 784, Page 210 of the Deed Records of Hays County, Texas, to a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the southeast corner of aforesaid 45.53 acre tract;

**THENCE**, North 1°10'11" West, 912.75 feet along the east line of said 45.53 acre tract to the **POINT OF BEGINNING** and containing 12.404 acre of land in Hays County, Texas;

# EXHIBIT A-6 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

**Updated FIA – 46.52 acres**:

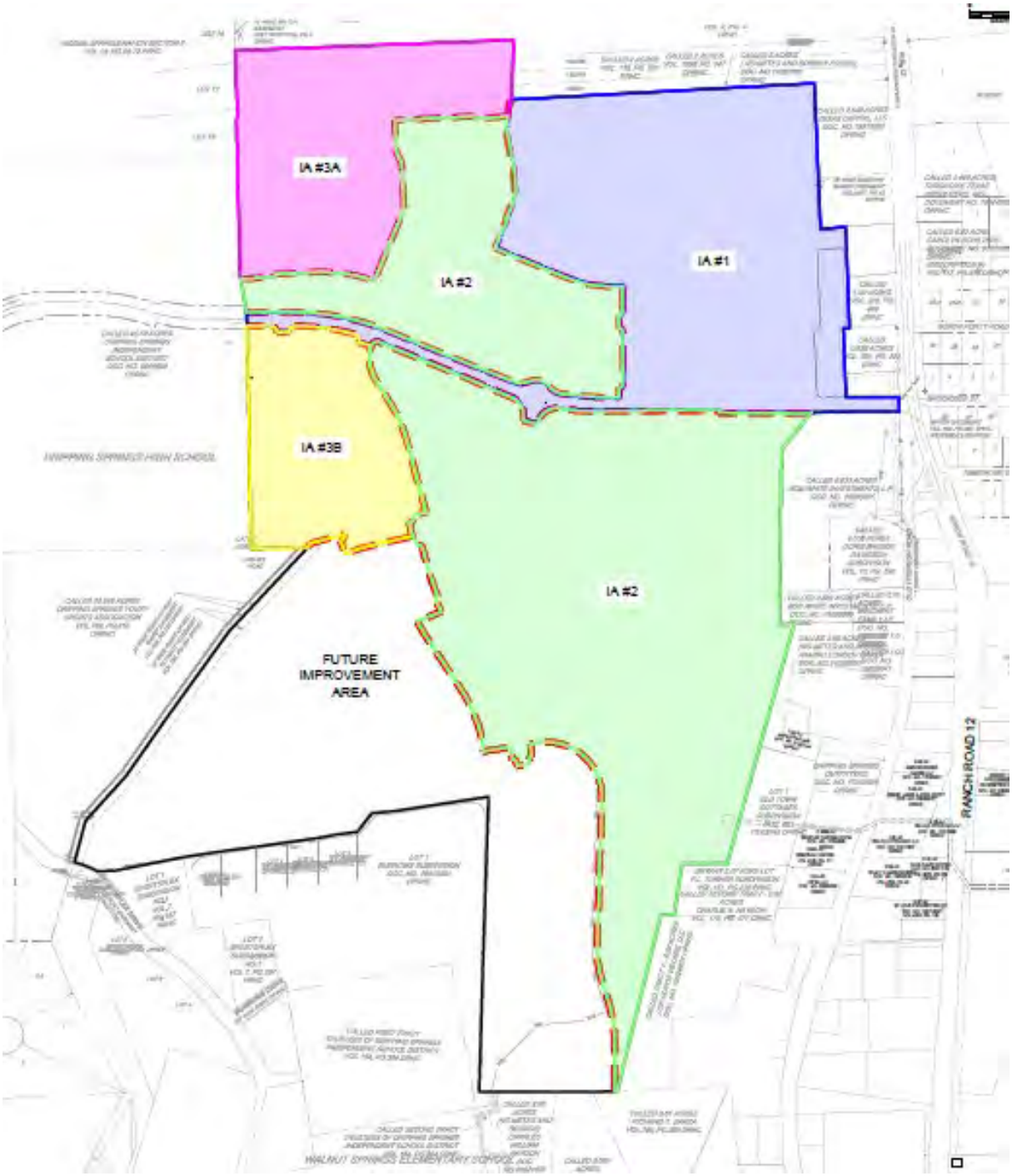
BEING A 0.24 ACRE PORTION OF "TRACT 2" A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 15.64 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 30.64 ACRE PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

# EXHIBIT B-1 – DISTRICT BOUNDARY MAP

# EXHIBIT B-2 – IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, IMPROVEMENT AREA #3A, IMPROVEMENT AREA #3B, AND FUTURE IMPROVEMENT AREA BOUNDARY MAP



# EXHIBIT C – AUTHORIZED IMPROVEMENTS

| | Total Costs [a] | Improvement Area #1 | | Improvement Area #2 | | Improvement Area #3A | | Improvement Area #3B | | Future Improvement Area | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | % | Cost | % | Cost | % | Cost | % | Cost | % | Cost |
| *Major Improvements [b]* | | | | | | | | | | | |
| Roadway [c] | $ 6,136,773 | 25.61% | $ 1,571,806 | 24.99% | $ 1,533,717 | 15.42% | $ 946,331 | 9.99% | $ 612,778 | 23.99% | $ 1,472,141 |
| Drainage | 3,184,075 | 25.61% | 815,534 | 24.99% | 795,772 | 15.42% | 491,005 | 9.99% | 317,941 | 23.99% | 763,823 |
| Trails and Landscaping | 482,499 | 25.61% | 123,582 | 24.99% | 120,587 | 15.42% | 74,405 | 9.99% | 48,179 | 23.99% | 115,746 |
| Soft Costs | 1,568,536 | 25.61% | 401,748 | 24.99% | 392,012 | 15.42% | 241,879 | 9.99% | 156,624 | 23.99% | 376,274 |
| | $ 11,371,883 | | $ 2,912,670 | | $ 2,842,088 | | $ 1,753,620 | | $ 1,135,521 | | $ 2,727,983 |
| *Improvement Area #1 Improvements* | | | | | | | | | | | |
| Roadway [c] | $ 1,220,992 | 100.00% | $ 1,220,992 | 0.00% | $ - | 0.00% | $ - | 0.00% | $ - | 0.00% | $ - |
| Drainage | 645,408 | 100.00% | 645,408 | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - |
| Wastewater | 1,644,140 | 100.00% | 1,644,140 | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - |
| Landscaping | 833,737 | 100.00% | 833,737 | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - |
| Soft Costs | 695,084 | 100.00% | 695,084 | 0.00% | - | 0.00% | - | 0.00% | - | 0.00% | - |
| | $ 5,039,361 | | $ 5,039,361 | | $ - | | $ - | | $ - | | $ - |
| *Improvement Area #2 Improvements* | | | | | | | | | | | |
| Roadway [c] | $ 1,898,122 | 0.00% | $ - | 100.00% | $ 1,898,122 | 0.00% | $ - | 0.00% | $ - | 0.00% | $ - |
| Drainage | 1,604,672 | 0.00% | - | 100.00% | 1,604,672 | 0.00% | - | 0.00% | - | 0.00% | - |
| Wastewater | 1,317,125 | 0.00% | - | 100.00% | 1,317,125 | 0.00% | - | 0.00% | - | 0.00% | - |
| Landscaping | 624,657 | 0.00% | - | 100.00% | 624,657 | 0.00% | - | 0.00% | - | 0.00% | - |
| Soft Costs | 871,132 | 0.00% | - | 100.00% | 871,132 | 0.00% | - | 0.00% | - | 0.00% | - |
| | $ 6,315,708 | | $ - | | $ 6,315,708 | | $ - | | $ - | | $ - |
| *Improvement Area #3A Improvements* | | | | | | | | | | | |
| Roadway [c] | $ 1,288,791 | 0.00% | $ - | 0.00% | $ - | 100.00% | $ 1,288,791 | 0.00% | $ - | 0.00% | $ - |
| Drainage | 452,103 | 0.00% | - | 0.00% | - | 100.00% | 452,103 | 0.00% | - | 0.00% | - |
| Wastewater | 591,668 | 0.00% | - | 0.00% | - | 100.00% | 591,668 | 0.00% | - | 0.00% | - |
| Landscaping | 61,043 | 0.00% | - | 0.00% | - | 100.00% | 61,043 | 0.00% | - | 0.00% | - |
| Soft Costs | 382,977 | 0.00% | - | 0.00% | - | 100.00% | 382,977 | 0.00% | - | 0.00% | - |
| | $ 2,776,581 | | $ - | | $ - | | $ 2,776,581 | | $ - | | $ - |
| *Improvement Area #3B Improvements* | | | | | | | | | | | |
| Roadway [c] | $ 1,275,136 | 0.00% | $ - | 0.00% | $ - | 0.00% | $ - | 100.00% | $ 1,275,136 | 0.00% | $ - |
| Drainage | 229,400 | 0.00% | - | 0.00% | - | 0.00% | - | 100.00% | 229,400 | 0.00% | - |
| Wastewater | 502,834 | 0.00% | - | 0.00% | - | 0.00% | - | 100.00% | 502,834 | 0.00% | - |
| Landscaping | 44,204 | 0.00% | - | 0.00% | - | 0.00% | - | 100.00% | 44,204 | 0.00% | - |
| Soft Costs | 328,252 | 0.00% | - | 0.00% | - | 0.00% | - | 100.00% | 328,252 | 0.00% | - |
| | $ 2,379,826 | | $ - | | $ - | | $ - | | $ 2,379,826 | | $ - |
| *Bond Issuance Costs [d]* | | | | | | | | | | | |
| Debt Service Reserve Fund | $ 1,473,078 | | $ 488,465 | | $ 464,153 | | $ 315,938 | | $ 204,522 | | $ - |
| Capitalized Interest | 634,524 | | - | | 303,367 | | 201,024 | | 130,133 | | - |
| Underwriter Discount | 587,680 | | 170,860 | | 206,190 | | 127,860 | | 82,770 | | - |
| Cost of Issuance | 1,388,024 | | 540,378 | | 392,785 | | 276,117 | | 178,744 | | - |
| Original Issue Discount | 79,803 | | 53,297 | | 26,506 | | - | | - | | - |
| | $ 4,163,108 | | $ 1,253,000 | | $ 1,393,000 | | $ 920,939 | | $ 596,169 | | $ - |
| *Administrative Reserves [d]* | | | | | | | | | | | |
| First Year Annual Collection Costs | $ 170,000 | | $ 40,000 | | $ 80,000 | | $ 30,352 | | $ 19,648 | | $ - |
| | $ 170,000 | | $ 40,000 | | $ 80,000 | | $ 30,352 | | $ 19,648 | | $ - |
| **Total** | **$ 32,216,468** | | **$ 9,245,031** | | **$ 10,630,797** | | **$ 5,481,492** | | **$ 4,131,165** | | **$ 2,727,983** |

Notes:

[a] Costs were determined by the Engineer's Report prepared by Kimley Horn dated May 7, 2025.

[b] Major Improvements are allocated between Improvement Area #1, Improvement Area #2, Improvement Area #3A, Improvement Area #3B and the Future Improvement Area on a pro rata basis based on Estimated Buildout Value as shown on **Exhibit P-1 and Exhibit P-2.**

[c] Includes grading, erosion control, street lights, crosswalks, traffic signs, retaining walls and mobilization.

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

# EXHIBIT D – SERVICE PLAN

| Improvement Area #1 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** |
| Principal | | $ 116,000.00 | $ 121,000.00 | $ 126,000.00 | $ 132,000.00 | $ 138,000.00 |
| Interest | | 369,156.26 | 363,936.26 | 358,491.26 | 352,821.26 | 346,881.26 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 485,156.26 | $ 484,936.26 | $ 484,491.26 | $ 484,821.26 | $ 484,881.26 |
| Annual Collection Costs | (2) | $ 59,953.49 | $ 33,560.23 | $ 34,231.44 | $ 34,916.07 | $ 35,614.39 |
| Additional Interest | (3) | $ 34,430.00 | $ 33,850.00 | $ 33,245.00 | $ 32,615.00 | $ 31,955.00 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 579,539.75** | **$ 552,346.49** | **$ 551,967.70** | **$ 552,352.33** | **$ 552,450.65** |

| Improvement Area #2 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** |
| Principal | | $ 115,000.00 | $ 120,000.00 | $ 125,000.00 | $ 130,000.00 | $ 135,000.00 |
| Interest | | 346,705.00 | 341,817.50 | 336,717.50 | 331,405.00 | 325,880.00 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 461,705.00 | $ 461,817.50 | $ 461,717.50 | $ 461,405.00 | $ 460,880.00 |
| Annual Collection Costs | (2) | $ 34,109.81 | $ 43,462.01 | $ 44,331.25 | $ 45,217.88 | $ 46,122.23 |
| Additional Interest | (3) | $ 34,365.00 | $ 33,790.00 | $ 33,190.00 | $ 32,565.00 | $ 31,915.00 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 530,179.81** | **$ 539,069.51** | **$ 539,238.75** | **$ 539,187.88** | **$ 538,917.23** |

| Improvement Area #3A | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** |
| Principal | | $ - | $ 59,000.00 | $ 62,000.00 | $ 66,000.00 | $ 69,000.00 |
| Interest | | 201,024.33 | 255,720.00 | 252,180.00 | 248,460.00 | 244,500.00 |
| Capitalized Interest | | (201,024.33) | - | - | - | - |
| | (1) | $ - | $ 314,720.00 | $ 314,180.00 | $ 314,460.00 | $ 313,500.00 |
| Annual Collection Costs | (2) | $ - | $ 24,281.44 | $ 24,767.07 | $ 25,262.41 | $ 25,767.66 |
| Additional Interest | (3) | $ - | $ 21,310.00 | $ 21,015.00 | $ 20,705.00 | $ 20,375.00 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 360,311.44** | **$ 359,962.07** | **$ 360,427.41** | **$ 359,642.66** |

| Improvement Area #3B | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** |
| Principal | | $ - | $ 38,000.00 | $ 40,000.00 | $ 43,000.00 | $ 45,000.00 |
| Interest | | 130,132.83 | 165,540.00 | 163,260.00 | 160,860.00 | 158,280.00 |
| Capitalized Interest | | (130,132.83) | - | - | - | - |
| | (1) | $ - | $ 203,540.00 | $ 203,260.00 | $ 203,860.00 | $ 203,280.00 |
| Annual Collection Costs | (2) | $ - | $ 15,718.56 | $ 16,032.93 | $ 16,353.59 | $ 16,680.66 |
| Additional Interest | (3) | $ - | $ 13,795.00 | $ 13,605.00 | $ 13,405.00 | $ 13,190.00 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 233,053.56** | **$ 232,897.93** | **$ 233,618.59** | **$ 233,150.66** |

# EXHIBIT E – SOURCES AND USES

| | Improvement Area #1 | Improvement Area #2 | Improvement Area #3A | Improvement Area #3B | Future Improvement Area |
|---|---|---|---|---|---|
| **Sources of Funds** | | | | | |
| Improvement Area #1 PID Bond Par | $ 7,043,000 | $ - | $ - | $ - | $ - |
| Improvement Area #2 PID Bond Par | - | 6,873,000 | - | - | - |
| Improvement Area #3A-Improvement Area #3B PID Bond Par | - | - | $ 4,262,000 | $ 2,759,000 | - |
| Owner Contribution [a] | 2,202,031 | 3,757,797 | 1,219,492 | 1,372,165 | 2,727,983 |
| **Total Sources** | **$ 9,245,031** | **$ 10,630,797** | **$ 5,481,492** | **$ 4,131,165** | **$ 2,727,983** |
| **Uses of Funds** | | | | | |
| Major Improvements | $ 2,912,670 | $ 2,842,088 | $ 1,753,620 | $ 1,135,521 | $ 2,727,983 |
| Improvement Area #1 Improvements | 5,039,361 | - | - | - | - |
| Improvement Area #2 Improvements | - | 6,315,708 | - | - | - |
| Improvement Area #3A Improvements | - | - | 2,776,581 | - | - |
| Improvement Area #3B Improvements | - | - | - | 2,379,826 | - |
| | $ 7,952,031 | $ 9,157,797 | $ 4,530,201 | $ 3,515,348 | $ 2,727,983 |
| *Bond Issuance Costs [b]* | | | | | |
| Debt Service Reserve Fund | $ 488,465 | $ 464,153 | $ 315,938 | $ 204,522 | $ - |
| Capitalized Interest | - | 303,367 | 201,024 | 130,133 | - |
| Underwriter Discount | 170,860 | 206,190 | 127,860 | 82,770 | - |
| Cost of Issuance | 540,378 | 392,785 | 276,117 | 178,744 | - |
| Original Issue Discount | 53,297 | 26,506 | - | - | - |
| | $ 1,253,000 | $ 1,393,000 | $ 920,939 | $ 596,169 | $ - |
| *Administrative Reserves [b]* | | | | | |
| First Year Annual Collection Costs | $ 40,000 | $ 80,000 | $ 30,352 | $ 19,648 | $ - |
| | $ 40,000 | $ 80,000 | $ 30,352 | $ 19,648 | $ - |
| **Total Uses** | **$ 9,245,031** | **$ 10,630,797** | **$ 5,481,492** | **$ 4,131,165** | **$ 2,727,983** |

[a] Represents costs expended and/or to be expended by the Developer to construct the Authorized Improvements in excess of the applicable Assessment. Not subject to reimbursement with Improvement Area #1 Bonds, Improvement Area #2 Bonds, or Improvement Area #3A and Improvement Area #3B Project Bonds. The Owner contribution associated with the Future Improvement Area may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the Future Improvement Area.

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

# EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| | | | Improvement Area #1 | |
|---|---|---|---|---|
| Property ID[a] | Lot Type | Note | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| R186658 | Non-Benefited | | $ - | $ - |
| R186659 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186660 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186661 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186662 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186663 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186664 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186665 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186666 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186667 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186668 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186669 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186670 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186671 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186672 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186673 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186674 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186675 | Non-Benefited | | $ - | $ - |
| R186676 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186677 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186678 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186679 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186680 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186681 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186682 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186683 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186684 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186685 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186686 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186687 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186688 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186689 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186690 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186691 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186692 | 2 | | $ 42,643.51 | $ 3,591.28 |

| Property ID[a] | Lot Type | Note | Improvement Area #1 Outstanding Assessment [b] | Improvement Area #1 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|---|
| R186693 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186694 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186695 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186696 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186697 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186698 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186699 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186700 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186701 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186702 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186703 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186704 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186705 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186706 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186707 | Non-Benefited | | $ - | $ - |
| R186708 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186709 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186710 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186711 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186712 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186713 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186714 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186715 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186716 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186717 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186718 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186719 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186720 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186721 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186722 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186723 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186724 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186725 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186726 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186727 | 2 | | $ 42,643.51 | $ 3,591.28 |

| Property ID[a] | Lot Type | Note | Improvement Area #1 Outstanding Assessment [b] | Improvement Area #1 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|---|
| R186728 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186729 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186730 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186731 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186732 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186733 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186734 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186735 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186736 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186737 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186738 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186739 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186740 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186741 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186742 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186743 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186744 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186745 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186746 | 2 | [c] | $ - | $ - |
| R186747 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186748 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186749 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186750 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186751 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186752 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186753 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186754 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186755 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186756 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186757 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186758 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186759 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186760 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186761 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186762 | 2 | | $ 42,643.51 | $ 3,591.28 |

| Property ID[a] | Lot Type | Note | Improvement Area #1 Outstanding Assessment [b] | Improvement Area #1 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|---|
| R186763 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186764 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186765 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186766 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186767 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186768 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186769 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186770 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186771 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186772 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186773 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186774 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186775 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186776 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186777 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186778 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186779 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186780 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186781 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186782 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186783 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186784 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186785 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186786 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186787 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186788 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186789 | Non-Benefited | | $ - | $ - |
| R186790 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186791 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186792 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186793 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186794 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186795 | 1 | | $ 40,789.45 | $ 3,435.14 |
| R186796 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186797 | 3 | | $ 46,351.64 | $ 3,903.56 |

| Property ID[a] | Lot Type | Note | Improvement Area #1 Outstanding Assessment [b] | Improvement Area #1 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|---|
| R186798 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186799 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186800 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186801 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186802 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186803 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186804 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186805 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186806 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186807 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186808 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186809 | 2 | | $ 42,643.51 | $ 3,591.28 |
| R186810 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186811 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186812 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186813 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186814 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186815 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186816 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186817 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186818 | 3 | | $ 46,351.64 | $ 3,903.56 |
| R186819 | 3 | | $ 46,351.64 | $ 3,903.56 |
| **Total** | | | **$ 6,843,356.33** | **$ 576,322.16** |

***Footnotes:***

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

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Parcel prepaid the outstanding Improvement Area #1 Assessment in full.

# EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | 116,000.00 | 369,156.26 | 59,953.49 | 34,430.00 | 579,539.75 |
| 2027 | 121,000.00 | 363,936.26 | 33,560.23 | 33,850.00 | 552,346.49 |
| 2028 | 126,000.00 | 358,491.26 | 34,231.44 | 33,245.00 | 551,967.70 |
| 2029 | 132,000.00 | 352,821.26 | 34,916.07 | 32,615.00 | 552,352.33 |
| 2030 | 138,000.00 | 346,881.26 | 35,614.39 | 31,955.00 | 552,450.65 |
| 2031 | 144,000.00 | 340,671.26 | 36,326.68 | 31,265.00 | 552,262.94 |
| 2032 | 151,000.00 | 332,931.26 | 37,053.21 | 30,545.00 | 551,529.47 |
| 2033 | 159,000.00 | 324,815.00 | 37,794.27 | 29,790.00 | 551,399.27 |
| 2034 | 168,000.00 | 316,268.76 | 38,550.16 | 28,995.00 | 551,813.92 |
| 2035 | 176,000.00 | 307,238.76 | 39,321.16 | 28,155.00 | 550,714.92 |
| 2036 | 186,000.00 | 297,778.76 | 40,107.59 | 27,275.00 | 551,161.35 |
| 2037 | 196,000.00 | 287,781.26 | 40,909.74 | 26,345.00 | 551,036.00 |
| 2038 | 206,000.00 | 277,246.26 | 41,727.93 | 25,365.00 | 550,339.19 |
| 2039 | 217,000.00 | 266,173.76 | 42,562.49 | 24,335.00 | 550,071.25 |
| 2040 | 229,000.00 | 254,510.00 | 43,413.74 | 23,250.00 | 550,173.74 |
| 2041 | 241,000.00 | 242,201.26 | 44,282.02 | 22,105.00 | 549,588.28 |
| 2042 | 254,000.00 | 229,247.50 | 45,167.66 | 20,900.00 | 549,315.16 |
| 2043 | 268,000.00 | 215,595.00 | 46,071.01 | 19,630.00 | 549,296.01 |
| 2044 | 283,000.00 | 201,190.00 | 46,992.43 | 18,290.00 | 549,472.43 |
| 2045 | 298,000.00 | 185,625.00 | 47,932.28 | 16,875.00 | 548,432.28 |
| 2046 | 315,000.00 | 169,235.00 | 48,890.92 | 15,385.00 | 548,510.92 |
| 2047 | 333,000.00 | 151,910.00 | 49,868.74 | 13,810.00 | 548,588.74 |
| 2048 | 351,000.00 | 133,595.00 | 50,866.12 | 12,145.00 | 547,606.12 |
| 2049 | 371,000.00 | 114,290.00 | 51,883.44 | 10,390.00 | 547,563.44 |
| 2050 | 392,000.00 | 93,885.00 | 52,921.11 | 8,535.00 | 547,341.11 |
| 2051 | 414,000.00 | 72,325.00 | 53,979.53 | 6,575.00 | 546,879.53 |
| 2052 | 438,000.00 | 49,555.00 | 55,059.12 | 4,505.00 | 547,119.12 |
| 2053 | 463,000.00 | 25,465.00 | 56,160.30 | 2,315.00 | 546,940.30 |
| **Total** | **$ 6,886,000.00** | **$ 6,680,820.14** | **$ 1,246,117.26** | **$ 612,875.00** | **$ 15,425,812.40** |

***Footnotes:***

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[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 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID[a] | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| R205106 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205107 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205108 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205109 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205110 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205111 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205112 | 4 | $ 39,826.99 | $ 3,072.23 |
| R205113 | 4 | $ 39,826.99 | $ 3,072.23 |
| R205114 | 4 | $ 39,826.99 | $ 3,072.23 |
| R205115 | 4 | $ 39,826.99 | $ 3,072.23 |
| R205116 | 4 | $ 39,826.99 | $ 3,072.23 |
| R205117 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205118 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205119 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205120 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205121 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205122 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205123 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205124 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205125 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205126 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205127 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205128 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205129 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205130 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205131 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205132 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205133 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205134 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205135 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205136 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205137 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205138 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205139 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205140 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205141 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205142 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205143 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205144 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205145 | 5 | $ 41,723.51 | $ 3,218.53 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID[a] | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| R205146 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205147 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205148 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205149 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205150 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205151 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205152 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205153 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205154 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205155 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205156 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205157 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205158 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205159 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205160 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205161 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205162 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205163 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205164 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205165 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205166 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205167 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205168 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205169 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205170 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205171 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205172 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205173 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205174 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205175 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205176 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205177 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205178 | Non-Benefited | $ - | $ - |
| R205179 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205180 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205181 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205182 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205183 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205184 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205185 | 5 | $ 41,723.51 | $ 3,218.53 |

| Property ID[a] | Lot Type | Improvement Area #2 Outstanding Assessment [b] | Improvement Area #2 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|
| R205186 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205187 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205188 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205189 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205190 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205191 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205192 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205193 | Non-Benefited | $ - | $ - |
| R205194 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205195 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205196 | Non-Benefited | $ - | $ - |
| R205197 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205198 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205199 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205200 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205201 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205202 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205203 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205204 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205205 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205206 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205207 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205208 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205209 | Non-Benefited | $ - | $ - |
| R205210 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205211 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205212 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205213 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205214 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205215 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205216 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205217 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205218 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205219 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205220 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205221 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205222 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205223 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205224 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205225 | 6 | $ 43,620.03 | $ 3,364.83 |

| Property ID[a] | Lot Type | Improvement Area #2 Outstanding Assessment [b] | Improvement Area #2 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|
| R205226 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205227 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205228 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205229 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205230 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205231 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205232 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205233 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205234 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205235 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205236 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205237 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205238 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205239 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205240 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205241 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205242 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205243 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205244 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205245 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205246 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205247 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205248 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205249 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205250 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205251 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205252 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205253 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205254 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205255 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205256 | 5 | $ 41,723.51 | $ 3,218.53 |
| R205257 | Non-Benefited | $ - | $ - |
| R205258 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205259 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205260 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205261 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205262 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205263 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205264 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205265 | 6 | $ 43,620.03 | $ 3,364.83 |

| Property ID[a] | Lot Type | Improvement Area #2 Outstanding Assessment [b] | Improvement Area #2 Annual Installment Due 1/31/2026 [b] |
|---|---|---|---|
| R205266 | 6 | $ 43,620.03 | $ 3,364.83 |
| R205267 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205268 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205269 | 7 | $ 47,413.08 | $ 3,657.42 |
| R205270 | Non-Benefited | $ - | $ - |
| R205272 | 4 | $ 39,826.99 | $ 3,072.23 |
| **Total** | | **$ 6,873,000.00** | **$ 530,179.88** |

***Footnotes:***

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

# EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | 115,000.00 | 346,705.00 | 34,109.81 | 34,365.00 | 530,179.81 |
| 2027 | 120,000.00 | 341,817.50 | 43,462.01 | 33,790.00 | 539,069.51 |
| 2028 | 125,000.00 | 336,717.50 | 44,331.25 | 33,190.00 | 539,238.75 |
| 2029 | 130,000.00 | 331,405.00 | 45,217.88 | 32,565.00 | 539,187.88 |
| 2030 | 135,000.00 | 325,880.00 | 46,122.23 | 31,915.00 | 538,917.23 |
| 2031 | 141,000.00 | 320,142.50 | 47,044.68 | 31,240.00 | 539,427.18 |
| 2032 | 147,000.00 | 314,150.00 | 47,985.57 | 30,535.00 | 539,670.57 |
| 2033 | 154,000.00 | 306,800.00 | 48,945.28 | 29,800.00 | 539,545.28 |
| 2034 | 161,000.00 | 299,100.00 | 49,924.19 | 29,030.00 | 539,054.19 |
| 2035 | 169,000.00 | 291,050.00 | 50,922.67 | 28,225.00 | 539,197.67 |
| 2036 | 178,000.00 | 282,600.00 | 51,941.13 | 27,380.00 | 539,921.13 |
| 2037 | 186,000.00 | 273,700.00 | 52,979.95 | 26,490.00 | 539,169.95 |
| 2038 | 196,000.00 | 264,400.00 | 54,039.55 | 25,560.00 | 539,999.55 |
| 2039 | 205,000.00 | 254,600.00 | 55,120.34 | 24,580.00 | 539,300.34 |
| 2040 | 215,000.00 | 244,350.00 | 56,222.74 | 23,555.00 | 539,127.74 |
| 2041 | 226,000.00 | 233,600.00 | 57,347.20 | 22,480.00 | 539,427.20 |
| 2042 | 238,000.00 | 222,300.00 | 58,494.14 | 21,350.00 | 540,144.14 |
| 2043 | 250,000.00 | 210,400.00 | 59,664.03 | 20,160.00 | 540,224.03 |
| 2044 | 262,000.00 | 197,900.00 | 60,857.31 | 18,910.00 | 539,667.31 |
| 2045 | 275,000.00 | 184,800.00 | 62,074.45 | 17,600.00 | 539,474.45 |
| 2046 | 290,000.00 | 170,362.50 | 63,315.94 | 16,225.00 | 539,903.44 |
| 2047 | 305,000.00 | 155,137.50 | 64,582.26 | 14,775.00 | 539,494.76 |
| 2048 | 322,000.00 | 139,125.00 | 65,873.91 | 13,250.00 | 540,248.91 |
| 2049 | 339,000.00 | 122,220.00 | 67,191.38 | 11,640.00 | 540,051.38 |
| 2050 | 357,000.00 | 104,422.50 | 68,535.21 | 9,945.00 | 539,902.71 |
| 2051 | 376,000.00 | 85,680.00 | 69,905.92 | 8,160.00 | 539,745.92 |
| 2052 | 397,000.00 | 65,940.00 | 71,304.03 | 6,280.00 | 540,524.03 |
| 2053 | 418,000.00 | 45,097.50 | 72,730.12 | 4,295.00 | 540,122.62 |
| 2054 | 441,000.00 | 23,152.50 | 74,184.72 | 2,205.00 | 540,542.22 |
| **Total** | **$ 6,873,000.00** | **$ 6,493,555.00** | **$ 1,644,429.90** | **$ 629,495.00** | **$ 15,640,479.90** |

***Footnotes:***

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[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 J – IMPROVEMENT AREA #3A-3B ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 331,157.16 | - | - | (331,157.16) | - |
| 2027 | 97,000.00 | 421,260.00 | 40,000.00 | 35,105.00 | - | 593,365.00 |
| 2028 | 102,000.00 | 415,440.00 | 40,800.00 | 34,620.00 | - | 592,860.00 |
| 2029 | 109,000.00 | 409,320.00 | 41,616.00 | 34,110.00 | - | 594,046.00 |
| 2030 | 114,000.00 | 402,780.00 | 42,448.32 | 33,565.00 | - | 592,793.32 |
| 2031 | 121,000.00 | 395,940.00 | 43,297.29 | 32,995.00 | - | 593,232.29 |
| 2032 | 128,000.00 | 388,680.00 | 44,163.24 | 32,390.00 | - | 593,233.24 |
| 2033 | 135,000.00 | 381,000.00 | 45,046.50 | 31,750.00 | - | 592,796.50 |
| 2034 | 143,000.00 | 372,900.00 | 45,947.43 | 31,075.00 | - | 592,922.43 |
| 2035 | 152,000.00 | 364,320.00 | 46,866.38 | 30,360.00 | - | 593,546.38 |
| 2036 | 161,000.00 | 355,200.00 | 47,803.71 | 29,600.00 | - | 593,603.71 |
| 2037 | 170,000.00 | 345,540.00 | 48,759.78 | 28,795.00 | - | 593,094.78 |
| 2038 | 180,000.00 | 335,340.00 | 49,734.98 | 27,945.00 | - | 593,019.98 |
| 2039 | 191,000.00 | 324,540.00 | 50,729.68 | 27,045.00 | - | 593,314.68 |
| 2040 | 202,000.00 | 313,080.00 | 51,744.27 | 26,090.00 | - | 592,914.27 |
| 2041 | 214,000.00 | 300,960.00 | 52,779.16 | 25,080.00 | - | 592,819.16 |
| 2042 | 227,000.00 | 288,120.00 | 53,834.74 | 24,010.00 | - | 592,964.74 |
| 2043 | 241,000.00 | 274,500.00 | 54,911.43 | 22,875.00 | - | 593,286.43 |
| 2044 | 255,000.00 | 260,040.00 | 56,009.66 | 21,670.00 | - | 592,719.66 |
| 2045 | 270,000.00 | 244,740.00 | 57,129.85 | 20,395.00 | - | 592,264.85 |
| 2046 | 287,000.00 | 228,540.00 | 58,272.45 | 19,045.00 | - | 592,857.45 |
| 2047 | 305,000.00 | 211,320.00 | 59,437.90 | 17,610.00 | - | 593,367.90 |
| 2048 | 323,000.00 | 193,020.00 | 60,626.66 | 16,085.00 | - | 592,731.66 |
| 2049 | 343,000.00 | 173,640.00 | 61,839.19 | 14,470.00 | - | 592,949.19 |
| 2050 | 364,000.00 | 153,060.00 | 63,075.97 | 12,755.00 | - | 592,890.97 |
| 2051 | 387,000.00 | 131,220.00 | 64,337.49 | 10,935.00 | - | 593,492.49 |
| 2052 | 410,000.00 | 108,000.00 | 65,624.24 | 9,000.00 | - | 592,624.24 |
| 2053 | 436,000.00 | 83,400.00 | 66,936.72 | 6,950.00 | - | 593,286.72 |
| 2054 | 463,000.00 | 57,240.00 | 68,275.45 | 4,770.00 | | 593,285.45 |
| 2055 | 491,000.00 | 29,460.00 | 69,640.96 | 2,455.00 | | 592,555.96 |
| **Total** | **$ 7,021,000.00** | **$ 8,293,757.16** | **$ 1,551,689.45** | **$ 663,550.00** | **$ (331,157.16)** | **$ 17,198,839.45** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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 K-1 – IMPROVEMENT AREA #3A ASSESSMENT ROLL

| | | Improvement Area #3A | |
|---|---|---|---|
| Property ID[a] | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| R17780 | Improvement Area #3A Initial Parcel | $ 4,262,000.00 | $ - |
| **Total** | | **$ 4,262,000.00** | **$ -** |

***Footnotes:***

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

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

# EXHIBIT K-2 – IMPROVEMENT AREA #3A ASSESSMENT ROLL BY BLOCK AND LOT

| Legal Description | | | | Improvement Area #3A | |
|---|---|---|---|---|---|
| Property ID[a] | Block | Lot | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| TBD | C | 49 | 10 | $ 47,418.78 | $ - |
| TBD | C | 50 | 10 | $ 47,418.78 | $ - |
| TBD | C | 51 | 10 | $ 47,418.78 | $ - |
| TBD | C | 52 | 10 | $ 47,418.78 | $ - |
| TBD | C | 53 | 10 | $ 47,418.78 | $ - |
| TBD | C | 54 | 10 | $ 47,418.78 | $ - |
| TBD | C | 55 | Non-Benefited | $ - | $ - |
| TBD | K | 1 | 9 | $ 43,625.28 | $ - |
| TBD | K | 2 | 9 | $ 43,625.28 | $ - |
| TBD | K | 3 | 9 | $ 43,625.28 | $ - |
| TBD | K | 4 | 9 | $ 43,625.28 | $ - |
| TBD | K | 5 | 9 | $ 43,625.28 | $ - |
| TBD | K | 6 | 9 | $ 43,625.28 | $ - |
| TBD | K | 7 | 9 | $ 43,625.28 | $ - |
| TBD | K | 8 | 9 | $ 43,625.28 | $ - |
| TBD | M | 1 | 8 | $ 41,728.53 | $ - |
| TBD | M | 2 | 8 | $ 41,728.53 | $ - |
| TBD | M | 3 | 8 | $ 41,728.53 | $ - |
| TBD | M | 4 | 8 | $ 41,728.53 | $ - |
| TBD | M | 5 | 8 | $ 41,728.53 | $ - |
| TBD | M | 6 | 8 | $ 41,728.53 | $ - |
| TBD | M | 7 | 8 | $ 41,728.53 | $ - |
| TBD | M | 8 | 8 | $ 41,728.53 | $ - |
| TBD | M | 9 | 8 | $ 41,728.53 | $ - |
| TBD | M | 10 | 8 | $ 41,728.53 | $ - |
| TBD | M | 11 | 8 | $ 41,728.53 | $ - |
| TBD | M | 12 | 8 | $ 41,728.53 | $ - |
| TBD | M | 21 | 8 | $ 41,728.53 | $ - |
| TBD | M | 22 | 8 | $ 41,728.53 | $ - |
| TBD | M | 23 | 8 | $ 41,728.53 | $ - |
| TBD | M | 24 | 8 | $ 41,728.53 | $ - |
| TBD | M | 25 | 8 | $ 41,728.53 | $ - |
| TBD | M | 26 | 8 | $ 41,728.53 | $ - |
| TBD | M | 27 | 8 | $ 41,728.53 | $ - |
| TBD | M | 28 | 8 | $ 41,728.53 | $ - |
| TBD | M | 29 | 8 | $ 41,728.53 | $ - |
| TBD | M | 30 | 8 | $ 41,728.53 | $ - |
| TBD | M | 31 | 8 | $ 41,728.53 | $ - |
| TBD | N | 1 | 10 | $ 47,418.78 | $ - |
| TBD | N | 2 | 10 | $ 47,418.78 | $ - |

| | Legal Description | | | Improvement Area #3A | |
|---|---|---|---|---|---|
| Property ID[a] | Block | Lot | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| TBD | N | 3 | 10 | $ 47,418.78 | $ - |
| TBD | N | 4 | 10 | $ 47,418.78 | $ - |
| TBD | N | 5 | 10 | $ 47,418.78 | $ - |
| TBD | N | 6 | 10 | $ 47,418.78 | $ - |
| TBD | N | 7 | 10 | $ 47,418.78 | $ - |
| TBD | N | 8 | 10 | $ 47,418.78 | $ - |
| TBD | N | 9 | 10 | $ 47,418.78 | $ - |
| TBD | N | 10 | 10 | $ 47,418.78 | $ - |
| TBD | N | 11 | 10 | $ 47,418.78 | $ - |
| TBD | N | 12 | 10 | $ 47,418.78 | $ - |
| TBD | N | 13 | 10 | $ 47,418.78 | $ - |
| TBD | N | 14 | 10 | $ 47,418.78 | $ - |
| TBD | N | 21 | 8 | $ 41,728.53 | $ - |
| TBD | N | 22 | 8 | $ 41,728.53 | $ - |
| TBD | N | 23 | 8 | $ 41,728.53 | $ - |
| TBD | N | 24 | 8 | $ 41,728.53 | $ - |
| TBD | N | 25 | 8 | $ 41,728.53 | $ - |
| TBD | N | 26 | 8 | $ 41,728.53 | $ - |
| TBD | N | 27 | 8 | $ 41,728.53 | $ - |
| TBD | N | 28 | 8 | $ 41,728.53 | $ - |
| TBD | N | 29 | 8 | $ 41,728.53 | $ - |
| TBD | N | 30 | 8 | $ 41,728.53 | $ - |
| TBD | N | 31 | 8 | $ 41,728.53 | $ - |
| TBD | O | 4 | 10 | $ 47,418.78 | $ - |
| TBD | O | 5 | 10 | $ 47,418.78 | $ - |
| TBD | O | 6 | 10 | $ 47,418.78 | $ - |
| TBD | O | 7 | 10 | $ 47,418.78 | $ - |
| TBD | O | 8 | 10 | $ 47,418.78 | $ - |
| TBD | O | 9 | 9 | $ 43,625.28 | $ - |
| TBD | O | 10 | 9 | $ 43,625.28 | $ - |
| TBD | O | 11 | 9 | $ 43,625.28 | $ - |
| TBD | O | 12 | 9 | $ 43,625.28 | $ - |
| TBD | O | 13 | 9 | $ 43,625.28 | $ - |
| TBD | O | 14 | 9 | $ 43,625.28 | $ - |
| TBD | O | 15 | 9 | $ 43,625.28 | $ - |
| TBD | O | 16 | 9 | $ 43,625.28 | $ - |
| TBD | O | 17 | 9 | $ 43,625.28 | $ - |
| TBD | O | 18 | 9 | $ 43,625.28 | $ - |
| TBD | O | 19 | 9 | $ 43,625.28 | $ - |
| TBD | O | 20 | 9 | $ 43,625.28 | $ - |

| | Legal Description | | | Improvement Area #3 | |
|---|---|---|---|---|---|
| Property ID[a] | Block | Lot | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| TBD | O | 21 | 9 | $ 43,625.28 | $ - |
| TBD | O | 22 | 9 | $ 43,625.28 | $ - |
| TBD | O | 23 | 9 | $ 43,625.28 | $ - |
| TBD | O | 24 | 9 | $ 43,625.28 | $ - |
| TBD | O | 25 | 9 | $ 43,625.28 | $ - |
| TBD | O | 26 | 9 | $ 43,625.28 | $ - |
| TBD | O | 27 | 9 | $ 43,625.28 | $ - |
| TBD | O | 28 | 9 | $ 43,625.28 | $ - |
| TBD | O | 29 | 9 | $ 43,625.28 | $ - |
| TBD | O | 30 | 9 | $ 43,625.28 | $ - |
| TBD | O | 31 | 9 | $ 43,625.28 | $ - |
| TBD | O | 32 | 9 | $ 43,625.28 | $ - |
| TBD | O | 33 | 9 | $ 43,625.28 | $ - |
| TBD | O | 34 | 9 | $ 43,625.28 | $ - |
| TBD | O | 35 | 9 | $ 43,625.28 | $ - |
| TBD | O | 36 | 9 | $ 43,625.28 | $ - |
| TBD | O | 37 | 9 | $ 43,625.28 | $ - |
| TBD | O | 38 | 9 | $ 43,625.28 | $ - |
| TBD | O | 39 | Non-Benefited | $ - | $ - |
| **Total** | | | | **$ 4,262,000.00** | **$ -** |

***Footnotes:***

[a] Plat was recorded on May 2, 2025. Property IDs have not been assigned by the Appraisal District.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

# EXHIBIT L – IMPROVEMENT AREA #3A ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 201,024.33 | - | - | (201,024.33) | - |
| 2027 | 59,000.00 | 255,720.00 | 24,281.44 | 21,310.00 | - | 360,311.44 |
| 2028 | 62,000.00 | 252,180.00 | 24,767.07 | 21,015.00 | - | 359,962.07 |
| 2029 | 66,000.00 | 248,460.00 | 25,262.41 | 20,705.00 | - | 360,427.41 |
| 2030 | 69,000.00 | 244,500.00 | 25,767.66 | 20,375.00 | - | 359,642.66 |
| 2031 | 73,000.00 | 240,360.00 | 26,283.01 | 20,030.00 | - | 359,673.01 |
| 2032 | 78,000.00 | 235,980.00 | 26,808.67 | 19,665.00 | - | 360,453.67 |
| 2033 | 82,000.00 | 231,300.00 | 27,344.84 | 19,275.00 | - | 359,919.84 |
| 2034 | 87,000.00 | 226,380.00 | 27,891.74 | 18,865.00 | - | 360,136.74 |
| 2035 | 92,000.00 | 221,160.00 | 28,449.57 | 18,430.00 | - | 360,039.57 |
| 2036 | 98,000.00 | 215,640.00 | 29,018.56 | 17,970.00 | - | 360,628.56 |
| 2037 | 103,000.00 | 209,760.00 | 29,598.93 | 17,480.00 | - | 359,838.93 |
| 2038 | 109,000.00 | 203,580.00 | 30,190.91 | 16,965.00 | - | 359,735.91 |
| 2039 | 116,000.00 | 197,040.00 | 30,794.73 | 16,420.00 | - | 360,254.73 |
| 2040 | 123,000.00 | 190,080.00 | 31,410.62 | 15,840.00 | - | 360,330.62 |
| 2041 | 130,000.00 | 182,700.00 | 32,038.83 | 15,225.00 | - | 359,963.83 |
| 2042 | 138,000.00 | 174,900.00 | 32,679.61 | 14,575.00 | - | 360,154.61 |
| 2043 | 146,000.00 | 166,620.00 | 33,333.20 | 13,885.00 | - | 359,838.20 |
| 2044 | 155,000.00 | 157,860.00 | 33,999.86 | 13,155.00 | - | 360,014.86 |
| 2045 | 164,000.00 | 148,560.00 | 34,679.86 | 12,380.00 | - | 359,619.86 |
| 2046 | 174,000.00 | 138,720.00 | 35,373.46 | 11,560.00 | - | 359,653.46 |
| 2047 | 185,000.00 | 128,280.00 | 36,080.93 | 10,690.00 | - | 360,050.93 |
| 2048 | 196,000.00 | 117,180.00 | 36,802.55 | 9,765.00 | - | 359,747.55 |
| 2049 | 208,000.00 | 105,420.00 | 37,538.60 | 8,785.00 | - | 359,743.60 |
| 2050 | 221,000.00 | 92,940.00 | 38,289.37 | 7,745.00 | - | 359,974.37 |
| 2051 | 235,000.00 | 79,680.00 | 39,055.16 | 6,640.00 | - | 360,375.16 |
| 2052 | 249,000.00 | 65,580.00 | 39,836.26 | 5,465.00 | - | 359,881.26 |
| 2053 | 265,000.00 | 50,640.00 | 40,632.99 | 4,220.00 | - | 360,492.99 |
| 2054 | 281,000.00 | 34,740.00 | 41,445.65 | 2,895.00 | - | 360,080.65 |
| 2055 | 298,000.00 | 17,880.00 | 42,274.56 | 1,490.00 | - | 359,644.56 |
| **Total** | **$ 4,262,000.00** | **$ 5,034,864.33** | **$ 941,931.05** | **$ 402,820.00** | **$ (201,024.33)** | **$ 10,440,591.05** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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 M-1 – IMPROVEMENT AREA #3B ASSESSMENT ROLL

| | | Improvement Area #3B | |
|---|---|---|---|
| Property ID[a] | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| R17780 | Improvement Area #3B Initial Parcel | $ 2,759,000.00 | $ - |
| **Total** | | **$ 2,759,000.00** | **$ -** |

***Footnotes:***

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

# EXHIBIT M-2 – IMPROVEMENT AREA #3B ASSESSMENT ROLL BY BLOCK AND LOT

| Legal Description | | | | Improvement Area #3B | |
|---|---|---|---|---|---|
| Property ID[a] | Block | Lot | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| TBD | T | 1 | 11 | $ 39,820.62 | $ - |
| TBD | T | 2 | 11 | $ 39,820.62 | $ - |
| TBD | T | 3 | 11 | $ 39,820.62 | $ - |
| TBD | T | 4 | 11 | $ 39,820.62 | $ - |
| TBD | T | 5 | 11 | $ 39,820.62 | $ - |
| TBD | T | 6 | 11 | $ 39,820.62 | $ - |
| TBD | T | 7 | 11 | $ 39,820.62 | $ - |
| TBD | T | 8 | 11 | $ 39,820.62 | $ - |
| TBD | T | 9 | 11 | $ 39,820.62 | $ - |
| TBD | T | 10 | 11 | $ 39,820.62 | $ - |
| TBD | T | 11 | 11 | $ 39,820.62 | $ - |
| TBD | T | 12 | 11 | $ 39,820.62 | $ - |
| TBD | T | 13 | 11 | $ 39,820.62 | $ - |
| TBD | T | 14 | 11 | $ 39,820.62 | $ - |
| TBD | T | 15 | 11 | $ 39,820.62 | $ - |
| TBD | T | 16 | 11 | $ 39,820.62 | $ - |
| TBD | T | 17 | 11 | $ 39,820.62 | $ - |
| TBD | T | 18 | 11 | $ 39,820.62 | $ - |
| TBD | T | 19 | 11 | $ 39,820.62 | $ - |
| TBD | T | 20 | 11 | $ 39,820.62 | $ - |
| TBD | T | 21 | 11 | $ 39,820.62 | $ - |
| TBD | T | 22 | 11 | $ 39,820.62 | $ - |
| TBD | T | 23 | 11 | $ 39,820.62 | $ - |
| TBD | T | 24 | Non-Benefited | $ - | $ - |
| TBD | T | 25 | 11 | $ 39,820.62 | $ - |
| TBD | T | 26 | 11 | $ 39,820.62 | $ - |
| TBD | T | 27 | 11 | $ 39,820.62 | $ - |
| TBD | T | 28 | 11 | $ 39,820.62 | $ - |
| TBD | T | 29 | 11 | $ 39,820.62 | $ - |
| TBD | T | 30 | 11 | $ 39,820.62 | $ - |
| TBD | T | 31 | 11 | $ 39,820.62 | $ - |
| TBD | T | 32 | 11 | $ 39,820.62 | $ - |
| TBD | T | 33 | 11 | $ 39,820.62 | $ - |
| TBD | T | 34 | 11 | $ 39,820.62 | $ - |
| TBD | T | 35 | 11 | $ 39,820.62 | $ - |
| TBD | T | 36 | 11 | $ 39,820.62 | $ - |
| TBD | T | 37 | 11 | $ 39,820.62 | $ - |
| TBD | T | 38 | 11 | $ 39,820.62 | $ - |
| TBD | T | 39 | 11 | $ 39,820.62 | $ - |
| TBD | T | 40 | 11 | $ 39,820.62 | $ - |

| | Legal Description | | | Improvement Area #3B | |
|---|---|---|---|---|---|
| Property ID[a] | Block | Lot | Lot Type | Outstanding Assessment [b] | Annual Installment Due 1/31/2026 [b] |
| TBD | T | 41 | 11 | $ 39,820.62 | $ - |
| TBD | T | 42 | 11 | $ 39,820.62 | $ - |
| TBD | T | 43 | 11 | $ 39,820.62 | $ - |
| TBD | T | 44 | 11 | $ 39,820.62 | $ - |
| TBD | T | 45 | 11 | $ 39,820.62 | $ - |
| TBD | T | 46 | 11 | $ 39,820.62 | $ - |
| TBD | U | 2 | 12 | $ 43,613.06 | $ - |
| TBD | U | 3 | 12 | $ 43,613.06 | $ - |
| TBD | U | 4 | 12 | $ 43,613.06 | $ - |
| TBD | U | 5 | 12 | $ 43,613.06 | $ - |
| TBD | U | 6 | 12 | $ 43,613.06 | $ - |
| TBD | U | 7 | 12 | $ 43,613.06 | $ - |
| TBD | U | 8 | 12 | $ 43,613.06 | $ - |
| TBD | U | 9 | 12 | $ 43,613.06 | $ - |
| TBD | U | 10 | 12 | $ 43,613.06 | $ - |
| TBD | U | 11 | 12 | $ 43,613.06 | $ - |
| TBD | U | 12 | 12 | $ 43,613.06 | $ - |
| TBD | U | 13 | 12 | $ 43,613.06 | $ - |
| TBD | U | 14 | 12 | $ 43,613.06 | $ - |
| TBD | U | 15 | 12 | $ 43,613.06 | $ - |
| TBD | U | 16 | 12 | $ 43,613.06 | $ - |
| TBD | U | 17 | 12 | $ 43,613.06 | $ - |
| TBD | U | 18 | 12 | $ 43,613.06 | $ - |
| TBD | U | 19 | 12 | $ 43,613.06 | $ - |
| TBD | U | 20 | 13 | $ 47,405.50 | $ - |
| TBD | U | 21 | 13 | $ 47,405.50 | $ - |
| TBD | U | 22 | 12 | $ 43,613.06 | $ - |
| TBD | U | 23 | 12 | $ 43,613.06 | $ - |
| TBD | U | 24 | Non-Benefited | $ - | $ - |
| TBD | | | Non-Benefited | $ - | $ - |
| TBD | | | Non-Benefited | $ - | $ - |
| **Total** | | | | **$ 2,759,000.00** | **$ -** |

***Footnotes:***

[a] Plat was recorded on May 2, 2025. Property IDs have not been assigned by the Appraisal District.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

# EXHIBIT N – IMPROVEMENT AREA #3B ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 130,132.83 | - | - | (130,132.83) | - |
| 2027 | 38,000.00 | 165,540.00 | 15,718.56 | 13,795.00 | - | 233,053.56 |
| 2028 | 40,000.00 | 163,260.00 | 16,032.93 | 13,605.00 | - | 232,897.93 |
| 2029 | 43,000.00 | 160,860.00 | 16,353.59 | 13,405.00 | - | 233,618.59 |
| 2030 | 45,000.00 | 158,280.00 | 16,680.66 | 13,190.00 | - | 233,150.66 |
| 2031 | 48,000.00 | 155,580.00 | 17,014.27 | 12,965.00 | - | 233,559.27 |
| 2032 | 50,000.00 | 152,700.00 | 17,354.56 | 12,725.00 | - | 232,779.56 |
| 2033 | 53,000.00 | 149,700.00 | 17,701.65 | 12,475.00 | - | 232,876.65 |
| 2034 | 56,000.00 | 146,520.00 | 18,055.68 | 12,210.00 | - | 232,785.68 |
| 2035 | 60,000.00 | 143,160.00 | 18,416.79 | 11,930.00 | - | 233,506.79 |
| 2036 | 63,000.00 | 139,560.00 | 18,785.13 | 11,630.00 | - | 232,975.13 |
| 2037 | 67,000.00 | 135,780.00 | 19,160.83 | 11,315.00 | - | 233,255.83 |
| 2038 | 71,000.00 | 131,760.00 | 19,544.05 | 10,980.00 | - | 233,284.05 |
| 2039 | 75,000.00 | 127,500.00 | 19,934.93 | 10,625.00 | - | 233,059.93 |
| 2040 | 79,000.00 | 123,000.00 | 20,333.63 | 10,250.00 | - | 232,583.63 |
| 2041 | 84,000.00 | 118,260.00 | 20,740.30 | 9,855.00 | - | 232,855.30 |
| 2042 | 89,000.00 | 113,220.00 | 21,155.11 | 9,435.00 | - | 232,810.11 |
| 2043 | 95,000.00 | 107,880.00 | 21,578.21 | 8,990.00 | - | 233,448.21 |
| 2044 | 100,000.00 | 102,180.00 | 22,009.77 | 8,515.00 | - | 232,704.77 |
| 2045 | 106,000.00 | 96,180.00 | 22,449.97 | 8,015.00 | - | 232,644.97 |
| 2046 | 113,000.00 | 89,820.00 | 22,898.97 | 7,485.00 | - | 233,203.97 |
| 2047 | 120,000.00 | 83,040.00 | 23,356.95 | 6,920.00 | - | 233,316.95 |
| 2048 | 127,000.00 | 75,840.00 | 23,824.09 | 6,320.00 | - | 232,984.09 |
| 2049 | 135,000.00 | 68,220.00 | 24,300.57 | 5,685.00 | - | 233,205.57 |
| 2050 | 143,000.00 | 60,120.00 | 24,786.58 | 5,010.00 | - | 232,916.58 |
| 2051 | 152,000.00 | 51,540.00 | 25,282.31 | 4,295.00 | - | 233,117.31 |
| 2052 | 161,000.00 | 42,420.00 | 25,787.96 | 3,535.00 | - | 232,742.96 |
| 2053 | 171,000.00 | 32,760.00 | 26,303.72 | 2,730.00 | - | 232,793.72 |
| 2054 | 182,000.00 | 22,500.00 | 26,829.79 | 1,875.00 | - | 233,204.79 |
| 2055 | 193,000.00 | 11,580.00 | 27,366.39 | 965.00 | - | 232,911.39 |
| **Total** | **$ 2,759,000.00** | **$ 3,258,892.83** | **$ 609,757.95** | **$ 260,730.00** | **$ (130,132.83)** | **$ 6,758,247.95** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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 O – MAXIMUM ASSESSMENT PER LOT TYPE

| Lot Type | Units | Total Assessment | Maximum Assessment per Lot Type |
|---|---|---|---|
| **Improvement Area #1** | | | |
| 1 | 12 | $ 489,473.34 | $40,789.45 per Unit |
| 2 | 100 | $ 4,264,351.10 | $42,643.51 per Unit |
| 3 | 46 | $ 2,132,175.55 | $46,351.64 per Unit |
| **Total** | | **$ 6,886,000.00** | |
| **Improvement Area #2** | | | |
| 4 | 6 | $ 238,961.92 | $39,826.99 per Unit |
| 5 | 68 | $ 2,837,198.68 | $41,723.51 per Unit |
| 6 | 74 | $ 3,227,882.45 | $43,620.03 per Unit |
| 7 | 12 | $ 568,956.95 | $47,413.08 per Unit |
| **Total** | | **$ 6,873,000.00** | |
| **Improvement Area #3A** | | | |
| 8 | 34 | $ 1,418,769.92 | $41,728.53 per Unit |
| 9 | 38 | $ 1,657,760.57 | $43,625.28 per Unit |
| 10 | 25 | $ 1,185,469.51 | $47,418.78 per Unit |
| **Total** | | **$ 4,262,000.00** | |
| **Improvement Area #3B** | | | |
| 11 | 45 | $ 1,791,927.84 | $39,820.62 per Unit |
| 12 | 20 | $ 872,261.17 | $43,613.06 per Unit |
| 13 | 2 | $ 94,811.00 | $47,405.50 per Unit |
| **Total** | | **$ 2,759,000.00** | |

# EXHIBIT P – ESTIMATED BUILDOUT VALUE AND ALLOCATION OF MAJOR IMPROVEMENTS

| | Units | Estimated Buildout Value Per Unit [a] | Estimated Buildout Value | % of Estimated Buildout Value | % of Major Improvements [b] |
|---|---|---|---|---|---|
| ***Improvement Area #1*** | | | | | |
| 35' | 12 lots | $ 440,000 | $ 5,280,000 | | |
| 40' | 100 lots | $ 460,000 | $ 46,000,000 | | |
| 45' | 46 lots | $ 500,000 | $ 23,000,000 | | |
| | | | **$ 74,280,000** | | **25.61%** |
| ***Improvement Area #2*** | | | | | |
| 35' | 6 lots | $ 420,000 | $ 2,520,000 | | |
| 40' | 68 lots | $ 440,000 | $ 29,920,000 | | |
| 45' | 74 lots | $ 460,000 | $ 34,040,000 | | |
| 50' | 12 lots | $ 500,000 | $ 6,000,000 | | |
| | | | **$ 72,480,000** | | **24.99%** |
| **Percentage of Major Improvements Allocated to Improvement Area #1 and Improvement Area #2:** | | | | | **50.61%** |

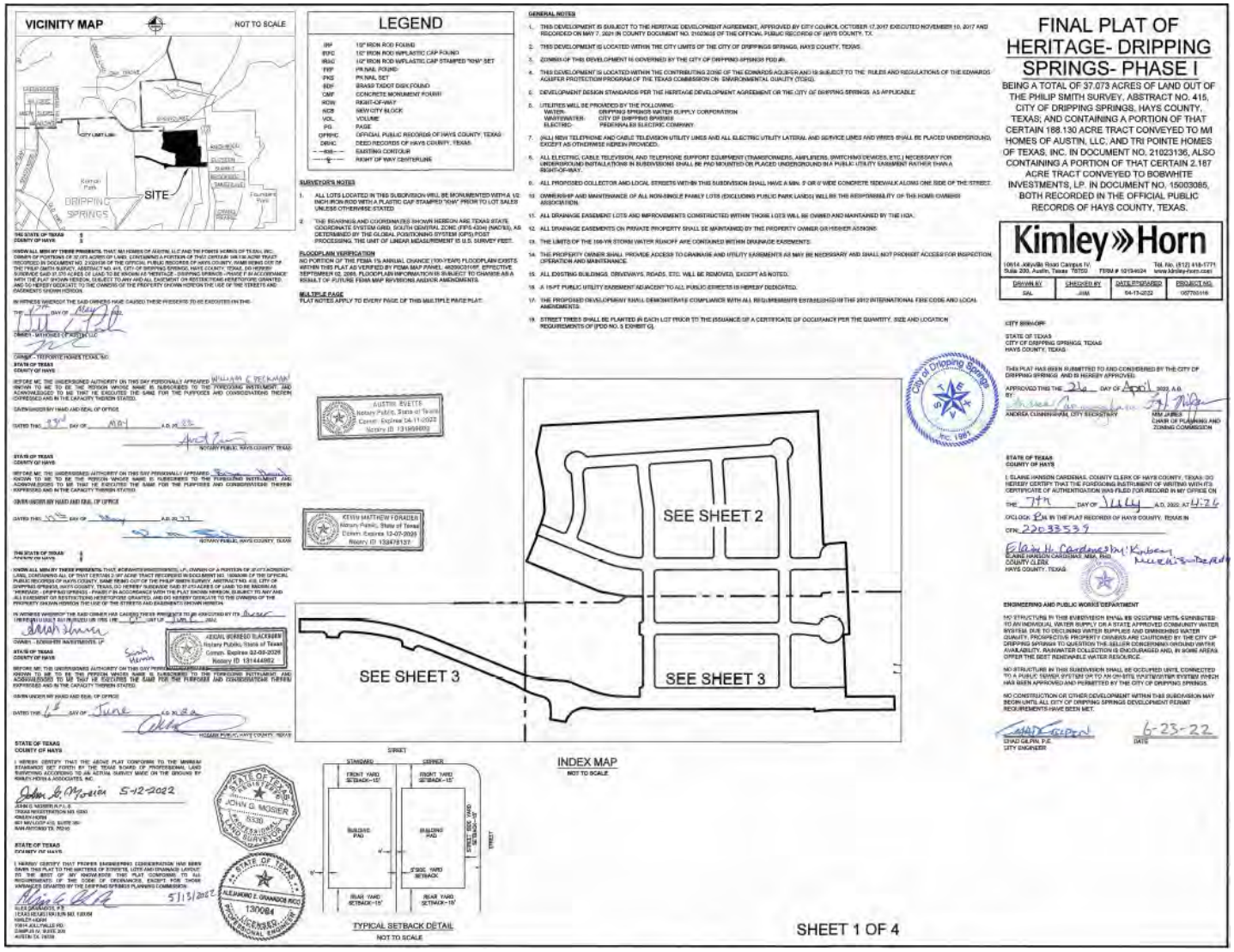
| | Units | Estimated Buildout Value Per Unit [a] | Estimated Buildout Value | % of Estimated Buildout Value | % of Major Improvements [b] |
|---|---|---|---|---|---|
| ***Improvement Area #3A*** | | | | | |
| 40' | 34 lots | $ 440,000 | $ 14,960,000 | | |
| 45' | 38 lots | $ 460,000 | $ 17,480,000 | | |
| 50' | 25 lots | $ 500,000 | $ 12,500,000 | | |
| | | | **$ 44,940,000** | **31.22%** | **15.42%** |
| ***Improvement Area #3B*** | | | | | |
| 35' | 45 lots | $ 420,000 | $ 18,900,000 | | |
| 45' | 20 lots | $ 460,000 | $ 9,200,000 | | |
| 50' | 2 lots | $ 500,000 | $ 1,000,000 | | |
| | | | **$ 29,100,000** | **20.22%** | **9.99%** |
| ***Future Improvement Area at the time of 2025 Amended and Restated Service and Assessment Plan*** | | | | | |
| 45' | 76 lots | $ 460,000 | $ 34,960,000 | | |
| 50' | 39 lots | $ 500,000 | $ 19,500,000 | | |
| Multi-Family | 103 lots | $ 150,000 | $ 15,450,000 | | |
| | | | **$ 69,910,000** | **48.57%** | **23.99%** |
| **Improvement Area #3A, Improvement Area #3B & Future Improvement Area Total:** | | | **$ 143,950,000** | **100.00%** | **49.39%** |

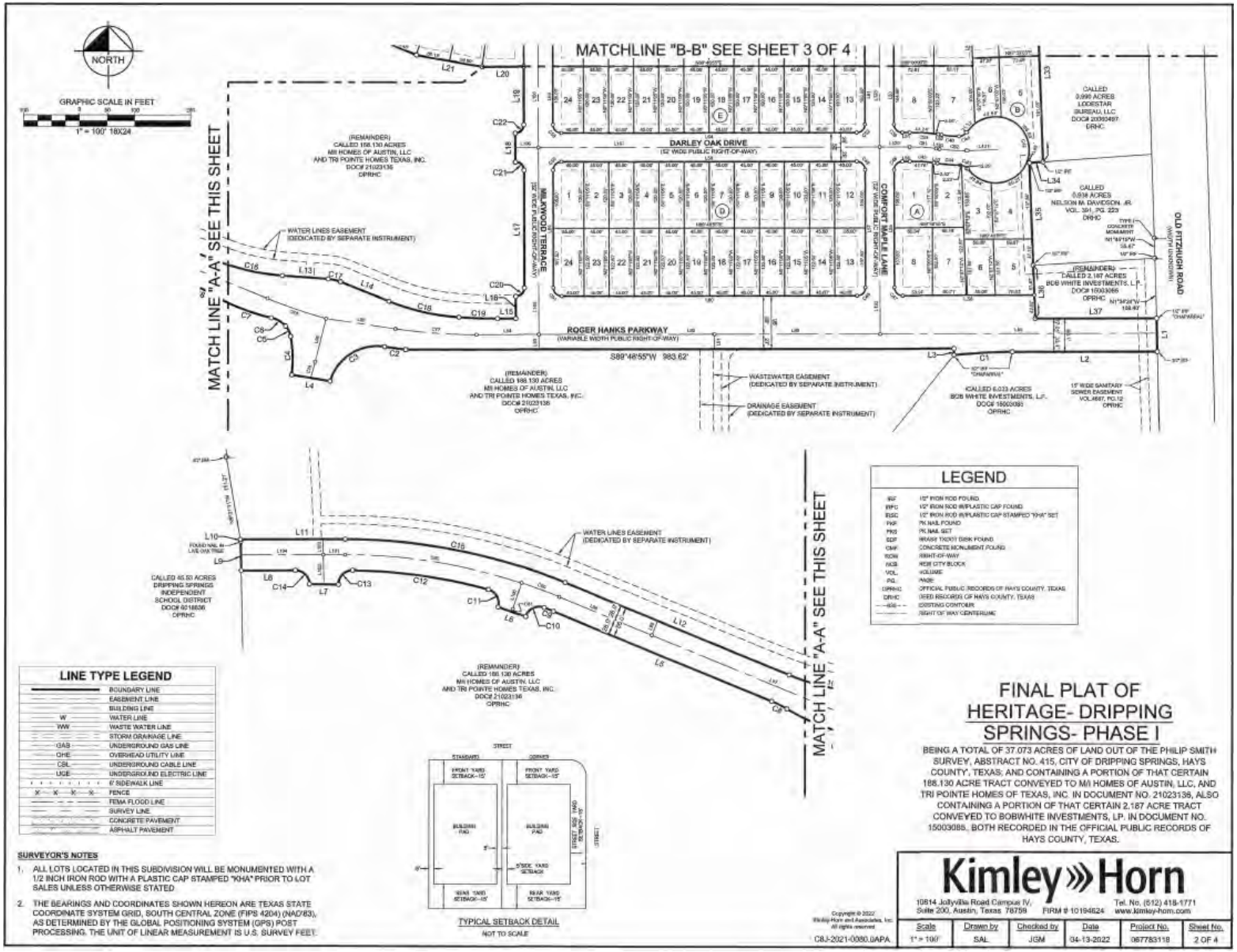
Footnotes:

[a] For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown above will not change.

[b] Major Improvements allocated to Improvement Area #1 and Improvement Area #2 on a pro rata basis as deterimed by the Estimated Buildout Value of the Future Improvement Area in the 2024 Amended and Restated Service and Assessment Plan.

# EXHIBIT Q-1 – IMPROVEMENT AREA #1 FINAL PLAT




MATCHLINE "B-B" SEE SHEET 3 OF 4
MATCH LINE "A-A" SEE THIS SHEET
MATCH LINE "A-A" SEE THIS SHEET
NORTH
GRAPHIC SCALE IN FEET
1" = 100' 18X24
DARLEY OAK DRIVE
(52' WIDE PUBLIC RIGHT-OF-WAY)
ROGER HANKS PARKWAY
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)
MILKWOOD TERRACE
COMFORT MAPLE LANE
OLD FITZHUGH ROAD
(REMAINDER)
CALLED 188.130 ACRES
MI HOMES OF AUSTIN, LLC
AND TRI POINTE HOMES TEXAS, INC.
DOC# 21023136
OPRHC
WATER LINES EASEMENT
(DEDICATED BY SEPARATE INSTRUMENT)
WASTEWATER EASEMENT
(DEDICATED BY SEPARATE INSTRUMENT)
DRAINAGE EASEMENT
(DEDICATED BY SEPARATE INSTRUMENT)
CALLED 6.033 ACRES
BOB WHITE INVESTMENTS, L.P.
DOC# 15003085
OPRHC
CALLED 46.93 ACRES
DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
DOC# 9016836
OPRHC
S89°48'55"W 983.62'
LEGEND
LINE TYPE LEGEND
BOUNDARY LINE
EASEMENT LINE
BUILDING LINE
WATER LINE
WASTE WATER LINE
STORM DRAINAGE LINE
UNDERGROUND GAS LINE
OVERHEAD UTILITY LINE
UNDERGROUND CABLE LINE
UNDERGROUND ELECTRIC LINE
6' SIDEWALK LINE
FENCE
FEMA FLOOD LINE
SURVEY LINE
CONCRETE PAVEMENT
ASPHALT PAVEMENT
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" PRIOR TO LOT SALES UNLESS OTHERWISE STATED
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
TYPICAL SETBACK DETAIL
NOT TO SCALE
FINAL PLAT OF
HERITAGE- DRIPPING
SPRINGS- PHASE I
BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO M/I HOMES OF AUSTIN, LLC, AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.187 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP. IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
Kimley»Horn
10814 Jollyville Road Campus IV,
Suite 200, Austin, Texas 78759
Tel. No. (512) 418-1771
FIRM # 10194824
www.kimley-horn.com
Scale 1" = 100'
Drawn by SAL
Checked by JGM
Date 04-13-2022
Project No. 067783118
Sheet No. 2 OF 4
CBJ-2021-0080.0APA

NORTH
GRAPHIC SCALE IN FEET
1" = 100' 18X24
COMFORT MAPLE LANE
(52' WIDE PUBLIC RIGHT-OF-WAY)
KINGS PINE DRIVE
(50' WIDE PUBLIC RIGHT-OF-WAY)
MILKWOOD TERRACE
(52' WIDE PUBLIC RIGHT-OF-WAY)
COTTON TREE TERRACE
(52' WIDE PUBLIC RIGHT-OF-WAY)
HOA PARKLAND AND DRAINAGE LOT
OPEN SPACE DRAINAGE LOT
CALLED 2 ACRES
VOL. 130, PG. 231
DRHC
CALLED 2 ACRES
VOL. 1028, PG. 147
OPRHC
CALLED 2 ACRES
RICHARD R. GARZA
(NO METES AND BOUNDS FOUND)
DOC# 14005160, (VOL.4902, PG.0055) - OPRHC
N88°54'03"E 1245.01'
CALLED 2.640 ACRES
EQUITY TRUST COMPANY
CUSTODIAN FBO
PAUL MILLSAP IRA
DOC# 13015605
OPRHC
(REMAINDER)
CALLED 186.130 ACRES
M/I HOMES OF AUSTIN, LLC
AND TRI POINTE HOMES TEXAS, INC.
DOC# 21023136
OPRHC
CALLED 1.499 ACRES
TURQUOISE TEXAS
PROPERTIES, INC.
DOC# 16004292
OPRHC
CALLED 0.62 ACRE
CAROLYN SCHILTHUIS
DOC# 0103188
OPRHC
(DESCRIPTION IN
VOL. 117, PG.415 DRHC)
15' WIDE SANITARY
SEWER EASEMENT
VOL.4907, PG.12
OPRHC
N87°39'15"W 348.48'
MATCHLINE "B-B" SEE SHEET 2 OF 4
LEGEND
IRF 1/2" IRON ROD FOUND
IRFC 1/2" IRON ROD W/PLASTIC CAP FOUND
IRSC 1/2" IRON ROD W/PLASTIC CAP STAMPED "KHA" SET
PKF PK NAIL FOUND
PKS PK NAIL SET
BCF BRASS TXDOT DISK FOUND
CMF CONCRETE MONUMENT FOUND
ROW RIGHT-OF-WAY
NCB NEW CITY BLOCK
VOL. VOLUME
PG. PAGE
OPRHC OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
DRHC DEED RECORDS OF HAYS COUNTY, TEXAS
EXISTING CONTOUR
RIGHT OF WAY CENTERLINE
STREET
STANDARD
CORNER
FRONT YARD SETBACK=15'
BUILDING PAD
REAR YARD SETBACK=15'
5' SIDE YARD SETBACK
TYPICAL SETBACK DETAIL
NOT TO SCALE
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" PRIOR TO LOT SALES UNLESS OTHERWISE STATED
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
FINAL PLAT OF
HERITAGE- DRIPPING SPRINGS- PHASE I
BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO M/I HOMES OF AUSTIN, LLC, AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.187 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP. IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
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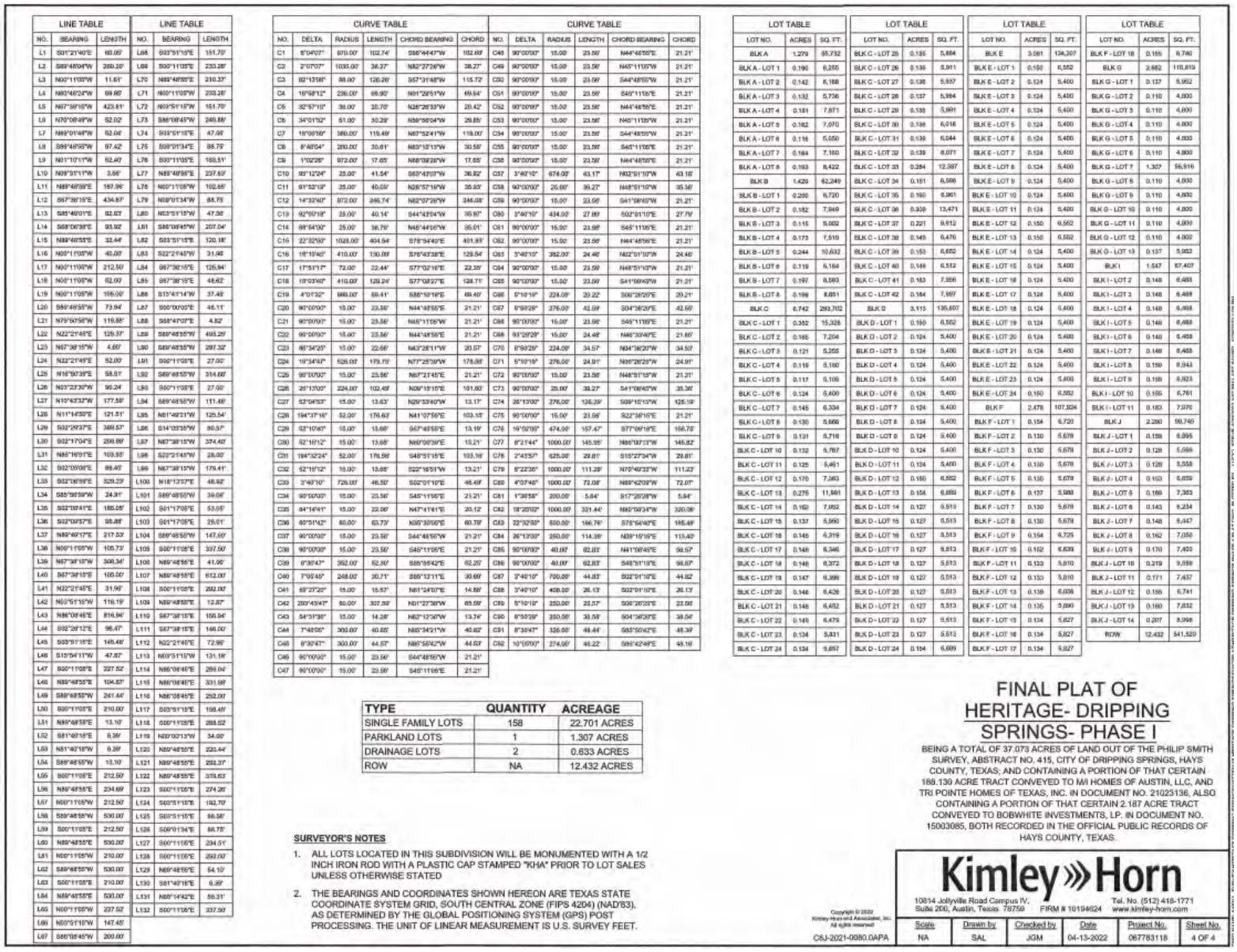
CSJ-2021-0090.0APA



| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S01°21'40"E | 60.00' |
| L2 | S89°48'04"W | 269.28' |
| L3 | N00°11'05"W | 11.61' |
| L4 | N89°48'24"W | 69.66' |
| L5 | N07°38'15"W | 423.81' |
| L6 | N70°08'49"W | 52.02' |
| L7 | N89°01'48"W | 52.04' |
| L8 | S89°48'55"W | 97.42' |
| L9 | N01°17'11"W | 52.40' |
| L10 | N09°31'11"W | 3.66' |
| L11 | N89°48'55"E | 167.96' |
| L12 | S07°38'15"E | 434.83' |
| L13 | S85°49'01"E | 82.63' |
| L14 | S68°06'38"E | 93.92' |
| L15 | N89°48'55"E | 32.44' |
| L16 | N00°11'05"W | 40.00' |
| L17 | N00°11'05"W | 212.50' |
| L18 | N00°11'05"W | 62.00' |
| L19 | N00°11'05"W | 106.00' |
| L20 | S89°48'55"W | 73.94' |
| L21 | N79°50'58"W | 119.88' |
| L22 | N22°21'46"E | 129.37' |
| L23 | N67°38'15"W | 4.66' |
| L24 | N22°21'46"E | 52.00' |
| L25 | N16°50'39"E | 58.51' |
| L26 | N23°23'30"W | 90.24' |
| L27 | N10°43'32"W | 177.58' |
| L28 | N11°14'59"E | 121.51' |
| L29 | S02°29'37"E | 389.57' |
| L30 | S02°17'04"E | 208.86' |
| L31 | N85°16'01"E | 103.93' |
| L32 | S02°05'06"E | 88.46' |
| L33 | S02°08'39"E | 329.29' |
| L34 | S85°59'39"W | 24.91' |
| L35 | S02°08'41"E | 185.85' |
| L36 | S02°09'57"E | 95.88' |
| L37 | N89°49'17"E | 217.53' |
| L38 | N00°11'05"W | 105.73' |
| L39 | N67°38'15"W | 308.34' |
| L40 | S67°38'15"E | 105.00' |
| L41 | N22°21'46"E | 31.96' |
| L42 | N03°51'15"W | 116.19' |
| L43 | N86°08'45"E | 816.94' |
| L44 | S02°26'12"E | 96.47' |
| L45 | S03°51'15"E | 145.48' |
| L46 | S15°54'11"W | 47.67' |
| L47 | S00°11'05"E | 227.52' |
| L48 | N89°48'55"E | 104.67' |
| L49 | S89°48'55"W | 241.44' |
| L50 | S00°11'05"E | 210.00' |
| L51 | N89°48'55"E | 13.10' |
| L52 | S81°40'16"E | 6.39' |
| L53 | N81°40'16"W | 6.39' |
| L54 | S89°48'55"W | 13.10' |
| L55 | S00°11'05"E | 212.50' |
| L56 | N89°48'55"E | 234.69' |
| L57 | N00°11'05"W | 212.50' |
| L58 | S89°48'55"W | 530.00' |
| L59 | S00°11'05"E | 212.50' |
| L60 | N89°48'55"E | 530.00' |
| L61 | N00°11'05"W | 210.00' |
| L62 | S89°48'55"W | 530.00' |
| L63 | S00°11'05"E | 210.00' |
| L64 | N89°48'55"E | 530.00' |
| L65 | N00°11'05"W | 227.52' |
| L66 | N03°51'15"W | 147.48' |
| L67 | S86°08'45"W | 200.00' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L68 | S03°51'15"E | 151.70' |
| L69 | S00°11'05"E | 233.28' |
| L70 | N89°48'55"E | 210.33' |
| L71 | N00°11'05"W | 233.28' |
| L72 | N03°51'15"W | 151.70' |
| L73 | S86°08'45"W | 240.88' |
| L74 | S03°51'15"E | 47.99' |
| L75 | S00°01'34"E | 88.79' |
| L76 | S00°11'05"E | 169.51' |
| L77 | N89°48'55"E | 237.63' |
| L78 | N00°11'05"W | 102.65' |
| L79 | N09°01'34"W | 88.75' |
| L80 | N03°51'15"W | 47.56' |
| L81 | S86°08'45"W | 207.04' |
| L82 | S03°51'15"E | 120.18' |
| L83 | S22°21'46"W | 31.96' |
| L84 | S67°38'15"E | 125.94' |
| L85 | S67°38'15"E | 48.62' |
| L86 | S13°47'14"W | 37.46' |
| L87 | S00°00'00"E | 46.11' |
| L88 | S88°47'07"E | 4.82' |
| L89 | S89°48'55"W | 495.25' |
| L90 | S89°48'55"W | 297.32' |
| L91 | S00°11'05"E | 27.00' |
| L92 | S89°48'55"W | 314.66' |
| L93 | S00°11'05"E | 27.00' |
| L94 | S89°48'55"W | 111.48' |
| L95 | N61°49'21"W | 125.54' |
| L96 | S14°03'38"W | 80.57' |
| L97 | N67°38'15"W | 374.40' |
| L98 | S22°21'46"W | 28.00' |
| L99 | N67°38'15"W | 179.41' |
| L100 | N18°13'57"E | 46.92' |
| L101 | S89°48'55"W | 39.06' |
| L102 | S61°17'05"E | 53.05' |
| L103 | S61°17'05"E | 28.01' |
| L104 | S89°48'55"W | 147.60' |
| L105 | S00°11'05"E | 337.50' |
| L106 | N89°48'55"E | 41.06' |
| L107 | N89°48'55"E | 612.00' |
| L108 | S00°11'05"E | 292.00' |
| L109 | N89°48'55"E | 12.87' |
| L110 | S67°38'15"E | 109.94' |
| L111 | S67°38'15"E | 146.00' |
| L112 | N22°21'46"E | 72.96' |
| L113 | N03°51'15"W | 131.18' |
| L114 | N86°08'45"E | 289.04' |
| L115 | N86°08'45"E | 331.68' |
| L116 | N86°08'45"E | 252.00' |
| L117 | S03°51'15"E | 158.48' |
| L118 | S00°11'05"E | 288.62' |
| L119 | N00°00'13"W | 34.00' |
| L120 | N89°48'55"E | 220.44' |
| L121 | N89°48'55"E | 292.37' |
| L122 | N89°48'55"E | 319.63' |
| L123 | S00°11'05"E | 274.26' |
| L124 | S03°51'15"E | 192.70' |
| L125 | S03°51'15"E | 86.58' |
| L126 | S09°01'34"E | 88.75' |
| L127 | S00°11'05"E | 234.51' |
| L128 | S00°11'05"E | 292.00' |
| L129 | N89°48'55"E | 54.10' |
| L130 | S81°40'16"E | 6.39' |
| L131 | N89°14'42"E | 55.31' |
| L132 | S00°11'05"E | 337.50' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 8°04'07" | 970.00' | 102.74' | S86°46'47"W | 102.69' |
| C2 | 2°07'07" | 1035.00' | 38.27' | N82°27'26"W | 38.27' |
| C3 | 82°13'06" | 88.00' | 126.29' | S67°31'48"W | 115.72' |
| C4 | 16°58'12" | 236.00' | 69.92' | N81°28'51"W | 69.64' |
| C5 | 32°53'10" | 39.00' | 22.70' | N26°26'33"W | 20.42' |
| C6 | 34°01'52" | 51.00' | 30.29' | N56°59'04"W | 29.85' |
| C7 | 18°59'59" | 360.00' | 119.49' | N83°52'41"W | 119.00' |
| C8 | 8°46'04" | 200.00' | 30.61' | N83°15'13"W | 30.58' |
| C9 | 1°02'26" | 972.00' | 17.65' | N88°09'28"W | 17.65' |
| C10 | 93°12'24" | 25.00' | 41.54' | S63°47'07"W | 36.92' |
| C11 | 91°52'19" | 25.00' | 40.09' | N26°57'16"W | 35.93' |
| C12 | 14°32'40" | 972.00' | 246.74' | N82°07'26"W | 246.08' |
| C13 | 92°06'18" | 25.00' | 40.14' | S44°43'04"W | 35.87' |
| C14 | 89°54'00" | 25.00' | 39.79' | N45°44'56"W | 35.81' |
| C15 | 22°32'00" | 1025.00' | 404.54' | S78°54'45"E | 401.93' |
| C16 | 18°19'40" | 410.00' | 130.99' | S76°43'38"E | 129.54' |
| C17 | 17°51'17" | 72.00' | 22.44' | S77°02'16"E | 22.35' |
| C18 | 18°53'40" | 410.00' | 135.24' | S77°08'27"E | 134.71' |
| C19 | 4°01'32" | 980.00' | 68.41' | S86°10'19"E | 68.40' |
| C20 | 90°00'00" | 15.00' | 23.56' | N44°48'55"E | 21.21' |
| C21 | 90°00'00" | 15.00' | 23.56' | N45°11'05"W | 21.21' |
| C22 | 90°00'00" | 15.00' | 23.56' | N44°48'55"E | 21.21' |
| C23 | 86°34'20" | 15.00' | 22.66' | N43°28'11"W | 20.57' |
| C24 | 19°34'40" | 526.00' | 179.72' | N77°25'30"W | 178.88' |
| C25 | 90°00'00" | 15.00' | 23.56' | N87°21'45"E | 21.21' |
| C26 | 26°13'00" | 224.00' | 102.49' | N59°15'15"E | 101.60' |
| C27 | 52°04'53" | 15.00' | 13.63' | N29°53'40"W | 13.17' |
| C28 | 194°37'16" | 52.00' | 176.62' | N41°07'56"E | 103.15' |
| C29 | 52°10'07" | 15.00' | 13.66' | S67°49'56"E | 13.19' |
| C30 | 52°16'12" | 15.00' | 13.68' | N60°06'39"E | 13.21' |
| C31 | 194°32'24" | 52.00' | 176.56' | S46°51'15"E | 103.19' |
| C32 | 52°16'12" | 15.00' | 13.68' | S22°16'51"W | 13.21' |
| C33 | 3°46'10" | 726.00' | 46.92' | S02°01'10"E | 46.49' |
| C34 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |
| C35 | 84°14'41" | 15.00' | 22.06' | N47°41'41"E | 20.12' |
| C36 | 95°45'42" | 60.00' | 83.73' | N85°39'06"E | 60.78' |
| C37 | 90°00'00" | 15.00' | 23.56' | S44°48'55"W | 21.21' |
| C38 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |
| C39 | 9°39'47" | 392.00' | 52.97' | S85°58'42"E | 52.93' |
| C40 | 7°05'45" | 248.00' | 30.71' | S85°13'11"E | 30.69' |
| C41 | 89°27'20" | 15.00' | 15.57' | N61°24'07"E | 14.88' |
| C42 | 293°43'41" | 60.00' | 307.59' | N01°27'36"W | 65.59' |
| C43 | 54°31'38" | 15.00' | 14.28' | N62°12'36"W | 13.74' |
| C44 | 7°48'56" | 300.00' | 40.85' | N65°34'21"W | 40.82' |
| C45 | 9°39'47" | 300.00' | 44.57' | N85°58'42"W | 44.53' |
| C46 | 90°00'00" | 15.00' | 23.56' | S44°48'55"W | 21.21' |
| C47 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C48 | 90°00'00" | 15.00' | 23.56' | N44°48'55"E | 21.21' |
| C49 | 90°00'00" | 15.00' | 23.56' | N45°11'05"W | 21.21' |
| C50 | 90°00'00" | 15.00' | 23.56' | S44°48'55"W | 21.21' |
| C51 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |
| C52 | 90°00'00" | 15.00' | 23.56' | N44°48'55"E | 21.21' |
| C53 | 90°00'00" | 15.00' | 23.56' | N45°11'05"W | 21.21' |
| C54 | 90°00'00" | 15.00' | 23.56' | S44°48'55"W | 21.21' |
| C55 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |
| C56 | 90°00'00" | 15.00' | 23.56' | N44°48'55"E | 21.21' |
| C57 | 3°46'10" | 674.00' | 43.17' | N02°01'10"W | 43.16' |
| C58 | 90°00'00" | 25.00' | 39.27' | N45°11'05"W | 35.36' |
| C59 | 90°00'00" | 15.00' | 23.56' | S41°08'45"W | 21.21' |
| C60 | 3°46'10" | 434.00' | 27.80' | S02°01'10"E | 27.79' |
| C61 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |
| C62 | 90°00'00" | 15.00' | 23.56' | N44°48'55"E | 21.21' |
| C63 | 5°46'10" | 382.00' | 24.46' | N02°01'10"W | 24.46' |
| C64 | 90°00'00" | 15.00' | 23.56' | N48°51'05"W | 21.21' |
| C65 | 90°00'00" | 15.00' | 23.56' | S41°08'45"W | 21.21' |
| C66 | 5°16'16" | 224.00' | 20.22' | S06°26'20"E | 20.21' |
| C67 | 6°59'28" | 276.00' | 42.09' | S04°36'20"E | 42.05' |
| C68 | 90°00'00" | 15.00' | 23.56' | S45°11'05"E | 21.21' |
| C69 | 93°29'28" | 15.00' | 24.48' | N48°39'49"E | 21.89' |
| C70 | 6°59'28" | 224.08' | 34.57' | N04°36'20"W | 34.53' |
| C71 | 5°16'16" | 276.00' | 24.91' | N06°26'29"W | 24.91' |
| C72 | 90°00'00" | 15.00' | 23.56' | N48°51'05"W | 21.21' |
| C73 | 90°00'00" | 25.00' | 39.27' | S41°08'45"W | 35.36' |
| C74 | 26°13'00" | 276.00' | 126.29' | S09°15'15"W | 125.19' |
| C75 | 90°00'00" | 15.00' | 23.56' | S22°16'15"E | 21.21' |
| C76 | 19°02'05" | 474.00' | 157.47' | S77°06'18"E | 156.75' |
| C77 | 8°21'44" | 1000.00' | 145.95' | N86°00'13"W | 145.82' |
| C78 | 2°43'57" | 625.00' | 29.81' | S15°27'34"W | 29.81' |
| C79 | 6°22'35" | 1000.00' | 111.28' | N70°49'33"W | 111.23' |
| C80 | 4°07'46" | 1000.00' | 72.08' | N69°42'09"W | 72.07' |
| C81 | 1°39'58" | 200.00' | 5.84' | S17°28'28"W | 5.84' |
| C82 | 18°25'02" | 1000.00' | 321.44' | N60°59'34"W | 320.09' |
| C83 | 22°32'00" | 500.00' | 196.76' | S78°54'45"E | 195.48' |
| C84 | 26°13'00" | 250.00' | 114.39' | N09°15'15"E | 113.40' |
| C85 | 90°00'00" | 40.00' | 62.83' | N41°08'45"E | 56.57' |
| C86 | 90°00'00" | 40.00' | 62.83' | S48°51'15"E | 56.57' |
| C87 | 3°46'10" | 700.00' | 44.83' | S02°01'10"E | 44.82' |
| C88 | 3°46'10" | 408.00' | 26.13' | S02°01'10"E | 26.13' |
| C89 | 5°16'16" | 250.00' | 23.01' | S06°26'20"E | 23.00' |
| C90 | 6°59'28" | 250.00' | 38.08' | S04°36'20"E | 38.04' |
| C91 | 8°39'47" | 326.00' | 49.44' | S85°50'42"E | 49.39' |
| C92 | 10°05'00" | 274.00' | 48.22' | S86°42'48"E | 48.16' |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLK A | 1.279 | 55,732 |
| BLK A - LOT 1 | 0.190 | 8,255 |
| BLK A - LOT 2 | 0.142 | 6,188 |
| BLK A - LOT 3 | 0.132 | 5,736 |
| BLK A - LOT 4 | 0.181 | 7,871 |
| BLK A - LOT 5 | 0.182 | 7,970 |
| BLK A - LOT 6 | 0.116 | 5,050 |
| BLK A - LOT 7 | 0.164 | 7,160 |
| BLK A - LOT 8 | 0.193 | 8,422 |
| BLK B | 1.429 | 62,249 |
| BLK B - LOT 1 | 0.200 | 8,720 |
| BLK B - LOT 2 | 0.162 | 7,048 |
| BLK B - LOT 3 | 0.115 | 5,002 |
| BLK B - LOT 4 | 0.173 | 7,519 |
| BLK B - LOT 5 | 0.244 | 10,632 |
| BLK B - LOT 6 | 0.119 | 5,184 |
| BLK B - LOT 7 | 0.197 | 8,593 |
| BLK B - LOT 8 | 0.198 | 8,651 |
| BLK C | 6.742 | 293,702 |
| BLK C - LOT 1 | 0.352 | 15,328 |
| BLK C - LOT 2 | 0.165 | 7,204 |
| BLK C - LOT 3 | 0.121 | 5,255 |
| BLK C - LOT 4 | 0.116 | 5,160 |
| BLK C - LOT 5 | 0.117 | 5,105 |
| BLK C - LOT 6 | 0.124 | 5,400 |
| BLK C - LOT 7 | 0.145 | 6,334 |
| BLK C - LOT 8 | 0.130 | 5,669 |
| BLK C - LOT 9 | 0.131 | 5,716 |
| BLK C - LOT 10 | 0.132 | 5,767 |
| BLK C - LOT 11 | 0.125 | 5,461 |
| BLK C - LOT 12 | 0.170 | 7,383 |
| BLK C - LOT 13 | 0.275 | 11,991 |
| BLK C - LOT 14 | 0.162 | 7,052 |
| BLK C - LOT 15 | 0.137 | 5,950 |
| BLK C - LOT 16 | 0.145 | 6,319 |
| BLK C - LOT 17 | 0.148 | 6,446 |
| BLK C - LOT 18 | 0.146 | 6,372 |
| BLK C - LOT 19 | 0.147 | 6,389 |
| BLK C - LOT 20 | 0.148 | 6,429 |
| BLK C - LOT 21 | 0.148 | 6,452 |
| BLK C - LOT 22 | 0.148 | 6,479 |
| BLK C - LOT 23 | 0.134 | 5,831 |
| BLK C - LOT 24 | 0.134 | 5,857 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLK C - LOT 25 | 0.135 | 5,884 |
| BLK C - LOT 26 | 0.136 | 5,911 |
| BLK C - LOT 27 | 0.136 | 5,937 |
| BLK C - LOT 28 | 0.137 | 5,964 |
| BLK C - LOT 29 | 0.138 | 5,991 |
| BLK C - LOT 30 | 0.138 | 6,018 |
| BLK C - LOT 31 | 0.139 | 6,044 |
| BLK C - LOT 32 | 0.139 | 6,071 |
| BLK C - LOT 33 | 0.284 | 12,387 |
| BLK C - LOT 34 | 0.151 | 6,566 |
| BLK C - LOT 35 | 0.150 | 6,961 |
| BLK C - LOT 36 | 0.309 | 13,471 |
| BLK C - LOT 37 | 0.221 | 9,612 |
| BLK C - LOT 38 | 0.149 | 6,476 |
| BLK C - LOT 39 | 0.153 | 6,652 |
| BLK C - LOT 40 | 0.149 | 6,512 |
| BLK C - LOT 41 | 0.183 | 7,956 |
| BLK C - LOT 42 | 0.164 | 7,167 |
| BLK D | 3.113 | 135,607 |
| BLK D - LOT 1 | 0.150 | 6,552 |
| BLK D - LOT 2 | 0.124 | 5,400 |
| BLK D - LOT 3 | 0.124 | 5,400 |
| BLK D - LOT 4 | 0.124 | 5,400 |
| BLK D - LOT 5 | 0.124 | 5,400 |
| BLK D - LOT 6 | 0.124 | 5,400 |
| BLK D - LOT 7 | 0.124 | 5,400 |
| BLK D - LOT 8 | 0.124 | 5,400 |
| BLK D - LOT 9 | 0.124 | 5,400 |
| BLK D - LOT 10 | 0.124 | 5,400 |
| BLK D - LOT 11 | 0.124 | 5,400 |
| BLK D - LOT 12 | 0.150 | 6,552 |
| BLK D - LOT 13 | 0.154 | 6,699 |
| BLK D - LOT 14 | 0.127 | 5,513 |
| BLK D - LOT 15 | 0.127 | 5,513 |
| BLK D - LOT 16 | 0.127 | 5,513 |
| BLK D - LOT 17 | 0.127 | 5,513 |
| BLK D - LOT 18 | 0.127 | 5,513 |
| BLK D - LOT 19 | 0.127 | 5,513 |
| BLK D - LOT 20 | 0.127 | 5,513 |
| BLK D - LOT 21 | 0.127 | 5,513 |
| BLK D - LOT 22 | 0.127 | 5,513 |
| BLK D - LOT 23 | 0.127 | 5,513 |
| BLK D - LOT 24 | 0.154 | 6,689 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLK E | 3.081 | 134,207 |
| BLK E - LOT 1 | 0.150 | 6,552 |
| BLK E - LOT 2 | 0.124 | 5,400 |
| BLK E - LOT 3 | 0.124 | 5,400 |
| BLK E - LOT 4 | 0.124 | 5,400 |
| BLK E - LOT 5 | 0.124 | 5,400 |
| BLK E - LOT 6 | 0.124 | 5,400 |
| BLK E - LOT 7 | 0.124 | 5,400 |
| BLK E - LOT 8 | 0.124 | 5,400 |
| BLK E - LOT 9 | 0.124 | 5,400 |
| BLK E - LOT 10 | 0.124 | 5,400 |
| BLK E - LOT 11 | 0.124 | 5,400 |
| BLK E - LOT 12 | 0.150 | 6,552 |
| BLK E - LOT 13 | 0.150 | 6,552 |
| BLK E - LOT 14 | 0.124 | 5,400 |
| BLK E - LOT 15 | 0.124 | 5,400 |
| BLK E - LOT 16 | 0.124 | 5,400 |
| BLK E - LOT 17 | 0.124 | 5,400 |
| BLK E - LOT 18 | 0.124 | 5,400 |
| BLK E - LOT 19 | 0.124 | 5,400 |
| BLK E - LOT 20 | 0.124 | 5,400 |
| BLK E - LOT 21 | 0.124 | 5,400 |
| BLK E - LOT 22 | 0.124 | 5,400 |
| BLK E - LOT 23 | 0.124 | 5,400 |
| BLK E - LOT 24 | 0.150 | 6,552 |
| BLK F | 2.478 | 107,924 |
| BLK F - LOT 1 | 0.154 | 6,720 |
| BLK F - LOT 2 | 0.130 | 5,678 |
| BLK F - LOT 3 | 0.130 | 5,678 |
| BLK F - LOT 4 | 0.130 | 5,678 |
| BLK F - LOT 5 | 0.130 | 5,678 |
| BLK F - LOT 6 | 0.137 | 5,988 |
| BLK F - LOT 7 | 0.130 | 5,678 |
| BLK F - LOT 8 | 0.130 | 5,678 |
| BLK F - LOT 9 | 0.154 | 6,725 |
| BLK F - LOT 10 | 0.152 | 6,639 |
| BLK F - LOT 11 | 0.133 | 5,810 |
| BLK F - LOT 12 | 0.133 | 5,810 |
| BLK F - LOT 13 | 0.139 | 6,056 |
| BLK F - LOT 14 | 0.135 | 5,890 |
| BLK F - LOT 15 | 0.124 | 5,827 |
| BLK F - LOT 16 | 0.124 | 5,827 |
| BLK F - LOT 17 | 0.124 | 5,827 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLK F - LOT 18 | 0.155 | 6,740 |
| BLK G | 2.662 | 115,919 |
| BLK G - LOT 1 | 0.137 | 5,952 |
| BLK G - LOT 2 | 0.110 | 4,800 |
| BLK G - LOT 3 | 0.110 | 4,800 |
| BLK G - LOT 4 | 0.110 | 4,800 |
| BLK G - LOT 5 | 0.110 | 4,800 |
| BLK G - LOT 6 | 0.110 | 4,800 |
| BLK G - LOT 7 | 1.307 | 56,916 |
| BLK G - LOT 8 | 0.110 | 4,800 |
| BLK G - LOT 9 | 0.110 | 4,800 |
| BLK G - LOT 10 | 0.110 | 4,800 |
| BLK G - LOT 11 | 0.110 | 4,800 |
| BLK G - LOT 12 | 0.110 | 4,800 |
| BLK G - LOT 13 | 0.137 | 5,952 |
| BLK I | 1.547 | 67,407 |
| BLK I - LOT 2 | 0.148 | 6,468 |
| BLK I - LOT 3 | 0.148 | 6,468 |
| BLK I - LOT 4 | 0.148 | 6,468 |
| BLK I - LOT 5 | 0.148 | 6,468 |
| BLK I - LOT 6 | 0.148 | 6,468 |
| BLK I - LOT 7 | 0.148 | 6,468 |
| BLK I - LOT 8 | 0.159 | 6,943 |
| BLK I - LOT 9 | 0.159 | 6,923 |
| BLK I - LOT 10 | 0.155 | 6,761 |
| BLK I - LOT 11 | 0.183 | 7,976 |
| BLK J | 2.230 | 99,745 |
| BLK J - LOT 1 | 0.159 | 6,895 |
| BLK J - LOT 2 | 0.128 | 5,568 |
| BLK J - LOT 3 | 0.128 | 5,558 |
| BLK J - LOT 4 | 0.163 | 6,659 |
| BLK J - LOT 5 | 0.169 | 7,363 |
| BLK J - LOT 6 | 0.143 | 6,234 |
| BLK J - LOT 7 | 0.148 | 6,447 |
| BLK J - LOT 8 | 0.162 | 7,050 |
| BLK J - LOT 9 | 0.170 | 7,403 |
| BLK J - LOT 10 | 0.219 | 9,559 |
| BLK J - LOT 11 | 0.171 | 7,437 |
| BLK J - LOT 12 | 0.155 | 6,741 |
| BLK J - LOT 13 | 0.180 | 7,832 |
| BLK J - LOT 14 | 0.207 | 9,008 |
| ROW | 12.432 | 541,520 |

| TYPE | QUANTITY | ACREAGE |
|---|---|---|
| SINGLE FAMILY LOTS | 158 | 22.701 ACRES |
| PARKLAND LOTS | 1 | 1.307 ACRES |
| DRAINAGE LOTS | 2 | 0.633 ACRES |
| ROW | NA | 12.432 ACRES |

**SURVEYOR'S NOTES**

1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" PRIOR TO LOT SALES UNLESS OTHERWISE STATED
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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C6J-2021-0080.0APA

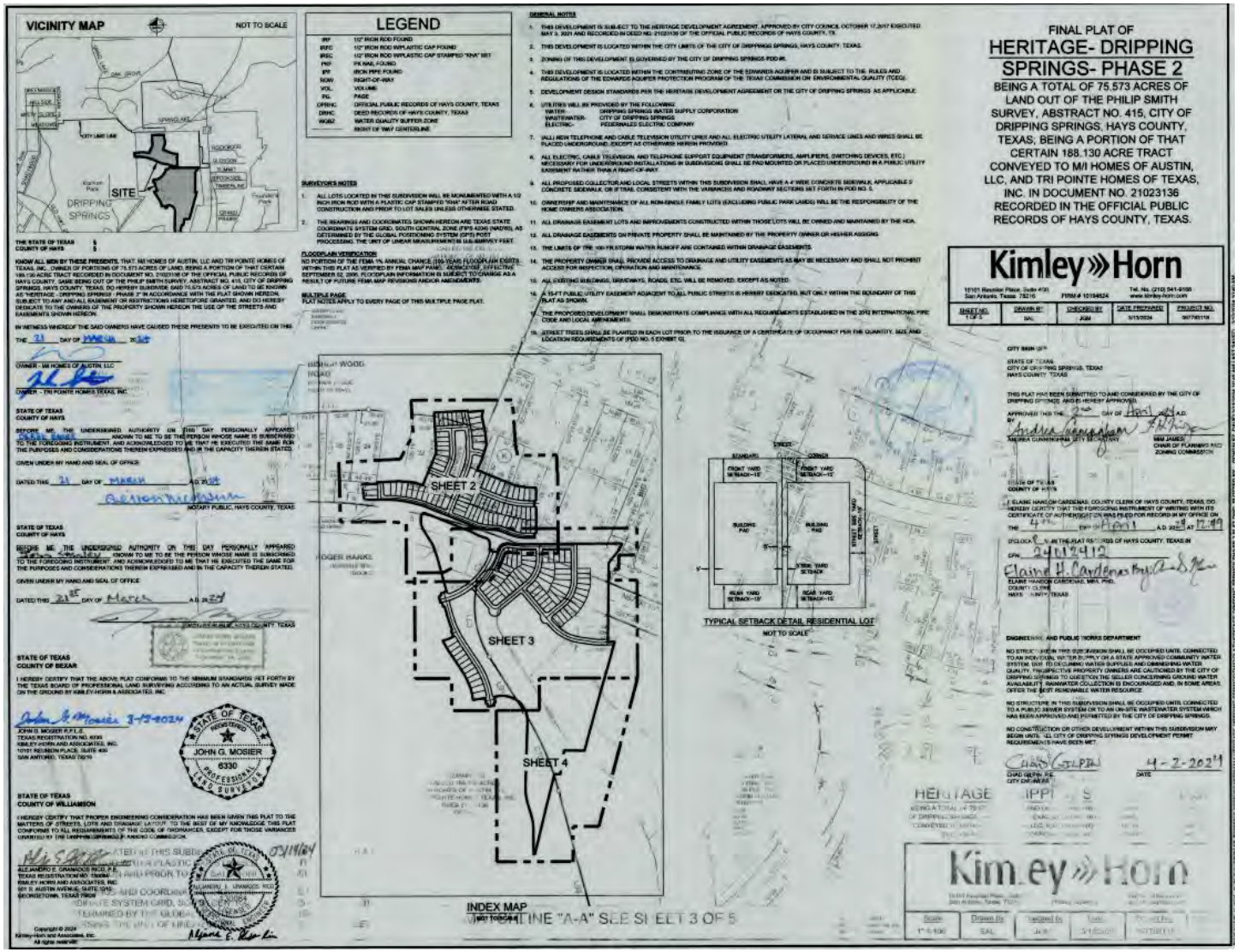
# FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE I

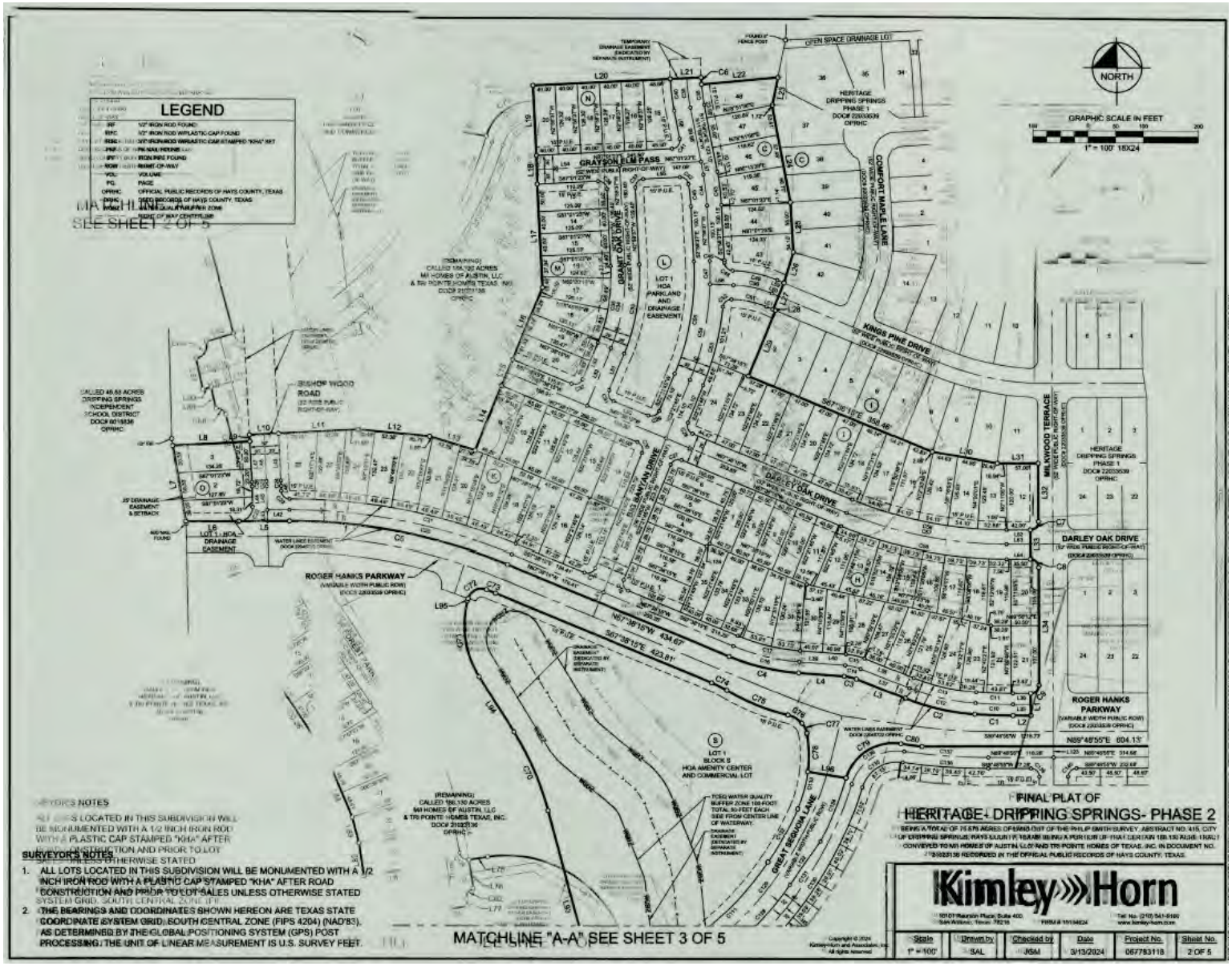
BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MI HOMES OF AUSTIN, LLC, AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.187 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP. IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

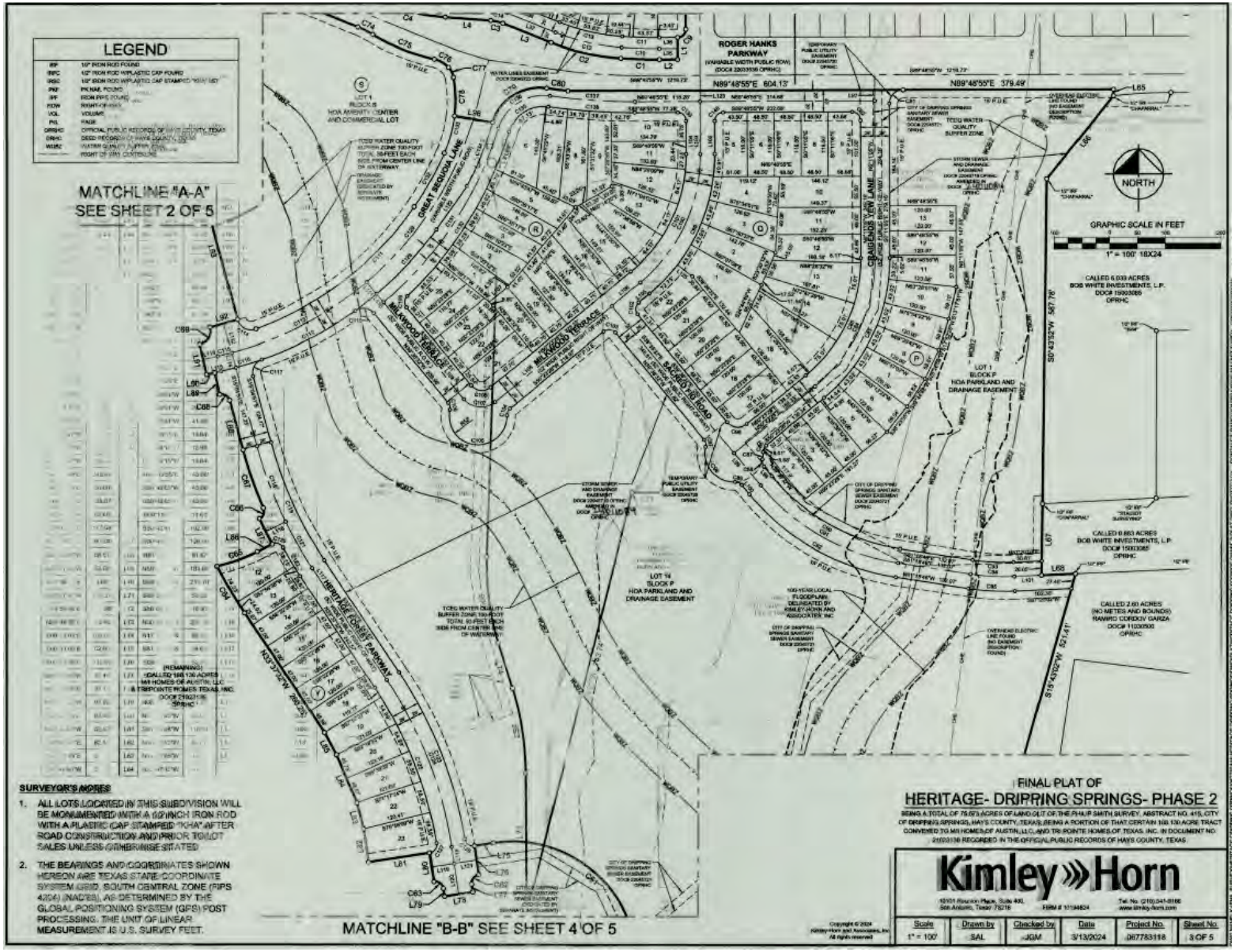
Kimley»Horn
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759
Tel. No. (512) 418-1771
FIRM # 10194824
www.kimley-horn.com

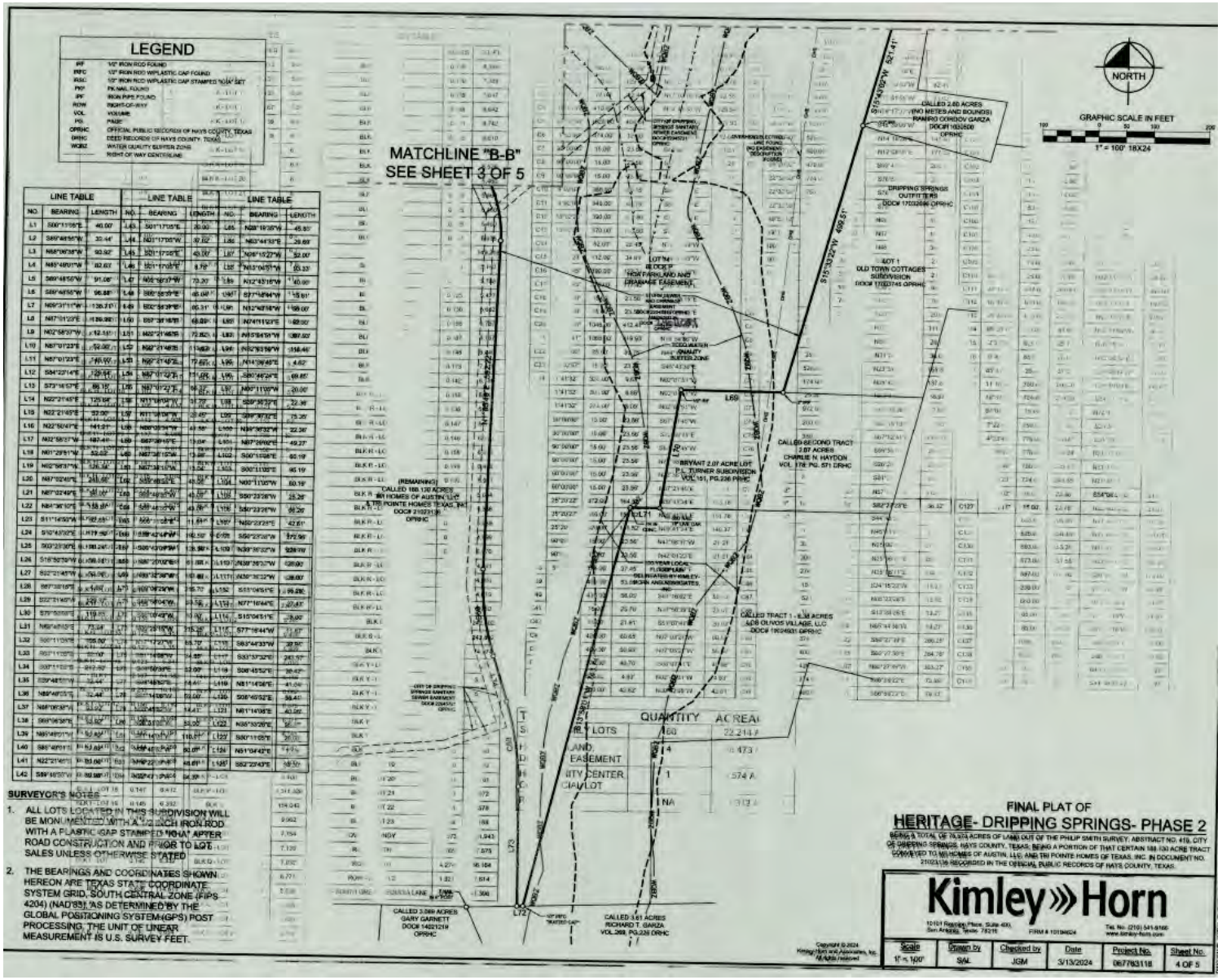
| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| NA | SAL | JGM | 04-13-2022 | 067783118 | 4 OF 4 |

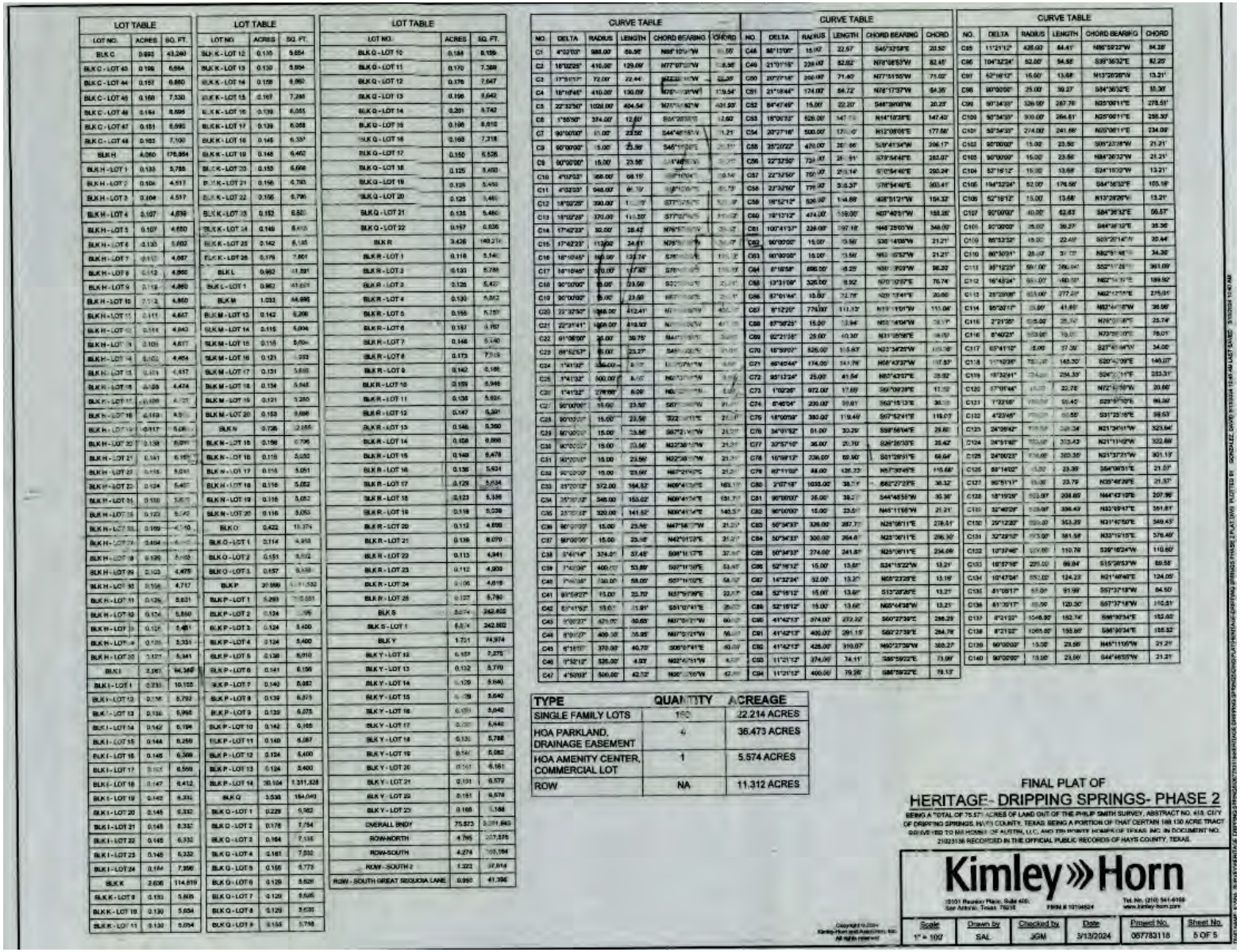
# EXHIBIT Q-2 - IMPROVEMENT AREA #2 FINAL PLAT




LEGEND
NORTH
GRAPHIC SCALE IN FEET
1" = 100' 18X24
GRAYSON ELM PASS
GRANT OAK DRIVE
COMFORT MAPLE LANE
KINGS PINE DRIVE
MILKWOOD TERRACE
DARLEY OAK DRIVE
BISHOP WOOD ROAD
ROGER HANKS PARKWAY
GREAT BEGUIOM LANE
HERITAGE DRIPPING SPRINGS PHASE 1 DOC# 22033639 OPRHC
OPEN SPACE (DRAINAGE LOT)
LOT 1 HOA PARKLAND AND DRAINAGE EASEMENT
LOT 1 - HOA DRAINAGE EASEMENT
LOT 1 BLOCK S HOA AMENITY CENTER AND COMMERCIAL LOT
(REMAINING) CALLED 186.130 ACRES M/I HOMES OF AUSTIN, LLC & TRI POINTE HOMES TEXAS, INC. DOC# 21027136 OPRHC
CALLED 46.53 ACRES DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT DOC# 9016836 OPRHC
S67°38'15"E 358.46'
N67°38'15"W 434.67'
S67°38'15"E 423.81'
N89°48'50"E 604.13'
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" AFTER ROAD CONSTRUCTION AND PRIOR TO LOT SALES UNLESS OTHERWISE STATED
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
MATCHLINE "A-A" SEE SHEET 3 OF 5
FINAL PLAT OF
HERITAGE- DRIPPING SPRINGS- PHASE 2
Kimley»Horn
Scale 1" = 100'
Drawn by SAL
Checked by JSM
Date 3/13/2024
Project No. 067783118
Sheet No. 2 OF 5


LEGEND
MATCHLINE "A-A" SEE SHEET 2 OF 5
MATCHLINE "B-B" SEE SHEET 4 OF 5
ROGER HANKS PARKWAY
N89°48'55"E 604.13'
N89°48'55"E 379.49'
GREAT BERMUDA LANE
CRABGRASS VIEW LANE
BLUEWOOD TERRACE
SAGEBRUSH ROAD
HERITAGE FOREST PARKWAY
NORTH
GRAPHIC SCALE IN FEET
1" = 100' 18X24
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" AFTER ROAD CONSTRUCTION AND PRIOR TO LOT SALES UNLESS OTHERWISE STATED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
FINAL PLAT OF
HERITAGE- DRIPPING SPRINGS- PHASE 2
Kimley»Horn
Scale 1" = 100'
Drawn by SAL
Checked by JGM
Date 3/13/2024
Project No. 067783118
Sheet No. 3 OF 5


LEGEND
MATCHLINE "B-B"
SEE SHEET 3 OF 5
NORTH
GRAPHIC SCALE IN FEET
1" = 100' 18X24
LINE TABLE
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A ½" INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" AFTER ROAD CONSTRUCTION AND PRIOR TO LOT SALES UNLESS OTHERWISE STATED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD/83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM(GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
QUANTITY ACREAGE
FINAL PLAT OF
HERITAGE- DRIPPING SPRINGS- PHASE 2
Kimley»Horn



LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLK C | 0.992 | 43,240 |
| BLK C - LOT 43 | 0.196 | 8,564 |
| BLK C - LOT 44 | 0.197 | 8,580 |
| BLK C - LOT 45 | 0.168 | 7,330 |
| BLK C - LOT 46 | 0.164 | 8,595 |
| BLK C - LOT 47 | 0.151 | 6,595 |
| BLK C - LOT 48 | 0.163 | 7,100 |
| BLK H | 4.060 | 176,864 |
| BLK H - LOT 1 | 0.183 | 3,785 |
| BLK H - LOT 2 | 0.104 | 4,517 |
| BLK H - LOT 3 | 0.104 | 4,517 |
| BLK H - LOT 4 | 0.107 | 4,639 |
| BLK H - LOT 5 | 0.107 | 4,650 |
| BLK H - LOT 6 | 0.108 | 5,602 |
| BLK H - LOT 7 | 0.107 | 4,667 |
| BLK H - LOT 8 | 0.112 | 4,866 |
| BLK H - LOT 9 | 0.110 | 4,860 |
| BLK H - LOT 10 | 0.112 | 4,860 |
| BLK H - LOT 11 | 0.111 | 4,847 |
| BLK H - LOT 12 | 0.111 | 4,843 |
| BLK H - LOT 13 | 0.105 | 4,617 |
| BLK H - LOT 14 | 0.103 | 4,464 |
| BLK H - LOT 15 | 0.101 | 4,457 |
| BLK H - LOT 16 | 0.103 | 4,474 |
| BLK H - LOT 17 | 0.109 | 4,727 |
| BLK H - LOT 18 | 0.103 | 4,474 |
| BLK H - LOT 19 | 0.107 | 4,647 |
| BLK H - LOT 20 | 0.138 | 6,021 |
| BLK H - LOT 21 | 0.141 | 6,151 |
| BLK H - LOT 22 | 0.115 | 5,021 |
| BLK H - LOT 23 | 0.124 | 5,407 |
| BLK H - LOT 24 | 0.130 | 5,675 |
| BLK H - LOT 25 | 0.123 | 5,349 |
| BLK H - LOT 26 | 0.109 | 4,749 |
| BLK H - LOT 27 | 0.104 | 4,528 |
| BLK H - LOT 28 | 0.107 | 4,675 |
| BLK H - LOT 29 | 0.107 | 4,675 |
| BLK H - LOT 30 | 0.107 | 4,675 |
| BLK H - LOT 31 | 0.126 | 5,631 |
| BLK H - LOT 32 | 0.124 | 5,550 |
| BLK H - LOT 33 | 0.125 | 5,451 |
| BLK H - LOT 34 | 0.125 | 5,331 |
| BLK H - LOT 35 | 0.127 | 5,541 |
| BLK I | 3.261 | 142,049 |
| BLK I - LOT 1 | 0.233 | 10,155 |
| BLK I - LOT 12 | 0.218 | 9,792 |
| BLK I - LOT 13 | 0.218 | 9,968 |
| BLK I - LOT 14 | 0.142 | 6,194 |
| BLK I - LOT 15 | 0.144 | 6,259 |
| BLK I - LOT 16 | 0.145 | 6,309 |
| BLK I - LOT 17 | 0.137 | 6,569 |
| BLK I - LOT 18 | 0.147 | 6,412 |
| BLK I - LOT 19 | 0.142 | 6,331 |
| BLK I - LOT 20 | 0.145 | 6,332 |
| BLK I - LOT 21 | 0.145 | 6,332 |
| BLK I - LOT 22 | 0.145 | 6,332 |
| BLK I - LOT 23 | 0.145 | 6,332 |
| BLK I - LOT 24 | 0.164 | 7,166 |
| BLK K | 2.636 | 114,819 |
| BLK K - LOT 9 | 0.153 | 5,605 |
| BLK K - LOT 10 | 0.130 | 5,654 |
| BLK K - LOT 11 | 0.130 | 5,654 |

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLK K - LOT 12 | 0.135 | 5,854 |
| BLK K - LOT 13 | 0.130 | 5,654 |
| BLK K - LOT 14 | 0.159 | 6,960 |
| BLK K - LOT 15 | 0.167 | 7,286 |
| BLK K - LOT 16 | 0.139 | 6,055 |
| BLK K - LOT 17 | 0.139 | 6,058 |
| BLK K - LOT 18 | 0.145 | 6,337 |
| BLK K - LOT 19 | 0.148 | 6,462 |
| BLK K - LOT 20 | 0.153 | 6,668 |
| BLK K - LOT 21 | 0.156 | 6,793 |
| BLK K - LOT 22 | 0.156 | 6,795 |
| BLK K - LOT 23 | 0.152 | 6,620 |
| BLK K - LOT 24 | 0.149 | 6,493 |
| BLK K - LOT 25 | 0.142 | 6,185 |
| BLK K - LOT 26 | 0.179 | 7,801 |
| BLK L | 0.992 | 43,201 |
| BLK L - LOT 1 | 0.992 | 43,201 |
| BLK M | 1.033 | 44,996 |
| BLK M - LOT 13 | 0.142 | 6,208 |
| BLK M - LOT 14 | 0.115 | 5,004 |
| BLK M - LOT 15 | 0.115 | 5,004 |
| BLK M - LOT 16 | 0.121 | 5,283 |
| BLK M - LOT 18 | 0.134 | 5,846 |
| BLK M - LOT 19 | 0.121 | 5,265 |
| BLK M - LOT 20 | 0.153 | 6,666 |
| BLK N | 0.726 | 31,655 |
| BLK N - LOT 15 | 0.156 | 6,795 |
| BLK N - LOT 16 | 0.116 | 5,052 |
| BLK N - LOT 17 | 0.116 | 5,051 |
| BLK N - LOT 18 | 0.116 | 5,052 |
| BLK N - LOT 19 | 0.116 | 5,052 |
| BLK N - LOT 20 | 0.116 | 5,053 |
| BLK O | 0.422 | 18,374 |
| BLK O - LOT 1 | 0.114 | 4,958 |
| BLK O - LOT 2 | 0.151 | 6,592 |
| BLK O - LOT 3 | 0.157 | 6,838 |
| BLK P | 20.988 | 914,532 |
| BLK P - LOT 1 | 5.293 | 230,551 |
| BLK P - LOT 2 | 0.124 | 5,396 |
| BLK P - LOT 3 | 0.124 | 5,400 |
| BLK P - LOT 4 | 0.124 | 5,400 |
| BLK P - LOT 5 | 0.138 | 6,010 |
| BLK P - LOT 6 | 0.141 | 6,150 |
| BLK P - LOT 7 | 0.142 | 6,182 |
| BLK P - LOT 8 | 0.139 | 6,075 |
| BLK P - LOT 9 | 0.139 | 6,075 |
| BLK P - LOT 10 | 0.142 | 6,165 |
| BLK P - LOT 11 | 0.140 | 6,087 |
| BLK P - LOT 12 | 0.124 | 5,400 |
| BLK P - LOT 13 | 0.124 | 5,400 |
| BLK P - LOT 14 | 30.184 | 1,311,525 |
| BLK Q | 3.530 | 154,040 |
| BLK Q - LOT 1 | 0.229 | 9,962 |
| BLK Q - LOT 2 | 0.178 | 7,754 |
| BLK Q - LOT 3 | 0.164 | 7,135 |
| BLK Q - LOT 4 | 0.161 | 7,032 |
| BLK Q - LOT 5 | 0.155 | 6,775 |
| BLK Q - LOT 6 | 0.129 | 5,629 |
| BLK Q - LOT 7 | 0.129 | 5,605 |
| BLK Q - LOT 8 | 0.129 | 5,630 |
| BLK Q - LOT 9 | 0.155 | 5,758 |

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLK Q - LOT 10 | 0.168 | 8,159 |
| BLK Q - LOT 11 | 0.170 | 7,389 |
| BLK Q - LOT 12 | 0.176 | 7,647 |
| BLK Q - LOT 13 | 0.196 | 8,542 |
| BLK Q - LOT 14 | 0.201 | 8,742 |
| BLK Q - LOT 15 | 0.196 | 8,518 |
| BLK Q - LOT 16 | 0.168 | 7,318 |
| BLK Q - LOT 17 | 0.150 | 6,526 |
| BLK Q - LOT 18 | 0.125 | 5,450 |
| BLK Q - LOT 19 | 0.125 | 5,450 |
| BLK Q - LOT 20 | 0.125 | 5,450 |
| BLK Q - LOT 21 | 0.125 | 5,450 |
| BLK Q - LOT 22 | 0.157 | 6,836 |
| BLK R | 3.426 | 149,216 |
| BLK R - LOT 1 | 0.118 | 5,146 |
| BLK R - LOT 2 | 0.133 | 5,788 |
| BLK R - LOT 3 | 0.125 | 5,431 |
| BLK R - LOT 4 | 0.130 | 5,662 |
| BLK R - LOT 5 | 0.155 | 6,757 |
| BLK R - LOT 6 | 0.157 | 6,797 |
| BLK R - LOT 7 | 0.146 | 6,340 |
| BLK R - LOT 8 | 0.173 | 7,518 |
| BLK R - LOT 9 | 0.142 | 6,188 |
| BLK R - LOT 10 | 0.159 | 6,946 |
| BLK R - LOT 11 | 0.126 | 5,504 |
| BLK R - LOT 12 | 0.147 | 6,391 |
| BLK R - LOT 13 | 0.146 | 6,360 |
| BLK R - LOT 14 | 0.158 | 6,888 |
| BLK R - LOT 15 | 0.149 | 6,478 |
| BLK R - LOT 16 | 0.126 | 5,504 |
| BLK R - LOT 17 | 0.129 | 5,634 |
| BLK R - LOT 18 | 0.123 | 5,336 |
| BLK R - LOT 19 | 0.118 | 5,139 |
| BLK R - LOT 20 | 0.112 | 4,868 |
| BLK R - LOT 21 | 0.136 | 6,070 |
| BLK R - LOT 22 | 0.113 | 4,941 |
| BLK R - LOT 23 | 0.112 | 4,900 |
| BLK R - LOT 24 | 0.106 | 4,618 |
| BLK R - LOT 25 | 0.127 | 5,780 |
| BLK S | 5.574 | 242,802 |
| BLK S - LOT 1 | 5.574 | 242,802 |
| BLK Y | 1.721 | 74,974 |
| BLK Y - LOT 12 | 0.157 | 7,275 |
| BLK Y - LOT 13 | 0.132 | 5,770 |
| BLK Y - LOT 14 | 0.129 | 5,640 |
| BLK Y - LOT 15 | 0.129 | 5,640 |
| BLK Y - LOT 16 | 0.131 | 5,842 |
| BLK Y - LOT 17 | 0.130 | 5,640 |
| BLK Y - LOT 18 | 0.130 | 5,788 |
| BLK Y - LOT 19 | 0.141 | 6,082 |
| BLK Y - LOT 20 | 0.151 | 6,161 |
| BLK Y - LOT 21 | 0.151 | 6,579 |
| BLK Y - LOT 22 | 0.151 | 6,578 |
| BLK Y - LOT 23 | 0.168 | 5,168 |
| OVERALL BNDY | 75.573 | 3,291,945 |
| ROW-NORTH | 4.795 | 207,975 |
| ROW-SOUTH | 4.274 | 186,184 |
| ROW - SOUTH 2 | 1.323 | 57,614 |
| ROW - SOUTH GREAT SEQUOIA LANE | 0.960 | 41,806 |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 4°02'03" | 985.00' | 69.56' | N68°10'51"W | 69.55' |
| C2 | 16°02'25" | 410.00' | 129.09' | N77°07'07"W | 128.58' |
| C3 | 17°51'17" | 72.00' | 22.44' | N[illegible]W | 22.35' |
| C4 | 18°16'46" | 410.00' | 130.09' | N76°[illegible]W | 129.54' |
| C5 | 22°32'50" | 1028.00' | 404.54' | N70°[illegible]W | 401.93' |
| C6 | 1°55'50" | 374.00' | 12.60' | S84°20'[illegible]E | 12.60' |
| C7 | 90°00'00" | 15.00' | 23.56' | S44°46'[illegible]W | 21.21' |
| C8 | 90°00'00" | 15.00' | 23.56' | S45°13'[illegible]E | 21.21' |
| C9 | 90°00'00" | 15.00' | 23.56' | S44°46'[illegible]W | 21.21' |
| C10 | 4°02'03" | 985.00' | 69.15' | S[illegible]E | 69.14' |
| C11 | 4°02'03" | 945.00' | 66.35' | S[illegible]E | 66.34' |
| C12 | 18°02'25" | 390.00' | 122.79' | S77°07'07"E | 122.28' |
| C13 | 18°02'25" | 370.00' | 116.50' | S77°07'07"E | 116.02' |
| C14 | 17°42'23" | 92.00' | 28.42' | N76°[illegible]W | 28.31' |
| C15 | 17°42'23" | 112.00' | 34.61' | N76°[illegible]W | 34.47' |
| C16 | 18°02'25" | 390.00' | 122.79' | S77°07'07"E | 122.28' |
| C17 | 18°16'46" | 370.00' | 117.97' | S76°[illegible]E | 117.47' |
| C18 | 90°00'00" | 15.00' | 23.56' | S22°[illegible]W | 21.21' |
| C19 | 90°00'00" | 15.00' | 23.56' | N67°[illegible]W | 21.21' |
| C20 | 22°32'50" | 1028.00' | 412.41' | N[illegible]W | 409.71' |
| C21 | 22°31'41" | 1008.00' | 418.93' | N[illegible]W | 416.10' |
| C22 | 91°06'09" | 25.00' | 39.75' | N44°[illegible]W | 35.68' |
| C23 | 89°52'53" | 25.00' | 23.27' | S45°[illegible]E | 23.00' |
| C24 | 1°41'32" | 3[illegible].00' | 9.18' | N[illegible]W | 9.18' |
| C25 | 1°41'32" | 500.00' | 9.18' | N67°[illegible]W | 9.18' |
| C26 | 1°41'32" | 278.00' | 8.09' | N[illegible]E | 8.09' |
| C27 | 90°00'00" | 15.00' | 23.56' | S67°[illegible]W | 21.21' |
| C28 | 90°00'00" | 15.00' | 23.56' | S22°[illegible]E | 21.21' |
| C29 | 90°00'00" | 15.00' | 23.56' | S67°21'[illegible]W | 21.21' |
| C30 | 90°00'00" | 15.00' | 23.56' | N22°38'[illegible]W | 21.21' |
| C31 | 90°00'00" | 15.00' | 23.56' | N22°38'[illegible]W | 21.21' |
| C32 | 90°00'00" | 15.00' | 23.56' | N67°21'[illegible]E | 21.21' |
| C33 | 23°20'02" | 372.00' | 164.52' | N09°41'[illegible]E | 163.31' |
| C34 | 25°30'02" | 346.00' | 153.62' | N09°41'[illegible]E | 151.77' |
| C35 | 23°20'02" | 320.00' | 141.52' | N09°41'[illegible]E | 140.51' |
| C36 | 90°00'00" | 15.00' | 23.56' | N47°58'[illegible]W | 21.21' |
| C37 | 90°00'00" | 15.00' | 23.56' | N42°01'[illegible]E | 21.21' |
| C38 | 5°46'14" | 374.00' | 37.45' | S06°11'[illegible]E | 37.43' |
| C39 | 7°48'08" | 400.00' | 53.80' | S02°18'[illegible]E | 53.76' |
| C40 | 7°48'08" | 360.00' | 58.05' | S02°18'[illegible]E | 58.02' |
| C41 | 89°59'27" | 15.00' | 23.70' | N33°59'[illegible]E | 23.77' |
| C42 | 83°41'52" | 15.00' | 21.91' | S51°07'[illegible]E | 20.02' |
| C43 | 9°00'27" | 420.00' | 66.05' | N07°07'[illegible]W | 66.00' |
| C44 | 8°58'07" | 400.00' | 62.65' | N07°07'[illegible]W | 62.58' |
| C45 | 9°18'07" | 370.00' | 60.10' | S06°07'[illegible]E | 60.04' |
| C46 | 1°58'12" | 526.00' | 4.93' | N02°47'[illegible]W | 4.93' |
| C47 | 4°52'03" | 500.00' | 42.52' | N00°[illegible]W | 42.51' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C48 | 86°13'05" | 15.00' | 22.57' | S45°32'58"E | 20.52' |
| C49 | 21°01'15" | 226.00' | 82.92' | N73°08'53"W | 82.45' |
| C50 | 20°27'16" | 200.00' | 71.40' | N77°51'05"W | 71.02' |
| C51 | 21°18'44" | 174.00' | 64.72' | N78°17'37"W | 64.35' |
| C52 | 84°47'49" | 15.00' | 22.20' | S48°39'08"W | 20.23' |
| C53 | 18°00'32" | 526.00' | 147.[illegible]' | N14°10'28"E | 147.40' |
| C54 | 20°27'16" | 500.00' | 178.[illegible]' | N13°08'08"E | 177.56' |
| C55 | 35°20'22" | 470.00' | 29[illegible]' | S39°41'34"W | 296.17' |
| C56 | 22°32'50" | 734.00' | 2[illegible]' | S79°54'48"E | 283.07' |
| C57 | 22°32'50" | 750.00' | 2[illegible]' | S79°54'48"E | 293.24' |
| C58 | 22°32'50" | 776.00' | 3[illegible]' | S79°54'48"E | 303.41' |
| C59 | 18°52'12" | 526.00' | 1[illegible]' | N28°52'12"W | 154.32' |
| C60 | 78°13'12" | 474.00' | 6[illegible]' | N07°46'51"W | 155.25' |
| C61 | 100°41'37" | 226.00' | 3[illegible]' | N48°25'03"W | 348.00' |
| C62 | 90°00'00" | 15.00' | 23.56' | S36°14'09"W | 21.21' |
| C63 | 90°00'00" | 15.00' | 23.56' | N53°45'51"W | 21.21' |
| C64 | 8°16'58" | 666.00' | 48.09' | N39°[illegible]W | 48.08' |
| C65 | 13°31'09" | 326.00' | 76.92' | N[illegible]W | 76.74' |
| C66 | 82°01'44" | 15.00' | 21.78' | N[illegible]W | 20.00' |
| C67 | 6°12'20" | 776.00' | 111.12' | N13°11'01"W | 111.02' |
| C68 | 83°36'25" | 15.00' | 21.94' | N55°14'04"W | 20.11' |
| C69 | 82°21'35" | 26.00' | 40.30' | N31°05'56"E | 36.62' |
| C70 | 16°39'07" | 526.00' | 1[illegible]' | N23°34'25"W | 1[illegible]' |
| C71 | 89°40'44" | 174.00' | 2[illegible]' | N58°43'37"W | 157.57' |
| C72 | 93°13'24" | 25.00' | 41.54' | N63°43'37"E | 37.02' |
| C73 | 1°02'25" | 972.00' | 17.66' | S66°09'29"E | 17.66' |
| C74 | 6°46'04" | 226.00' | 26.71' | S63°15'13"E | 26.69' |
| C75 | 18°00'58" | 380.00' | 119.49' | S67°15'41"E | 119.01' |
| C76 | 24°01'52" | 51.00' | 20.25' | S59°56'04"E | 20.10' |
| C77 | 32°57'10" | 36.00' | 20.70' | S26°26'35"E | 20.42' |
| C78 | 16°09'12" | 226.00' | 63.90' | S01°26'01"E | 63.68' |
| C79 | 82°11'02" | 48.00' | 68.83' | N57°30'45"E | 63.08' |
| C80 | 2°07'18" | 1035.00' | 38.[illegible]' | S62°27'23"E | 38.32' |
| C81 | 90°00'00" | 25.00' | 39.[illegible]' | S44°46'55"W | 35.36' |
| C82 | 90°00'00" | 15.00' | 23.[illegible]' | N45°13'05"W | 21.21' |
| C83 | 50°34'33" | 326.00' | 287.[illegible]' | N25°08'11"E | 278.01' |
| C84 | 50°34'33" | 300.00' | 264.[illegible]' | N25°08'11"E | 256.30' |
| C85 | 50°34'33" | 274.00' | 241.[illegible]' | N25°08'11"E | 234.09' |
| C86 | 52°18'12" | 15.00' | 13.69' | S24°15'22"W | 13.21' |
| C87 | 14°32'24" | 52.00' | 13.[illegible]' | N58°23'28"E | 13.16' |
| C88 | 52°18'12" | 15.00' | 13.69' | S13°26'26"E | 13.21' |
| C89 | 52°18'12" | 15.00' | 13.69' | N65°44'48"W | 13.21' |
| C90 | 41°42'13" | 374.00' | 272.22' | S60°27'39"E | 266.29' |
| C91 | 41°42'13" | 400.00' | 291.15' | S60°27'39"E | 284.78' |
| C92 | 41°42'13" | 426.00' | 310.07' | N60°27'39"W | 303.27' |
| C93 | 11°21'12" | 374.00' | 74.11' | S66°59'22"E | 73.99' |
| C94 | 11°21'12" | 400.00' | 79.26' | S66°59'22"E | 79.13' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C95 | 11°21'12" | 426.00' | 84.41' | N66°59'22"W | 84.28' |
| C96 | 104°32'24" | 52.00' | 94.88' | S39°36'32"E | 82.29' |
| C97 | 52°18'12" | 15.00' | 13.69' | N13°26'26"W | 13.21' |
| C98 | 90°00'00" | 25.00' | 39.27' | S84°36'32"E | 35.36' |
| C99 | 90°34'33" | 326.00' | 257.[illegible]' | N25°08'11"E | 278.51' |
| C100 | 90°34'33" | 300.00' | 264.[illegible]' | N25°08'11"E | 256.30' |
| C101 | 90°34'33" | 274.00' | 241.[illegible]' | N25°08'11"E | 234.09' |
| C102 | 90°00'00" | 15.00' | 23.56' | S05°23'28"W | 21.21' |
| C103 | 90°00'00" | 15.00' | 23.56' | N84°36'32"W | 21.21' |
| C104 | 52°18'12" | 15.00' | 13.69' | S24°15'22"W | 13.21' |
| C105 | 194°32'24" | 52.00' | 176.58' | S84°36'32"E | 103.18' |
| C106 | 52°18'12" | 15.00' | 13.69' | N13°26'26"W | 13.21' |
| C107 | 90°00'00" | 40.00' | 62.83' | S84°36'32"E | 56.57' |
| C108 | 90°00'00" | 25.00' | 39.27' | S84°36'32"E | 35.36' |
| C109 | 85°52'32" | 15.00' | 22.48' | S03°20'14"W | 20.44' |
| C110 | 90°30'01" | 25.00' | 3[illegible]' | N82°51'48"E | 34.28' |
| C111 | 35°12'29" | 59.00' | 3[illegible]' | S52°11'25"E | 36[illegible]' |
| C112 | 16°48'24" | 60.00' | 1[illegible]' | N57°10'57"E | 1[illegible]' |
| C113 | 25°20'06" | 853.00' | 377.20' | N82°12'54"E | 374.[illegible]' |
| C114 | 85°20'17" | 29.00' | 41.60' | N62°44'18"W | 38.[illegible]' |
| C115 | 2°21'20" | 1015.00' | 2[illegible]' | N76°01'[illegible]E | 25.74' |
| C116 | 8°40'23" | 169.00' | 1[illegible]' | N73°20'[illegible]E | 76.01' |
| C117 | 69°41'10" | 15.00' | 37.20' | S27°49'44"W | 34.00' |
| C118 | 11°19'28" | 738.00' | 145.30' | S20°10'09"E | 145.07' |
| C119 | 16°32'41" | 734.00' | 2[illegible]' | S36°[illegible]E | 2[illegible]' |
| C120 | 67°01'46" | 15.00' | 22.78' | N72°[illegible]W | 20.60' |
| C121 | 1°22'06" | 1[illegible]' | 39.42' | S23°[illegible]E | 39.39' |
| C122 | 4°23'45" | 1[illegible]' | 80.55' | S31°23'16"E | 80.53' |
| C123 | 24°05'42" | 1[illegible]' | 2[illegible]' | N21°34'41"W | 323.84' |
| C124 | 24°51'48" | 1[illegible]' | 323.43' | N21°11'42"W | 322.69' |
| C125 | 24°00'23" | 1[illegible]' | 303.30' | N21°37'21"W | 301.13' |
| C126 | 89°14'02" | 15.00' | 23.39' | S64°06'51"E | 21.07' |
| C127 | 90°51'17" | 15.00' | 23.79' | N35°46'29"E | 21.37' |
| C128 | 18°15'29" | 1[illegible]' | 208.60' | N64°43'10"E | 207.76' |
| C129 | 32°46'29" | 1[illegible]' | 356.43' | N33°59'47"E | 351.61' |
| C130 | 25°12'20" | 1[illegible]' | 353.29' | N31°45'50"E | 349.43' |
| C131 | 32°23'12" | 1[illegible]' | 361.58' | N33°15'15"E | 356.46' |
| C132 | 10°37'46" | 1[illegible]' | 110.78' | S39°16'24"W | 110.67' |
| C133 | 16°57'16" | 2[illegible]' | 66.84' | S15°36'53"W | 66.58' |
| C134 | 10°47'54" | 1[illegible]' | 124.23' | N21°46'46"E | 124.05' |
| C135 | 41°08'12" | 15.00' | 21.56' | S57°37'18"W | 21.10' |
| C136 | 41°08'12" | 15.00' | 21.56' | S57°37'18"W | 21.10' |
| C137 | 8°21'22" | 1[illegible]' | 152.74' | S58°39'34"E | 152.60' |
| C138 | 8°21'22" | 1[illegible]' | 155.66' | S58°39'34"E | 155.52' |
| C139 | 90°00'00" | 15.00' | 23.56' | N45°11'05"W | 21.21' |
| C140 | 90°00'00" | 15.00' | 23.56' | S44°46'55"W | 21.21' |

| TYPE | QUANTITY | ACREAGE |
|---|---|---|
| SINGLE FAMILY LOTS | 190 | 22.214 ACRES |
| HOA PARKLAND, DRAINAGE EASEMENT | 4 | 36.473 ACRES |
| HOA AMENITY CENTER, COMMERCIAL LOT | 1 | 5.574 ACRES |
| ROW | NA | 11.312 ACRES |

FINAL PLAT OF

HERITAGE- DRIPPING SPRINGS- PHASE 2

BEING A TOTAL OF 75.57[illegible] ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 169.130 ACRE TRACT CONVEYED TO MS HOMES OF AUSTIN, LLC, AND TEN PRIVATE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

Kimley»Horn

10101 Reunion Place, Suite 400, San Antonio, Texas 78216 FIRM # 10194624 Tel. No. (210) 541-9166 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | SAL | JGM | 3/13/2024 | 067783118 | 5 OF 5 |

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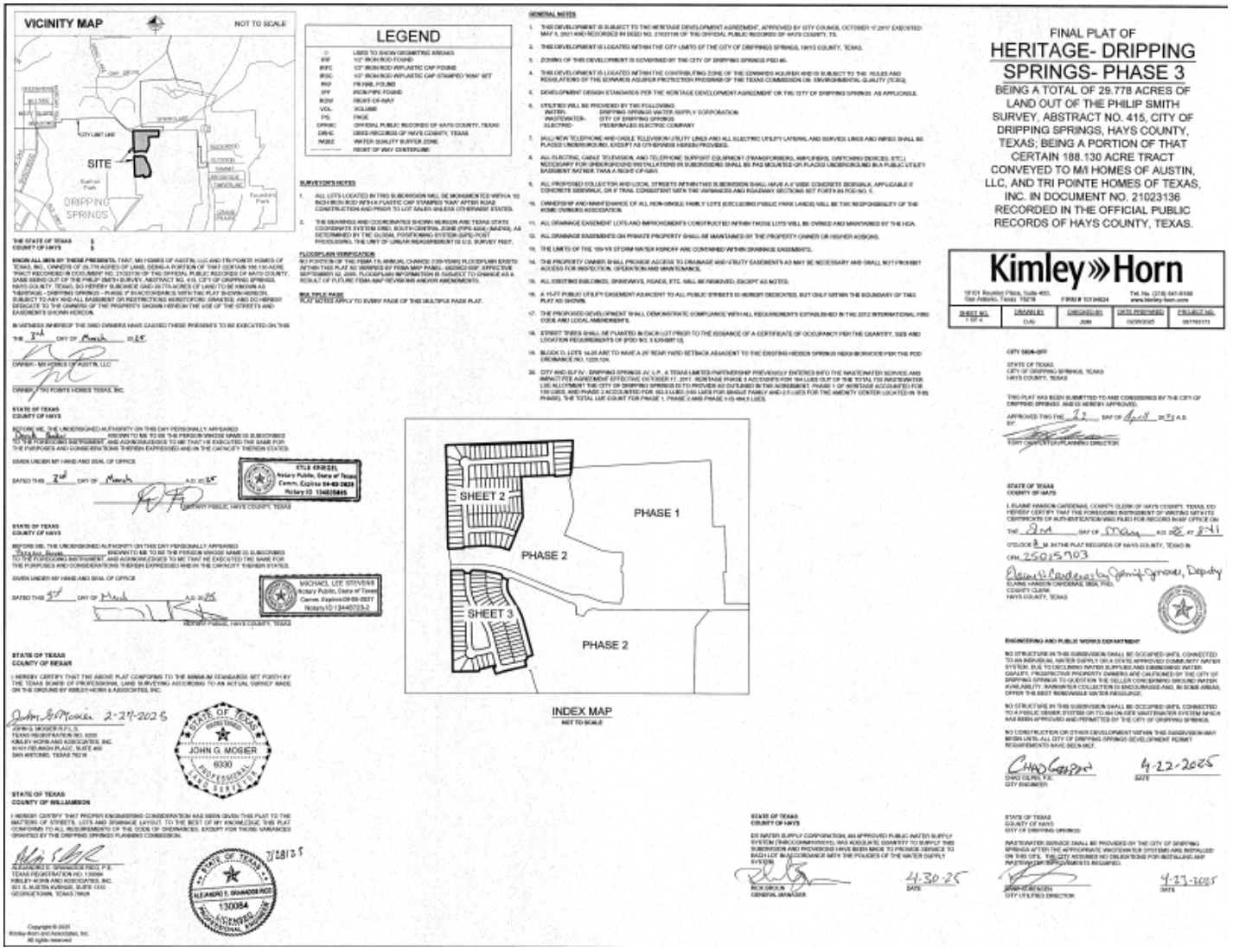
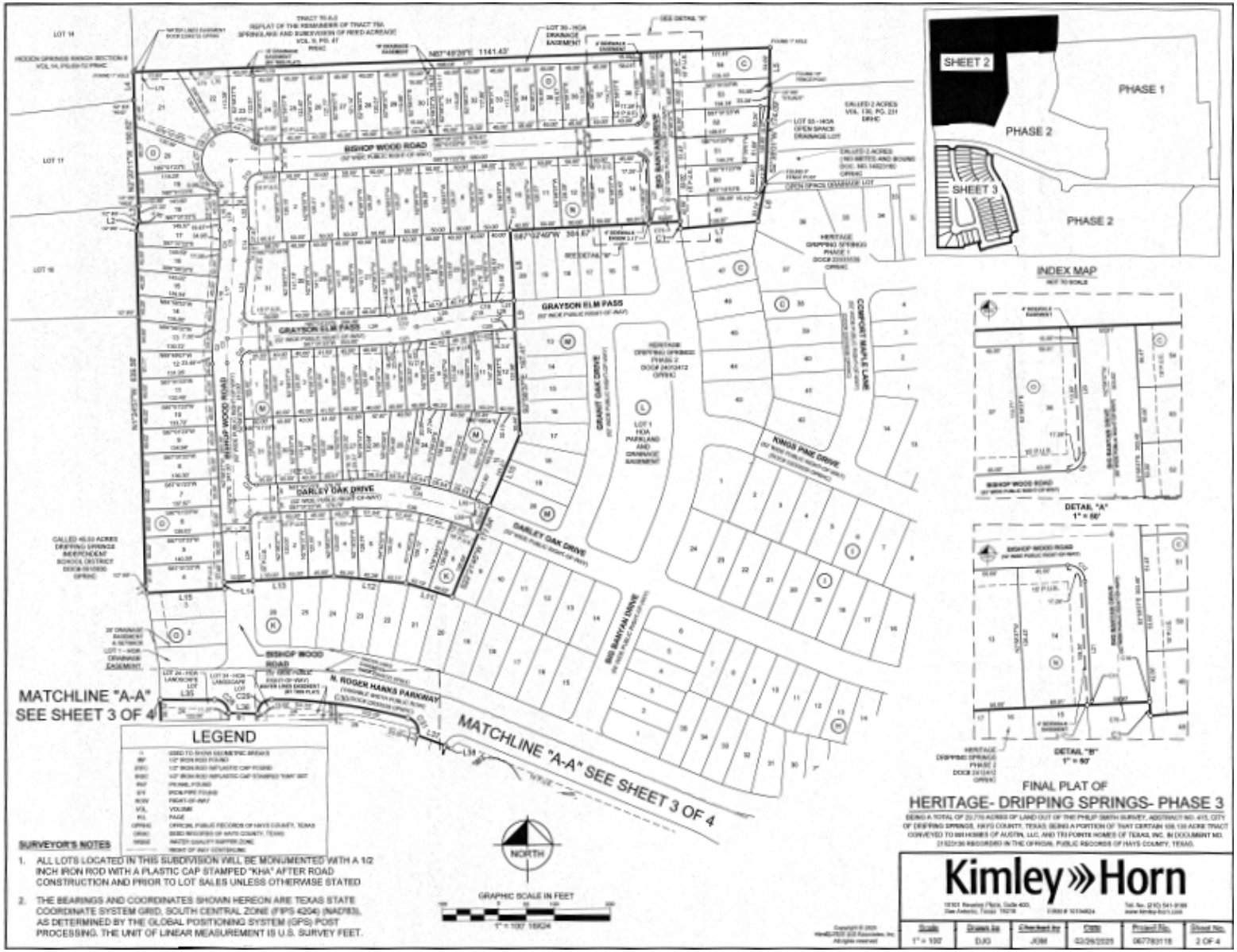
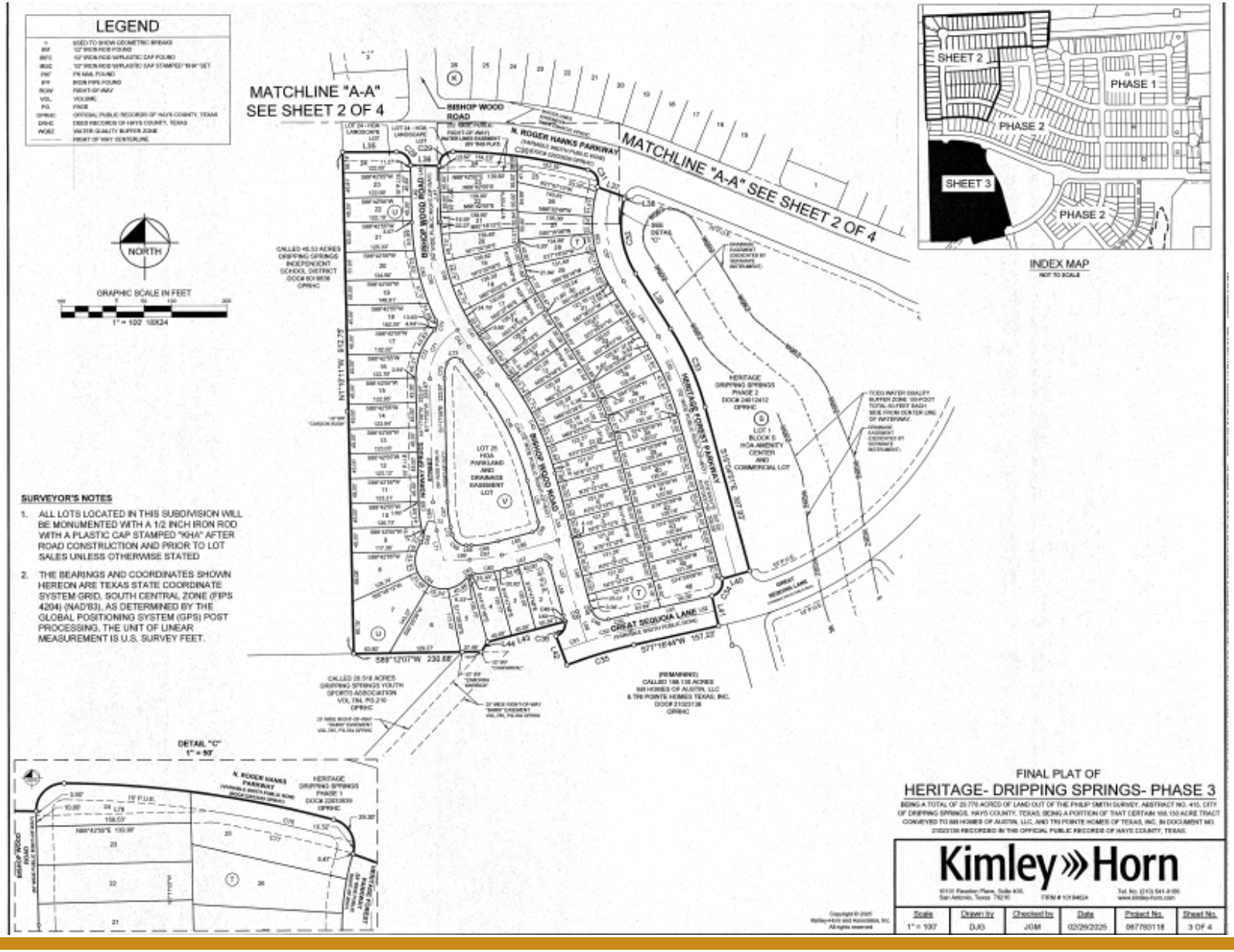
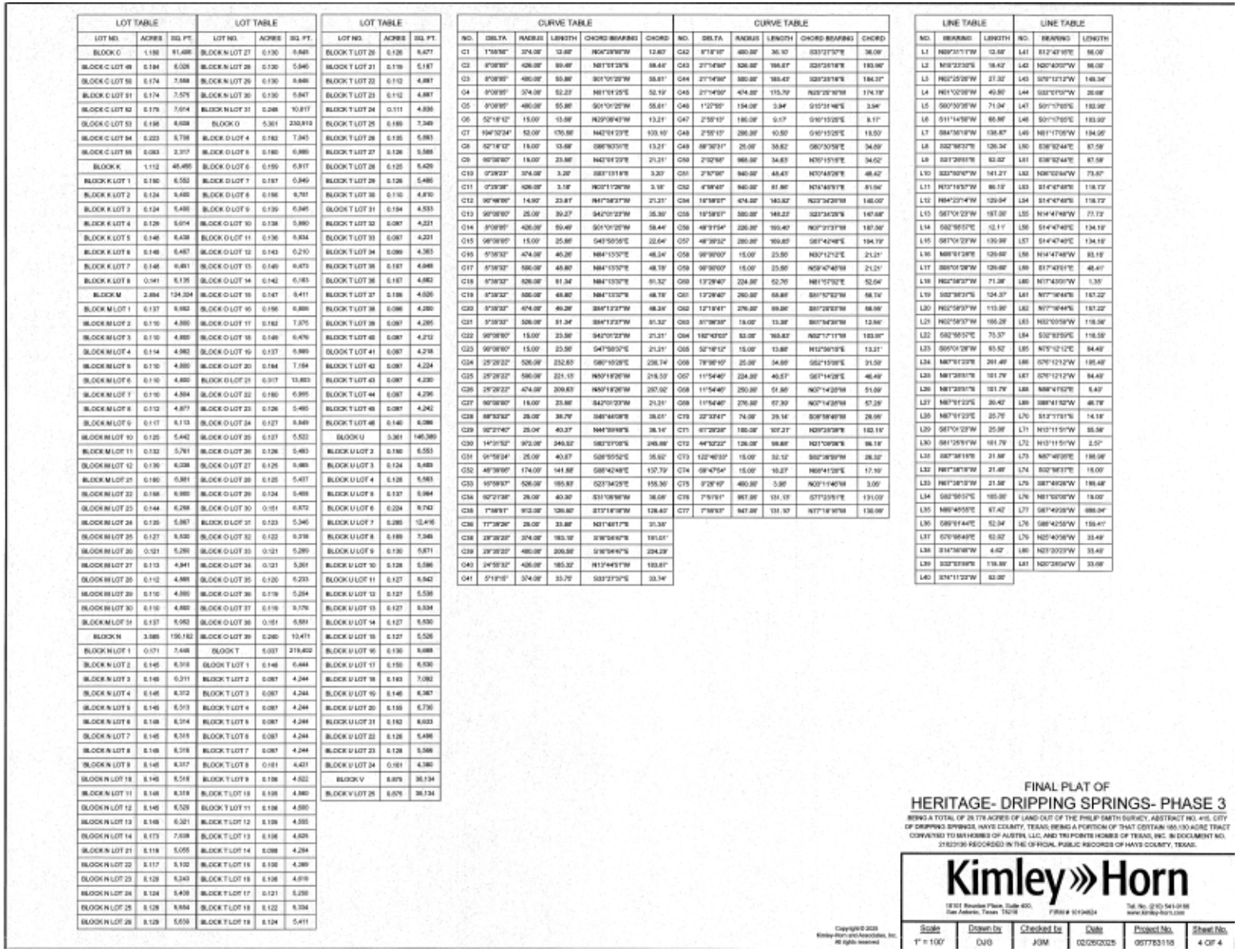
# EXHIBIT Q-3 - IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B FINAL PLAT




SHEET 2
PHASE 1
PHASE 2
SHEET 3
PHASE 2
INDEX MAP
DETAIL "A"
1" = 50'
DETAIL "B"
1" = 50'
BISHOP WOOD ROAD
GRAYSON ELM PASS
GRANT OAK DRIVE
DARLEY OAK DRIVE
KINGS PINE DRIVE
COMFORT MAPLE LANE
BIG BANYAN DRIVE
N. ROGER HANKS PARKWAY
MATCHLINE "A-A"
SEE SHEET 3 OF 4
MATCHLINE "A-A" SEE SHEET 3 OF 4
LEGEND
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" AFTER ROAD CONSTRUCTION AND PRIOR TO LOT SALES UNLESS OTHERWISE STATED
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
NORTH
GRAPHIC SCALE IN FEET
1" = 100' 100GH
FINAL PLAT OF
HERITAGE- DRIPPING SPRINGS- PHASE 3
Kimley»Horn
Scale 1" = 100'
Drawn by DJG
Checked by JGM
Date 02/26/2025
Project No. 067783116
Sheet No. 2 OF 4


LEGEND
MATCHLINE "A-A" SEE SHEET 2 OF 4
MATCHLINE "A-A" SEE SHEET 2 OF 4
BISHOP WOOD ROAD
N. ROGER HANKS PARKWAY
HERITAGE FOREST PARKWAY
GREAT SEQUOIA LANE
NORTH
GRAPHIC SCALE IN FEET
1" = 100'
SHEET 2
PHASE 1
PHASE 2
SHEET 3
PHASE 2
INDEX MAP
NOT TO SCALE
SURVEYOR'S NOTES
1. ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" AFTER ROAD CONSTRUCTION AND PRIOR TO LOT SALES UNLESS OTHERWISE STATED
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
DETAIL "C"
1" = 50'
FINAL PLAT OF
HERITAGE- DRIPPING SPRINGS- PHASE 3
Kimley»Horn
Scale 1" = 100'
Drawn by DJG
Checked by JGM
Date 02/26/2025
Project No. 067783118
Sheet No. 3 OF 4



| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK C | 1.158 | 91,486 |
| BLOCK C LOT 49 | 0.184 | 8,026 |
| BLOCK C LOT 50 | 0.174 | 7,588 |
| BLOCK C LOT 51 | 0.174 | 7,575 |
| BLOCK C LOT 52 | 0.179 | 7,814 |
| BLOCK C LOT 53 | 0.196 | 8,538 |
| BLOCK C LOT 54 | 0.223 | 9,708 |
| BLOCK C LOT 55 | 0.093 | 2,317 |
| BLOCK K | 1.112 | 48,466 |
| BLOCK K LOT 1 | 0.150 | 6,552 |
| BLOCK K LOT 2 | 0.124 | 5,400 |
| BLOCK K LOT 3 | 0.124 | 5,400 |
| BLOCK K LOT 4 | 0.129 | 5,614 |
| BLOCK K LOT 5 | 0.148 | 6,438 |
| BLOCK K LOT 6 | 0.148 | 6,467 |
| BLOCK K LOT 7 | 0.148 | 6,461 |
| BLOCK K LOT 8 | 0.141 | 6,135 |
| BLOCK M | 2.884 | 124,204 |
| BLOCK M LOT 1 | 0.137 | 5,952 |
| BLOCK M LOT 2 | 0.110 | 4,800 |
| BLOCK M LOT 3 | 0.110 | 4,800 |
| BLOCK M LOT 4 | 0.114 | 4,962 |
| BLOCK M LOT 5 | 0.110 | 4,800 |
| BLOCK M LOT 6 | 0.110 | 4,800 |
| BLOCK M LOT 7 | 0.110 | 4,884 |
| BLOCK M LOT 8 | 0.112 | 4,877 |
| BLOCK M LOT 9 | 0.117 | 5,113 |
| BLOCK M LOT 10 | 0.125 | 5,442 |
| BLOCK M LOT 11 | 0.122 | 5,761 |
| BLOCK M LOT 12 | 0.139 | 6,038 |
| BLOCK M LOT 21 | 0.160 | 6,981 |
| BLOCK M LOT 22 | 0.158 | 6,880 |
| BLOCK M LOT 23 | 0.144 | 6,268 |
| BLOCK M LOT 24 | 0.135 | 5,887 |
| BLOCK M LOT 25 | 0.127 | 5,530 |
| BLOCK M LOT 26 | 0.121 | 5,269 |
| BLOCK M LOT 27 | 0.113 | 4,941 |
| BLOCK M LOT 28 | 0.112 | 4,866 |
| BLOCK M LOT 29 | 0.110 | 4,800 |
| BLOCK M LOT 30 | 0.110 | 4,800 |
| BLOCK M LOT 31 | 0.137 | 5,962 |
| BLOCK N | 3.588 | 156,182 |
| BLOCK N LOT 1 | 0.171 | 7,448 |
| BLOCK N LOT 2 | 0.145 | 6,318 |
| BLOCK N LOT 3 | 0.149 | 6,511 |
| BLOCK N LOT 4 | 0.145 | 6,312 |
| BLOCK N LOT 5 | 0.145 | 6,313 |
| BLOCK N LOT 6 | 0.149 | 6,514 |
| BLOCK N LOT 7 | 0.145 | 6,316 |
| BLOCK N LOT 8 | 0.149 | 6,516 |
| BLOCK N LOT 9 | 0.145 | 6,317 |
| BLOCK N LOT 10 | 0.145 | 6,318 |
| BLOCK N LOT 11 | 0.145 | 6,318 |
| BLOCK N LOT 12 | 0.145 | 6,328 |
| BLOCK N LOT 13 | 0.149 | 6,321 |
| BLOCK N LOT 14 | 0.173 | 7,539 |
| BLOCK N LOT 21 | 0.118 | 5,055 |
| BLOCK N LOT 22 | 0.117 | 5,102 |
| BLOCK N LOT 23 | 0.128 | 5,243 |
| BLOCK N LOT 24 | 0.124 | 5,409 |
| BLOCK N LOT 25 | 0.128 | 5,554 |
| BLOCK N LOT 26 | 0.129 | 5,639 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK N LOT 27 | 0.130 | 5,665 |
| BLOCK N LOT 28 | 0.130 | 5,646 |
| BLOCK N LOT 29 | 0.130 | 5,646 |
| BLOCK N LOT 30 | 0.130 | 5,647 |
| BLOCK N LOT 31 | 0.248 | 10,817 |
| BLOCK O | 5.301 | 230,910 |
| BLOCK O LOT 4 | 0.162 | 7,045 |
| BLOCK O LOT 5 | 0.160 | 6,986 |
| BLOCK O LOT 6 | 0.159 | 6,917 |
| BLOCK O LOT 7 | 0.157 | 6,849 |
| BLOCK O LOT 8 | 0.156 | 6,791 |
| BLOCK O LOT 9 | 0.139 | 6,045 |
| BLOCK O LOT 10 | 0.138 | 5,990 |
| BLOCK O LOT 11 | 0.136 | 5,934 |
| BLOCK O LOT 12 | 0.143 | 6,210 |
| BLOCK O LOT 13 | 0.149 | 6,473 |
| BLOCK O LOT 14 | 0.142 | 6,183 |
| BLOCK O LOT 15 | 0.147 | 6,411 |
| BLOCK O LOT 16 | 0.156 | 6,806 |
| BLOCK O LOT 17 | 0.162 | 7,075 |
| BLOCK O LOT 18 | 0.149 | 6,476 |
| BLOCK O LOT 19 | 0.137 | 5,980 |
| BLOCK O LOT 20 | 0.184 | 7,994 |
| BLOCK O LOT 21 | 0.317 | 13,803 |
| BLOCK O LOT 22 | 0.160 | 6,995 |
| BLOCK O LOT 23 | 0.126 | 5,495 |
| BLOCK O LOT 24 | 0.127 | 5,549 |
| BLOCK O LOT 25 | 0.127 | 5,532 |
| BLOCK O LOT 26 | 0.126 | 5,493 |
| BLOCK O LOT 27 | 0.125 | 5,465 |
| BLOCK O LOT 28 | 0.125 | 5,457 |
| BLOCK O LOT 29 | 0.124 | 5,409 |
| BLOCK O LOT 30 | 0.151 | 6,572 |
| BLOCK O LOT 31 | 0.123 | 5,346 |
| BLOCK O LOT 32 | 0.123 | 5,378 |
| BLOCK O LOT 33 | 0.121 | 5,289 |
| BLOCK O LOT 34 | 0.121 | 5,261 |
| BLOCK O LOT 35 | 0.120 | 5,233 |
| BLOCK O LOT 36 | 0.119 | 5,204 |
| BLOCK O LOT 37 | 0.119 | 5,176 |
| BLOCK O LOT 38 | 0.151 | 6,591 |
| BLOCK O LOT 39 | 0.240 | 10,471 |
| BLOCK T | 5.037 | 219,402 |
| BLOCK T LOT 1 | 0.146 | 6,344 |
| BLOCK T LOT 2 | 0.097 | 4,244 |
| BLOCK T LOT 3 | 0.097 | 4,244 |
| BLOCK T LOT 4 | 0.097 | 4,244 |
| BLOCK T LOT 5 | 0.097 | 4,244 |
| BLOCK T LOT 6 | 0.097 | 4,244 |
| BLOCK T LOT 7 | 0.097 | 4,244 |
| BLOCK T LOT 8 | 0.101 | 4,431 |
| BLOCK T LOT 9 | 0.106 | 4,622 |
| BLOCK T LOT 10 | 0.101 | 4,394 |
| BLOCK T LOT 11 | 0.106 | 4,590 |
| BLOCK T LOT 12 | 0.106 | 4,595 |
| BLOCK T LOT 13 | 0.106 | 4,626 |
| BLOCK T LOT 14 | 0.098 | 4,284 |
| BLOCK T LOT 15 | 0.100 | 4,369 |
| BLOCK T LOT 16 | 0.106 | 4,619 |
| BLOCK T LOT 17 | 0.121 | 5,256 |
| BLOCK T LOT 18 | 0.122 | 5,334 |
| BLOCK T LOT 19 | 0.124 | 5,411 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK T LOT 20 | 0.126 | 5,477 |
| BLOCK T LOT 21 | 0.119 | 5,187 |
| BLOCK T LOT 22 | 0.112 | 4,887 |
| BLOCK T LOT 23 | 0.112 | 4,887 |
| BLOCK T LOT 24 | 0.111 | 4,836 |
| BLOCK T LOT 25 | 0.169 | 7,349 |
| BLOCK T LOT 26 | 0.135 | 5,883 |
| BLOCK T LOT 27 | 0.126 | 5,488 |
| BLOCK T LOT 28 | 0.125 | 5,429 |
| BLOCK T LOT 29 | 0.126 | 5,486 |
| BLOCK T LOT 30 | 0.110 | 4,810 |
| BLOCK T LOT 31 | 0.104 | 4,533 |
| BLOCK T LOT 32 | 0.097 | 4,221 |
| BLOCK T LOT 33 | 0.097 | 4,221 |
| BLOCK T LOT 34 | 0.099 | 4,303 |
| BLOCK T LOT 35 | 0.107 | 4,648 |
| BLOCK T LOT 36 | 0.107 | 4,662 |
| BLOCK T LOT 37 | 0.106 | 4,626 |
| BLOCK T LOT 38 | 0.096 | 4,200 |
| BLOCK T LOT 39 | 0.097 | 4,295 |
| BLOCK T LOT 40 | 0.097 | 4,212 |
| BLOCK T LOT 41 | 0.097 | 4,216 |
| BLOCK T LOT 42 | 0.097 | 4,224 |
| BLOCK T LOT 43 | 0.097 | 4,230 |
| BLOCK T LOT 44 | 0.097 | 4,236 |
| BLOCK T LOT 45 | 0.097 | 4,242 |
| BLOCK T LOT 46 | 0.140 | 6,086 |
| BLOCK U | 3.361 | 146,389 |
| BLOCK U LOT 2 | 0.150 | 6,553 |
| BLOCK U LOT 3 | 0.124 | 5,400 |
| BLOCK U LOT 4 | 0.128 | 5,583 |
| BLOCK U LOT 5 | 0.127 | 5,564 |
| BLOCK U LOT 6 | 0.224 | 9,743 |
| BLOCK U LOT 7 | 0.285 | 12,416 |
| BLOCK U LOT 8 | 0.169 | 7,348 |
| BLOCK U LOT 9 | 0.130 | 5,671 |
| BLOCK U LOT 10 | 0.128 | 5,586 |
| BLOCK U LOT 11 | 0.127 | 5,542 |
| BLOCK U LOT 12 | 0.127 | 5,536 |
| BLOCK U LOT 13 | 0.127 | 5,534 |
| BLOCK U LOT 14 | 0.127 | 5,530 |
| BLOCK U LOT 15 | 0.127 | 5,526 |
| BLOCK U LOT 16 | 0.130 | 5,668 |
| BLOCK U LOT 17 | 0.150 | 6,530 |
| BLOCK U LOT 18 | 0.163 | 7,092 |
| BLOCK U LOT 19 | 0.146 | 6,367 |
| BLOCK U LOT 20 | 0.155 | 6,736 |
| BLOCK U LOT 21 | 0.152 | 6,633 |
| BLOCK U LOT 22 | 0.126 | 5,486 |
| BLOCK U LOT 23 | 0.128 | 5,566 |
| BLOCK U LOT 24 | 0.161 | 4,360 |
| BLOCK V | 0.879 | 38,134 |
| BLOCK V LOT 26 | 0.876 | 38,134 |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 1°58'56" | 374.00' | 12.95' | N56°28'56"W | 12.95' |
| C2 | 8°08'55" | 426.00' | 59.46' | N51°01'28"E | 59.46' |
| C3 | 8°08'55" | 480.00' | 55.86' | S51°01'28"W | 55.81' |
| C4 | 8°08'55" | 374.00' | 52.23' | N51°01'25"E | 52.19' |
| C5 | 8°08'55" | 480.00' | 55.86' | S51°01'25"W | 55.81' |
| C6 | 52°18'12" | 15.00' | 13.69' | N29°08'43"W | 13.21' |
| C7 | 194°37'24" | 52.00' | 176.66' | N42°01'23"E | 103.19' |
| C8 | 52°18'12" | 15.00' | 13.69' | S66°50'31"E | 13.21' |
| C9 | 90°00'00" | 15.00' | 23.56' | N42°01'23"E | 21.21' |
| C10 | 0°28'23" | 374.00' | 3.09' | S33°13'11"E | 3.09' |
| C11 | 0°28'23" | 426.00' | 3.18' | N33°13'11"W | 3.18' |
| C12 | 90°08'06" | 14.90' | 23.87' | N41°58'21"W | 21.31' |
| C13 | 90°08'06" | 25.00' | 39.27' | S42°01'23"W | 35.36' |
| C14 | 8°08'55" | 426.00' | 59.46' | S51°01'25"W | 59.44' |
| C15 | 90°08'06" | 15.00' | 25.86' | S45°56'56"E | 22.64' |
| C16 | 5°36'32" | 474.00' | 46.26' | N84°13'57"E | 46.24' |
| C17 | 5°36'32" | 580.00' | 56.60' | N84°13'57"E | 56.59' |
| C18 | 5°36'32" | 526.00' | 51.34' | N84°13'57"E | 51.32' |
| C19 | 5°36'32" | 580.00' | 56.60' | N84°13'57"E | 56.59' |
| C20 | 5°36'32" | 474.00' | 46.26' | S84°13'57"W | 46.24' |
| C21 | 5°36'32" | 526.00' | 51.34' | S84°13'57"W | 51.32' |
| C22 | 90°08'06" | 15.00' | 23.56' | S42°01'23"W | 21.21' |
| C23 | 90°08'06" | 15.00' | 23.56' | S47°58'57"E | 21.21' |
| C24 | 25°28'23" | 526.00' | 232.83 | S80°16'28"E | 230.74' |
| C25 | 25°28'23" | 580.00' | 221.15 | N80°16'28"W | 219.53' |
| C26 | 25°28'23" | 474.00' | 209.83 | N80°16'28"W | 207.92' |
| C27 | 90°08'06" | 15.00' | 23.56' | S42°01'23"W | 21.21' |
| C28 | 88°53'52" | 28.00' | 38.79' | S46°44'08"E | 35.01' |
| C29 | 90°21'40" | 25.04' | 40.37' | N44°39'48"E | 36.16' |
| C30 | 14°31'52" | 972.00' | 246.52' | S82°51'06"E | 245.89' |
| C31 | 04°58'24" | 25.00' | 40.67' | S26°55'52"E | 35.92' |
| C32 | 46°39'06" | 174.00' | 141.66' | S66°42'48"E | 137.79' |
| C33 | 16°58'53" | 526.00' | 155.83' | S23°34'25"E | 155.30' |
| C34 | 90°21'40" | 25.00' | 40.30' | S31°06'08"W | 36.08' |
| C35 | 7°36'51" | 972.00' | 129.02' | S73°18'18"W | 128.93' |
| C36 | 77°38'26" | 28.00' | 33.88' | N31°48'17"E | 31.38' |
| C37 | 23°26'23" | 374.00' | 153.10' | S78°56'40"E | 151.01' |
| C38 | 23°26'23" | 480.00' | 200.00' | S78°56'40"E | 204.29' |
| C40 | 24°55'32" | 426.00' | 185.32' | N12°44'51"W | 183.87' |
| C41 | 5°18'15" | 374.00' | 33.70' | S03°27'37"E | 33.74' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C42 | 5°18'15" | 480.00' | 36.10' | S03°27'37"E | 36.09' |
| C43 | 27°14'56" | 526.00' | 186.67' | S20°28'18"E | 185.66' |
| C44 | 27°14'56" | 580.00' | 165.43' | S20°28'18"E | 164.91' |
| C45 | 27°14'56" | 474.00' | 175.79' | N20°28'18"W | 174.79' |
| C46 | 1°22'55" | 154.00' | 3.84' | S15°31'46"E | 3.84' |
| C47 | 2°58'15" | 186.00' | 9.67' | S16°15'25"E | 9.67' |
| C48 | 2°58'15" | 286.00' | 10.50' | S16°15'25"E | 10.50' |
| C49 | 88°36'31" | 25.00' | 38.82' | S80°30'58"E | 34.69' |
| C50 | 2°02'56" | 966.00' | 34.63' | N76°15'15"E | 34.62' |
| C51 | 2°57'09" | 940.00' | 48.43' | N70°48'28"E | 48.42' |
| C52 | 4°38'40" | 940.00' | 81.86' | N74°46'51"E | 81.84' |
| C54 | 16°38'07" | 474.00' | 140.82' | N23°34'28"W | 140.33' |
| C55 | 19°58'07" | 580.00' | 148.23' | S23°34'28"E | 147.88' |
| C56 | 48°31'54" | 226.00' | 191.40' | N30°31'31"W | 185.66' |
| C57 | 48°39'32" | 280.00' | 159.05' | S61°42'48"E | 154.19' |
| C58 | 90°00'00" | 15.00' | 23.56' | N50°12'12"E | 21.21' |
| C59 | 90°00'00" | 15.00' | 23.56' | N39°47'48"W | 21.21' |
| C60 | 13°28'40" | 224.00' | 52.70' | N81°57'52"E | 52.64' |
| C61 | 13°28'40" | 280.00' | 65.88' | S81°57'52"W | 65.74' |
| C62 | 12°19'41" | 276.00' | 59.39' | S81°28'03"W | 59.28' |
| C63 | 51°36'35" | 15.00' | 13.38' | S61°34'30"W | 12.94' |
| C64 | 192°43'03" | 52.00' | 168.63' | N52°17'11"W | 103.97' |
| C65 | 52°18'12" | 15.00' | 13.69' | N12°39'03"E | 13.21' |
| C66 | 78°36'10" | 25.00' | 34.60' | S62°15'39"E | 31.92' |
| C67 | 11°54'46" | 224.00' | 46.57' | S67°14'28"E | 46.49' |
| C68 | 11°54'46" | 250.00' | 51.96' | N67°14'28"W | 51.89' |
| C69 | 11°54'46" | 276.00' | 57.39' | N67°14'28"W | 57.28' |
| C73 | 22°33'47" | 74.00' | 29.14' | S08°58'46"W | 28.95' |
| C71 | 61°29'26" | 180.00' | 107.61' | N39°28'28"E | 102.55' |
| C72 | 44°32'22" | 126.00' | 98.00' | N31°09'28"E | 95.58' |
| C73 | 122°46'03" | 15.00' | 32.12' | S62°38'59"W | 26.32' |
| C74 | 68°47'54" | 15.00' | 18.01' | N68°41'28"E | 17.16' |
| C75 | 9°28'10" | 480.00' | 3.96' | N03°11'46"W | 3.95' |
| C76 | 7°51'51" | 967.00' | 131.15' | S77°23'51"E | 131.05' |
| C77 | 7°56'53" | 947.00' | 131.30' | N77°18'16"W | 130.99' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N89°31'17"W | 12.56' |
| L2 | N19°23'32"E | 18.42' |
| L3 | N62°25'28"W | 27.32' |
| L4 | N61°02'08"W | 49.80' |
| L5 | S60°50'26"W | 71.04' |
| L6 | S11°14'58"W | 66.86' |
| L7 | S84°36'18"W | 106.87' |
| L8 | S32°56'37"E | 126.34' |
| L9 | S31°29'01"E | 82.32' |
| L10 | S33°55'07"W | 161.27' |
| L11 | N73°16'57"W | 86.15' |
| L12 | N84°23'14"W | 129.94' |
| L13 | S67°01'23"W | 157.09' |
| L14 | S82°56'37"E | 12.11' |
| L15 | S67°01'23"W | 139.99' |
| L16 | N89°51'28"E | 129.60' |
| L17 | S67°01'23"W | 129.60' |
| L18 | N62°58'37"W | 71.38' |
| L19 | S82°36'37"E | 124.37' |
| L20 | N62°58'37"W | 113.99' |
| L21 | N62°58'37"W | 166.28' |
| L22 | S82°56'37"E | 75.37' |
| L23 | S65°04'28"W | 65.52' |
| L24 | N67°01'23"E | 261.49' |
| L25 | N61°28'01"E | 151.79' |
| L26 | N61°28'01"E | 151.79' |
| L27 | N67°01'23"E | 39.42' |
| L28 | N67°01'23"E | 25.75' |
| L29 | S67°01'23"W | 25.98' |
| L30 | S61°25'59"W | 151.79' |
| L31 | S67°38'16"E | 21.98' |
| L32 | N67°38'16"W | 21.98' |
| L33 | N67°38'16"W | 21.98' |
| L34 | S82°56'37"E | 165.98' |
| L35 | N89°46'55"E | 57.42' |
| L36 | S89°01'44"E | 52.94' |
| L37 | S76°56'49"E | 63.92' |
| L38 | S14°36'08"W | 4.42' |
| L39 | S32°53'59"E | 116.55' |
| L40 | S76°11'23"W | 52.05' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L41 | S12°43'16"E | 56.09' |
| L42 | N20°43'00"W | 56.09' |
| L43 | S76°12'12"W | 149.34' |
| L44 | S32°01'07"W | 20.09' |
| L45 | S01°17'05"E | 182.99' |
| L46 | S01°17'05"E | 183.99' |
| L47 | N81°17'05"W | 194.99' |
| L48 | S36°52'44"E | 87.58' |
| L49 | S36°52'44"E | 87.58' |
| L50 | N36°52'44"W | 73.87' |
| L51 | S14°47'48"E | 118.73' |
| L52 | S14°47'48"E | 118.73' |
| L53 | N14°47'48"W | 73.73' |
| L54 | S14°47'48"E | 134.19' |
| L55 | S14°47'48"E | 134.19' |
| L56 | N14°47'48"W | 83.19' |
| L57 | S17°47'01"E | 48.41' |
| L58 | N17°43'01"W | 1.35' |
| L59 | N27°16'44"E | 187.22' |
| L60 | N27°16'44"E | 187.22' |
| L61 | N32°00'58"W | 118.56' |
| L62 | S32°52'59"E | 118.56' |
| L63 | N75°12'12"E | 84.48' |
| L64 | S76°12'12"W | 195.48' |
| L65 | S76°12'12"W | 84.48' |
| L66 | N89°41'52"E | 5.43' |
| L67 | S89°41'52"W | 46.78' |
| L68 | S13°11'51"E | 14.18' |
| L69 | N13°11'51"W | 55.56' |
| L70 | N13°11'51"W | 2.57' |
| L71 | S87°48'08"W | 196.98' |
| L72 | S87°48'08"W | 196.98' |
| L73 | N87°48'08"E | 18.00' |
| L74 | S02°56'37"E | 18.00' |
| L75 | S87°48'08"W | 196.48' |
| L76 | N81°00'08"W | 18.00' |
| L77 | S87°48'08"W | 686.04' |
| L78 | S88°42'58"W | 159.41' |
| L79 | N25°40'38"W | 33.48' |
| L80 | N23°30'23"W | 33.48' |
| L81 | N20°28'04"W | 33.68' |

FINAL PLAT OF

# HERITAGE- DRIPPING SPRINGS- PHASE 3

BEING A TOTAL OF 26.178 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 416, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 186.130 ACRE TRACT CONVEYED TO MHI HOMES OF AUSTIN, LLC, AND TRI POINTE HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023130 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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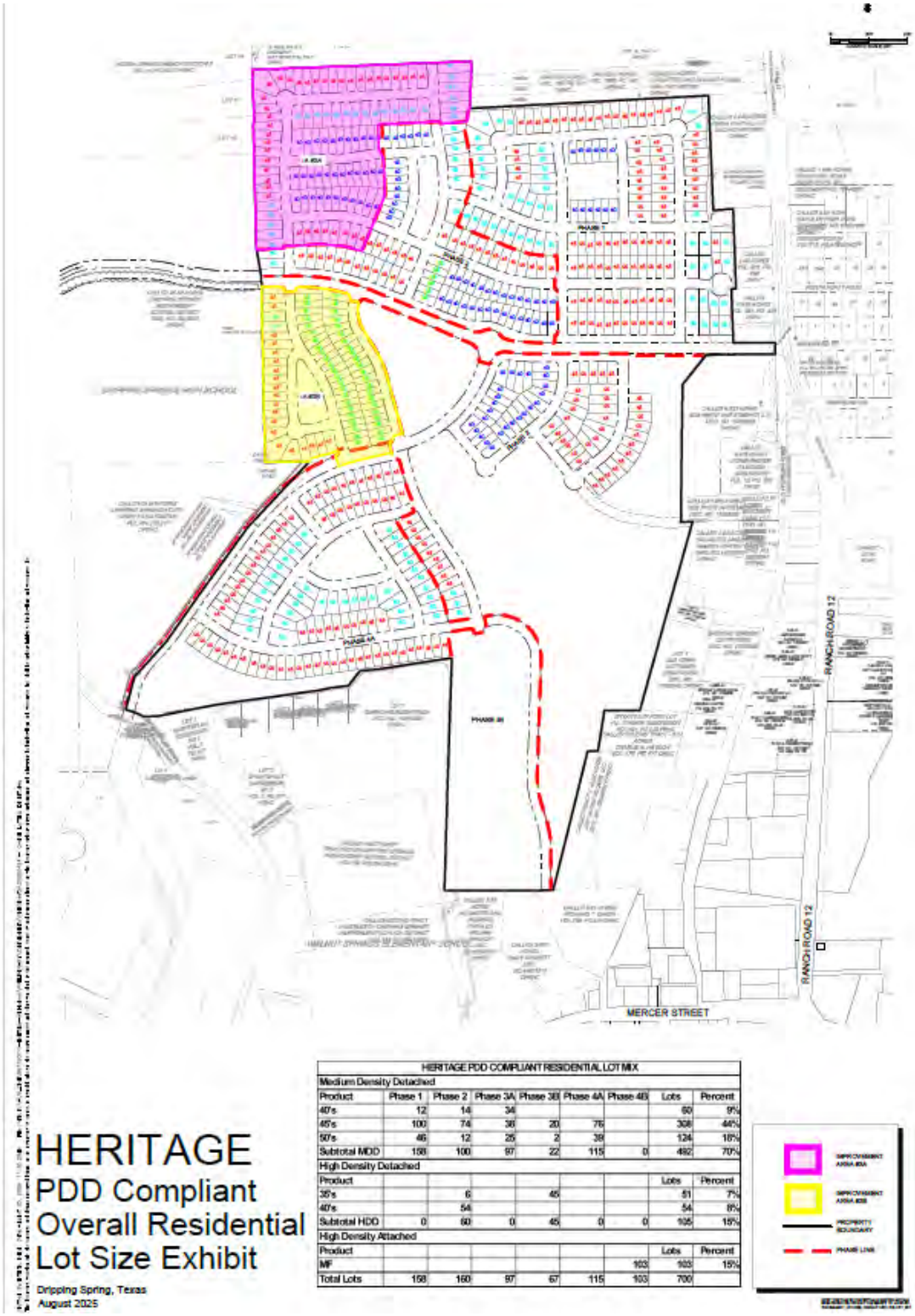
Kimley»Horn

10101 Reunion Place, Suite 400, San Antonio, Texas 78216 — FIRM # 10194824 — Tel. No. (210) 541-9166 — www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JSM | 02/25/2025 | 067783116 | 4 OF 4 |

# EXHIBIT R – LOT TYPE CLASSIFICATION MAP




HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX

| Medium Density Detached | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Product | Phase 1 | Phase 2 | Phase 3A | Phase 3B | Phase 4A | Phase 4B | Lots | Percent |
| 40's | 12 | 14 | 34 | | | | 60 | 9% |
| 45's | 100 | 74 | 38 | 20 | 76 | | 308 | 44% |
| 50's | 46 | 12 | 25 | 2 | 39 | | 124 | 18% |
| Subtotal MDD | 158 | 100 | 97 | 22 | 115 | 0 | 492 | 70% |
| High Density Detached | | | | | | | | |
| Product | | | | | | | Lots | Percent |
| 35's | | 6 | | 45 | | | 51 | 7% |
| 40's | | 54 | | | | | 54 | 8% |
| Subtotal HDD | 0 | 60 | 0 | 45 | 0 | 0 | 105 | 15% |
| High Density Attached | | | | | | | | |
| Product | | | | | | | Lots | Percent |
| MF | | | | | | 103 | 103 | 15% |
| Total Lots | 158 | 160 | 97 | 67 | 115 | 103 | 700 | |

# EXHIBIT S – MAP OF MAJOR IMPROVEMENTS

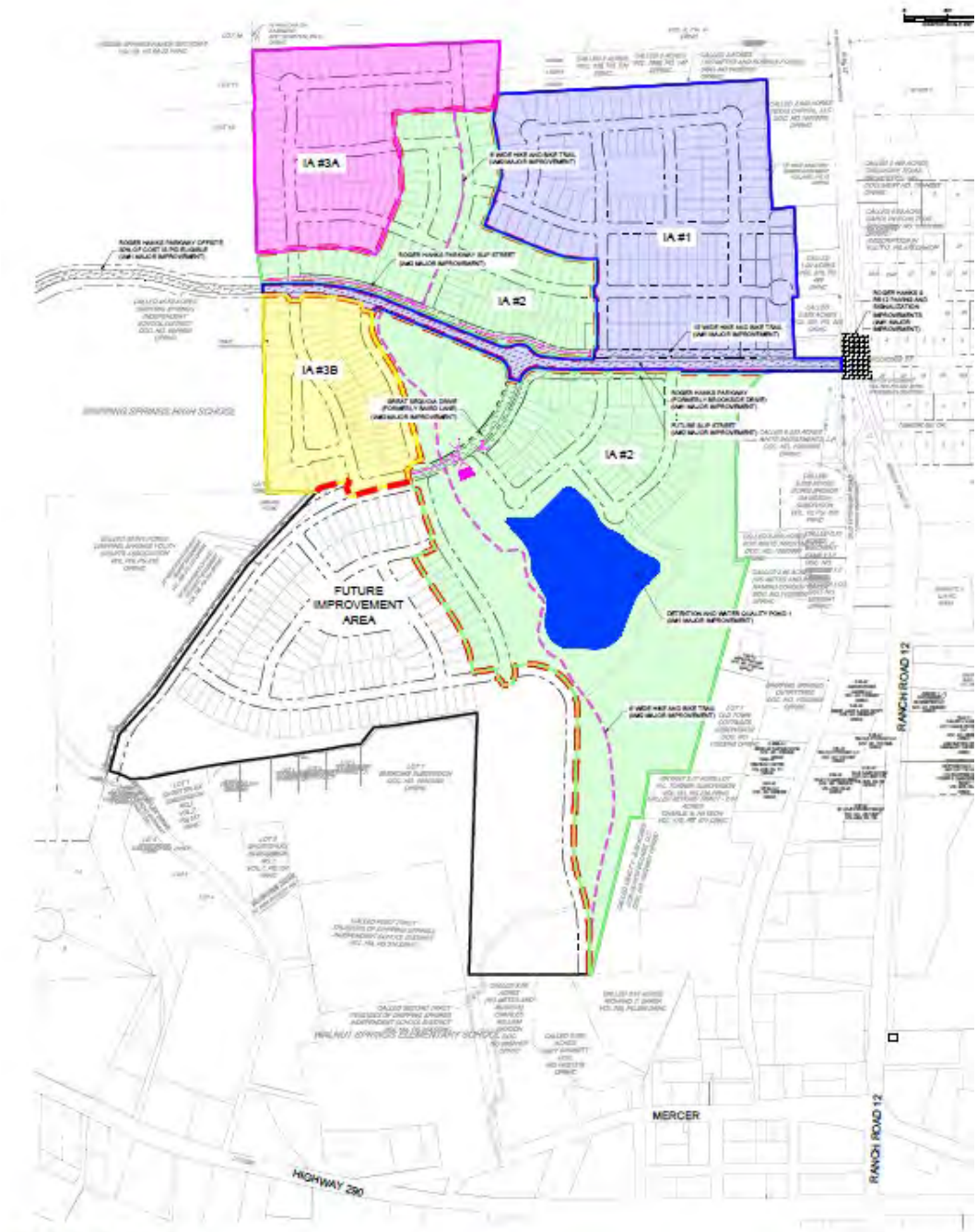
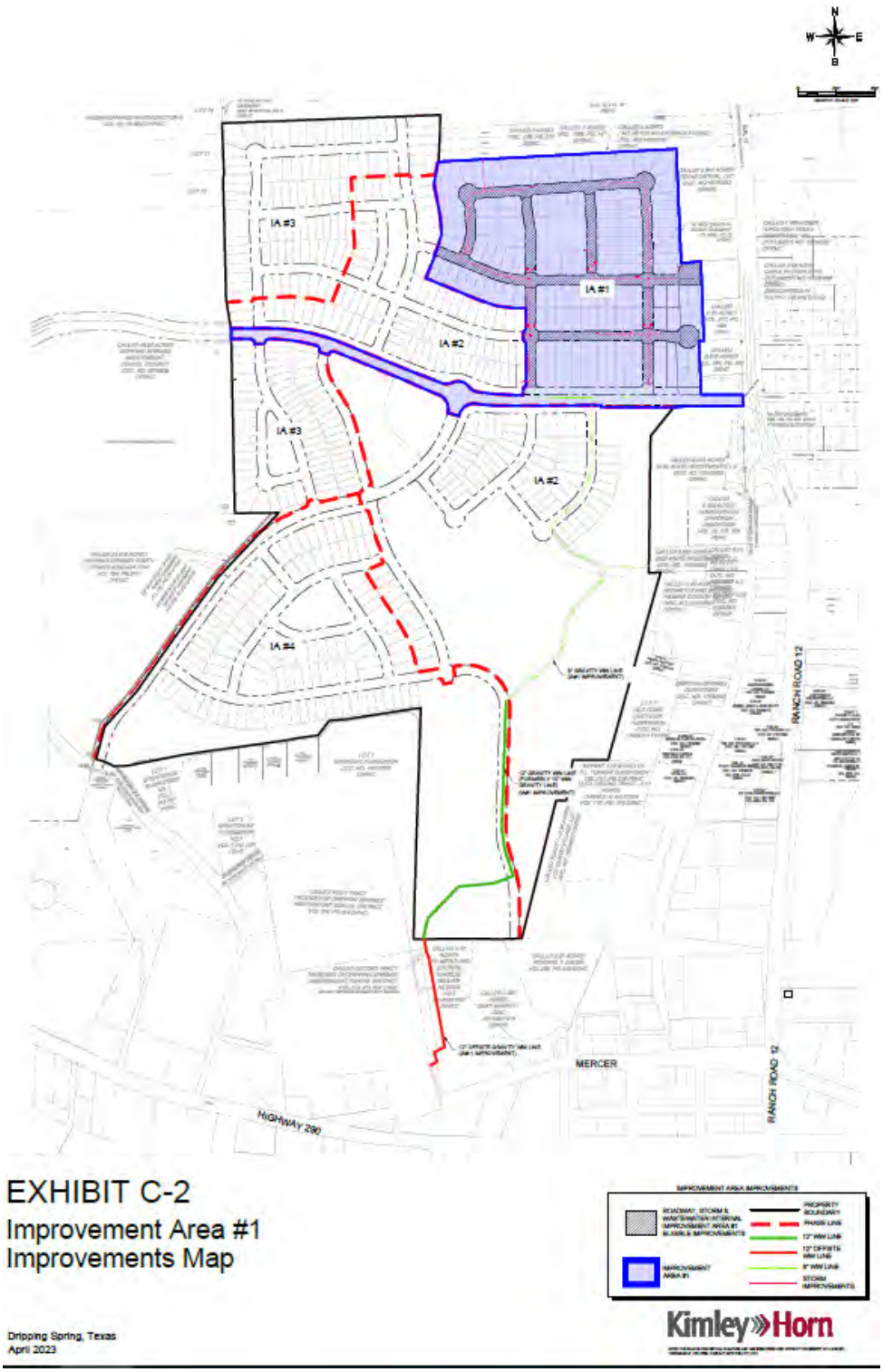
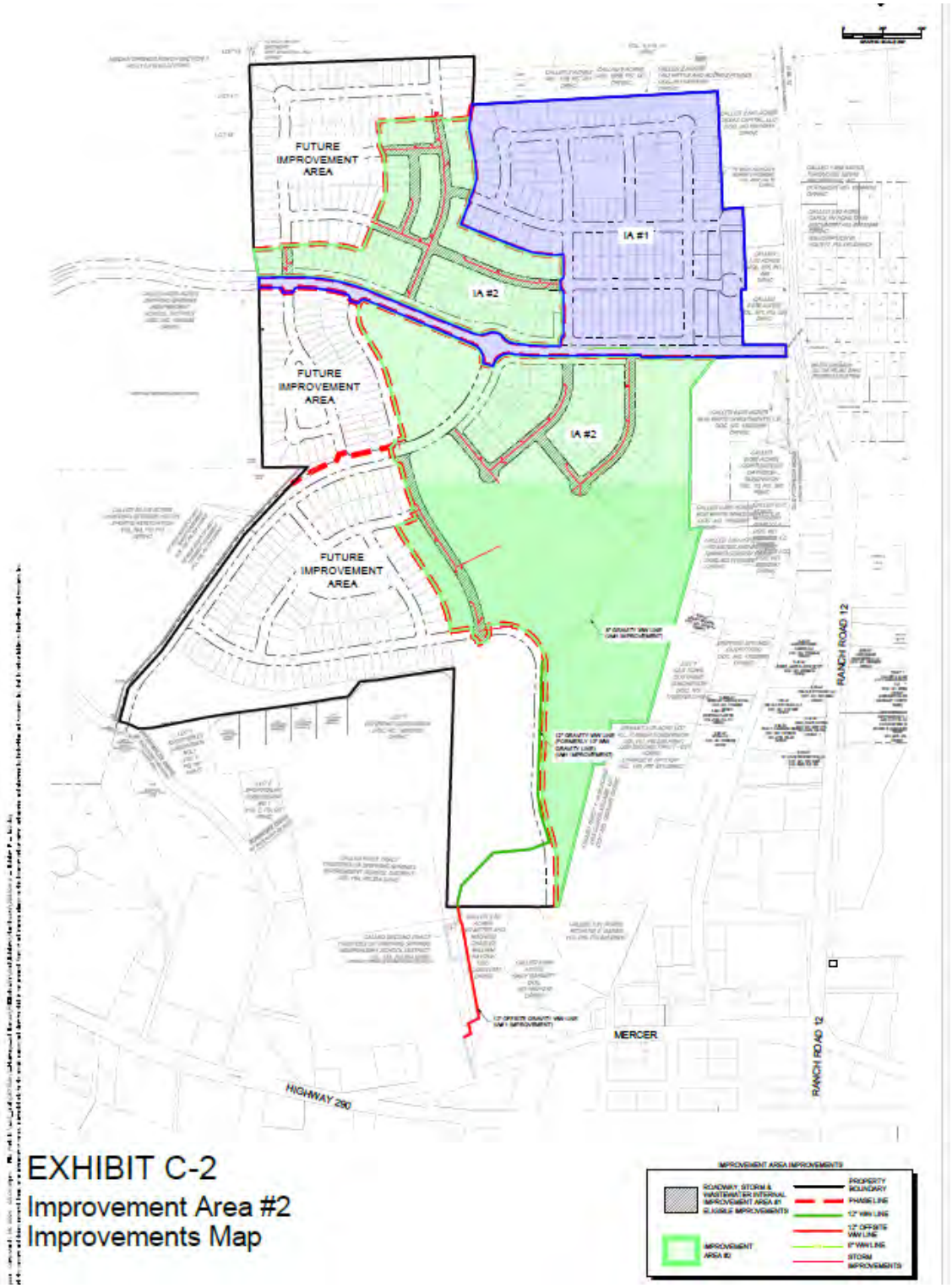



EXHIBIT C-1
Major Improvements Map

# EXHIBIT T – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS



# EXHIBIT U – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



# EXHIBIT V – MAP OF IMPROVEMENT AREA #3A IMPROVEMENTS AND IMPROVEMENT AREA #3B IMPROVEMENTS

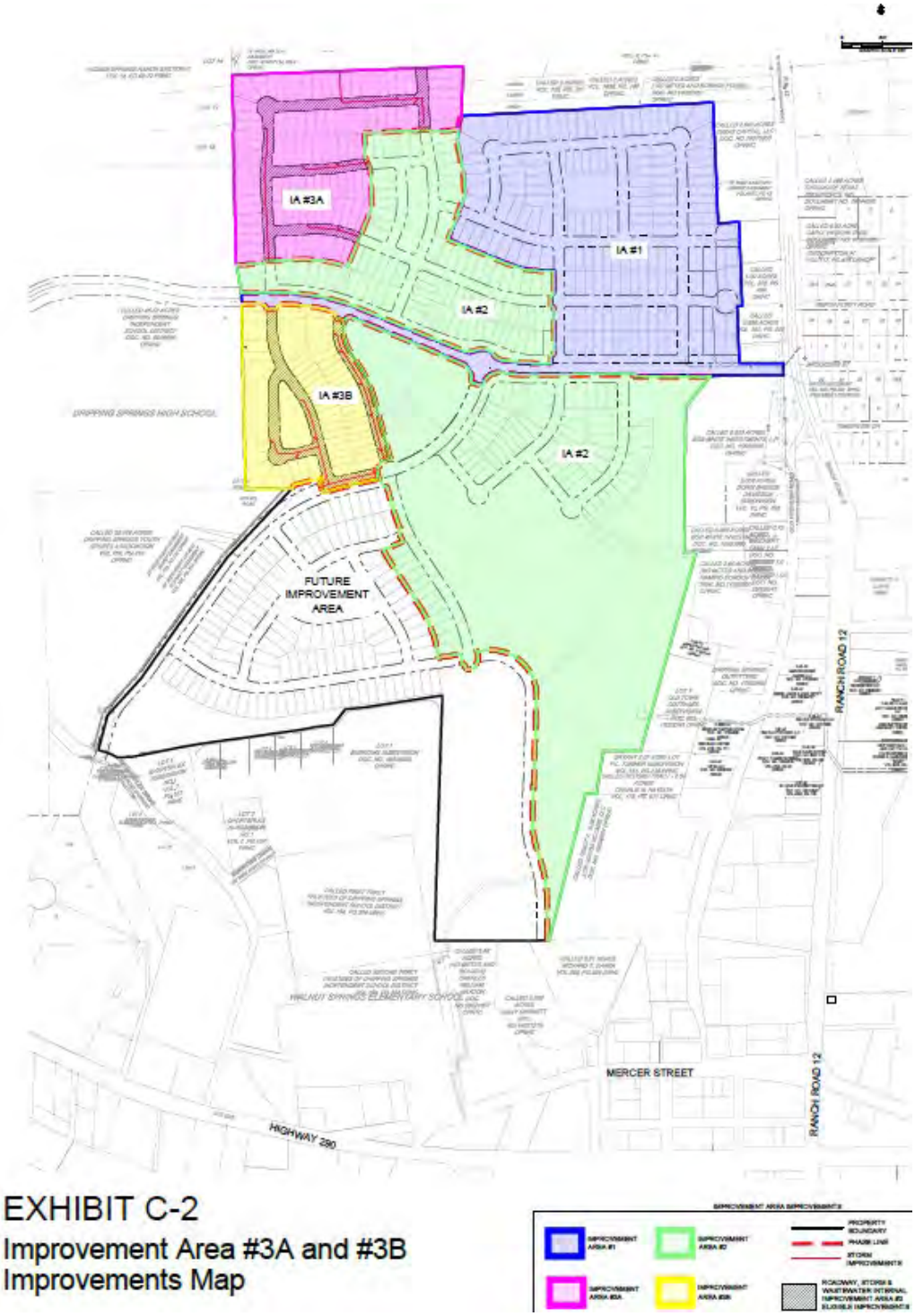



EXHIBIT C-2

Improvement Area #3A and #3B Improvements Map

# EXHIBIT W – NOTICE OF PID ASSESSMENT TERMINATION

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

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
712 S Stagecoach Trail #2008
San Marcos, Texas 78666

**Re:** **City of Dripping Springs Lien Release documents for filing**

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

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

City of Dripping Springs
Attn: [City Secretary]
511 W Mercer St
Dripping Springs, TX 78620

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

Sincerely,
[Signature]

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

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]**
**511 W Mercer St**
**Dripping Springs, TX 78620**

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

## FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | |
| | **§** | **KNOW ALL MEN BY THESE PRESENTS:** |
| **COUNTY OF HAYS** | **§** | |

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

### RECITALS

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

**WHEREAS**, on or about November 14, 2017, the City Council for the City, approved Resolution No. 2017-74, creating the Heritage Public Improvement District; and

**WHEREAS**, the Heritage Public Improvement District consists of approximately 188.943 contiguous acres located within the City; and

**WHEREAS**, on or about ____, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Heritage Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Hays County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

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

**CITY OF DRIPPING SPRINGS, TEXAS,**

By: _____
[Manager Name], City Manager

**ATTEST:**

_____
[Secretary Name], City Secretary

**STATE OF TEXAS** §
§
**COUNTY OF HAYS** §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Dripping Springs, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

# EXHIBIT X – HOMEBUYER DISCLOSURES

Homebuyer disclosures for the following lot types are contained in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7
- Improvement Area #3A Initial Parcel
- Lot Type 8
- Lot Type 9
- Lot Type 10
- Lot Type 11
- Lot Type 12
- Lot Type 13
- Improvement Area #3B Initial Parcel

# LOT TYPE 1 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: $40,789.45**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 687.13 | $ 2,186.71 | $ 357.35 | $ 203.95 | $ 3,435.14 |
| 2027 | 716.75 | 2,155.79 | 200.03 | 200.51 | 3,273.08 |
| 2028 | 746.37 | 2,123.53 | 204.03 | 196.93 | 3,270.86 |
| 2029 | 781.91 | 2,089.95 | 208.12 | 193.20 | 3,273.17 |
| 2030 | 817.45 | 2,054.76 | 212.28 | 189.29 | 3,273.77 |
| 2031 | 852.99 | 2,017.98 | 216.52 | 185.20 | 3,272.69 |
| 2032 | 894.45 | 1,972.13 | 220.85 | 180.93 | 3,268.37 |
| 2033 | 941.84 | 1,924.05 | 225.27 | 176.46 | 3,267.63 |
| 2034 | 995.15 | 1,873.43 | 229.78 | 171.75 | 3,270.11 |
| 2035 | 1,042.54 | 1,819.94 | 234.37 | 166.78 | 3,263.63 |
| 2036 | 1,101.78 | 1,763.90 | 239.06 | 161.56 | 3,266.30 |
| 2037 | 1,161.01 | 1,704.68 | 243.84 | 156.06 | 3,265.59 |
| 2038 | 1,220.25 | 1,642.28 | 248.72 | 150.25 | 3,261.49 |
| 2039 | 1,285.41 | 1,576.69 | 253.69 | 144.15 | 3,259.94 |
| 2040 | 1,356.49 | 1,507.60 | 258.77 | 137.72 | 3,260.57 |
| 2041 | 1,427.57 | 1,434.69 | 263.94 | 130.94 | 3,257.14 |
| 2042 | 1,504.58 | 1,357.96 | 269.22 | 123.80 | 3,255.55 |
| 2043 | 1,587.51 | 1,277.08 | 274.60 | 116.28 | 3,255.47 |
| 2044 | 1,676.36 | 1,191.76 | 280.10 | 108.34 | 3,256.55 |
| 2045 | 1,765.21 | 1,099.56 | 285.70 | 99.96 | 3,250.43 |
| 2046 | 1,865.91 | 1,002.47 | 291.41 | 91.13 | 3,250.93 |
| 2047 | 1,972.54 | 899.84 | 297.24 | 81.80 | 3,251.42 |
| 2048 | 2,079.16 | 791.35 | 303.18 | 71.94 | 3,245.64 |
| 2049 | 2,197.63 | 677.00 | 309.25 | 61.55 | 3,245.42 |
| 2050 | 2,322.02 | 556.13 | 315.43 | 50.56 | 3,244.15 |
| 2051 | 2,452.34 | 428.42 | 321.74 | 38.95 | 3,241.45 |
| 2052 | 2,594.51 | 293.54 | 328.18 | 26.69 | 3,242.91 |
| 2053 | 2,742.60 | 150.84 | 334.74 | 13.71 | 3,241.89 |
| **Total** | **$ 40,789.45** | **$ 39,574.06** | **$ 7,427.41** | **$ 3,630.39** | **$ 91,421.30** |

***Footnotes:***

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[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.

# LOT TYPE 2 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: $42,643.51**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 718.36 | $ 2,286.11 | $ 373.59 | $ 213.22 | $ 3,591.28 |
| 2027 | 749.33 | 2,253.78 | 209.13 | 209.63 | 3,421.86 |
| 2028 | 780.29 | 2,220.06 | 213.31 | 205.88 | 3,419.54 |
| 2029 | 817.45 | 2,184.95 | 217.58 | 201.98 | 3,421.95 |
| 2030 | 854.60 | 2,148.16 | 221.93 | 197.89 | 3,422.58 |
| 2031 | 891.76 | 2,109.70 | 226.37 | 193.62 | 3,421.45 |
| 2032 | 935.11 | 2,061.77 | 230.89 | 189.16 | 3,416.93 |
| 2033 | 984.65 | 2,011.51 | 235.51 | 184.48 | 3,416.16 |
| 2034 | 1,040.39 | 1,958.58 | 240.22 | 179.56 | 3,418.75 |
| 2035 | 1,089.93 | 1,902.66 | 245.02 | 174.36 | 3,411.98 |
| 2036 | 1,151.86 | 1,844.08 | 249.93 | 168.91 | 3,414.77 |
| 2037 | 1,213.79 | 1,782.17 | 254.92 | 163.15 | 3,414.03 |
| 2038 | 1,275.71 | 1,716.93 | 260.02 | 157.08 | 3,409.74 |
| 2039 | 1,343.83 | 1,648.36 | 265.22 | 150.70 | 3,408.11 |
| 2040 | 1,418.15 | 1,576.13 | 270.53 | 143.98 | 3,408.78 |
| 2041 | 1,492.46 | 1,499.90 | 275.94 | 136.89 | 3,405.19 |
| 2042 | 1,572.97 | 1,419.68 | 281.46 | 129.43 | 3,403.53 |
| 2043 | 1,659.67 | 1,335.13 | 287.09 | 121.56 | 3,403.45 |
| 2044 | 1,752.56 | 1,245.93 | 292.83 | 113.27 | 3,404.58 |
| 2045 | 1,845.45 | 1,149.54 | 298.68 | 104.50 | 3,398.17 |
| 2046 | 1,950.73 | 1,048.04 | 304.66 | 95.28 | 3,398.70 |
| 2047 | 2,062.20 | 940.75 | 310.75 | 85.52 | 3,399.22 |
| 2048 | 2,173.67 | 827.32 | 316.97 | 75.21 | 3,393.17 |
| 2049 | 2,297.52 | 707.77 | 323.31 | 64.34 | 3,392.94 |
| 2050 | 2,427.57 | 581.41 | 329.77 | 52.86 | 3,391.61 |
| 2051 | 2,563.81 | 447.89 | 336.37 | 40.72 | 3,388.79 |
| 2052 | 2,712.44 | 306.88 | 343.09 | 27.90 | 3,390.32 |
| 2053 | 2,867.26 | 157.70 | 349.96 | 14.34 | 3,389.25 |
| **Total** | **$ 42,643.51** | **$ 41,372.88** | **$ 7,765.02** | **$ 3,795.40** | **$ 95,576.81** |

***Footnotes:***

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[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.

# LOT TYPE 3 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: $46,351.64**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

## ANNUAL INSTALLMENTS - LOT TYPE 3

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 780.83 | $ 2,484.90 | $ 406.08 | $ 231.76 | $ 3,903.56 |
| 2027 | 814.49 | 2,449.76 | 227.31 | 227.85 | 3,719.41 |
| 2028 | 848.14 | 2,413.11 | 231.86 | 223.78 | 3,716.89 |
| 2029 | 888.53 | 2,374.94 | 236.49 | 219.54 | 3,719.51 |
| 2030 | 928.92 | 2,334.96 | 241.22 | 215.10 | 3,720.20 |
| 2031 | 969.31 | 2,293.16 | 246.05 | 210.45 | 3,718.96 |
| 2032 | 1,016.42 | 2,241.06 | 250.97 | 205.61 | 3,714.06 |
| 2033 | 1,070.27 | 2,186.42 | 255.99 | 200.53 | 3,713.21 |
| 2034 | 1,130.86 | 2,128.90 | 261.11 | 195.17 | 3,716.03 |
| 2035 | 1,184.71 | 2,068.11 | 266.33 | 189.52 | 3,708.67 |
| 2036 | 1,252.02 | 2,004.43 | 271.66 | 183.60 | 3,711.71 |
| 2037 | 1,319.33 | 1,937.14 | 277.09 | 177.34 | 3,710.90 |
| 2038 | 1,386.65 | 1,866.22 | 282.63 | 170.74 | 3,706.24 |
| 2039 | 1,460.69 | 1,791.69 | 288.29 | 163.81 | 3,704.47 |
| 2040 | 1,541.46 | 1,713.18 | 294.05 | 156.50 | 3,705.20 |
| 2041 | 1,622.24 | 1,630.33 | 299.93 | 148.80 | 3,701.29 |
| 2042 | 1,709.75 | 1,543.13 | 305.93 | 140.68 | 3,699.49 |
| 2043 | 1,803.98 | 1,451.23 | 312.05 | 132.14 | 3,699.40 |
| 2044 | 1,904.95 | 1,354.27 | 318.29 | 123.12 | 3,700.63 |
| 2045 | 2,005.92 | 1,249.50 | 324.66 | 113.59 | 3,693.67 |
| 2046 | 2,120.36 | 1,139.17 | 331.15 | 103.56 | 3,694.24 |
| 2047 | 2,241.52 | 1,022.55 | 337.77 | 92.96 | 3,694.80 |
| 2048 | 2,362.68 | 899.27 | 344.53 | 81.75 | 3,688.23 |
| 2049 | 2,497.31 | 769.32 | 351.42 | 69.94 | 3,687.98 |
| 2050 | 2,638.66 | 631.97 | 358.45 | 57.45 | 3,686.53 |
| 2051 | 2,786.75 | 486.84 | 365.62 | 44.26 | 3,683.47 |
| 2052 | 2,948.30 | 333.57 | 372.93 | 30.32 | 3,685.13 |
| 2053 | 3,116.59 | 171.41 | 380.39 | 15.58 | 3,683.97 |
| **Total** | **$ 46,351.64** | **$ 44,970.52** | **$ 8,440.24** | **$ 4,125.44** | **$ 103,887.84** |

***Footnotes:***

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[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.

# LOT TYPE 4 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: $39,826.99**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 4

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 666.39 | $ 2,009.05 | $ 197.66 | $ 199.13 | $ 3,072.23 |
| 2027 | 695.36 | 1,980.73 | 251.85 | 195.80 | 3,123.75 |
| 2028 | 724.34 | 1,951.18 | 256.89 | 192.33 | 3,124.73 |
| 2029 | 753.31 | 1,920.39 | 262.02 | 188.70 | 3,124.43 |
| 2030 | 782.28 | 1,888.38 | 267.26 | 184.94 | 3,122.86 |
| 2031 | 817.05 | 1,855.13 | 272.61 | 181.03 | 3,125.82 |
| 2032 | 851.82 | 1,820.41 | 278.06 | 176.94 | 3,127.23 |
| 2033 | 892.38 | 1,777.81 | 283.62 | 172.68 | 3,126.50 |
| 2034 | 932.95 | 1,733.20 | 289.30 | 168.22 | 3,123.66 |
| 2035 | 979.30 | 1,686.55 | 295.08 | 163.56 | 3,124.49 |
| 2036 | 1,031.46 | 1,637.58 | 300.98 | 158.66 | 3,128.68 |
| 2037 | 1,077.81 | 1,586.01 | 307.00 | 153.50 | 3,124.33 |
| 2038 | 1,135.76 | 1,532.12 | 313.14 | 148.11 | 3,129.14 |
| 2039 | 1,187.91 | 1,475.33 | 319.41 | 142.43 | 3,125.08 |
| 2040 | 1,245.86 | 1,415.94 | 325.79 | 136.49 | 3,124.08 |
| 2041 | 1,309.60 | 1,353.64 | 332.31 | 130.26 | 3,125.82 |
| 2042 | 1,379.14 | 1,288.16 | 338.96 | 123.72 | 3,129.97 |
| 2043 | 1,448.68 | 1,219.21 | 345.74 | 116.82 | 3,130.44 |
| 2044 | 1,518.21 | 1,146.77 | 352.65 | 109.58 | 3,127.21 |
| 2045 | 1,593.54 | 1,070.86 | 359.70 | 101.99 | 3,126.09 |
| 2046 | 1,680.46 | 987.20 | 366.90 | 94.02 | 3,128.58 |
| 2047 | 1,767.38 | 898.98 | 374.23 | 85.62 | 3,126.21 |
| 2048 | 1,865.89 | 806.19 | 381.72 | 76.78 | 3,130.58 |
| 2049 | 1,964.40 | 708.23 | 389.35 | 67.45 | 3,129.44 |
| 2050 | 2,068.71 | 605.10 | 397.14 | 57.63 | 3,128.58 |
| 2051 | 2,178.81 | 496.49 | 405.08 | 47.28 | 3,127.67 |
| 2052 | 2,300.50 | 382.10 | 413.19 | 36.39 | 3,132.18 |
| 2053 | 2,422.19 | 261.33 | 421.45 | 24.89 | 3,129.85 |
| 2054 | 2,555.46 | 134.16 | 429.88 | 12.78 | 3,132.28 |
| **Total** | **$ 39,826.99** | **$ 37,628.22** | **$ 9,528.98** | **$ 3,647.74** | **$ 90,631.92** |

***Footnotes:***

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[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.

# LOT TYPE 5 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____

STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: $41,723.51**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 5

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 698.12 | $ 2,104.72 | $ 207.07 | $ 208.62 | $ 3,218.53 |
| 2027 | 728.48 | 2,075.05 | 263.84 | 205.13 | 3,272.50 |
| 2028 | 758.83 | 2,044.09 | 269.12 | 201.48 | 3,273.52 |
| 2029 | 789.18 | 2,011.84 | 274.50 | 197.69 | 3,273.22 |
| 2030 | 819.54 | 1,978.30 | 279.99 | 193.74 | 3,271.57 |
| 2031 | 855.96 | 1,943.47 | 285.59 | 189.65 | 3,274.67 |
| 2032 | 892.38 | 1,907.09 | 291.30 | 185.37 | 3,276.15 |
| 2033 | 934.88 | 1,862.47 | 297.13 | 180.91 | 3,275.39 |
| 2034 | 977.37 | 1,815.73 | 303.07 | 176.23 | 3,272.40 |
| 2035 | 1,025.94 | 1,766.86 | 309.13 | 171.34 | 3,273.28 |
| 2036 | 1,080.57 | 1,715.56 | 315.32 | 166.21 | 3,277.67 |
| 2037 | 1,129.14 | 1,661.53 | 321.62 | 160.81 | 3,273.11 |
| 2038 | 1,189.85 | 1,605.08 | 328.05 | 155.17 | 3,278.14 |
| 2039 | 1,244.48 | 1,545.58 | 334.62 | 149.22 | 3,273.90 |
| 2040 | 1,305.19 | 1,483.36 | 341.31 | 142.99 | 3,272.85 |
| 2041 | 1,371.96 | 1,418.10 | 348.13 | 136.47 | 3,274.67 |
| 2042 | 1,444.81 | 1,349.50 | 355.10 | 129.61 | 3,279.02 |
| 2043 | 1,517.66 | 1,277.26 | 362.20 | 122.38 | 3,279.51 |
| 2044 | 1,590.51 | 1,201.38 | 369.44 | 114.80 | 3,276.13 |
| 2045 | 1,669.43 | 1,121.85 | 376.83 | 106.84 | 3,274.96 |
| 2046 | 1,760.49 | 1,034.21 | 384.37 | 98.50 | 3,277.56 |
| 2047 | 1,851.55 | 941.78 | 392.06 | 89.69 | 3,275.08 |
| 2048 | 1,954.75 | 844.58 | 399.90 | 80.44 | 3,279.66 |
| 2049 | 2,057.95 | 741.95 | 407.89 | 70.66 | 3,278.46 |
| 2050 | 2,167.22 | 633.91 | 416.05 | 60.37 | 3,277.56 |
| 2051 | 2,282.56 | 520.13 | 424.37 | 49.54 | 3,276.60 |
| 2052 | 2,410.04 | 400.30 | 432.86 | 38.12 | 3,281.33 |
| 2053 | 2,537.53 | 273.77 | 441.52 | 26.07 | 3,278.89 |
| 2054 | 2,677.15 | 140.55 | 450.35 | 13.39 | 3,281.44 |
| **Total** | **$ 41,723.51** | **$ 39,420.04** | **$ 9,982.74** | **$ 3,821.44** | **$ 94,947.73** |

***Footnotes:***

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[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.

# LOT TYPE 6 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: $43,620.03**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 6

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 729.86 | $ 2,200.39 | $ 216.48 | $ 218.10 | $ 3,364.83 |
| 2027 | 761.59 | 2,169.37 | 275.84 | 214.45 | 3,421.25 |
| 2028 | 793.32 | 2,137.00 | 281.35 | 210.64 | 3,422.32 |
| 2029 | 825.06 | 2,103.29 | 286.98 | 206.68 | 3,422.00 |
| 2030 | 856.79 | 2,068.22 | 292.72 | 202.55 | 3,420.28 |
| 2031 | 894.87 | 2,031.81 | 298.57 | 198.27 | 3,423.52 |
| 2032 | 932.95 | 1,993.78 | 304.54 | 193.79 | 3,425.06 |
| 2033 | 977.37 | 1,947.13 | 310.64 | 189.13 | 3,424.27 |
| 2034 | 1,021.80 | 1,898.26 | 316.85 | 184.24 | 3,421.15 |
| 2035 | 1,072.57 | 1,847.17 | 323.18 | 179.13 | 3,422.06 |
| 2036 | 1,129.69 | 1,793.54 | 329.65 | 173.77 | 3,426.65 |
| 2037 | 1,180.46 | 1,737.06 | 336.24 | 168.12 | 3,421.88 |
| 2038 | 1,243.93 | 1,678.04 | 342.97 | 162.22 | 3,427.15 |
| 2039 | 1,301.05 | 1,615.84 | 349.83 | 156.00 | 3,422.71 |
| 2040 | 1,364.51 | 1,550.79 | 356.82 | 149.49 | 3,421.62 |
| 2041 | 1,434.33 | 1,482.56 | 363.96 | 142.67 | 3,423.52 |
| 2042 | 1,510.49 | 1,410.84 | 371.24 | 135.50 | 3,428.07 |
| 2043 | 1,586.64 | 1,335.32 | 378.66 | 127.95 | 3,428.57 |
| 2044 | 1,662.80 | 1,255.99 | 386.24 | 120.01 | 3,425.04 |
| 2045 | 1,745.31 | 1,172.85 | 393.96 | 111.70 | 3,423.82 |
| 2046 | 1,840.51 | 1,081.22 | 401.84 | 102.97 | 3,426.54 |
| 2047 | 1,935.71 | 984.59 | 409.88 | 93.77 | 3,423.95 |
| 2048 | 2,043.60 | 882.97 | 418.07 | 84.09 | 3,428.73 |
| 2049 | 2,151.49 | 775.68 | 426.44 | 73.87 | 3,427.48 |
| 2050 | 2,265.73 | 662.73 | 434.96 | 63.12 | 3,426.53 |
| 2051 | 2,386.31 | 543.77 | 443.66 | 51.79 | 3,425.54 |
| 2052 | 2,519.59 | 418.49 | 452.54 | 39.86 | 3,430.48 |
| 2053 | 2,652.87 | 286.21 | 461.59 | 27.26 | 3,427.93 |
| 2054 | 2,798.84 | 146.94 | 470.82 | 13.99 | 3,430.59 |
| **Total** | **$ 43,620.03** | **$ 41,211.86** | **$ 10,436.50** | **$ 3,995.14** | **$ 99,263.53** |

***Footnotes:***

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[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.

# LOT TYPE 7 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: $47,413.08**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 7

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|
| 2026 | $ 793.32 | $ 2,391.73 | $ 235.31 | $ 237.07 | $ 3,657.42 |
| 2027 | 827.81 | 2,358.01 | 299.82 | 233.10 | 3,718.75 |
| 2028 | 862.31 | 2,322.83 | 305.82 | 228.96 | 3,719.91 |
| 2029 | 896.80 | 2,286.18 | 311.93 | 224.65 | 3,719.56 |
| 2030 | 931.29 | 2,248.07 | 318.17 | 220.16 | 3,717.70 |
| 2031 | 972.68 | 2,208.49 | 324.54 | 215.51 | 3,721.21 |
| 2032 | 1,014.07 | 2,167.15 | 331.03 | 210.64 | 3,722.89 |
| 2033 | 1,062.36 | 2,116.45 | 337.65 | 205.57 | 3,722.03 |
| 2034 | 1,110.65 | 2,063.33 | 344.40 | 200.26 | 3,718.64 |
| 2035 | 1,165.84 | 2,007.80 | 351.29 | 194.71 | 3,719.63 |
| 2036 | 1,227.92 | 1,949.50 | 358.31 | 188.88 | 3,724.62 |
| 2037 | 1,283.11 | 1,888.11 | 365.48 | 182.74 | 3,719.44 |
| 2038 | 1,352.10 | 1,823.95 | 372.79 | 176.32 | 3,725.16 |
| 2039 | 1,414.18 | 1,756.35 | 380.25 | 169.56 | 3,720.34 |
| 2040 | 1,483.17 | 1,685.64 | 387.85 | 162.49 | 3,719.15 |
| 2041 | 1,559.05 | 1,611.48 | 395.61 | 155.08 | 3,721.21 |
| 2042 | 1,641.83 | 1,533.53 | 403.52 | 147.28 | 3,726.16 |
| 2043 | 1,724.61 | 1,451.43 | 411.59 | 139.07 | 3,726.71 |
| 2044 | 1,807.40 | 1,365.20 | 419.82 | 130.45 | 3,722.87 |
| 2045 | 1,897.08 | 1,274.83 | 428.22 | 121.41 | 3,721.54 |
| 2046 | 2,000.55 | 1,175.24 | 436.78 | 111.93 | 3,724.50 |
| 2047 | 2,104.03 | 1,070.21 | 445.52 | 101.92 | 3,721.68 |
| 2048 | 2,221.30 | 959.75 | 454.43 | 91.40 | 3,726.88 |
| 2049 | 2,338.58 | 843.13 | 463.52 | 80.30 | 3,725.52 |
| 2050 | 2,462.75 | 720.35 | 472.79 | 68.61 | 3,724.49 |
| 2051 | 2,593.82 | 591.06 | 482.24 | 56.29 | 3,723.41 |
| 2052 | 2,738.69 | 454.88 | 491.89 | 43.32 | 3,728.78 |
| 2053 | 2,883.55 | 311.10 | 501.73 | 29.63 | 3,726.01 |
| 2054 | 3,042.22 | 159.72 | 511.76 | 15.21 | 3,728.91 |
| **Total** | **$ 47,413.08** | **$ 44,795.50** | **$ 11,344.03** | **$ 4,342.54** | **$ 107,895.14** |

***Footnotes:***

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[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.

# IMPROVEMENT AREA #3A INITIAL PARCEL 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____

STREET ADDRESS

**IMPROVEMENT AREA #3A INITIAL PARCEL PRINCIPAL ASSESSMENT: $4,262,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3A INITIAL PARCEL

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 201,024.33 | - | - | (201,024.33) | - |
| 2027 | 59,000.00 | 255,720.00 | 24,281.44 | 21,310.00 | - | 360,311.44 |
| 2028 | 62,000.00 | 252,180.00 | 24,767.07 | 21,015.00 | - | 359,962.07 |
| 2029 | 66,000.00 | 248,460.00 | 25,262.41 | 20,705.00 | - | 360,427.41 |
| 2030 | 69,000.00 | 244,500.00 | 25,767.66 | 20,375.00 | - | 359,642.66 |
| 2031 | 73,000.00 | 240,360.00 | 26,283.01 | 20,030.00 | - | 359,673.01 |
| 2032 | 78,000.00 | 235,980.00 | 26,808.67 | 19,665.00 | - | 360,453.67 |
| 2033 | 82,000.00 | 231,300.00 | 27,344.84 | 19,275.00 | - | 359,919.84 |
| 2034 | 87,000.00 | 226,380.00 | 27,891.74 | 18,865.00 | - | 360,136.74 |
| 2035 | 92,000.00 | 221,160.00 | 28,449.57 | 18,430.00 | - | 360,039.57 |
| 2036 | 98,000.00 | 215,640.00 | 29,018.56 | 17,970.00 | - | 360,628.56 |
| 2037 | 103,000.00 | 209,760.00 | 29,598.93 | 17,480.00 | - | 359,838.93 |
| 2038 | 109,000.00 | 203,580.00 | 30,190.91 | 16,965.00 | - | 359,735.91 |
| 2039 | 116,000.00 | 197,040.00 | 30,794.73 | 16,420.00 | - | 360,254.73 |
| 2040 | 123,000.00 | 190,080.00 | 31,410.62 | 15,840.00 | - | 360,330.62 |
| 2041 | 130,000.00 | 182,700.00 | 32,038.83 | 15,225.00 | - | 359,963.83 |
| 2042 | 138,000.00 | 174,900.00 | 32,679.61 | 14,575.00 | - | 360,154.61 |
| 2043 | 146,000.00 | 166,620.00 | 33,333.20 | 13,885.00 | - | 359,838.20 |
| 2044 | 155,000.00 | 157,860.00 | 33,999.86 | 13,155.00 | - | 360,014.86 |
| 2045 | 164,000.00 | 148,560.00 | 34,679.86 | 12,380.00 | - | 359,619.86 |
| 2046 | 174,000.00 | 138,720.00 | 35,373.46 | 11,560.00 | - | 359,653.46 |
| 2047 | 185,000.00 | 128,280.00 | 36,080.93 | 10,690.00 | - | 360,050.93 |
| 2048 | 196,000.00 | 117,180.00 | 36,802.55 | 9,765.00 | - | 359,747.55 |
| 2049 | 208,000.00 | 105,420.00 | 37,538.60 | 8,785.00 | - | 359,743.60 |
| 2050 | 221,000.00 | 92,940.00 | 38,289.37 | 7,745.00 | - | 359,974.37 |
| 2051 | 235,000.00 | 79,680.00 | 39,055.16 | 6,640.00 | - | 360,375.16 |
| 2052 | 249,000.00 | 65,580.00 | 39,836.26 | 5,465.00 | - | 359,881.26 |
| 2053 | 265,000.00 | 50,640.00 | 40,632.99 | 4,220.00 | - | 360,492.99 |
| 2054 | 281,000.00 | 34,740.00 | 41,445.65 | 2,895.00 | - | 360,080.65 |
| 2055 | 298,000.00 | 17,880.00 | 42,274.56 | 1,490.00 | - | 359,644.56 |
| **Total** | **$ 4,262,000.00** | **$ 5,034,864.33** | **$ 941,931.05** | **$ 402,820.00** | **$ (201,024.33)** | **$ 10,440,591.05** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# LOT TYPE 8 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 8 PRINCIPAL ASSESSMENT: $41,728.53**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 8

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 1,968.20 | - | - | (1,968.20) | - |
| 2027 | 577.66 | 2,503.71 | 237.74 | 208.64 | - | 3,527.75 |
| 2028 | 607.03 | 2,469.05 | 242.49 | 205.75 | - | 3,524.33 |
| 2029 | 646.19 | 2,432.63 | 247.34 | 202.72 | - | 3,528.88 |
| 2030 | 675.57 | 2,393.86 | 252.29 | 199.49 | - | 3,521.20 |
| 2031 | 714.73 | 2,353.32 | 257.33 | 196.11 | - | 3,521.50 |
| 2032 | 763.68 | 2,310.44 | 262.48 | 192.54 | - | 3,529.14 |
| 2033 | 802.85 | 2,264.62 | 267.73 | 188.72 | - | 3,523.91 |
| 2034 | 851.80 | 2,216.45 | 273.08 | 184.70 | - | 3,526.04 |
| 2035 | 900.76 | 2,165.34 | 278.54 | 180.45 | - | 3,525.09 |
| 2036 | 959.50 | 2,111.30 | 284.12 | 175.94 | - | 3,530.85 |
| 2037 | 1,008.46 | 2,053.72 | 289.80 | 171.14 | - | 3,523.12 |
| 2038 | 1,067.20 | 1,993.22 | 295.59 | 166.10 | - | 3,522.11 |
| 2039 | 1,135.74 | 1,929.19 | 301.51 | 160.77 | - | 3,527.19 |
| 2040 | 1,204.27 | 1,861.04 | 307.54 | 155.09 | - | 3,527.94 |
| 2041 | 1,272.81 | 1,788.79 | 313.69 | 149.07 | - | 3,524.35 |
| 2042 | 1,351.13 | 1,712.42 | 319.96 | 142.70 | - | 3,526.21 |
| 2043 | 1,429.46 | 1,631.35 | 326.36 | 135.95 | - | 3,523.12 |
| 2044 | 1,517.58 | 1,545.58 | 332.89 | 128.80 | - | 3,524.85 |
| 2045 | 1,605.70 | 1,454.53 | 339.54 | 121.21 | - | 3,520.98 |
| 2046 | 1,703.60 | 1,358.18 | 346.34 | 113.18 | - | 3,521.31 |
| 2047 | 1,811.30 | 1,255.97 | 353.26 | 104.66 | - | 3,525.20 |
| 2048 | 1,919.00 | 1,147.29 | 360.33 | 95.61 | - | 3,522.23 |
| 2049 | 2,036.49 | 1,032.15 | 367.53 | 86.01 | - | 3,522.19 |
| 2050 | 2,163.77 | 909.96 | 374.88 | 75.83 | - | 3,524.45 |
| 2051 | 2,300.85 | 780.13 | 382.38 | 65.01 | - | 3,528.37 |
| 2052 | 2,437.92 | 642.08 | 390.03 | 53.51 | - | 3,523.54 |
| 2053 | 2,594.57 | 495.81 | 397.83 | 41.32 | - | 3,529.53 |
| 2054 | 2,751.22 | 340.13 | 405.79 | 28.34 | - | 3,525.49 |
| 2055 | 2,917.67 | 175.06 | 413.90 | 14.59 | - | 3,521.22 |
| **Total** | **$ 41,728.53** | **$ 49,295.51** | **$ 9,222.29** | **$ 3,943.94** | **$ (1,968.20)** | **$ 102,222.08** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# LOT TYPE 9 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 9 PRINCIPAL ASSESSMENT: $43,625.28**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 9

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 2,057.66 | - | - | (2,057.66) | - |
| 2027 | 603.92 | 2,617.52 | 248.54 | 218.13 | - | 3,688.10 |
| 2028 | 634.62 | 2,581.28 | 253.51 | 215.11 | - | 3,684.52 |
| 2029 | 675.57 | 2,543.20 | 258.58 | 211.93 | - | 3,689.29 |
| 2030 | 706.28 | 2,502.67 | 263.75 | 208.56 | - | 3,681.26 |
| 2031 | 747.22 | 2,460.29 | 269.03 | 205.02 | - | 3,681.57 |
| 2032 | 798.40 | 2,415.46 | 274.41 | 201.29 | - | 3,689.56 |
| 2033 | 839.34 | 2,367.56 | 279.90 | 197.30 | - | 3,684.09 |
| 2034 | 890.52 | 2,317.20 | 285.50 | 193.10 | - | 3,686.31 |
| 2035 | 941.70 | 2,263.77 | 291.21 | 188.65 | - | 3,685.32 |
| 2036 | 1,003.12 | 2,207.26 | 297.03 | 183.94 | - | 3,691.35 |
| 2037 | 1,054.29 | 2,147.08 | 302.97 | 178.92 | - | 3,683.26 |
| 2038 | 1,115.71 | 2,083.82 | 309.03 | 173.65 | - | 3,682.21 |
| 2039 | 1,187.36 | 2,016.88 | 315.21 | 168.07 | - | 3,687.52 |
| 2040 | 1,259.01 | 1,945.63 | 321.52 | 162.14 | - | 3,688.30 |
| 2041 | 1,330.66 | 1,870.09 | 327.95 | 155.84 | - | 3,684.54 |
| 2042 | 1,412.55 | 1,790.25 | 334.50 | 149.19 | - | 3,686.50 |
| 2043 | 1,494.44 | 1,705.50 | 341.19 | 142.13 | - | 3,683.26 |
| 2044 | 1,586.56 | 1,615.83 | 348.02 | 134.65 | - | 3,685.07 |
| 2045 | 1,678.68 | 1,520.64 | 354.98 | 126.72 | - | 3,681.02 |
| 2046 | 1,781.04 | 1,419.92 | 362.08 | 118.33 | - | 3,681.37 |
| 2047 | 1,893.64 | 1,313.06 | 369.32 | 109.42 | - | 3,685.43 |
| 2048 | 2,006.23 | 1,199.44 | 376.71 | 99.95 | - | 3,682.33 |
| 2049 | 2,129.06 | 1,079.07 | 384.24 | 89.92 | - | 3,682.29 |
| 2050 | 2,262.13 | 951.32 | 391.93 | 79.28 | - | 3,684.65 |
| 2051 | 2,405.43 | 815.59 | 399.76 | 67.97 | - | 3,688.75 |
| 2052 | 2,548.73 | 671.27 | 407.76 | 55.94 | - | 3,683.70 |
| 2053 | 2,712.51 | 518.34 | 415.91 | 43.20 | - | 3,689.96 |
| 2054 | 2,876.28 | 355.59 | 424.23 | 29.63 | - | 3,685.74 |
| 2055 | 3,050.29 | 183.02 | 432.72 | 15.25 | - | 3,681.27 |
| **Total** | **$ 43,625.28** | **$ 51,536.22** | **$ 9,641.48** | **$ 4,123.21** | **$ (2,057.66)** | **$ 106,868.53** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# LOT TYPE 10 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 10 PRINCIPAL ASSESSMENT: $47,418.78**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 10

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 2,236.59 | - | - | (2,236.59) | - |
| 2027 | 656.43 | 2,845.13 | 270.15 | 237.09 | - | 4,008.81 |
| 2028 | 689.81 | 2,805.74 | 275.56 | 233.81 | - | 4,004.92 |
| 2029 | 734.31 | 2,764.35 | 281.07 | 230.36 | - | 4,010.10 |
| 2030 | 767.69 | 2,720.29 | 286.69 | 226.69 | - | 4,001.36 |
| 2031 | 812.19 | 2,674.23 | 292.42 | 222.85 | - | 4,001.70 |
| 2032 | 867.82 | 2,625.50 | 298.27 | 218.79 | - | 4,010.39 |
| 2033 | 912.33 | 2,573.43 | 304.24 | 214.45 | - | 4,004.45 |
| 2034 | 967.96 | 2,518.69 | 310.32 | 209.89 | - | 4,006.86 |
| 2035 | 1,023.59 | 2,460.61 | 316.53 | 205.05 | - | 4,005.78 |
| 2036 | 1,090.34 | 2,399.20 | 322.86 | 199.93 | - | 4,012.33 |
| 2037 | 1,145.97 | 2,333.78 | 329.32 | 194.48 | - | 4,003.55 |
| 2038 | 1,212.73 | 2,265.02 | 335.90 | 188.75 | - | 4,002.40 |
| 2039 | 1,290.61 | 2,192.26 | 342.62 | 182.69 | - | 4,008.17 |
| 2040 | 1,368.49 | 2,114.82 | 349.47 | 176.23 | - | 4,009.02 |
| 2041 | 1,446.37 | 2,032.71 | 356.46 | 169.39 | - | 4,004.94 |
| 2042 | 1,535.38 | 1,945.93 | 363.59 | 162.16 | - | 4,007.06 |
| 2043 | 1,624.39 | 1,853.81 | 370.86 | 154.48 | - | 4,003.54 |
| 2044 | 1,724.52 | 1,756.34 | 378.28 | 146.36 | - | 4,005.51 |
| 2045 | 1,824.66 | 1,652.87 | 385.85 | 137.74 | - | 4,001.11 |
| 2046 | 1,935.91 | 1,543.39 | 393.56 | 128.62 | - | 4,001.48 |
| 2047 | 2,058.30 | 1,427.24 | 401.43 | 118.94 | - | 4,005.91 |
| 2048 | 2,180.69 | 1,303.74 | 409.46 | 108.64 | - | 4,002.53 |
| 2049 | 2,314.20 | 1,172.90 | 417.65 | 97.74 | - | 4,002.49 |
| 2050 | 2,458.83 | 1,034.05 | 426.01 | 86.17 | - | 4,005.06 |
| 2051 | 2,614.60 | 886.52 | 434.53 | 73.88 | - | 4,009.51 |
| 2052 | 2,770.36 | 729.64 | 443.22 | 60.80 | - | 4,004.02 |
| 2053 | 2,948.38 | 563.42 | 452.08 | 46.95 | - | 4,010.83 |
| 2054 | 3,126.39 | 386.52 | 461.12 | 32.21 | - | 4,006.24 |
| 2055 | 3,315.53 | 198.93 | 470.34 | 16.58 | - | 4,001.39 |
| **Total** | **$ 47,418.78** | **$ 56,017.63** | **$ 10,479.87** | **$ 4,481.75** | **$ (2,236.59)** | **$ 116,161.45** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# LOT TYPE 11 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 11 PRINCIPAL ASSESSMENT: $39,820.62**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 11

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 1,878.21 | - | - | (1,878.21) | - |
| 2027 | 548.45 | 2,389.24 | 226.87 | 199.10 | - | 3,363.66 |
| 2028 | 577.32 | 2,356.33 | 231.40 | 196.36 | - | 3,361.41 |
| 2029 | 620.62 | 2,321.69 | 236.03 | 193.47 | - | 3,371.81 |
| 2030 | 649.48 | 2,284.45 | 240.75 | 190.37 | - | 3,365.06 |
| 2031 | 692.78 | 2,245.48 | 245.57 | 187.12 | - | 3,370.96 |
| 2032 | 721.65 | 2,203.92 | 250.48 | 183.66 | - | 3,359.70 |
| 2033 | 764.95 | 2,160.62 | 255.49 | 180.05 | - | 3,361.11 |
| 2034 | 808.25 | 2,114.72 | 260.60 | 176.23 | - | 3,359.79 |
| 2035 | 865.98 | 2,066.23 | 265.81 | 172.19 | - | 3,370.20 |
| 2036 | 909.28 | 2,014.27 | 271.13 | 167.86 | - | 3,362.53 |
| 2037 | 967.01 | 1,959.71 | 276.55 | 163.31 | - | 3,366.58 |
| 2038 | 1,024.74 | 1,901.69 | 282.08 | 158.47 | - | 3,366.99 |
| 2039 | 1,082.47 | 1,840.21 | 287.72 | 153.35 | - | 3,363.75 |
| 2040 | 1,140.21 | 1,775.26 | 293.48 | 147.94 | - | 3,356.88 |
| 2041 | 1,212.37 | 1,706.85 | 299.34 | 142.24 | - | 3,360.80 |
| 2042 | 1,284.54 | 1,634.10 | 305.33 | 136.18 | - | 3,360.15 |
| 2043 | 1,371.13 | 1,557.03 | 311.44 | 129.75 | - | 3,369.36 |
| 2044 | 1,443.30 | 1,474.76 | 317.67 | 122.90 | - | 3,358.63 |
| 2045 | 1,529.90 | 1,388.16 | 324.02 | 115.68 | - | 3,357.76 |
| 2046 | 1,630.93 | 1,296.37 | 330.50 | 108.03 | - | 3,365.83 |
| 2047 | 1,731.96 | 1,198.52 | 337.11 | 99.88 | - | 3,367.46 |
| 2048 | 1,832.99 | 1,094.60 | 343.85 | 91.22 | - | 3,362.66 |
| 2049 | 1,948.45 | 984.62 | 350.73 | 82.05 | - | 3,365.85 |
| 2050 | 2,063.92 | 867.71 | 357.74 | 72.31 | - | 3,361.68 |
| 2051 | 2,193.81 | 743.88 | 364.90 | 61.99 | - | 3,364.58 |
| 2052 | 2,323.71 | 612.25 | 372.20 | 51.02 | - | 3,359.18 |
| 2053 | 2,468.04 | 472.82 | 379.64 | 39.40 | - | 3,359.91 |
| 2054 | 2,626.80 | 324.74 | 387.23 | 27.06 | - | 3,365.84 |
| 2055 | 2,785.57 | 167.13 | 394.98 | 13.93 | - | 3,361.61 |
| **Total** | **$ 39,820.62** | **$ 47,035.57** | **$ 8,800.63** | **$ 3,763.11** | **$ (1,878.21)** | **$ 97,541.72** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# LOT TYPE 12 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 12 PRINCIPAL ASSESSMENT: $43,613.06**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 12

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 2,057.08 | - | - | (2,057.08) | - |
| 2027 | 600.69 | 2,616.78 | 248.47 | 218.07 | - | 3,684.01 |
| 2028 | 632.30 | 2,580.74 | 253.44 | 215.06 | - | 3,681.55 |
| 2029 | 679.73 | 2,542.80 | 258.51 | 211.90 | - | 3,692.94 |
| 2030 | 711.34 | 2,502.02 | 263.68 | 208.50 | - | 3,685.54 |
| 2031 | 758.76 | 2,459.34 | 268.95 | 204.95 | - | 3,692.00 |
| 2032 | 790.38 | 2,413.81 | 274.33 | 201.15 | - | 3,679.68 |
| 2033 | 837.80 | 2,366.39 | 279.82 | 197.20 | - | 3,681.21 |
| 2034 | 885.22 | 2,316.12 | 285.42 | 193.01 | - | 3,679.77 |
| 2035 | 948.45 | 2,263.01 | 291.12 | 188.58 | - | 3,691.17 |
| 2036 | 995.88 | 2,206.10 | 296.95 | 183.84 | - | 3,682.77 |
| 2037 | 1,059.11 | 2,146.35 | 302.89 | 178.86 | - | 3,687.21 |
| 2038 | 1,122.34 | 2,082.80 | 308.94 | 173.57 | - | 3,687.65 |
| 2039 | 1,185.57 | 2,015.46 | 315.12 | 167.96 | - | 3,684.11 |
| 2040 | 1,248.80 | 1,944.33 | 321.43 | 162.03 | - | 3,676.58 |
| 2041 | 1,327.84 | 1,869.40 | 327.85 | 155.78 | - | 3,680.87 |
| 2042 | 1,406.87 | 1,789.73 | 334.41 | 149.14 | - | 3,680.16 |
| 2043 | 1,501.72 | 1,705.32 | 341.10 | 142.11 | - | 3,690.25 |
| 2044 | 1,580.76 | 1,615.22 | 347.92 | 134.60 | - | 3,678.49 |
| 2045 | 1,675.60 | 1,520.37 | 354.88 | 126.70 | - | 3,677.55 |
| 2046 | 1,786.25 | 1,419.84 | 361.98 | 118.32 | - | 3,686.39 |
| 2047 | 1,896.91 | 1,312.66 | 369.22 | 109.39 | - | 3,688.17 |
| 2048 | 2,007.56 | 1,198.85 | 376.60 | 99.90 | - | 3,682.91 |
| 2049 | 2,134.02 | 1,078.39 | 384.13 | 89.87 | - | 3,686.41 |
| 2050 | 2,260.48 | 950.35 | 391.82 | 79.20 | - | 3,681.84 |
| 2051 | 2,402.75 | 814.72 | 399.65 | 67.89 | - | 3,685.02 |
| 2052 | 2,545.02 | 670.56 | 407.64 | 55.88 | - | 3,679.10 |
| 2053 | 2,703.09 | 517.86 | 415.80 | 43.15 | - | 3,679.90 |
| 2054 | 2,876.98 | 355.67 | 424.11 | 29.64 | - | 3,686.40 |
| 2055 | 3,050.86 | 183.05 | 432.60 | 15.25 | - | 3,681.76 |
| **Total** | **$ 43,613.06** | **$ 51,515.14** | **$ 9,638.79** | **$ 4,121.51** | **$ (2,057.08)** | **$ 106,831.41** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# LOT TYPE 13 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

**LOT TYPE 13 PRINCIPAL ASSESSMENT: $47,405.50**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - LOT TYPE 13

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 2,235.96 | - | - | (2,235.96) | - |
| 2027 | 652.92 | 2,844.33 | 270.08 | 237.03 | - | 4,004.36 |
| 2028 | 687.29 | 2,805.15 | 275.48 | 233.76 | - | 4,001.68 |
| 2029 | 738.83 | 2,763.92 | 280.99 | 230.33 | - | 4,014.07 |
| 2030 | 773.20 | 2,719.59 | 286.61 | 226.63 | - | 4,006.03 |
| 2031 | 824.74 | 2,673.20 | 292.34 | 222.77 | - | 4,013.05 |
| 2032 | 859.11 | 2,623.71 | 298.19 | 218.64 | - | 3,999.65 |
| 2033 | 910.65 | 2,572.16 | 304.15 | 214.35 | - | 4,001.32 |
| 2034 | 962.20 | 2,517.53 | 310.24 | 209.79 | - | 3,999.75 |
| 2035 | 1,030.93 | 2,459.79 | 316.44 | 204.98 | - | 4,012.14 |
| 2036 | 1,082.47 | 2,397.94 | 322.77 | 199.83 | - | 4,003.01 |
| 2037 | 1,151.20 | 2,332.99 | 329.22 | 194.42 | - | 4,007.83 |
| 2038 | 1,219.93 | 2,263.92 | 335.81 | 188.66 | - | 4,008.32 |
| 2039 | 1,288.66 | 2,190.72 | 342.52 | 182.56 | - | 4,004.47 |
| 2040 | 1,357.39 | 2,113.40 | 349.38 | 176.12 | - | 3,996.28 |
| 2041 | 1,443.30 | 2,031.96 | 356.36 | 169.33 | - | 4,000.95 |
| 2042 | 1,529.21 | 1,945.36 | 363.49 | 162.11 | - | 4,000.17 |
| 2043 | 1,632.30 | 1,853.61 | 370.76 | 154.47 | - | 4,011.14 |
| 2044 | 1,718.21 | 1,755.67 | 378.17 | 146.31 | - | 3,998.36 |
| 2045 | 1,821.31 | 1,652.58 | 385.74 | 137.71 | - | 3,997.34 |
| 2046 | 1,941.58 | 1,543.30 | 393.45 | 128.61 | - | 4,006.94 |
| 2047 | 2,061.86 | 1,426.80 | 401.32 | 118.90 | - | 4,008.88 |
| 2048 | 2,182.13 | 1,303.09 | 409.35 | 108.59 | - | 4,003.16 |
| 2049 | 2,319.59 | 1,172.16 | 417.54 | 97.68 | - | 4,006.97 |
| 2050 | 2,457.04 | 1,032.99 | 425.89 | 86.08 | - | 4,002.00 |
| 2051 | 2,611.68 | 885.57 | 434.40 | 73.80 | - | 4,005.45 |
| 2052 | 2,766.32 | 728.87 | 443.09 | 60.74 | - | 3,999.02 |
| 2053 | 2,938.14 | 562.89 | 451.95 | 46.91 | - | 3,999.89 |
| 2054 | 3,127.15 | 386.60 | 460.99 | 32.22 | - | 4,006.96 |
| 2055 | 3,316.15 | 198.97 | 470.21 | 16.58 | - | 4,001.91 |
| **Total** | **$ 47,405.50** | **$ 55,994.72** | **$ 10,476.94** | **$ 4,479.90** | **$ (2,235.96)** | **$ 116,121.10** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# IMPROVEMENT AREA #3B INITIAL PARCEL 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 RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____

STREET ADDRESS

**IMPROVEMENT AREA #3B INITIAL PARCEL PRINCIPAL ASSESSMENT: $2,759,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, 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 ***Heritage 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 Dripping Springs. The exact amount of each annual installment will be approved each year by the City of Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

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 Hays 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 Hays 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 Hays County.

# ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3B INITIAL PARCEL

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs[b] | Additional Interest | Capitalized Interest | Total Annual Installment[b] |
|---|---|---|---|---|---|---|
| 2026 | - | 130,132.83 | - | - | (130,132.83) | - |
| 2027 | 38,000.00 | 165,540.00 | 15,718.56 | 13,795.00 | - | 233,053.56 |
| 2028 | 40,000.00 | 163,260.00 | 16,032.93 | 13,605.00 | - | 232,897.93 |
| 2029 | 43,000.00 | 160,860.00 | 16,353.59 | 13,405.00 | - | 233,618.59 |
| 2030 | 45,000.00 | 158,280.00 | 16,680.66 | 13,190.00 | - | 233,150.66 |
| 2031 | 48,000.00 | 155,580.00 | 17,014.27 | 12,965.00 | - | 233,559.27 |
| 2032 | 50,000.00 | 152,700.00 | 17,354.56 | 12,725.00 | - | 232,779.56 |
| 2033 | 53,000.00 | 149,700.00 | 17,701.65 | 12,475.00 | - | 232,876.65 |
| 2034 | 56,000.00 | 146,520.00 | 18,055.68 | 12,210.00 | - | 232,785.68 |
| 2035 | 60,000.00 | 143,160.00 | 18,416.79 | 11,930.00 | - | 233,506.79 |
| 2036 | 63,000.00 | 139,560.00 | 18,785.13 | 11,630.00 | - | 232,975.13 |
| 2037 | 67,000.00 | 135,780.00 | 19,160.83 | 11,315.00 | - | 233,255.83 |
| 2038 | 71,000.00 | 131,760.00 | 19,544.05 | 10,980.00 | - | 233,284.05 |
| 2039 | 75,000.00 | 127,500.00 | 19,934.93 | 10,625.00 | - | 233,059.93 |
| 2040 | 79,000.00 | 123,000.00 | 20,333.63 | 10,250.00 | - | 232,583.63 |
| 2041 | 84,000.00 | 118,260.00 | 20,740.30 | 9,855.00 | - | 232,855.30 |
| 2042 | 89,000.00 | 113,220.00 | 21,155.11 | 9,435.00 | - | 232,810.11 |
| 2043 | 95,000.00 | 107,880.00 | 21,578.21 | 8,990.00 | - | 233,448.21 |
| 2044 | 100,000.00 | 102,180.00 | 22,009.77 | 8,515.00 | - | 232,704.77 |
| 2045 | 106,000.00 | 96,180.00 | 22,449.97 | 8,015.00 | - | 232,644.97 |
| 2046 | 113,000.00 | 89,820.00 | 22,898.97 | 7,485.00 | - | 233,203.97 |
| 2047 | 120,000.00 | 83,040.00 | 23,356.95 | 6,920.00 | - | 233,316.95 |
| 2048 | 127,000.00 | 75,840.00 | 23,824.09 | 6,320.00 | - | 232,984.09 |
| 2049 | 135,000.00 | 68,220.00 | 24,300.57 | 5,685.00 | - | 233,205.57 |
| 2050 | 143,000.00 | 60,120.00 | 24,786.58 | 5,010.00 | - | 232,916.58 |
| 2051 | 152,000.00 | 51,540.00 | 25,282.31 | 4,295.00 | - | 233,117.31 |
| 2052 | 161,000.00 | 42,420.00 | 25,787.96 | 3,535.00 | - | 232,742.96 |
| 2053 | 171,000.00 | 32,760.00 | 26,303.72 | 2,730.00 | - | 232,793.72 |
| 2054 | 182,000.00 | 22,500.00 | 26,829.79 | 1,875.00 | - | 233,204.79 |
| 2055 | 193,000.00 | 11,580.00 | 27,366.39 | 965.00 | - | 232,911.39 |
| **Total** | **$ 2,759,000.00** | **$ 3,258,892.83** | **$ 609,757.95** | **$ 260,730.00** | **$ (130,132.83)** | **$ 6,758,247.95** |

***Footnotes:***

[a] Interest is calculated at a 6.00% 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.

# APPENDIX A – ENGINEER'S REPORT

**ENGINEERING REPORT**

# Heritage
# Public Improvement District
# IA #3A and IA #3B

# Dripping Springs, Texas

August 25, 2025

***Prepared for:***
***City of Dripping Springs***

***Prepared by:***
Kimley»Horn

501 S. Austin Ave.
Suite 1310
Georgetown, Texas 78626

Job No. 069291601
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TBPE Firm #928

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I. **Introduction**

II. **Development Costs**

III. **Development Improvements**

- a. **Major Improvements**
- b. **Improvement Area #3A Improvements**
- c. **Improvement Area #3B Improvements**

IV. **Development Schedule**

- a. **Design Stage**
- b. **Construction Stage**


**APPENDICES**


**Exhibit A – Heritage Location Map**

**Exhibit B – Property**

**Exhibit B-2 – Improvement Area #3A and #3B**

**Exhibit B-3 – Improvement Area Boundary Map**

**Exhibit C-1 –Major Improvements Map**

**Exhibit C-2 – Improvement Area #3A and #3B Improvements Map**

**Exhibit D – Engineers' OPC**

**Exhibit E – Lot Mix Exhibit**

## I. Introduction

Heritage is being developed on approximately ±188.943 acres of undeveloped land in the City of Dripping Springs. The subject property is located west of Ranch Road 12 and North of Sportsplex Drive, in Dripping Springs, Hays County, Texas. The project encompasses the construction of 597 detached single-family lots and 103 attached high-density residential units. A site location map is included in the appendix as ***Exhibit A.*** The overall lot mix map is included in the appendix as ***Exhibit E.***

This report includes supporting documentation for the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## II. Development Costs

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all PID eligible offsite and onsite infrastructure. The Engineer's OPC is included as ***Exhibit D***.

## III. Development Improvements

Improvement Area #3A and #3B internal improvements are included in this report and defined in Section III.B. and shown in ***Exhibit C-2***. Improvement Area #1, #2, and #4 internal improvements are excluded from this report. The Improvement Area #3A and #3B area is shown in ***Exhibit B-2.*** Major PID reimbursable improvements are shown in ***Exhibit C-1***. PID eligible improvements descriptions are as follows:

### A. Major Improvements

- *Roadway*

  Improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and North Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. 30% of the North Roger Hanks Parkway Offsite Extension cost shall be included as an eligible PID reimbursable cost.

- *Drainage*

  Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

- *Trails*

  Includes improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway and improvements necessary to construct the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary.

- *Landscaping*

  Primary Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway is included.

- *Soft Costs*

  Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

**B. Improvement Area #3A Improvements**

- *Roadway*

  Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. The internal roadways are located within improvement area #3A, and direct frontage is provided to the single family lots in improvement area #3A to these internal roadways.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within improvement area #3A.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within improvement area #3A.

- *Landscaping*

  Landscaping improvements including plantings.

- *Soft Costs*

  Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

**C. Improvement Area #3B Improvements**

- *Roadway*

  Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. The internal roadways are located

within improvement area #3B, and direct frontage is provided to the single family lots in improvement area #3B to these internal roadways.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within improvement area #3B.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within improvement area #3B.

- *Landscaping*

  Landscaping improvements including plantings.

- *Soft Costs*

  Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

## IV. DEVELOPMENT SCHEDULE

### a. Design Stage

The preliminary plan for the entire PID district is approved by the City of Dripping Springs. The construction drawings for improvement area #3A and #3B are approved by the City of Dripping Springs and TCEQ. Improvement area #3A includes 97 single family lots. Improvement area #3B includes 67 single family lots and a section of Great Sequoia Lane.

### b. Construction Stage

Improvement Area #3A and #3B internal improvements are complete and were accepted by city council on July 15, 2025. All PID eligible improvements within the district are scheduled to be complete within 3 years of the date of this engineer's report.

# Exhibit A

# Heritage Location Map

Plotted By:Erfurth, Kara Date:August 25, 2025 11:19:20am File Path:K:\AUS_Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\A#3 Exhibits\20250825 - PID EXHIBITS.dwg
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# EXHIBIT A - THE PROPERTY
# Heritage
# Location Map

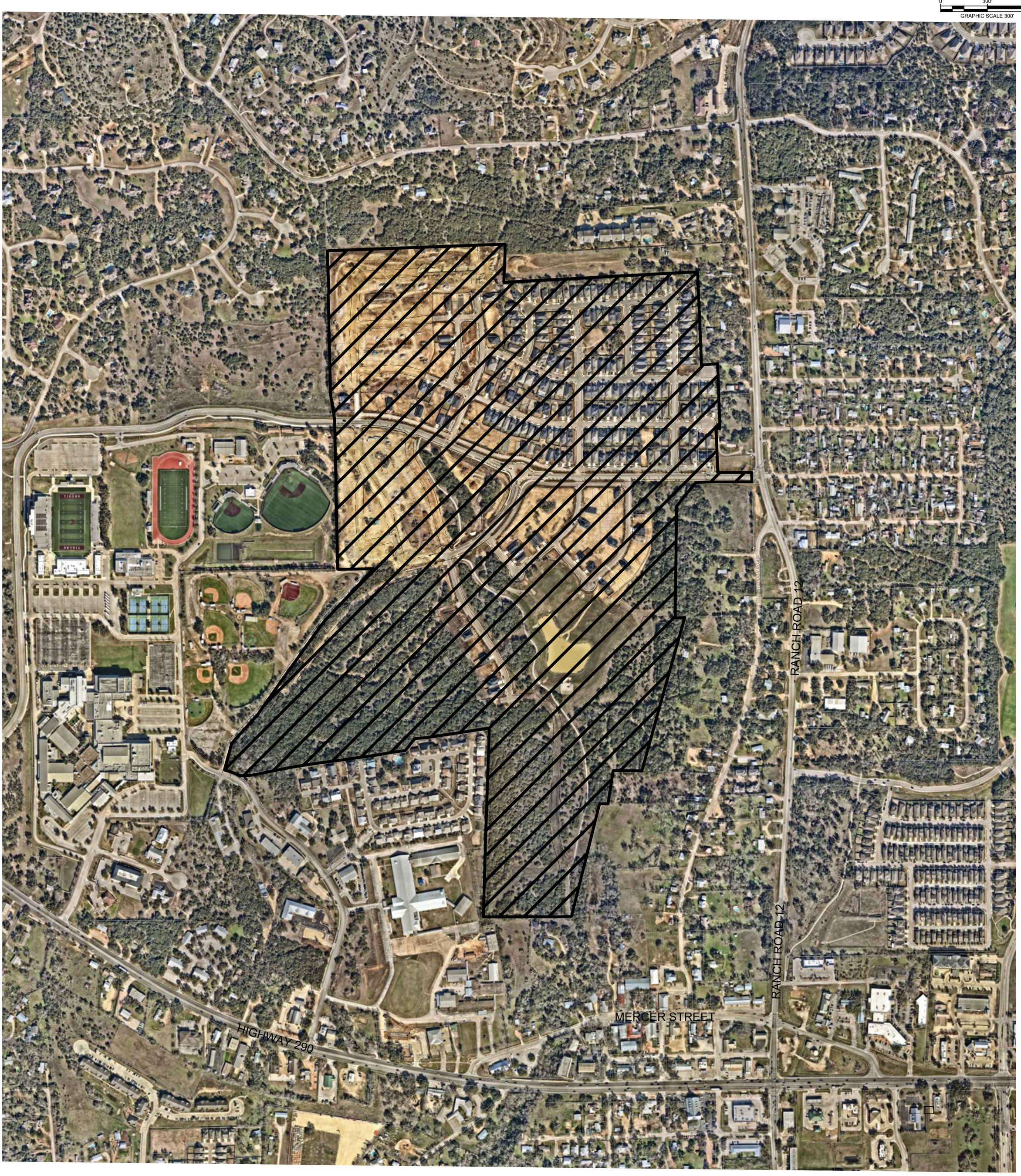
Dripping Springs, Texas
August 2025

THE PROPERTY

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

# Exhibit B

# Property




# EXHIBIT B - THE PROPERTY

# Heritage
# PID Boundary

Dripping Spring, Texas
August 2025

THE PROPERTY

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Plotted By:Erfurth, Kara Date:August 25, 2025 11:07:59am File Path:K:\AUS_Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\IA#3 Exhibits\20250421 - PID EXHIBITS-EX-B-2 - IA3.dwg
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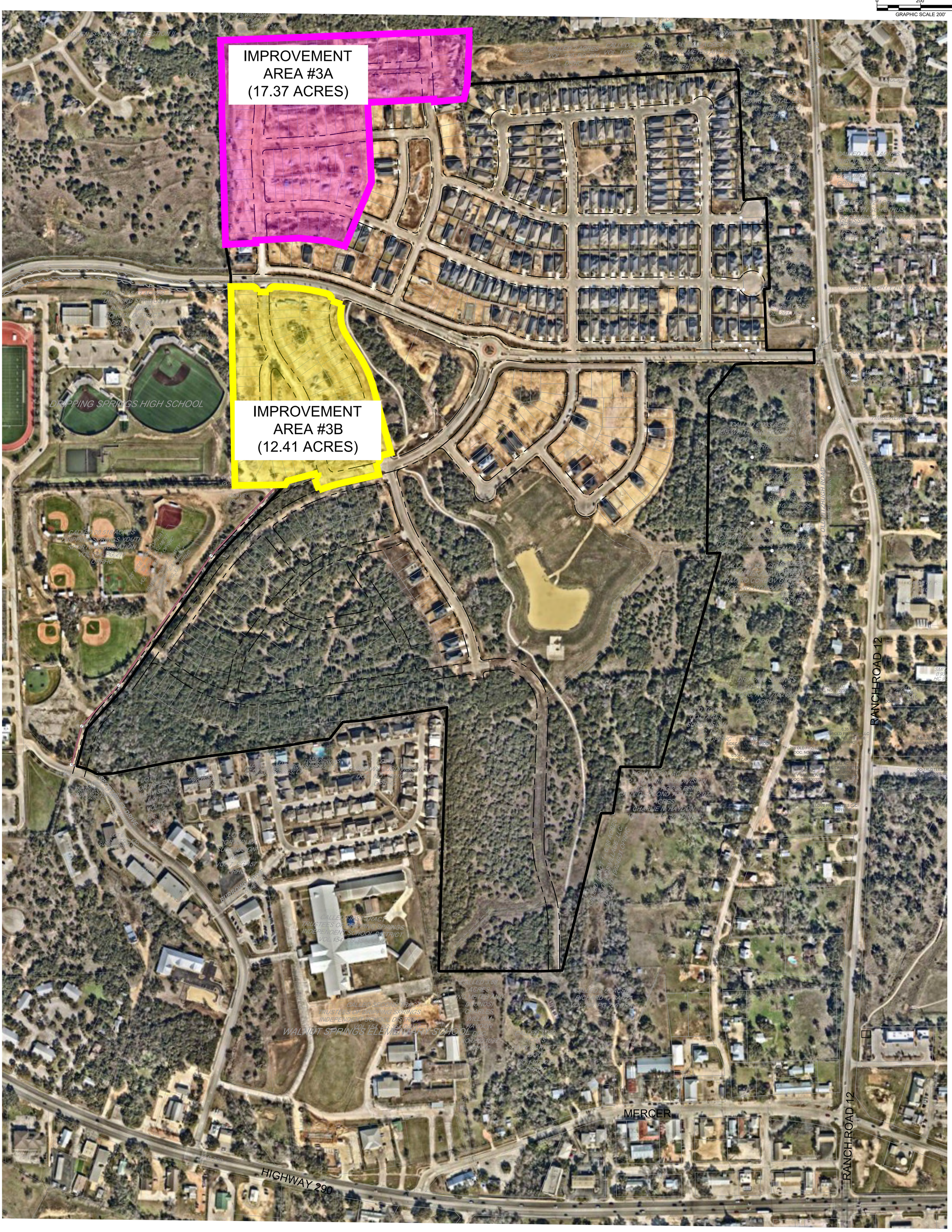
# Exhibit B-2

# Improvement Area #3A and #3B


IMPROVEMENT AREA #3A (17.37 ACRES)
IMPROVEMENT AREA #3B (12.41 ACRES)
HIDDEN SPRINGS RANCH SECTION III VOL. 15, PG. 69-72, PRHC
DRIPPING SPRINGS HIGH SCHOOL
CALLED 20.515 ACRES DRIPPING SPRINGS YOUTH SPORTS ASSOCIATION VOL. 1514, PG. 274 OPRHC
CALLED 15.38 ACRES DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT DOC. NO. 17-8660 OPRHC
CALLED 6.703 ACRES BOB WHITE INVESTMENTS, LLC DOC. NO. 17003085 OPRHC
CALLED 9.003 ACRES DORIS BROWN SCHULTZ SUBDIVISION VOL. 10, PG. 395 PRHC
CALLED 2.00 ACRES INTERSTATE ROAD 3 RAMIRO CORTEZ GUTIERREZ, LLC DOC. NO. 17006004 OPRHC
CALLED 2.07 ACRES CHARLIE N. HAYDON VOL. 2011, PG. 67 DRHC
CALLED 6.38 ACRES OLD TOWN COTTAGES, LLC DOC. NO. 18024931 OPRHC
CALLED 3.68 ACRES (NO METES AND BOUNDS) CHARLES WILLIAM HAYDON DOC. NO. 00024037 OPRHC
CALLED 3.66 ACRES RICHARD T. GARZA VOL. 2011, PG. 226 DRHC
CALLED 1.993 ACRES TEXAS CAPITAL, LLC DOC. NO. 9070838 OPRHC
CALLED 1.435 ACRES AURORA TEXAS PROPERTIES, INC. DOCUMENT NO. 20-8041 OPRHC
CALLED 0.824 ACRES CAROLYN SCHULTHUS DOCUMENT NO. 20031608 OPRHC
CALLED 0.98 ACRES DOC. NO. 19007138 OPRHC
CALLED 0.504 ACRES DEBORAH CARY DOC. NO. 17006005 OPRHC
CALLED 0.35 ACRES 765 OLD FITZHUGH, LLC DOC. NO. 17006006 OPRHC
CALLED 0.42 ACRES DOUGLAS DAVID ROTER DOC. NO. 13032018 OPRHC
LOVE PROPERTIES LLC DOC. NO. 13011080 OPRHC
CALLED 0.42 ACRES TRACY CAMPBELL DOC. NO. 13032018 OPRHC
CALLED 1.00 ACRES DOC. NO. 19007138 OPRHC
CALLED 0.98 ACRES DOC. NO. 19007138 OPRHC
CALLED 0.504 ACRES DEBORAH CARY DOC. NO. 17006005 OPRHC
CALLED 0.35 ACRES 765 OLD FITZHUGH, LLC DOC. NO. 17006006 OPRHC
CALLED 0.42 ACRES DOUGLAS DAVID ROTER DOC. NO. 13032018 OPRHC
LOVE PROPERTIES LLC DOC. NO. 13011080

# Exhibit B-3

# Improvement Area Boundary Map

N
W E
S

0 200' 400'
GRAPHIC SCALE 200'

IA #3A
IA #2
IA #1
IA #3B
IA #2
FUTURE IMPROVEMENT AREA

HIDDEN SPRINGS RANCH SECTION II VOL.14, PG.69-72 PRHC
LOT 14
LOT 17
LOT 18
15' WIDE WATER EASEMENT INST. #19017134, PG.5 OPRHC
CALLED 2 ACRES VOL. 130, PG. 231 DRHC
CALLED 2 ACRES VOL. 1658, PG. 147 OPRHC
CALLED 2 ACRES ( NO METES AND BOUNDS FOUND) DOC. NO.14023160 OPRHC
VOL. 9, PG. 47 PRHC
DRIPPING WATER
130/229
130/232
130/231
10' WIDE PUBLIC RIGHT-OF-WAY
R.M. 12
CALLED 2.640 ACRES TEXAS CAPITAL, LLC DOC. NO.19010833 OPRHC
15' WIDE SANITARY SEWER EASEMENT VOL.4687, PG.12 OPRHC
BLOCK C
CALLED 1.499 ACRES TURQUOISE TEXAS PROPERTIES, INC. DOCUMENT NO. 18044292 OPRHC
CALLED 0.92 ACRE CAROLYN SCHILTHUS DAVIDSON DOCUMENT NO. 01031668 OPRHC
(DESCRIPTION IN VOL.117, PG.415 DRHC)
CALLED 1.00 ACRES VOL. 275, PG. 499 DRHC
CALLED 0.938 ACRES VOL. 391, PG. 223 DRHC
NORTH FORTY ROAD
BROOKSIDE ST.
WATER EASEMENT VOL.199, PG.562 DRHC (POSSIBLE LOCATION)
TIMBERLINE DR.
CALLED 45.53 ACRES DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT DOC. NO. 6018836 OPRHC
DRIPPING SPRINGS HIGH SCHOOL
CALLED 6.033 ACRES BOB WHITE INVESTMENTS, L.P. DOC. NO. 15003085 OPRHC
CALLED 9.008 ACRES DORIS BREEDS DAVIDSON SUBDIVISON VOL. 10, PG. 395 PRHC
OLD FITZHUGH ROAD (WIDTH UNKNOWN)
RANCH ROAD 12
CALLED 0.883 ACRES BOB WHITE INVESTMENTS, L.P. DOC. NO. 15003085 OPRHC
CALLED 0.75 ACRES WEICHERT FAMILY LP DOC. NO. 16015020 OPRHC
CALLED 2.60 ACRES (NO METES AND BOUNDS) RAMIRO CORDOV GARZA DOC. NO.11030500 OPRHC
CALLED 1.0 ACRES SARTAR LCC DOC. NO. 16002041 OPRHC
GARNETT, F. 1.73 AC. 876/81
CALLED 20.518 ACRES DRIPPING SPRINGS YOUTH SPORTS ASSOCIATION VOL.784, PG.210 OPRHC
25' WIDE RIGHT-OF-WAY "BAIRD" EASEMENT VOL.785, PG.334 OPRHC
35' WIDE RIGHT-OF-WAY "SCHMIDT" EASEMENT VOL.785, PG.334 OPRHC
GRAVEL ROAD
CATTLE GUARD
2.60 AC HENRY BROOKS DOC. NO. 21022144 OPRHC
DRIPPING SPRINGS OUTFITTERS DOC. NO. 17032696 OPRHC
LOT 1 OLD TOWN COTTAGES SUBDIVISION DOC. NO. 17003745 OPRHC
0.46 AC NAPIORKOWSKI CARRIE LLC DOC. NO. 17023340 OPRHC
0.46 AC JESSIE, JANIE & JOHN SCOTT DOC. NO. 20026613 OPRHC
0.35 AC 766 OLD FITZHUGH LLC DOC. NO. 21011666 OPRHC
0.4866 AC SIDECAR TASTING ROOM DOC. NO. 17034805 OPRHC
1.00 AC 766 OLD FITZHUGH LLC DOC. NO. 21011867 OPRHC
0.504 AC DEBORAH CARTER VOL.4183, PG. 711 OPRHC
0.42 AC PAUL DAVID ROTEN DOC NO. 80011175 VOL.3376, PG.706 OPRHC
0.95 AC STACY CAMERON BERG DOC. NO. 13032018 VOL.4755, PG.40 OPRHC
0.84 AC WYSA LLC DOC. NO. 22009252 OPRHC
0.32 AC BY LOVE PROPERTIES LLC DOC. NO. 13011669 VOL.4605, PG. 109
BRYANT 2.07 ACRE LOT P.L. TURNER SUBDIVISION VOL.151, PG.236 PRHC
CALLED SECOND TRACT - 2.07 ACRES CHARLIE N. HAYDON VOL. 178, PG. 571 DRHC
CALLED TRACT 1 - 6.38 ACRES LOS OLIVOS VILLAGE, LLC DOC. NO. 19024931 OPRHC
LOT 1 SPORTSPLEX SUBDIVISION NO.1 VOL.7, PG.157 PRHC
2.107 AC DWAYNE ALEIN AND WIFE (2840/300)
LOT 1 THE BURROWS OF DRIPPING SPRINGS, L.P.
LOT 2 THE BURROWS OF DRIPPING SPRINGS, L.P.
LOT 3 THE BURROWS OF DRIPPING SPRINGS, L.P.
LOT 1 BURROWS SUBDIVISION DOC. NO. 18010020 OPRHC
SPORTSPLEX DRIVE
LOT 6 SPORTSPLEX SUBDIVISION NO. THREE (12/59)
LOT 2 SPORTSPLEX SUBDIVISION NO.1 VOL.7, PG.157 PRHC
BURROWS DRIVE (60' WIDE RIGHT-OF-WAY)
LOT 5
LOT 4
3-A
4
5
CALLED FIRST TRACT TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT VOL.154, PG.354 DRHC
CALLED SECOND TRACT TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT VOL.154, PG.354 DRHC
WALNUT SPRINGS ELEMENTARY SCHOOL
CALLED 3.58 ACRES (NO METES AND BOUNDS) CHARLES WILLIAM HAYDON DOC. NO.06021037 OPRTC
CALLED 3.089 ACRES GARY GARNETT DOC. NO:14021219 OPRHC
CALLED 3.61 ACRES RICHARD T. GARZA VOL.269, PG.226 DRHC
MERCER STREET
US 290
HIGHWAY 290
RANCH ROAD 12
WW

# EXHIBIT B-3

## Improvement Area Boundary Map

Dripping Spring, Texas
August 2025

IMPROVEMENT AREA IMPROVEMENTS

- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- IMPROVEMENT AREA #3A
- IMPROVEMENT AREA #3B
- PROPERTY BOUNDARY
- IMPROVEMENT AREA BOUNDARY

Kimley»Horn

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Plotted By:Erfurth, Kara Date:August 25, 2025 11:23:42am File Path:K:\AUS_Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\IA#3 Exhibits\20250421 - Exhibit F - IA3.dwg
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# Exhibit C-1

# Major Improvements Map

N
W E
S

0 200' 400'
GRAPHIC SCALE 200'

IA #3A
IA #1
IA #2
IA #3B
FUTURE IMPROVEMENT AREA

8' WIDE HIKE AND BIKE TRAIL (IA#2 MAJOR IMPROVEMENT)
ROGER HANKS PARKWAY OFFSITE 30% OF COST IS PID ELIGIBLE (IA#1 MAJOR IMPROVEMENT)
ROGER HANKS PARKWAY SLIP STREET (IA#2 MAJOR IMPROVEMENT)
10' WIDE HIKE AND BIKE TRAIL (IA#1 MAJOR IMPROVEMENT)
ROGER HANKS & RR12 PAVING AND SIGNALIZATION IMPROVEMENTS (IA#1 MAJOR IMPROVEMENT)
GREAT SEQUOIA DRIVE (FORMERLY BAIRD LANE) (IA#2 MAJOR IMPROVEMENT)
ROGER HANKS PARKWAY (FORMERLY BROOKSIDE DRIVE) (IA#1 MAJOR IMPROVEMENT)
FUTURE SLIP STREET (IA#2 MAJOR IMPROVEMENT)
DETENTION AND WATER QUALITY POND 1 (IA#1 MAJOR IMPROVEMENT)
8' WIDE HIKE AND BIKE TRAIL (IA#2 MAJOR IMPROVEMENT)

HIDDEN SPRINGS RANCH SECTION II VOL.14, PG.69-72 PRHC
LOT 14
LOT 17
LOT 18
15' WIDE WATER EASEMENT INST. #19017134, PG.5 OPRHC
CALLED 2 ACRES VOL. 130, PG. 231 DRHC
CALLED 2 ACRES VOL. 1658, PG. 147 OPRHC
CALLED 2 ACRES ( NO METES AND BOUNDS FOUND) DOC. NO.14023160 OPRHC
VOL. 9, PG. 47 PRHC
DRIPPING SPRINGS WATER
30' WIDE PUBLIC RIGHT-OF-WAY
R.M. 12
CALLED 2.640 ACRES TEXAS CAPITAL, LLC DOC. NO.19010833 OPRHC
15' WIDE SANITARY SEWER EASEMENT VOL.4687, PG.12 OPRHC
CALLED 1.499 ACRES TURQUOISE TEXAS PROPERTIES, INC. DOCUMENT NO. 18044292 OPRHC
CALLED 0.92 ACRE CAROLYN SCHILTHUS DOCUMENT NO. 01031668 OPRHC (DESCRIPTION IN VOL.717, PG.415 DRHC)
CALLED 1.00 ACRES VOL. 275, PG. 499 DRHC
CALLED 0.938 ACRES VOL. 391, PG. 223 DRHC
BROOKSIDE ST.
WATER EASEMENT VOL.199, PG.562 DRHC (POSSIBLE LOCATION)
TIMBERLINE DR.
CALLED 6.033 ACRES BOB WHITE INVESTMENTS L.P. DOC. NO. 15003085 OPRHC
CALLED 9.008 ACRES DORIS BREEDS DAVIDSON SUBDIVISON VOL. 10, PG. 395 PRHC
OLD FITZHUGH ROAD (WIDTH UNKNOWN)
RANCH ROAD 12
CALLED 0.883 ACRES BOB WHITE INVESTMENTS L.P. DOC. NO. 15003085 OPRHC
CALLED 0.75 ACRES, WEICHERT FAMILY LP DOC. NO. 16025120
CALLED 2.60 ACRES (NO METES AND BOUNDS) RAMIRO CORDOV GARZA DOC. NO.11030500 OPRHC
1.0 ACRES CARTER LCC DOC. NO. 16002041 OPRHC
GARNETT, F. 1.73 AC. 876/81
2.60 AC HENRY BROOKS DOC. NO. 21022144 OPRHC
DRIPPING SPRINGS OUTFITTERS DOC. NO. 17032696 OPRHC
0.46 AC NAPIORKOWSKI CARRIE LLC DOC. NO. 17023340 OPRHC
0.46 AC JESSIE, JANIE & JOHN SCOTT DOC. NO. 20026613 OPRHC
LOT 1 OLD TOWN COTTAGES SUBDIVISION DOC. NO. 17003745 OPRHC
0.4866 AC SIDECAR TASTING ROOM DOC. NO. 17034805 OPRHC
0.504 AC DEBORAH CARTER VOL.4183, PG. 711 OPRHC
0.84 AC WYSA LLC DOC. NO. 22009252 OPRHC
0.35 AC 766 OLD FITZHUGH LLC DOC. NO. 21011866 OPRHC
1.00 AC 766 OLD FITZHUGH LLC DOC. NO. 21011867 OPRHC
0.42 AC PAUL DAVID ROTEN DOC. NO. 80011175 VOL.3376, PG.706 OPRHC
0.95 AC STACY CAMERON BERRY DOC. NO. 13032018 VOL.4755, PG.40 OPRHC
0.32 AC BY LOVE PROPERTIES LLC DOC. NO. 13011669 VOL.4605, PG. 109
BRYANT 2.07 ACRE LOT P.L. TURNER SUBDIVISION VOL.151, PG.236 PRHC
CALLED SECOND TRACT - 2.07 ACRES CHARLIE N. HAYDON VOL. 178, PG. 571 DRHC
CALLED TRACT 1 - 6.38 ACRES LOS OLIVOS VILLAGE, LLC DOC. NO. 19024831 OPRHC
CALLED 3.61 ACRES RICHARD T. GARZA VOL.269, PG.226 DRHC
CALLED 3.58 ACRES (NO METES AND BOUNDS) CHARLES WILLIAM HAYDON DOC. NO.06021037 OPRTC
CALLED 3.089 ACRES GARY GARNETT DOC. NO.14021219 OPRHC
CALLED FIRST TRACT TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT VOL.154, PG.354 DRHC
CALLED SECOND TRACT TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT VOL.154, PG.354 DRHC
CALLED 45.53 ACRES DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT DOC. NO. 6018836 OPRHC
DRIPPING SPRINGS HIGH SCHOOL
CALLED 20.518 ACRES DRIPPING SPRINGS YOUTH SPORTS ASSOCIATION VOL.784, PG.210 OPRHC
25' WIDE RIGHT-OF-WAY "BAIRD" EASEMENT VOL.785, PG.334 OPRHC
35' WIDE RIGHT-OF-WAY "SCHMIDT" EASEMENT VOL.785, PG.334 OPRHC
GRAVEL ROAD
CATTLE GUARD
FL 1/2" FLUSH
2" PIPE FENCE CORNER
THE TURNER COMMUNITY CHURCH (1140/265)
SPORTSPLEX DRIVE
(60' ROAD EASEMENT 784/277 DRT)
LOT 1 SPORTSPLEX SUBDIVISION NO.1 VOL.7, PG.157 PRHC
LOT 6 SPORTSPLEX SUBDIVISION NO. THREE (1239)
LOT 5
LOT 4
3-A
4
5
LOT 2 SPORTSPLEX SUBDIVISION NO.1 VOL.7, PG.157 PRHC
BURROWS DRIVE (60' WIDE RIGHT-OF-WAY)
2.107 AC DIANE KLEIN AND WIFE (2840/300)
LOT 1 THE BURROWS AT DRIPPING SPRINGS, L.P.
LOT 2 THE BURROWS AT DRIPPING SPRINGS, L.P.
LOT 3 THE BURROWS AT DRIPPING SPRINGS, L.P.
LOT 1 BURROWS SUBDIVISION DOC. NO. 18010020 OPRHC
WALNUT SPRINGS ELEMENTARY SCHOOL
US 290
HIGHWAY 290
MERCER
RANCH ROAD 12
1228.28 NOMATCH 12 12 11 8.7 M

# EXHIBIT C-1
# Major Improvements Map

MAJOR IMPROVEMENTS LEGEND

- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- IMPROVEMENT AREA #3A
- IMPROVEMENT AREA #3B
- ROADWAY INTERSECTION IMPROVEMENTS
- MAJOR STORM IMPROVEMENTS
- MAJOR ROADWAY & STORM IMPROVEMENTS
- PONDS/DRAINAGE (MAJOR IMPROVEMENTS)
- 8' HIKE AND BIKE TRAIL

Kimley»Horn

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Dripping Spring, Texas
August 2025

Plotted By:Erfurth, Kara Date:August 25, 2025 11:24:53am File Path:K:\AUS_Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\IA#3 Exhibits\20250425 Exhibit C1 IA3.dwg
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# Exhibit C-2

# Improvement Area #3A and #3B Improvements Map

N
W E
S

0 200' 400'
GRAPHIC SCALE 200'

IA #3A
IA #1
IA #2
IA #3B
IA #2
FUTURE IMPROVEMENT AREA

HIDDEN SPRINGS RANCH SECTION II VOL.14, PG.69-72 PRHC
LOT 14
LOT 17
LOT 18
15' WIDE WATER EASEMENT INST. #19017134, PG.5 OPRHC
CALLED 2 ACRES VOL. 130, PG. 231 DRHC
CALLED 2 ACRES VOL. 1658, PG. 147 OPRHC
CALLED 2 ACRES ( NO METES AND BOUNDS FOUND) DOC. NO.14023160 OPRHC
DRIPPING WATER
30' WIDE PUBLIC RIGHT-OF-WAY
R.M. 12
CALLED 2.640 ACRES TEXAS CAPITAL, LLC DOC. NO.19010833 OPRHC
15' WIDE SANITARY SEWER EASEMENT VOL.4687, PG.12 OPRHC
CALLED 1.499 ACRES TURQUOISE TEXAS PROPERTIES, INC. DOCUMENT NO. 18044292 OPRHC
CALLED 0.92 ACRE CAROLYN SCHILTHUS DOCUMENT NO. 01031668 OPRHC
(DESCRIPTION IN VOL.717, PG.415 DRHC)
CALLED 1.00 ACRES VOL. 275, PG. 499 DRHC
CALLED 0.938 ACRES VOL. 391, PG. 223 DRHC
NORTH FORTY ROAD
BROOKSIDE ST.
WATER EASEMENT VOL.199, PG.562 DRHC (POSSIBLE LOCATION)
TIMBERLINE DR.
CALLED 45.53 ACRES DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT DOC. NO. 6018836 OPRHC
DRIPPING SPRINGS HIGH SCHOOL
CALLED 6.033 ACRES BOB WHITE INVESTMENTS L.P. DOC. NO. 15003085 OPRHC
CALLED 9.008 ACRES DORIS BREEDS DAVIDSON SUBDIVISON VOL. 10, PG. 395 PRHC
OLD FITZHUGH ROAD (WIDTH UNKNOWN)
RANCH ROAD 12
CALLED 0.883 ACRES BOB WHITE INVESTMENTS L.P. DOC. NO. 15003085 OPRHC
CALLED 0.75 ACRES, WEICHERT FAMILY LP DOC. NO. 16002120 OPRHC
CALLED 2.60 ACRES (NO METES AND BOUNDS) RAMIRO CORDOV GARZA DOC. NO 11030500 OPRHC
CALLED 1.0 ACRES KARTAR LLC DOC. NO. 16002041 OPRHC
GARNETT, F. 1.73 AC. 876/81
CALLED 20.518 ACRES DRIPPING SPRINGS YOUTH SPORTS ASSOCIATION VOL.784, PG.210 OPRHC
25' WIDE RIGHT-OF-WAY "BAIRD" EASEMENT VOL.788, PG.334 OPRHC
35' WIDE RIGHT-OF-WAY "SCHMIDT" EASEMENT VOL.788, PG.334 OPRHC
GRAVEL ROAD
CATTLE GUARD
LOT 1 SPORTSPLEX SUBDIVISION NO.1 VOL.7, PG.157 PRHC
LOT 1 BURROWS SUBDIVISION DOC. NO. 18010020 OPRHC
SPORTSPLEX DRIVE
BURROWS DRIVE (60' WIDE RIGHT-OF-WAY)
LOT 6 SPORTSPLEX SUBDIVISION NO. THREE (12/59)
LOT 2 SPORTSPLEX SUBDIVISION NO.1 VOL.7, PG.157 PRHC
LOT 5
LOT 4
CALLED FIRST TRACT TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT VOL.154, PG.354 DRHC
CALLED SECOND TRACT TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT VOL.154, PG.354 DRHC
WALNUT SPRINGS ELEMENTARY SCHOOL
CALLED 3.58 ACRES (NO METES AND BOUNDS) CHARLES WILLIAM HAYDON DOC. NO.06021037 OPRTC
CALLED 3.089 ACRES GARY GARNETT DOC. NO.14021219 OPRHC
CALLED 3.61 ACRES RICHARD T. GARZA VOL.269, PG.226 DRHC
CALLED TRACT 1 - 6.38 ACRES LOS OLIVOS VILLAGE, LLC DOC. NO. 19024931 OPRHC
LOT 1 OLD TOWN COTTAGES SUBDIVISION DOC. NO 17003745 OPRHC
DRIPPING SPRINGS OUTFITTERS DOC. NO. 17032696 OPRHC
BRYANT 2.07 ACRE LOT P.L. TURNER SUBDIVISION VOL.151, PG.236 PRHC
CALLED SECOND TRACT - 2.07 ACRES CHARLIE N. HAYDON VOL. 178, PG. 571 DRHC
MERCER STREET
US 290
HIGHWAY 290

# EXHIBIT C-2

## Improvement Area #3A and #3B Improvements Map

IMPROVEMENT AREA IMPROVEMENTS

- IMPROVEMENT AREA #1
- IMPROVEMENT AREA #2
- IMPROVEMENT AREA #3A
- IMPROVEMENT AREA #3B
- PROPERTY BOUNDARY
- PHASE LINE
- STORM IMPROVEMENTS
- ROADWAY, STORM & WASTEWATER INTERNAL IMPROVEMENT AREA #3 ELIGIBLE IMPROVEMENTS

Kimley»Horn

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Dripping Spring, Texas
August 2025

Plotted By:Erfurth, Kara Date:August 25, 2025 11:26:12am File Path:K:\AUS_Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\IA#3 Exhibits\20250421 - Exhibit F - IA3.dwg
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# Exhibit D

# Engineer's OPC

| PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - HERITAGE DRIPPING SPRINGS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| KIMLEY-HORN AND ASSOCIATES | | | | | | | | | | |
| *25-Aug-25* | | | | | | | | | | |
| | **TOTAL ACREAGE** | **ESTIMATED LOTS** | **ROADWAY** | **DRAINAGE** | **WASTEWATER** | **TRAILS AND LANDSCAPING** | **SUBTOTAL** | **PROJECT MANAGEMENT (4%)** | **ENGINEERING DESIGN & SURVEY (12%)** | **TOTAL COST** |
| **IMPROVEMENT AREA #1 IMPROVEMENTS** | 37.07 | 158 | $1,220,991 | $645,408 | $1,644,140 | $833,737 | **$4,344,277** | $173,771 | $521,313 | **$5,039,361** |
| **IMPROVEMENT AREA #2 IMPROVEMENTS** | 75.57 | 160 | $1,898,122 | $1,604,672 | $1,317,125 | $624,657 | **$5,444,575** | $217,783 | $653,349 | **$6,315,707** |
| **IMPROVEMENT AREA #3A** | 17.37 | 97 | $1,288,791 | $452,103 | $591,668 | $61,043 | **$2,393,605** | $95,744 | $287,233 | **$2,776,581** |
| **IMPROVEMENT AREA #3B** | 12.41 | 67 | $1,275,136 | $229,400 | $502,835 | $44,204 | **$2,051,575** | $82,063 | $246,189 | **$2,379,827** |
| **TOTAL MAJOR IMPROVEMENTS (IA#1, IA#2, IA#3, IA#4)** | 188.94 | 700 | $6,136,773 | $3,184,075 | | $482,499 | **$9,803,346** | $392,134 | $1,176,402 | **$11,371,882** |

**1. Review all notes and assumptions. These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have n rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.**

**2. Water and wastewater service is available at the site.**

**3. A pocket park in Improvement Area #3 is included in this OPC.**

**4.Cost for primary entry features are included in this OPC as a Major Improvement. All other entry signage were included in Improvement Area #1 Improvements.**

**5. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.**

**6. This OPC is preliminary and is prepared without the benefit of all record drawings, franchise utility communication, city communication, etc.**

**7. Soft Cost Included in this OPC:**

**Project Management fee of 4% of the hard costs.**

**Engineering Design & Survey fee of 12% of the hard costs.**

**8. Majority of unit prices are based on similar single family development in the area.**

**9. This OPC assumes that 30% of the cost to construct "Roger Hanks Parkway Extension (Offsite)" is PID eligible. The PID eligible portion of the cost for Roger Hanks Parkway Extension was included in the Improvement Area #1 Major Roadway improvements.**

**10. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.**

**11. The "Authorized Cost" of Major Improvements in Improvement Area #2 shall be 25.6129099% of the total cost of construction of all Major Improvements in the district.**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

# Improvement Area #3A

**Date Prepared: 08/25/2025**
**Date Exhibit: 04/2025**
**Project: Heritage Dripping Springs**
**Client: M/I Homes of Austin**
**KHA Job Number: 067783142**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

| | |
|---|---|
| **Total Acreage:** | **17.37** |
| **Total Disturbed:** | **17.37** |
| **Lots:** | **97** |
| **LF Internal Residential:** | **2,808** |
| **LF of Alley Roadway:** | **0** |
| **LF PID Eligible Slip Street:** | **0** |
| **LF PID Eligible Residential** | **2,808** |

## INTERNAL PID

### A. MOBILZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 1 | MOBILIZATION | 0.58 | LS | $ 262,467.07 | $ 152,230.90 |
| 2 | SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE, TO INCLUDE DISPOSAL OF CLEARED MATERIAL | 12 | AC | $ 3,190.00 | $ 39,587.90 |
| 3 | DEMOLITION OF ALL EXISTING STRUCTURES AND INFRASTRUCTURE AS SHOWN ON DEMOLITION SHEETS OF CONSTRUCTION PLANS, TO INCLUDE MAINTENANCE ACCESS PATH, DRAINAGE STRUCTURES AND POWER POLES | 0.58 | LS | $ 19,834.10 | $ 11,503.78 |
| | | | | **Subtotal** | **$ 203,322.58** |

### B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 4 | PHASE 1 SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,254 | LF | $ 2.35 | $ 5,296.00 |
| 5 | PHASE 2 SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,954 | LF | $ 3.34 | $ 9,866.83 |
| 6 | REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 12,203 | SY | $ 2.59 | $ 31,606.29 |
| 7 | TREE PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,399 | LF | $ 4.33 | $ 10,387.67 |
| 8 | STAGING AND TEMPORARY SPOILS AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 1,138.50 | $ 1,138.50 |
| 9 | CONCRETE TRUCK WASHOUT, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 495.00 | $ 495.00 |
| 10 | CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 20 | EA | $ 115.50 | $ 2,310.00 |
| | | | | **Subtotal** | **$ 61,100.29** |

### C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 11 | 18” DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,312 | LF | $ 83.70 | $ 109,814.40 |
| 12 | 24” DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND | 398 | LF | $ 101.24 | $ 40,293.52 |
| 13 | 30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND | 142 | LF | $ 134.49 | $ 19,097.58 |
| 14 | 36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND | 557 | LF | $ 174.85 | $ 97,391.45 |
| 15 | STANDARD STORM MANHOLE, 4' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 6 | EA | $ 4,663.18 | $ 27,979.08 |
| 16 | STANDARD STORM MANHOLE, 5' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 3 | EA | $ 5,464.86 | $ 16,394.58 |
| 17 | STANDARD STORM MANHOLE, 6' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 6,733.23 | $ 13,466.46 |
| 18 | REMOVE PLUG AND CONNECT TO EXISTING 24" RCP | 3 | EA | $ 1,904.51 | $ 5,713.53 |
| 20 | REMOVE PLUG AND CONNECT TO EXISTING 36" RCP | 1 | EA | $ 1,680.65 | $ 1,680.65 |
| 21 | END AND PLUG FOR FUTURE CONNECTION | 1 | EA | $ 1,494.70 | $ 1,494.70 |
| 22 | 5’ CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 4,638.26 | $ 9,276.52 |
| 23 | 10’ CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 15 | EA | $ 6,344.27 | $ 95,164.05 |
| 24 | 4'x4' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 5,496.45 | $ 5,496.45 |
| 25 | 5'x5' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 6,189.74 | $ 6,189.74 |
| 26 | TRENCH SAFETY SYSTEM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,409 | LF | $ 1.10 | $ 2,649.90 |
| | | | | **Subtotal** | **$ 452,102.61** |

### D. WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 27 | 8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS),COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,585 | LF | $ 74.46 | $ 192,479.10 |
| 28 | 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 13 | EA | $ 4,715.08 | $ 61,296.04 |
| 29 | 4' DIAMETER PRECAST CONCRETE WASTEWATER EXTERNAL DROP MANHOLE, COMPLETE IN PLACE AS DETAILED AND | 1 | EA | $ 7,508.90 | $ 7,508.90 |
| 30 | WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE | 14 | EA | $ 1,724.86 | $ 24,148.04 |
| 31 | 8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 980.90 | $ 980.90 |
| 32 | CORE INTO EXISTING MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 6,431.76 | $ 6,431.76 |
| 33 | REMOVE PLUG AND CONNECT TO EXISTING WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 3 | EA | $ 1,263.66 | $ 3,790.98 |
| 34 | COATING FOR WASTEWATER MANHOLES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 14 | EA | $ 1,532.23 | $ 21,451.22 |
| 35 | DOUBLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 40 | EA | $ 5,018.37 | $ 200,734.80 |
| 36 | SINGLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 17 | EA | $ 3,644.92 | $ 61,963.64 |
| 37 | TESTING | 2,585 | LF | $ 3.11 | $ 8,039.35 |
| 38 | TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,585 | LF | $ 1.10 | $ 2,843.50 |
| | | | | **Subtotal** | **$ 591,668.23** |

### E. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 39 | EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW* | 8412.9 | CY | $ 6.05 | $ 50,898.05 |
| 40 | EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW* | 4530.96 | CY | $ 4.90 | $ 22,201.70 |
| 41 | EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW* | 17467.86 | CY | $ 6.05 | $ 105,680.55 |
| 42 | EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW* | 25184.76 | CY | $ 4.90 | $ 123,405.32 |
| 43 | IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0 | CY | $ - | $ - |
| 44 | EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0 | CY | $ - | $ - |
| | | | | **Subtotal** | **$ 302,185.63** |

### F. PAVING (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 45 | SUB GRADE PREPARATION – COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 11,627 | SY | $ 2.21 | $ 25,695.67 |
| 46 | GEOGRID - A SINGLE LAYER OF TEXAR TX-130S OR EQUIVALENT, COMPLETE IN PLACE AS REQUIRED BY GEOTECHNICAL | 11,627 | SY | $ 2.40 | $ 27,904.80 |
| 47 | LIME STABILIZATION A MINIMUM OF 8" BELOW SUBGRADE, COMPLETE IN PLACE AS REQUIRED BY GEOTECHNICAL REPORT | 11,627 | SY | $ 10.82 | $ 125,804.14 |
| 48 | 8" CRUSHED LIMESTONE BASE , COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 11,769 | SY | $ 15.64 | $ 184,067.16 |
| 49 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH , COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 8,739 | SY | $ 17.70 | $ 154,680.30 |
| 50 | 2' CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 5,405 | LF | $ 22.51 | $ 121,666.55 |
| 51 | CONCRETE SIDEWALKS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 245 | SY | $ 71.56 | $ 17,532.20 |
| 52 | SIDEWALK CURB RAMP, TXDOT TYPE 1, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 1,420.95 | $ 2,841.90 |
| 53 | SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4 | EA | $ 1,468.24 | $ 5,872.96 |
| | | | | **Subtotal** | **$ 666,065.68** |

## G. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 54 | NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT | 7 | EA | $ 6,042.77 | $ 42,299.39 |
| 55 | STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 1,182.50 | $ 1,182.50 |
| 56 | MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0.58 | LS | $ 15,838.35 | $ 9,186.24 |
| 57 | TRAFFIC SIGNS, (STOP SIGN W/ STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0.58 | LS | $ 5,945.50 | $ 3,448.39 |
| | | | | **Subtotal** | **$ 56,116.52** |

## H. LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 58 | PERFECT CUTS LANDSCAPING | 0.58 | LS | $ 105,246.56 | $ 61,043.00 |
| | | | | **Subtotal** | **61,043.00** |

## SUMMARY OF ESTIMATED PROJECT COSTS

| | DESCRIPTION | TOTAL COST |
|---|---|---|
| A. | **MOBILZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)** | $ 203,322.58 |
| B. | **EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)** | $ 61,100.29 |
| C. | **STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)** | $ 452,102.61 |
| D. | **WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)** | $ 591,668.23 |
| E. | **EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)** | $ 302,185.63 |
| F. | **PAVING (INCLUDED IN ROADWAY IN SUMMARY)** | $ 666,065.68 |
| G. | **MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)** | $ 56,116.52 |
| H. | **LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)** | $ 61,043.00 |
| | **Project Subtotal** | **$ 2,393,604.54** |
| | Cost per lot | 24,676.34 |

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

# Improvement Area #3B

**Date Prepared: 08/25/2025**
**Date Exhibit: 04/2025**
**Project: Heritage Dripping Springs**
**Client: M/I Homes of Austin**
**KHA Job Number: 067783142**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

| | |
|---|---|
| **Total Acreage:** | **12.41** |
| **Total Disturbed:** | **12.41** |
| **Lots:** | **67** |
| **LF Internal Residential:** | **2,349** |
| **LF of Alley Roadway:** | **0** |
| **LF PID Eligible Slip Street:** | **0** |
| **LF PID Eligible Residential** | **2,349** |
| **LF PID Eligible Collector Roadway:** | **288** |

## INTERNAL PID

### A. MOBILZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 1 | MOBILIZATION | 0.42 | LS | $ 262,467.07 | $ 110,236.17 |
| 2 | SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE, TO INCLUDE DISPOSAL OF CLEARED MATERIAL | 18 | AC | $ 3,190.00 | $ 56,877.70 |
| 3 | DEMOLITION OF ALL EXISTING STRUCTURES AND INFRASTRUCTURE AS SHOWN ON DEMOLITION SHEETS OF CONSTRUCTION PLANS, TO INCLUDE MAINTENANCE ACCESS PATH, DRAINAGE STRUCTURES AND POWER POLES | 0.42 | LS | $ 19,834.10 | $ 8,330.32 |
| | | | | **Subtotal** | **$ 175,444.19** |

### B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 4 | PHASE 1 SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 652 | LF | $ 2.35 | $ 1,532.20 |
| 5 | PHASE 2 SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,732 | LF | $ 3.34 | $ 9,124.88 |
| 6 | REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 8,837 | SY | $ 2.59 | $ 22,887.31 |
| 7 | TREE PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,691 | LF | $ 4.33 | $ 7,322.03 |
| 8 | CURLEX MATTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,570 | SY | $ 36.30 | $ 93,291.00 |
| 9 | STAGING AND TEMPORARY SPOILS AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 1,138.50 | $ 1,138.50 |
| 10 | CONCRETE TRUCK WASHOUT, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 495.00 | $ 495.00 |
| 11 | CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 9 | EA | $ 115.50 | $ 1,039.50 |
| | | | | **Subtotal** | **$ 136,830.42** |

### C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 12 | 18” DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 888 | LF | $ 83.70 | $ 74,325.60 |
| 13 | 30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 417 | LF | $ 134.49 | $ 56,082.33 |
| 14 | STANDARD STORM MANHOLE, 4' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4 | EA | $ 4,663.18 | $ 18,652.72 |
| 15 | STANDARD STORM MANHOLE, 5' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 5,464.86 | $ 10,929.72 |
| 16 | REMOVE PLUG AND CONNECT TO EXISTING 18" RCP | 1 | EA | $ 1,510.94 | $ 1,510.94 |
| 17 | REMOVE PLUG AND CONNECT TO EXISTING 30" RCP | 1 | EA | $ 1,680.65 | $ 1,680.65 |
| 18 | END AND PLUG FOR FUTURE CONNECTION | 1 | EA | $ 1,494.70 | $ 1,494.70 |
| 19 | 10’ CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 9 | EA | $ 6,344.27 | $ 57,098.43 |
| 20 | 5'x5' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 6,189.74 | $ 6,189.74 |
| 21 | TRENCH SAFETY SYSTEM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,305 | LF | $ 1.10 | $ 1,435.50 |
| | | | | **Subtotal** | **$ 229,400.33** |

### D. WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 22 | 8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS),COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,477 | LF | $ 74.46 | $ 184,437.42 |
| 23 | 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 13 | EA | $ 4,715.08 | $ 61,296.04 |
| 24 | 4' DIAMETER PRECAST CONCRETE WASTEWATER EXTERNAL DROP MANHOLE, COMPLETE IN PLACE AS DETAILED AND | 3 | EA | $ 7,508.90 | $ 22,526.70 |
| 25 | WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS D | 14 | EA | $ 1,724.86 | $ 24,148.04 |
| 26 | WASTEWATER MANHOLE BOLTED RING AND COVER, INCLUDING 1' ABOVE FINISHED GRADE COMPLETE IN PLACE AS DETAILED | 2 | EA | $ 1,851.89 | $ 3,703.78 |
| 27 | REMOVE PLUG AND CONNECT TO EXISTING WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 1,263.66 | $ 2,527.32 |
| 28 | COATING FOR WASTEWATER MANHOLES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 16 | EA | $ 1,532.23 | $ 24,515.68 |
| 29 | DOUBLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 33 | EA | $ 5,018.37 | $ 165,606.21 |
| 30 | SINGLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 3,644.92 | $ 3,644.92 |
| 31 | TESTING | 2,477 | LF | $ 3.11 | $ 7,703.47 |
| 32 | TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,477 | LF | $ 1.10 | $ 2,724.70 |
| | | | | **Subtotal** | **$ 502,834.28** |

### E. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 33 | EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW* | 6092 | CY | $ 6.05 | $ 36,857.21 |
| 34 | EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW* | 3281 | CY | $ 4.90 | $ 16,077.10 |
| 35 | EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW* | 12649 | CY | $ 6.05 | $ 76,527.30 |
| 36 | EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW* | 18237 | CY | $ 4.90 | $ 89,362.48 |
| 37 | IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0 | CY | $ - | $ - |
| 38 | EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0 | CY | $ - | $ - |
| | | | | **Subtotal** | **$ 218,824.07** |

### F. PAVING (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 39 | SUB GRADE PREPARATION – COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 11,010 | SY | $ 2.21 | $ 24,332.10 |
| 40 | GEOGRID - A SINGLE LAYER OF TEXAR TX-130S OR EQUIVALENT, COMPLETE IN PLACE AS REQUIRED BY GEOTECHNICAL | 11,010 | SY | $ 2.40 | $ 26,424.00 |
| 41 | LIME STABILIZATION A MINIMUM OF 8" BELOW SUBGRADE, COMPLETE IN PLACE AS REQUIRED BY GEOTECHNICAL REPORT | 11,010 | SY | $ 10.82 | $ 119,128.20 |
| 42 | 8" CRUSHED LIMESTONE BASE , COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 9,626 | SY | $ 15.64 | $ 150,550.64 |
| 43 | 16" CRUSHED LIMESTONE BASE , COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,242 | SY | $ 29.90 | $ 37,135.80 |
| 44 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH , COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 7,157 | SY | $ 17.70 | $ 126,678.90 |
| 45 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5 INCH , COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 922 | SY | $ 22.14 | $ 20,413.08 |
| 46 | 2' CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4,328 | LF | $ 22.51 | $ 97,423.28 |
| 47 | 2' NOTCHED CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 750 | LF | $ 29.22 | $ 21,915.00 |
| 48 | CONCRETE SIDEWALKS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 526 | SY | $ 71.56 | $ 37,640.56 |
| 49 | SIDEWALK CURB RAMP, TXDOT TYPE 7, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 1,528.82 | $ 1,528.82 |
| 50 | SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 11 | EA | $ 1,468.24 | $ 16,150.64 |
| | | | | **Subtotal** | **$ 679,321.02** |

## G. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 51 | NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT | 9 | EA | $ 6,042.77 | $ 54,384.93 |
| 52 | STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 1,182.50 | $ 1,182.50 |
| 53 | MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0.42 | LS | $ 15,838.35 | $ 6,652.11 |
| 54 | TRAFFIC SIGNS, (STOP SIGN W/ STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 0.42 | LS | $ 5,945.50 | $ 2,497.11 |
| | | | | **Subtotal** | **$ 64,716.65** |

## H. LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)

| | DESCRIPTION | QUANTITY | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 55 | PERFECT CUTS LANDSCAPING | 0.42 | LS | $ 105,246.56 | $ 44,203.56 |
| | | | | **Subtotal** | **44,203.56** |

## SUMMARY OF ESTIMATED PROJECT COSTS

| | DESCRIPTION | TOTAL COST |
|---|---|---|
| A. | **MOBILZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)** | $ 175,444.19 |
| B. | **EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)** | $ 136,830.42 |
| C. | **STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)** | $ 229,400.33 |
| D. | **WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)** | $ 502,834.28 |
| E. | **EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)** | $ 218,824.07 |
| F. | **PAVING (INCLUDED IN ROADWAY IN SUMMARY)** | $ 679,321.02 |
| G. | **MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)** | $ 64,716.65 |
| H. | **LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)** | $ 44,203.56 |
| | **Project Subtotal** | **$ 2,051,574.52** |
| | Cost per lot | 30,620.52 |

# Exhibit E

# Lot Mix Exhibit

# HERITAGE

## PDD Compliant Overall Residential Lot Size Exhibit

Dripping Spring, Texas
August 2025

| HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Medium Density Detached** | | | | | | | | |
| **Product** | **Phase 1** | **Phase 2** | **Phase 3A** | **Phase 3B** | **Phase 4A** | **Phase 4B** | **Lots** | **Percent** |
| 40's | 12 | 14 | 34 | | | | 60 | 9% |
| 45's | 100 | 74 | 38 | 20 | 76 | | 308 | 44% |
| 50's | 46 | 12 | 25 | 2 | 39 | | 124 | 18% |
| Subtotal MDD | 158 | 100 | 97 | 22 | 115 | 0 | 492 | 70% |
| **High Density Detached** | | | | | | | | |
| **Product** | | | | | | | **Lots** | **Percent** |
| 35's | | 6 | | 45 | | | 51 | 7% |
| 40's | | 54 | | | | | 54 | 8% |
| Subtotal HDD | 0 | 60 | 0 | 45 | 0 | 0 | 105 | 15% |
| **High Density Attached** | | | | | | | | |
| **Product** | | | | | | | **Lots** | **Percent** |
| MF | | | | | | 103 | 103 | 15% |
| Total Lots | 158 | 160 | 97 | 67 | 115 | 103 | 700 | |

IMPROVEMENT AREA #3A

IMPROVEMENT AREA #3B

PROPERTY BOUNDARY

PHASE LINE

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Plotted By:Erfurth, Kara Date:August 25, 2025 11:30:29am File Path:K:\AUS_Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20250424 - Overall Lotting Exhibit.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**ORDINANCE NO. 2025-__**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF DRIPPING SPRINGS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Dripping Springs, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), has previously created the Heritage Public Improvement District (the "District"), pursuant to Resolution No. 2017-74 adopted by the City Council of the City (the "Council") on November 14, 2017; and

WHEREAS, the authorization creating the District became effective upon publication of its authorization on November 30, 2017 in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City; and

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

WHEREAS, the District is being developed in phases, including the development of an area encompassing approximately 17.37 acres within the District designated as "Improvement Area #3A" ("Improvement Area #3A") and an area encompassing approximately 12.41 acres within the District designated as "Improvement Area #3B" and, collectively with Improvement Area #3A, "Improvement Area #3"; and

WHEREAS, pursuant to the PID Act, on October 8, 2025, the Council published notice of the assessment hearing in *News-Dispatch*, a newspaper of general circulation in the City, and held a public hearing on October 21, 2025, regarding the levy of special assessments within Improvement Area #3 of the District, and on October 21, 2025, the Council adopted the assessment ordinance that levied the Improvement Area #3 Assessments (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") relating to the District and levied the Improvement Area #3 Assessments (as defined in the Indenture) in Improvement Area #3 of the District as shown on the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll (each as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) the interest on the Bonds during and after the period of construction (all as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Improvement Area #3 Projects are located within the District, and the City has determined that the Improvement Area #3 Projects confer a special benefit on the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Improvement Area #3 Projects and the Bond Issuance Costs, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

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

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THAT:**

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

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of $7,021,000* for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) the interest on the Bonds during and after the period of construction (all as defined in the Indenture).

* Preliminary, Subject to Change.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of November 1, 2025, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

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

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

Section 4. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary

Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Improvement Area #3 Projects, the Development, the Developers (as defined in the Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement of the Issuer (the "Continuing Disclosure Agreement") between the City, P3Works, LLC and Wilmington Trust, National Association, as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes and the City Administrator of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Administrator, such approval to be evidenced by the execution thereof.

Section 6. Bond Counsel's Opinion. The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriter. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 7. Additional Actions. The Mayor, Mayor Pro Tem, City Administrator, Deputy City Administrator, City Treasurer and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, City Administrator, Deputy City Administrator, City Treasurer and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

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PASSED AND APPROVED on October 21, 2025.

CITY OF DRIPPING SPRINGS, TEXAS

_____
Bill Foulds, Mayor

ATTEST:

_____
Diana Boone, City Secretary

APPROVED AS TO FORM

_____
Laura Mueller, City Attorney

[CITY SEAL]

*[Signature page]*

# EXHIBIT A

INDENTURE OF TRUST

# INDENTURE OF TRUST

By and Between

**CITY OF DRIPPING SPRINGS, TEXAS**

and

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

**DATED AS OF NOVEMBER 1, 2025**

SECURING

**$[_____]**

**CITY OF DRIPPING SPRINGS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #3A AND IMPROVEMENT
AREA #3B PROJECT)**

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# INDENTURE OF TRUST

THIS INDENTURE, dated as of November 1, 2025, is by and between the CITY OF DRIPPING SPRINGS, TEXAS (the "*City*"), and Wilmington Trust, National Association, a national banking association, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City on February 9, 2016 (the "*Original Petition*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "*District*" or "*PID*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "*Amended and Restated Petition*") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

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

WHEREAS, on October 17, 2017, the City Council (the "*City Council*") of the City approved an Annexation and Development Agreement between the City, SLF IV – Dripping Springs JV, L.P. ("*SLF*") and BobWhite Investments, LP, now doing business as Original BobWhite Investments, LP ("*BobWhite*") (the "*Annexation and Development Agreement*") and authorized the full purpose annexation of property within the District pursuant to Ordinance No. 1803.91; and

WHEREAS, on October 17, 2017, the City Council approved the Heritage Public Improvement District Financing Agreement between SLF and the City (the "*Original Financing Agreement*"); and

WHEREAS, on November 14, 2017, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, on November 30, 2017, the City published the Creation Resolution in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

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

WHEREAS, on May 3, 2021, SLF, M/I Homes of Austin, LLC ("*M/I Homes*") and Tri Pointe Homes Texas, Inc. ("*Tri Pointe*" and, collectively with M/I Homes, the "*Owner*") entered into an Assignment of Heritage Public Improvement District Financing Agreement (the "*Financing Agreement Assignment*"), in which SLF assigned all its right, title and interest under the Original Financing Agreement to the Owner; and

WHEREAS, the City Council approved the Financing Agreement Assignment and confirmed the Owner's satisfaction of the requirements for the Financing Agreement Assignment on November 10, 2020; and

WHEREAS, on December 20, 2022, the City Council approved the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement between the City and M/I Homes, and as joined by Tri Pointe and BobWhite, as consenting parties (as more fully defined herein, the "*Amended and Restated Financing Agreement*"), pursuant to which M/I Homes agreed to construct the Authorized Improvements identified in the Service and Assessment Plan, and the City agreed to reimburse M/I Homes for the costs of constructing certain of the Authorized Improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said bonds; and

WHEREAS, on June 29, 2023, the City Council issued $7,043,000 in revenue bonds, in accordance with the PID Act, entitled "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)" (the "*Improvement Area #1 Bonds*"), such Improvement Area #1 Bonds being payable solely from the Improvement Area #1 Assessments and other funds pledged pursuant to an indenture dated June 1, 2023 to the payment of the Improvement Area #1 Bonds; and

WHEREAS, in June of 2024, the Parcels within the District owned by BobWhite were subsequently transferred to either M/I Homes or Tri Pointe in various fee simple transactions; and

WHEREAS, on July 16, 2024, the City approved Resolution No. 2024-R14 consenting and assigning all rights, interests and obligations of BobWhite under the Development Agreement to M/I Homes; and

WHEREAS, on October 16, 2024, the City Council issued $6,873,000 in revenue bonds, in accordance with the PID Act, entitled "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)" (the "*Improvement Area #2 Bonds*"), such Improvement Area #2 Bonds being payable solely from the Improvement Area #2 Assessments and other funds pledged pursuant to an indenture dated October 1, 2024 to the payment of the Improvement Area #2 Bonds; and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #3A Assessment Roll*" and the proposed "*Improvement Area #3B Assessment Roll*" (collectively, the "*Improvement Area #3 Assessment Roll*") and the service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the statutory notice of a public hearing to be held by the City Council on October 21, 2025, advising that the City Council would consider the service and assessment plan (the "*Service and Assessment Plan*") and the levy of the proposed assessments (the "*Improvement Area #3A Assessments*" and the "*Improvement Area #3B Assessments*" and, collectively referred to herein as the "*Improvement Area #3 Assessments*") on real property within Improvement Area #3A and Improvement Area #3B of the District, respectively, was published on October 8, 2025, in the *Hays News Dispatch*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #3 Assessment Roll, the Service and Assessment Plan and the levy of the Improvement Area #3 Assessments on property within Improvement Area #3 of the District to the address of record at Hays Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #3 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 21, 2025, held a public hearing to consider the levy of the proposed Improvement Area #3 Assessments on property within Improvement Area #3 of the District, at which any and all persons who appeared, or requested to appear, in person as provided in the notice of public hearing published on October 8, 2025 or by their attorney, were given the opportunity to contend for or contest the Improvement Area #3 Assessment Roll and the proposed Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #3 Assessments, the allocation of the Actual Costs (as defined herein) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #3A (the "*Improvement Area #3A Authorized Improvements*"), the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #3B (the "*Improvement Area #3B Authorized Improvements*" and collectively with the Improvement Area #3A Authorized Improvements, the "*Improvement Area #3 Authorized Improvements*"), the purposes of the Improvement Area #3

Assessments, the special benefits of the Improvement Area #3 Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #3 Assessments; and

WHEREAS, the City Council convened the hearing on October 21, 2025, at which there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Improvement Area #3 Assessment Roll, or the levy of the Improvement Area #3 Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and passed, approved and adopted the Assessment Ordinance, which Assessment Ordinance approved the Improvement Area #3A Assessment Roll, approved the Improvement Area #3B Assessment Roll, and levied the Improvement Area #3 Assessments; and

WHEREAS, on October 21, 2025, in connection with the levy of the Improvement Area #3 Assessments, concurrently therewith, each Owner executed a Landowner Certificate (defined herein), wherein each Owner, among other things, approved and accepted the Assessment Ordinance and the Service and Assessment Plan, including the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll, consented to and accepted the levy of the Improvement Area #3 Assessments against its properties located within Improvement Area #3 of the District, and agreed to pay the Improvement Area #3 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "*Bonds*") payable from the Pledged Revenues (defined herein) for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) the interest on the Bonds during and after the period of construction; and

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

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

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

THIRD GRANTING CLAUSE

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

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

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

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

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

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and

delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Holders from time to time of the Bonds Similarly Secured as follows:

## ARTICLE I

## DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

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

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

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

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

"*Additional Interest Rate*" means the additional 0.50% interest charged on the Improvement Area #3 Assessments as authorized by Section 372.018 of the PID Act.

"*Additional Obligations*" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes, or time warrants, secured in whole or in part by an assessment, other than the Improvement Area #3 Assessments securing the Bonds Similarly Secured, levied against property within Improvement Area #3 of the District in accordance with the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

"*Administrative Reserves*" means the estimated first year Annual Collection Costs.

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

"*Amended and Restated Financing Agreement*" means the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement between the City and M/I Homes, and as joined by Tri Pointe and BobWhite, as consenting parties, dated as of December 20, 2022, as may have been or may be further amended and supplemented from time to time, which provides for the appointment, levying and collection of the Assessments, the construction and terms of reimbursement to M/I Homes for a portion of the Actual Costs of the Authorized Improvements, the maintenance of the Authorized Improvements, the issuance of bonds and other matters related thereto.

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

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bonds Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment(s)*" means, collectively, the Improvement Area #3A Annual Installments and the Improvement Area #3B Annual Installments.

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

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" or "*Assessed Properties*" means any Parcel within the District that benefits from an Authorized Improvement and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan).

"*Assessment*" means an assessment levied against a Parcel imposed pursuant to an assessment ordinance and the provisions of the Service and Assessment Plan, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"*Assessment Ordinance*" means Ordinance No. 2025-[__] adopted by the City Council on October 21, 2025, that levied the Improvement Area #3A Assessments and the Improvement Area #3B Assessments, as shown on the Improvement Area #3A Assessment Roll and Improvement Area #3B Assessment Roll, respectively.

"*Assessment Revenues*" means the revenues received by the City from the collection of Improvement Area #3 Assessments, including Prepayments, the Annual Installments, and Foreclosure Proceeds.

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Improvement Area #3A Assessment Roll and Improvement Area #3B Assessment Roll included in the Service and Assessment Plan as Exhibit K-1 and Exhibit M-1, respectively, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of Bonds Similarly Secured, or in connection with any Annual Service Plan Update.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means $25,000 and any integral multiple of $1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect, provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond. With respect to Refunding Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

"*Authorized Improvements*" means improvements authorized by Section 372.003 of the PID Act as described in Section III and depicted on Exhibit S, Exhibit T, Exhibit U and Exhibit V to the Service and Assessment Plan.

"*BobWhite*" means Original BobWhite Investments, LP, a Texas limited partnership, formerly known as BobWhite Investments, LP.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

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

"*Bond Ordinance*" means Ordinance No. 2025-[__] adopted by the City Council on October 21, 2025, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certification for Payment*" means a certificate given pursuant to the Amended and Restated Financing Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request payment for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached to the Amended and Restated Financing Agreement as Schedule I thereto.

"*City*" means the City of Dripping Springs, Texas.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Council*" means the governing body of the City.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"*Closing Date*" means the date of the initial delivery of and payment for the applicable series of Bonds Similarly Secured.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Continuing Disclosure Agreements of Owner*" means each agreement executed between the respective Owner, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the respective Owner agrees to provide certain information regarding the development of the District and the Improvement Area #3 Projects for the benefit of the Holders of the Bonds (including owners of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Issuer*" means the agreement executed between the City, Administrator and the dissemination agent for the benefit of the Holders of the Bonds (including owners of beneficial interests of the Bonds), to provide, by certain dates prescribed therein periodic information and notices of material events regarding the City in accordance with Securities and Exchange Commission Rule 15c2-12.

"*Cost of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*County*" means Hays County, Texas.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency & Prepayment Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Delinquency & Prepayment Reserve Requirement*" means an amount equal to 4.25% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #3 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Improvement Area #3 Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Dallas, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*District*" means the approximately 188.943 acres within the corporate limits of the City known as the Heritage Public Improvement District, as described legally by metes and bounds on Exhibit A-1 and as depicted by the map on Exhibit B-1 to the Service and Assessment Plan.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #3 Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Holder*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-

entry only form and held by DTC as securities depository in accordance with Section 3.11. The term "*Holder*", when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"*Improvement Area #1*" means approximately 37.073 acres located within the District, as described legally by metes and bounds on Exhibit A-2 to the Service and Assessment Plan.

"*Improvement Area #1 Assessed Property*" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied as shown on the Improvement Area #1 Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #1 other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Improvement Area #1 Assessment*" means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an assessment ordinance and the provisions of the Service and Assessment Plan, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions of the Service and Assessment Plan and in the PID Act.

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

"*Improvement Area #1 Bonds*" means the $7,043,000 City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project).

"*Improvement Area #2*" means approximately 75.57 acres located within the District, as described legally by metes and bounds on Exhibit A-3 to the Service and Assessment Plan.

"*Improvement Area #2 Assessed Property*" means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied as shown on the Improvement Area #2 Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #2 other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Improvement Area #2 Assessment*" means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an assessment ordinance and the provisions of the Service and Assessment Plan, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions of the Service and Assessment Plan and in the PID Act.

"*Improvement Area #2 Assessment Roll*" means the Assessment Roll for the Improvement Area #2 Assessed Property and included in the Service and Assessment Plan as Exhibit H, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"*Improvement Area #2 Bonds*" means the $6,873,000 City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project).

"*Improvement Area #3*" means, collectively, Improvement Area #3A and Improvement Area #3B.

"*Improvement Area #3 Assessed Property*" means collectively, the Improvement Area #3A Assessed Property and the Improvement Area #3B Assessed Property.

"*Improvement Area #3 Assessment*" means, collectively, the Improvement Area #3A Assessments and the Improvement Area #3B Assessments.

"*Improvement Area #3 Assessment Roll*" means collectively, the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"*Improvement Area #3 Authorized Improvements*" means, collectively, the Improvement Area #3A Authorized Improvements and the Improvement Area #3B Authorized Improvements.

"*Improvement Area #3 Improvements*" means, collectively, the Improvement Area #3A Improvements and the Improvement Area #3B Improvements.

"*Improvement Area #3 Major Improvements*" means, collectively, the Improvement Area #3A Major Improvements and the Improvement Area #3B Major Improvements.

"*Improvement Area #3 Projects*" mean, collectively, the Improvement Area #3A Projects and the Improvement Area #3B Projects.

"*Improvement Area #3A*" means approximately 17.37 acres located within the District, as shown on Exhibit B-2 and more specifically described in Exhibit A-4 of the Service and Assessment Plan.

"*Improvement Area #3A Annual Installment*" means the annual installment payment of the Improvement Area #3A Assessments 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 #3A Assessed Property*" means any Parcel within Improvement Area #3A against which an Improvement Area #3A Assessment is levied as shown on the Improvement Area #3A Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #3A other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Improvement Area #3A Assessment*" means an Assessment levied against Improvement Area #3A Assessed Property and imposed pursuant to the Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3A Assessment Roll included in the Service and Assessment Plan as Exhibit K, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions in the Service and Assessment Plan and in the PID Act.

"*Improvement Area #3A Assessment Roll*" means the Assessment Roll for the Improvement Area #3A Assessed Property and included in the Service and Assessment Plan as Exhibit K, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"*Improvement Area #3A Authorized Improvements*" mean the Improvement Area #3A Projects, and the Administrative Reserves and Bond Issuance Costs related to the Bonds Similarly Secured.

"*Improvement Area #3A Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #3A Improvements*" mean those Authorized Improvements that only benefit Improvement Area #3A, more specifically described in Section III.C of the Service and Assessment Plan.

"*Improvement Area #3A Major Improvements*" mean Improvement Area #3A's allocable share of the Major Improvements.

"*Improvement Area #3A Projects*" mean the Improvement Area #3A Improvements and the Improvement Area #3A Major Improvements.

"*Improvement Area #3B*" means approximately 12.41 acres located within the District, as shown on Exhibit B-2 and more specifically described in Exhibit A-5 of the Service and Assessment Plan.

"*Improvement Area #3B Annual Installment*" means the annual installment payment of the Improvement Area #3B 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 #3B Assessed Property*" means any Parcel within Improvement Area #3B against which an Improvement Area #3B Assessment is levied.

"*Improvement Area #3B Assessment*" means an Assessment levied against Improvement Area #3B Assessed Property and imposed pursuant to the Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3B Assessment Roll included in the Service and Assessment Plan as Exhibit M, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"*Improvement Area #3B Assessment Roll*" means the Assessment Roll for the Improvement Area #3B Assessed Property and included in the Service and Assessment Plan as Exhibit M, 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 any Annual Service Plan Update.

"*Improvement Area #3B Authorized Improvements*" mean the Improvement Area #3B Projects, and the Administrative Reserves and Bond Issuance Costs related to the Bonds Similarly Secured.

"*Improvement Area #3B Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #3B Improvements*" mean those Authorized Improvements that only benefit Improvement Area #3B, more specifically described in Section III.C of the Service and Assessment Plan.

"*Improvement Area #3B Major Improvements*" means Improvement Area #3B's allocable share of the Major Improvements.

"*Improvement Area #3B Projects*" mean the Improvement Area #3B Improvements and the Improvement Area #3B Major Improvements.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2026.

"*Investment Securities*" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Landowner Certificate*" means the Landowner Certificates executed by the Owner, being owners of all the Property subject to the Improvement Area #3 Assessments dated October 21, 2025, as may be further amended.

"*M/I Homes*" means M/I Homes of Austin, LLC, an Ohio limited liability company.

"*Major Improvements*" mean the Authorized Improvements that benefit the entire District, and are more specifically described in Section III.A of the Service and Assessment Plan.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"*Outstanding*" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Original Financing Agreement*" means that certain Heritage Public Improvement District Financing Agreement approved by the City Council on October 17, 2017, entered into by and between SLF and the City.

"*Owner*" means M/I Homes of Austin, LLC, an Ohio limited liability company, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successors and assigns, which currently own portions of the District and are serving as the developers for all land within the District.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the boundaries of the District, identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block

number in a final subdivision plat recorded in the real property records of Hays County or by any other means determined by the City Council.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*PID Act*" means Chapter 372, Texas Local Government Code, as amended.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"*Pledged Revenue Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Improvement Area #3 Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"*Prepayment*" means the payment of all or a portion of an Improvement Area #3 Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Improvement Area #3 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Improvement Area #3.

"*Prepayment Costs*" means interest and expenses to the date of Prepayment, plus any additional expenses related to the Prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Project Collection Fund*" means that fund established pursuant to Section 6.1.

"*Purchaser*" means, with respect to a series of Bonds Similarly Secured, the initial purchaser of such Bonds Similarly Secured.

"*Quarter in Interest*" means as of any particular date of calculation, the Holders of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured so affected. In the event that two or more groups of Holders satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Holders with the greatest percentage of then Outstanding Bonds Similarly Secured so affected (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the 15th calendar day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Bonds Similarly Secured and secured by a parity lien with the Bonds Similarly Secured on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of the applicable series of Bonds Similarly Secured, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of issuance of the Bonds, the Reserve Account Requirement is $[_____] which is an amount equal to [Maximum Annual Debt Service on the Bonds] as of their date of issuance. The

City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll, which are attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*SLF*" means SLF IV – Dripping Springs JV, L.P., a Texas limited partnership.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Tax Assessor-Collector*" means the Hays County, Texas Tax Assessor-Collector.

"*Tax Certificate*" means a certificate of the City setting forth the facts, estimates and circumstances in existence on the date of closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means Wilmington Trust, National Association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability and may rely upon the City's financial advisor to provide a determination as to the foregoing.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. **Interpretation.**

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

## ARTICLE II

## THE BONDS

Section 2.1. **Security for the Bonds Similarly Secured.**

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date for the applicable series of Bonds Similarly Secured, each issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. **Limited Obligations.**

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. **Authorization for Indenture.**

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. **Contract with Holders and Trustee.**

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Holders, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Holder, and shall be deemed to be and shall constitute a contract among the City, the Holders, and the Trustee.

## ARTICLE III

## AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. **Authorization.**

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $[_____] for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) the interest on the Bonds during and after the period of construction.

Section 3.2. **Date, Denomination, Maturities, Numbers and Interest.**

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

| Year | Principal Amount | Interest Rate |
|---|---|---|
| | $ | % |

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 4.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Amended and Restated Financing Agreement and any amendments;

(d) an executed copy of the Continuing Disclosure Agreement of Issuer and executed copies of the Continuing Disclosure Agreements of Owner;

(e) a copy of this Indenture executed by the Trustee and the City;

(f) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required

by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(g) an executed signature and no-litigation certificate of the City;

(h) executed opinions of Bond Counsel and the City Attorney; and

(i) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. **Medium, Method and Place of Payment.**

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Holders thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Holders at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Holder; provided, however, the Holder shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Holder of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Holder of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Holders entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City,

the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor, Mayor Pro-Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to be such officer before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On each Closing Date, one Initial Bond for each series of Bonds Similarly Secured representing the entire principal amount of all Bonds of such series of Bonds Similarly Secured and registered in the name of Cede & Co, payable in stated installments to the applicable Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor, Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser of such Bonds Similarly Secured or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of such Purchaser one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all Bonds Similarly Secured of such series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Holder of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. **Registration, Transfer and Exchange.**

(a) So long as any Bond Similarly Secured remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds Similarly Secured in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Holder or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Holder for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond Similarly Secured.

Section 3.8. **Cancellation.**

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds Similarly Secured, the Trustee shall destroy such Bonds Similarly Secured and deliver a certificate of such destruction to the City.

Section 3.9. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond of each series of Bonds Similarly Secured and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the

Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Holder of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed, or wrongfully taken, the City shall provide and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Holder first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. **Book-Entry Only System.**

(a) The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant will respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Holder, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on Bonds Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Holders as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the Register, shall receive a Bond Similarly Secured certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying

Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. **Successor Securities Depository: Transfer Outside Book-Entry-Only System.**

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. **Payments to Cede & Co.**

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

## ARTICLE IV

## REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each series of Bonds Similarly Secured, other than the Bonds, shall be subject to mandatory sinking fund redemption and optional redemption as provided in the Supplemental Indenture authorizing the issuance of such series of Bonds Similarly Secured.

Section 4.2. **Mandatory Sinking Fund Redemption.**

(a) The Bonds maturing on September 1 in the years 20[__], 20[__] and 20[__] (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20[__]

| Redemption Date | Principal Amount |
|---|---|
| September 1, 20[_] | $ |
| September 1, 20[_] | |
| September 1, 20[_] | |
| September 1, 20[_]† | |

†Final Maturity

Term Bonds Maturing September 1, 20[__]

| Redemption Date | Principal Amount |
|---|---|
| September 1, 20[_] | $ |
| September 1, 20[_] | |
| September 1, 20[_] | |
| September 1, 20[_]† | |

†Final Maturity

Term Bonds Maturing September 1, 20[__]

| Redemption Date | Principal Amount |
|---|---|
| September 1, 20[_] | $ |
| September 1, 20[_] | |
| September 1, 20[_] | |
| September 1, 20[_]† | |

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption randomly by lot a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the

principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. **Optional Redemption.**

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the Redemption Price.

Section 4.4. **Extraordinary Optional Redemption**.

The City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds Similarly Secured are called for extraordinary optional redemption, the Bonds Similarly Secured or portion of a Bond Similarly Secured to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds Similarly Secured.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of $1,000; provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) If less than all of a series of Bonds Similarly Secured are called for optional redemption pursuant to Section 4.3 hereof, the City shall, pursuant to a City Certificate, determine the Bond Similarly Secured or Bonds Similarly Secured or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. If less than all Bonds within a Stated Maturity are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Trustee shall call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Holders.**

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and

the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. **Payment Upon Redemption.**

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. **Effect of Redemption.**

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of on the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

## ARTICLE V

## FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. **Form Generally.**

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be, with respect to the Bonds, substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any Refunding Bonds, substantially in the form set forth in a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Supplemental Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) The Initial Bond of each series of Bonds Similarly Secured submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, HAYS COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

| REGISTERED | United States of America | REGISTERED |
|---|---|---|
| NO. _____ | State of Texas | $_____ |

CITY OF DRIPPING SPRINGS, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA
#3B PROJECT)

| INTEREST RATE | MATURITY DATE | DATE OF DELIVERY | CUSIP NUMBER |
|---|---|---|---|
| _____% | September 1, 20__ | [_____], 2025 | _____ ___ |

The City of Dripping Springs, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1, and September 1, of each year, commencing September 1, 2026.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "*Designated Payment/Transfer Office*"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of $[_____] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2025 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the

City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) the interest on the Bonds during and after the period of construction.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Holders. The Holder of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

The City has reserved the right to issue Refunding Bonds and other obligations on the terms and conditions specified in the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of $25,000 and any multiple of $1,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than $25,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture, provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond. With respect to Refunding Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

The Bonds maturing on September 1 in the years 20[_], 20[_] and 20[_] (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20[_]

| Redemption Date | Principal Amount |
|---|---|
| September 1, 20[_] | $ |
| September 1, 20[_] | |

September 1, 20[_]
September 1, 20[_]†

†Final Maturity

Term Bonds Maturing September 1, 20[_]

| Redemption Date | Principal Amount |
|---|---|
| September 1, 20[_] | $ |
| September 1, 20[_] | |
| September 1, 20[_] | |
| September 1, 20[_]† | |

†Final Maturity

Term Bonds Maturing September 1, 20[_]

| Redemption Date | Principal Amount |
|---|---|
| September 1, 20[_] | $ |
| September 1, 20[_] | |
| September 1, 20[_] | |
| September 1, 20[_]† | |

†Final Maturity

At least 30 days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption randomly by lot, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installments of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20[_], at the option of the City, with funds derived from any available and lawful

source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at the option of the City, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the Holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Holder and upon all

future Holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, HAYS COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

| | |
|---|---|
| City Secretary, City of Dripping Springs, Texas | Mayor, City of Dripping Springs, Texas |

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

| | | |
|---|---|---|
| OFFICE OF THE COMPTROLLER | § | |
| OF PUBLIC ACCOUNTS | § | REGISTER NO. _____ |
| THE STATE OF TEXAS | § | |

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Wilmington Trust, National Association, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

| | |
|---|---|
| _____ | NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee. |
| Authorized Signatory | |

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| Year | Principal Amount | Interest Rate |
|---|---|---|
| | $ | % |

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds

Similarly Secured shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds Similarly Secured as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. The City prohibits any Bond Similarly Secured to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond Similarly Secured with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds Similarly Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Holders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

## ARTICLE VI

## FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Project Collection Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency & Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #3A Improvement Account;

(B) Improvement Area #3B Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Holders of the Bonds Similarly Secured. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues to account properly for the payment of the Actual Costs of the Improvement Area #3 Projects or to facilitate the payment or redemption for the Bonds Similarly Secured.

Section 6.2. **Initial Deposits to Funds and Accounts.**

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $[_____];

(ii) to the Reserve Account of the Reserve Fund: $[_____] which is equal to the initial Reserve Account Requirement;

(iii) to the Costs of Issuance Account of the Project Fund: $[_____];

(iv) to the Improvement Area #3A Improvement Account of the Project Fund: $[_____];

(v) to the Improvement Area #3B Improvement Account of the Project Fund: $[_____]; and

(vi) to the Administrative Fund: $[_____].

Section 6.3. **Pledged Revenue Fund and Project Collection Fund.**

(a) On or before February 20, 2027, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, other than the Pledged Revenues deposited into the Project Collection Fund by the Trustee upon the receipt from the Tax Assessor-Collector of the County. Upon the Trustee's receipt of the Pledged Revenues, including the Pledged Revenues deposited into the Project Collection Fund pursuant to Section 6.3(b) and subsequently transferred to the Pledged Revenue Fund by the Trustee pursuant to a City Certificate as described in Section 6.3(b), the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Improvement Area #3 Projects as provided in Section 6.5 hereof, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(b) hereof and, on each March 1, beginning March 1, 2027, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be transferred from the Pledged Revenue Fund and deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. If there are insufficient funds to make the deposit in full set forth in (i) above for the debt service payment date immediately following the required transfer date or the deposit in full set forth in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates specified in this Section 6.3(a) and after the Trustee deposits all such Pledged Revenues as provided in this Section 6.3(a), the City shall make additional transfers of Pledged Revenues as soon as available and

practicable to the Trustee from time to time for deposit to the Pledged Revenue Fund as necessary to ensure such deposits in (i) and (ii) are made in full.

(b) While any of the Bonds Similarly Secured are Outstanding, the County acting by and through its Tax Assessor-Collector or another taxing unit or an appraisal district, by agreement with the City, may collect Assessment Revenues on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Assessment Revenues for deposit on the City's behalf, the Trustee shall accept such Assessment Revenues and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate deposit or cause to be deposited (i) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Annual Collection Costs and Delinquent Collection Costs to the Administrative Fund, and (ii) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Pledged Revenues into the Pledged Revenue Fund and shall further deposit or cause to be deposited such Pledged Revenues pursuant to Section 6.3(a). The City shall provide such City Certificates on or before February 20, 2027 and on or before every August 20 and February 20 thereafter while the Bonds Similarly Secured are Outstanding. The Project Collection Fund is not a Pledged Fund. If there are insufficient funds to make the deposit in full set forth in (i) of Section 6.3(a) for the debt service payment date immediately following the required City Certificate delivery date or the deposit in full set forth in (ii) of Section 6.3(a) after the City provides a City Certificate by the dates specified in this Section 6.3(b) and after the Trustee deposits all Pledged Revenues received as provided in this Section 6.3(b) and Section 6.3(a), the City will provide additional City Certificates as soon as practicable to the Trustee from time to time upon notice from the Trustee that additional Assessment Revenues have been deposited to the Project Collection Fund and the Trustee will make the transfers contemplated by this Section 6.3(b) and Section 6.3(a) as necessary to ensure the deposits set forth in (i) and (ii) of Section 6.3(a) are made in full.

(c) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(d) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, second, to the Delinquency & Prepayment Reserve Account replenish the Delinquency & Prepayment Reserve Requirement, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Improvement Area #3 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on September 1, 2026. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(e), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

(d) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to the instructions on the memorandum to be issued by the City's financial advisor (the "*Closing Memorandum*") as of the Closing Date for the respective series of Bonds Similarly Secured. If, after the foregoing disbursements made pursuant to the Closing Memorandum, there are funds remaining in the Cost of Issuance Account, disbursements from the Costs of Issuance Account of

the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates as provided in Section 6.5(h).

(c) Disbursements from the Improvement Area #3A Improvement Account and the Improvement Area #3B Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such Certification for Payment shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein. The disbursement of funds from the Improvement Area #3A Improvement Account and the Improvement Area #3B Improvement Account shall be pursuant to and in accordance with the disbursement procedures described in the Amended and Restated Financing Agreement or as provided in such written direction. Such provisions and procedures related to such disbursement contained in the Amended and Restated Financing Agreement and no other provisions of the Amended and Restated Financing Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) Except as provided in Section 6.5(e) and (g), money on deposit in Improvement Area #3A Improvement Account shall be used solely to pay Actual Costs of the Improvement Area #3A Improvements provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Area #3A Improvement Account in reliance upon a Certification for Payment approved by the City. Except as provided in Section 6.5(e) and (g), money on deposit in Improvement Area #3B Improvement Account shall be used solely to pay Actual Costs of the Improvement Area #3B Improvements provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Area #3B Improvement Account in reliance upon a Certification for Payment approved by the City.

(e) If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement Area #3A Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Area #3A Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #3A Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #3A Improvement Account of the Project Fund will ever be expended for the purposes of the Improvement Area #3A Improvement Account, the City Representative shall, after providing the Owner with thirty (30) days notice of such determination, file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #3A Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Area #3A Improvement Account. If such City Certificate is so filed, the amounts on deposit in the Improvement Area #3A Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Improvement Area #3A Improvement Account of the Project Fund shall be closed. If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement

Area #3B Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Area #3B Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #3B Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #3B Improvement Account of the Project Fund will ever be expended for the purposes of the Improvement Area #3B Improvement Account, the City Representative shall, after providing the Owner with thirty (30) days notice of such determination, file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #3B Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Area #3B Improvement Account. If such City Certificate is so filed, the amounts on deposit in the Improvement Area #3B Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Improvement Area #3B Improvement Account of the Project Fund shall be closed.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all of the Improvement Area #3 Projects have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #3 Projects are not required to be paid from the respective Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the respective Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Area #3A Improvement Account and the Improvement Area #3B Improvement Account of the Project Fund shall be closed.

(h) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Improvement Area #3A Improvement Account and the Improvement Area #3B Improvement Account Improvement Account in the Project Fund on a pro rata basis and used to pay Actual Costs of the Improvement Area #3A Projects and the Improvement Area #3B Projects, as applicable, or (ii) if no Improvement Area #3 Projects remain to be funded, to the Principal and Interest Account of the Bond Fund and used to pay principal on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. **Redemption Fund.**

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. **Reserve Fund.**

(a) The City agrees with the Holders of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund or the Redemption Fund, as provided in this Indenture.

(b) Subject to 6.3(a) herein, the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 1 of each year, commencing March 1, 2027, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer. The Additional Interest shall continue to be collected and deposited pursuant to this Indenture until the Bonds Similarly Secured are no longer Outstanding.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Improvement Area #3A Improvement Account or the Improvement Area #3B Improvement Account of the Project Fund on a pro rata basis to pay Actual Costs of the Improvement Area #3 Projects if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) On or before February 20, 2027, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #3 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with Section 6.3(b) hereof, as applicable.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment

Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification, upon which the Trustee may conclusively rely, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture, to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the [_____, CUSIP_____]; provided, however, if such fund is no longer available the Trustee shall hold such monies uninvested, until directed otherwise by a City Certificate.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for losses (including depreciation) arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

## ARTICLE VII

## COVENANTS

Section 7.1. **Confirmation of Improvement Area #3 Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #3 Assessments against the property in Improvement Area #3 of the District from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Improvement Area #3 Assessments.**

(a) For so long as any Bonds Similarly Secured are Outstanding and amounts are due to the Owner under the Amended and Restated Financing Agreement to reimburse it for its funds it has contributed to pay Actual Costs of the Improvement Area #3 Projects, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e under Applicable Laws to cause the Improvement Area #3 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #3 Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #3 Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. **Against Encumbrances.**

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, and Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #3 Assessments. The Trustee and Holder or Holders of any Bonds Similarly Secured or any duly authorized agent or agents of such Holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Registered Holder. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to

make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs of the Improvement Area #3 Projects on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #3 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

## ARTICLE VIII

## LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith.

The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the amounts collected to pay Annual Collection Costs deposited in the Administrative Fund) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Holders nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the amounts collected to pay Annual Collection Costs deposited in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Holders of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or

City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

## ARTICLE IX

## THE TRUSTEE

Section 9.1. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Holders of the Bonds Similarly Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed purely non-discretionary in nature, and the Trustee shall not be liable except in connection with its performance of such duties.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction by the Holders against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making scheduled debt service payments prior to the occurrence of a default, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be

entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds (including depreciation); or (vi) to undertake any other action unless specifically authorized pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically and expressly set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential loss or damages of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action, in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #3 Project. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Holder, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service;

accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. **Property Held in Trust.**

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. **Trustee Protected in Relying on Certain Documents.**

(a) The Trustee may, at the expense of the City, request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note, other evidence of indebtedness, resolution, direction, report, or other document or instrument provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City, consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. **Compensation.**

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar. Unless otherwise provided by contract with the Trustee, and subject to the limitations set forth above, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund prior to any Bonds Similarly Secured then Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Holder of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any

committee formed to protect the rights of Holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Holder of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Holders of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Holders of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Holder of any

Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Holders of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Holder of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Holders of the Bonds Similarly Secured.

(g) Trustee shall not be responsible or liable for the acts or omissions of any successor Trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor Trustee.

Section 9.11. **Transfer of Rights and Property to Successor Trustee.**

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of any outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds,

conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. **Merger, Conversion or Consolidation of Trustee.**

Any corporation or association into which the Trustee may be converted or merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as predecessor, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. **Trustee To File Continuation Statements.**

The City will cause to be filed all appropriate financing statements. If necessary, the Trustee, as directed in writing by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or a Holder, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee’s UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 **Offering Documentation.**

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 **Expenditure of Funds and Risk.**

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 **Environmental Hazards.**

The Trustee may inform any Holder of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Holder or Holders of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. **Construction of Indenture.**

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Holders of the Bonds Similarly Secured.

Section 9.19 **Verifications of Statutory Representations and Covenants**.

The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of

Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) *Not a Sanctioned Company*. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 9.20. **Attorney General Standing Letter**.

The Trustee represents that it has on file with the Texas Attorney General a standing letter addressing the representation and verifications in Section 9.19 of this Indenture in a form acceptable to the Texas Attorney General. The Trustee hereby agrees to provide the City with a copy of such letter not later than ten days prior to the Closing Date. In addition, if the Trustee has received notice from the Texas Comptroller of Public Accounts in connection with a review of their standing letter (or of an affiliate of the Trustee), the Trustee shall provide the City or Bond Counsel with written confirmation one day prior to the Closing Date (or on the Closing Date upon the reasonable request of the City or Bond Counsel) to the effect that it and/or its affiliate intends to timely comply with the Comptroller’s request and that the applicable standing letter remains in effect and may be relied upon by the City.

## ARTICLE X

## MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. **Amendments Permitted.**

(a) This Indenture and the rights and obligations of the City and of the Holders of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Holders of the Bonds Similarly Secured so affected by such modification or amendment, or with the written consent without a meeting, of the Holders of the Bonds Similarly Secured of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured so affected by such modification or amendment and with City approval. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Holder of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Holders may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Holders, only to the extent permitted by Applicable Laws, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Holders of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds, as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Holders in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. **Holders' Meetings.**

The City may at any time call a meeting of the Holders of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. **Procedure for Amendment with Written Consent of Holders.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Holders for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Holder of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Holders as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Holder of the Bonds Similarly Secured giving such consent and on any subsequent Holder (whether or not such subsequent Holder has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Holders of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Holders in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Holders of the

required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Holders of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Holder Consent.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Holder consent, shall be mailed by first class mail by the Trustee to each Holder of Bonds Similarly Secured so affected, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Holders of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. **Effect of Supplemental Indenture.**

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Holders of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. **Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.**

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Holder of any Bonds Similarly Secured Outstanding at such effective date and

presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Holders' action, shall be prepared, executed, and delivered. In that case, upon demand of the Holder of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Holder, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. **Amendatory Endorsement of Bonds Similarly Secured.**

The provisions of this Article X shall not prevent any Holder from accepting any amendment as to the particular Bonds Similarly Secured held by such Holder, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. **Waiver of Default.**

Subject to Section 10.1, with the written consent of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, the Holders may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Holders and upon all future Holders.

Section 10.9. **Execution of Supplemental Indenture.**

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

## ARTICLE XI

## DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Improvement Area #3 Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured so affected by such Event of Default; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make any such payments.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and its receipt of indemnity satisfactory to it, shall proceed, to protect and enforce the rights of the Holders under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the

outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. **Restriction on Holder's Action.**

(a) No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Holders of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers

and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Holder to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Holders thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Holders of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Holders of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Holders of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. **Application of Revenues and Other Moneys After Default.**

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

> FIRST: To the payment to the Holders entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Holders entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Holders entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Holders of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. **Effect of Waiver.**

The Trustee may, with the prior written consent of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time and so affected, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Holder, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Holders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. **Evidence of Ownership of Bonds Similarly Secured.**

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Holders of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Holder of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Holder may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by a Holder of any Bond Similarly Secured shall bind all future

Holders of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. **No Acceleration.**

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. **Mailing of Notice.**

Any provision in this Article for the mailing of a notice or other document to Holders shall be fully complied with if it is mailed, first class postage prepaid, only to each Holder at the address appearing upon the Register.

Section 11.9. **Exclusion of Bonds Similarly Secured.**

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. **Remedies Not Exclusive.**

Subject to Section 11.2, no remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. **Direction by Holders**.

Anything herein to the contrary notwithstanding, the Holders of at least a Quarter in Interest of the Bonds Similarly Secured so affected by such Event of Default shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Holders, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Holders not parties to such direction. The Trustee shall be entitled to request and receive such directions in writing and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction.

## ARTICLE XII

## GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. **Representations as to Trust Estate.**

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Holders and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #3 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. **General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

## ARTICLE XIII

## SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds.**

(a) The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(d) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) Notwithstanding anything to the contrary herein, no Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under this Section 13.2 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary, of the ordinance or ordinances of the City authorizing the issuance, sale, execution and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

## ARTICLE XIV

## PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Holders of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. **Bonds Similarly Secured Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such

payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Holders of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

## ARTICLE XV

## MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Holders, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Holders and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof,

and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. **Execution of Documents and Proof of Ownership by Holders.**

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Holders may be in one or more instruments of similar tenor, and shall be executed by Holders in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Holder or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Holder of any Bond Similarly Secured shall bind all future Holders of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

| | |
|---|---|
| If to the City | City of Dripping Springs, Texas<br>P.O. Box 384<br>511 Mercer Street<br>Dripping Springs, Texas 78641<br>Attn: City Administrator |

Telephone: 512-858-4725
E-Mail: mfischer@cityofdrippingsprings.com

| | |
|---|---|
| If to the Trustee<br>Or the Paying Agent/Registrar | Wilmington Trust, National Association<br>15950 North Dallas Parkway, Suite 200<br>Dallas, Texas 75248<br>Attn: Parker Merritt<br>Telephone: 714-384-4174<br>E-Mail: pmerritt@wilmingtontrust.com |

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Holder of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws; Jurisdiction.**

THIS INDENTURE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS INDENTURE, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF HAYS COUNTY, TEXAS. BY EXECUTING THIS INDENTURE, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST

EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. **Electronic Storage.**

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Bill Foulds, Jr., Mayor

Attest:

_____
Diana Boone, City Secretary

(CITY SEAL)

Wilmington Trust, National Association,
as Trustee

By: _____
Authorized Officer

# EXHIBIT B

BOND PURCHASE AGREEMENT

**$[PAR]**
**CITY OF DRIPPING SPRINGS, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**
**(HERITAGE PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

# BOND PURCHASE AGREEMENT

October 21, 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Dripping Springs, Texas (the "City" or "Issuer"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein), between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR] aggregate principal amount of the "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" (the "Bonds"), at a purchase price of $[_____] (representing the aggregate principal amount of the Bonds less an Underwriter's discount of $[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the

discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of bond proceeds and the construction of the Improvement Area #3 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated the Closing Date (as defined below), and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on [CLOSING DATE] (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on October 21, 2025 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of [November 1], 2025 entered into by and between the City and the Trustee (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by and payable from a first lien on and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments levied on the assessable parcels within Improvement Area #3A (the "Improvement Area #3A Assessments") of the Heritage Public Improvement District (the "District") and special assessments levied on the assessable parcels within Improvement Area #3B (the "Improvement Area #3B Assessments" and, together with the Improvement Area #3A Assessments, the "Improvement Area #3 Assessments"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on November 14, 2017, in accordance with the Act. The Improvement Area #3 Assessments were levied in accordance with an amended and restated service and assessment plan (the "Service and Assessment Plan"), pursuant to an ordinance adopted by the City Council on October 21, 2025 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction.

3. Initial Offering. The Underwriter agrees to make an initial offering of all of the Bonds in accordance with Section 4 hereof and to limit the initial offering of the Bonds to persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the fifth ($5^{th}$) Business Day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. Definitions. For purposes of this Section 4, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) "*Participating Underwriter*" means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).

(iii) "*Related Party*" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

b. *Issue Price Certificate*. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at least five (5) Business Days prior to Closing an "issue price" or similar certificate , together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor and any notice or report to be provided to the City may be provided to the City's municipal advisor.

c. *Substantial Amount Test*. Other than those maturities designated by the Underwriter in the Issue Price Certificate (the "Hold-the-Price Maturities"), the City will treat the Initial Offering Price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "Substantial Amount Test") as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the Issuer the price or prices at which the Participating Underwriters have offered and sold to the public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

d. *Hold-the-Price Restriction*. The Underwriter agrees, on behalf of the Participating Underwriters, that each Participating Underwriter will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth ($5^{th}$) Business Day after the Sale Date or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-The-Price Maturity, if that occurs prior to the close of the fifth ($5^{th}$) Business Day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who

is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

e. *Agreements Among Participating Underwriters*. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

f. *Sale to Related Party not a Sale to the Public*. The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to the Underwriter purchases during the initial offering period all of a Hold-the-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer or otherwise dispose of such

Bonds for at least five (5) Business Days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [_____], 2025, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the initial limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the initial limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the initial limited public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven

(7) Business Days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps of the District included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY-ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Improvement Area #3 Projects, and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developers," "CONTINUING DISCLOSURE — The Developers" and "— The Developers' Compliance with Prior

Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION – Developers," "APPENDIX E-2," "APPENDIX E-3" and "APPENDIX F." If such notification shall be subsequent to the Closing Date (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) Business Day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the "Financing Agreement"), between the City, M/I Homes of Austin, LLC, an Ohio limited liability company (the "Managing Developer"), as joined by Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. ("Tri Pointe" and, together with the Managing Developer, the "Developers"), and BobWhite Investments, L.P., a Texas limited partnership ("BobWhite"), as consenting parties;

(4) the Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the "Original Owner"), and BobWhite, effective as of October 17, 2017, as partly assigned by the Original Owner to the Developers, and subsequently, as partly assigned by BobWhite to the Managing Developer (the "Development Agreement");

(5) the Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the "Offsite Road and Trail Agreement");

(6) the Wastewater and Impact Fee Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the "Wastewater Service Agreement"); and

(7) the Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of [_____], 2025 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC as "Administrator," and Wilmington Trust, National Association, as "Dissemination Agent."

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) the Development Agreement, (5) the Offsite Road and Trail Agreement, (6) the Wastewater Service Agreement, (7) the Continuing Disclosure Agreement of Issuer, (8) the Limited Offering Memorandum and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (9) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give

effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Improvement Area #3 Assessments received

by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Improvement Area #3 Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Improvement Area #3A Assessment Roll and the Improvement Area #3B Assessment Roll (as each is defined in the Service and Assessment Plan). According to the Act, such Improvement Area #3 Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipal ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and ordinances of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and ordinances as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Improvement Area #3 Assessments which are the primary asset of the Trust Estate securing the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under

which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Municipal Advisor. The City has engaged Hilltop Securities Inc., as its municipal advisor (the "Municipal Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developers Letters of Representations.

a. Managing Developer. At the signing of this Agreement, the City and Underwriter shall receive from the Managing Developer, an executed Managing Developer Letter of Representations (the "Managing Developer Letter of Representations") in the form of Appendix A-1 hereto, and at the Closing, a certificate signed by the Managing Developer as set forth in Section 10(e) hereof.

b. Tri Pointe. At the signing of this Agreement, the City and Underwriter shall receive from Tri Pointe, an executed Tri Pointe Letter of Representations (the "Tri Pointe Letter of Representations") in the form of Appendix A-2 hereto, and at the Closing, a certificate signed by Tri Pointe as set forth in Section 10(f) hereof.

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later Business Day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Managing Developer Letter of Representations and Tri Pointe Letter of Representations, and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Managing Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP ("Managing Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Managing Developer described in the Managing Developer Letter of Representations, the Development Agreement, the Financing Agreement, the Offsite Road and Trail Agreement, the Wastewater Service Agreement, the Managing Developer Landowner Consent Certificate executed by the Managing Developer as of [_____], 2025 (the "Managing Developer Landowner Consent Certificate"), the Water and Wastewater Utility Construction, Conveyance and Service Agreement, effective as of May 18, 2021, executed and delivered by Double Eagle Villages, LLC ("Double Eagle Villages") and Corix Utilities (Texas), Inc., as assigned by Double Eagle Villages to the Developers (the "Utility Agreement"), the Joint Ownership and Development Agreement between the Managing Developer and Tri Pointe dated July 27, 2020 (the "JODA"), and the Continuing Disclosure Agreement of the Managing Developer with respect to the Bonds, dated as of [November 1], 2025, executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent (the "Continuing Disclosure Agreement of the Managing Developer"), (v) there shall be in full force and effect such other resolutions or actions of Tri Pointe as, in the opinion of McLean & Howard, LLP ("Tri Pointe's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of Tri Pointe described in the Tri Pointe Letter of Representations, the Development Agreement, the Financing Agreement, the Offsite Road and Trail Agreement, the Wastewater Service Agreement, the Tri Pointe Landowner Consent Certificate executed by Tri Pointe as of [_____], 2025 (the "Tri Pointe Landowner Consent Certificate"), the Utility Agreement, the JODA and the Continuing Disclosure Agreement of Tri Pointe with respect to the Bonds, dated as of [November 1], 2025 executed and delivered by Tri Pointe, the Administrator and the Dissemination Agent (the "Continuing Disclosure Agreement of Tri Pointe" and, together with the Managing Developer Letter of Representations, the Tri Pointe Letter of Representations,

the Development Agreement, the Financing Agreement, the Offsite Road and Trail Agreement, the Wastewater Service Agreement, the Continuing Disclosure Agreement of the Managing Developer, the Utility Agreement, the Managing Developer Landowner Consent Certificate, the Tri Pointe Landowner Consent Certificate, and the JODA, the "Developer Documents"); and (vi) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #3 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developers shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Improvement Area #3 Assessments when due or complete the Improvement Area #3 Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by

the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission (the "SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there occurred (whether or not foreseeable) any (i) new material outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) new material national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices, of the Bonds; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City or the Developers, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Improvement Area #3 Assessments and the liens created thereby, which Improvement Area #3 Assessments being the primary assets of the Trust Estate pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other

governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date, and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter or Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "INVESTMENTS,"

"APPENDIX B" and "APPENDIX D" and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the City Attorney, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. An opinion of Managing Developer's Counsel, substantially in the form of Appendix D-1 hereto, and an opinion of Tri Pointe's Counsel, substantially in the form of Appendix D-2 hereto, each dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee.

e. Developers Certificates. The closing certificates of the Managing Developer and Tri Pointe, each dated as of the Closing Date, signed by an authorized officer of the respective Developer in substantially the forms of Appendix E-1 and Appendix E-2 hereto.

f. City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Improvement Area #3 Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing;

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed, except as otherwise approved in writing by the Underwriter; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) the Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) the Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) the Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms;

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Underwriter's Counsel, to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) The Continuing Disclosure Agreement of Issuer, together with subsection 10(o) of this Agreement and Section [5] of the Bond Ordinance, satisfies the requirements contained in SEC Rule 15c2-12(b)(5) (the "Rule") for an undertaking by the Issuer for the benefit of the holders of the Bonds to provide the information in the Annual Issuer Report (as defined in the Continuing Disclosure Agreement of Issuer) at the times and in the manner required by said Rule; provided that, for purposes of this opinion, we are not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in the next paragraph below; and

(iii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Hilltop Securities Inc., as municipal advisor, the public improvement district administrator, the special assessment consultant, representatives of the Developer, its counsel, Metcalfe Wolff Stuart & Williams, LLP and its engineers, consultants and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on our participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in

reliance thereon, on oral and written statements and representations of the Issuer, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, we advise you as a matter of fact and not opinion that, during the course of our representation of you on this matter, (a) no facts had come to the attention of the attorneys in our firm rendering legal services to you in connection with the Preliminary Limited Offering Memorandum which caused us to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and received as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission ("SEC") Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in our firm rendering legal services to you in connection with the Limited Offering Memorandum which caused us to believe that the Limited Offering Memorandum as of its date and as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, we expressly exclude from the scope of this paragraph and express no view, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, litigation, relationship among the parties, Appendices or any information about book-entry, DTC, Cede & Co., limitations applicable to initial purchasers, the municipal advisor, the trustee, underwriting or underwriter, tax exemption, included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer, the Continuing Disclosure Agreement of the Managing Developer, and the Continuing Disclosure Agreement of Tri Pointe, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix E-1, Appendix E-2 and Appendix E-3.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated July 30, 2025.

q. Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of the Assessment Ordinance. Evidence that the Assessment Ordinance, including the Service and Assessment Plan and the assessment roll for Improvement Area #3A and the assessment roll for Improvement Area #3B attached thereto, in accordance with the Act, have been filed of record in the real property records of Hays County, Texas.

s. Managing Developer's Organizational Documents. The Managing Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Managing Developer's organizational documents, (ii) a Certificate of Good Standing from the Ohio Secretary of State, (iii) Certificate of Authority from the Texas Secretary of State and (iv) a verification of franchise tax account status from the Texas Secretary of State.

t. Tri Pointe Organizational Documents. Tri Pointe shall have delivered to the Underwriter and the City, (i) fully executed copies of Tri Pointe's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State, and (iii) a verification of franchise tax account status from the Texas Secretary of State.

u. Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement, the Continuing Disclosure Agreement of the Managing Developer and the Continuing Disclosure of Tri Pointe by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC and signed by the City.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof, and all documents required to be provided by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 27 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Municipal Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's

Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its initial limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Dripping Springs, Texas, 511 Mercer Street, Dripping Springs, Texas 78620, Attention: City Administrator.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

16. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties (other than the City and Underwriter) made in, pursuant to or in connection with this Agreement, including the appendices hereto, shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with

any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

22. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the

"Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Entire Agreement. This Agreement when accepted by the City in writing as heretofore specified shall constitute the entire agreement between the City and the Underwriter with respect to the purchase of the Bonds and supersedes all oral statements, prior writings, and representations with respect thereto.

24. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

(*Signature pages follow*)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**FMSbonds, Inc.,**
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

**City of Dripping Springs, Texas**

By: _____
Mayor

# SCHEDULE I

$[PAR]
CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)

Dated Date: [_____], 2025
Interest Accrues From: Date of Delivery

$[_____] [_____]% Term Bonds, Due September 1, 20[__], Priced to Yield [____]%[(a)(c)(d)]

$[_____] [_____]% Term Bonds, Due September 1, 20[__], Priced to Yield [____]%[(a)(b)(c)(d)]

$[_____] [_____]% Term Bonds, Due September 1, 20[__], Priced to Yield [_____]%[(a)(b)(c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds may be redeemed prior to their scheduled maturities, in whole or in part, on any date on or after September 1, 20[__], such redemption date or dates to be fixed by the City, at the redemption price of equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds maturing September 1, 20[__], September 1, 20[__], and September 1, 20[__], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedules:

**$_____ Bonds Maturing September 1, 20__**

| Redemption Date | Sinking Fund Installment Amount ($) |
|---|---|
| September 1, 20__ | |
| September 1, 20__ | |
| September 1, 20__ | |
| September 1, 20__† | |

† Stated Maturity

**$_____ Bonds Maturing September 1, 20__**

| Redemption Date | Sinking Fund Installment Amount ($) |
|---|---|
| September 1, 20__ | |
| September 1, 20__ | |
| September 1, 20__ | |
| September 1, 20__† | |

† Stated Maturity

**APPENDIX A-1**

**$[PAR]**
**CITY OF DRIPPING SPRINGS, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**
**(HERITAGE PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

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**FORM OF MANAGING DEVELOPER LETTER OF REPRESENTATIONS**

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[_____], 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Dripping Springs, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR] "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, M/I Homes of Austin, LLC, an Ohio limited liability company (the "Managing Developer"), makes the representations, warranties, and covenants contained in this Managing Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Managing Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Managing Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Managing Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Managing Developer Letter of Representations, up to and including the date the Underwriter is no longer required

to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Managing Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Managing Developer will notify the City and the Underwriter (and for the purposes of this clause provide the City and the Underwriter with such information as it may from time to time request); however, that for the purposes of this Managing Developer Letter of Representations and any certificate delivered by the Managing Developer in accordance with the Bond Purchase Agreement, the Managing Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan" and "— Additional Indebtedness," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Managing Developer) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Managing Developer, the Improvement Area #3 Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to the Managing Developer), "CONTINUING DISCLOSURE — The Developers – The Managing Developer" and "— The Developers' Compliance with Prior Undertakings – Managing Developer," "SOURCES OF INFORMATION — Developers – Managing Developer," "APPENDIX E-2" and "APPENDIX G" (collectively, the "Managing Developer Disclosures") in accordance with subsection 4(f) herein.

3. Managing Developer Documents. The Managing Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a "Managing Developer Document" and collectively, the "Managing Developer Documents") in the capacity provided for in each such Managing Developer Document, and each such Managing Developer Document constitutes a valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms:

a. this Managing Developer Letter of Representations;

b. the Development Agreement;

c. the Financing Agreement;

d. the Offsite Road and Trail Agreement;

e. the Wastewater Service Agreement;

f. the Managing Developer Landowner Consent Certificate;

g. the Utility Agreement;

h. the JODA; and

i. the Continuing Disclosure Agreement of the Managing Developer.

The representations and warranties of the Managing Developer contained in the Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

The Managing Developer has complied in all material respects with all of the Managing Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Managing Developer under the Managing Developer Documents on or prior to the date hereof.

4. Managing Developer Representations, Warranties and Covenants. The Managing Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Managing Developer is duly formed and validly existing as an Ohio limited liability company under the laws of the State of Ohio and is authorized to do business in the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Managing Developer provided by the Managing Developer (the "Managing Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter, and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Managing Developer Documents by the Managing Developer does not violate any judgment, Ordinance, writ, injunction or decree binding on the Managing Developer or any indenture, agreement, or other instrument to which the Managing Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Managing Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Managing Developer to perform its obligations under the Managing Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Managing Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum. The Managing Developer represents and warrants that the information set forth in the Managing Developer Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does

not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Managing Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Managing Developer under any of the Managing Developer Documents, any documents to which the Managing Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #3 Projects to which the Managing Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Managing Developer has occurred and is continuing.

5. Indemnification.

a. The Managing Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Managing Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof,

the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Managing Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Managing Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Managing Developer Letter of Representations will be binding upon the Managing Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Managing Developer Letter of Representations.

(*Signature page follows.*)

**M/I HOMES OF AUSTIN, LLC**
an Ohio limited liability company
(as Managing Developer)

By: _____

Name: William G. Peckman
Its: Area President

**APPENDIX A-2**

**$[PAR]**
**CITY OF DRIPPING SPRINGS, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**
**(HERITAGE PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

**FORM OF TRI POINTE LETTER OF REPRESENTATIONS**

[_____], 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Dripping Springs, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR] "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. ("Tri Pointe"), make the representations, warranties, and covenants contained in this Tri Pointe Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Tri Pointe Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, Tri Pointe understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of Tri Pointe, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Tri Pointe Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-

12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), Tri Pointe becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, Tri Pointe will notify the City and the Underwriter (and for the purposes of this clause provide the City and the Underwriter with such information as it may from time to time request); however, that for the purposes of this Tri Pointe Letter of Representations and any certificate delivered by Tri Pointe in accordance with the Bond Purchase Agreement, Tri Pointe makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan" and "THE DEVELOPERS" (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to Tri Pointe and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to Tri Pointe), "CONTINUING DISCLOSURE — The Developers – Tri Pointe" and "— The Developers' Compliance with Prior Undertakings – Tri Pointe," "SOURCES OF INFORMATION — Developers – Tri Pointe," "APPENDIX E-3" and "APPENDIX G" (collectively, the "Tri Pointe Disclosures") in accordance with subsection 4(f) herein.

3. Tri Pointe Documents. Tri Pointe has executed or caused the execution of and delivered each of the below listed documents (individually, a "Tri Pointe Document" and collectively, the "Tri Pointe Documents") in the capacity provided for in each such Tri Pointe Document, and each such Tri Pointe Document constitutes a valid and binding obligation of Tri Pointe, enforceable against Tri Pointe in accordance with its terms:

a. this Tri Pointe Letter of Representations;

b. the Development Agreement;

c. the Financing Agreement;

d. the Offsite Road and Trail Agreement;

e. the Wastewater Service Agreement;

f. the Tri Pointe Landowner Consent Certificate;

g. the Utility Agreement;

h. the JODA; and

i. the Continuing Disclosure Agreement of Tri Pointe.

Tri Pointe has complied in all material respects with all of Tri Pointe's agreements and covenants and satisfied all conditions required to be complied with or satisfied by Tri Pointe under the Tri Pointe Documents on or prior to the date hereof.

The representations and warranties of Tri Pointe contained in the Tri Pointe Documents are true and correct in all material respects on and as of the date hereof.

4. Tri Pointe Representations, Warranties and Covenants. Tri Pointe represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. Tri Pointe is duly formed and validly existing corporation under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of Tri Pointe provided by Tri Pointe (the "Tri Pointe Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Tri Pointe Documents by Tri Pointe does not violate any judgment, Ordinance, writ, injunction or decree binding on Tri Pointe or any indenture, agreement, or other instrument to which Tri Pointe is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Tri Pointe that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Tri Pointe to perform their obligations under the Tri Pointe Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

e. Information. The information prepared and submitted by Tri Pointe to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum. Tri Pointe represents and warrants that the information set forth in the Tri Pointe Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Tri Pointe agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by Tri Pointe under any of the Tri Pointe Documents, any documents to which Tri Pointe is a party

described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #3 Projects to which Tri Pointe is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by Tri Pointe has occurred and is continuing.

5. Indemnification.

a. Tri Pointe will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Tri Pointe Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, Tri Pointe or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Tri Pointe Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Tri Pointe Letter of Representations will be binding upon Tri Pointe and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Tri Pointe Letter of Representations.

(*Signature page follows.*)

**TRI POINTE HOMES TEXAS, INC.**
a Texas corporation
(as Tri Pointe)

By: _____
Name: Bryan R. Havel
Its: Division President

# APPENDIX B

## $[PAR]
## CITY OF DRIPPING SPRINGS, TEXAS,
## SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
## (HERITAGE PUBLIC IMPROVEMENT DISTRICT
## IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)

### ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc., ("Purchaser"), with respect to the "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" issued by the City of Dripping Springs, Texas ("Issuer") in the principal amount of $[PAR] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) Other than the Bonds maturing in [_____], that the first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth Business Day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

(*Signature page follows.*)

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____, 2025.

FMSbonds, Inc.,
as Underwriter

By:_____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

# APPENDIX C

[LETTERHEAD OF CITY ATTORNEY]

[_____], 2025

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

$[PAR]
CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)

Ladies and Gentlemen:

I am an Attorney for City of Dripping Springs, Texas (the "City") and am rendering this opinion in connection with the issuance and sale of $[PAR] "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance adopted by the City Council of the City (the "City Council") on October 21, 2025 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust, dated [November 1], 2025 (the "Indenture"), entered into by and between the City and Wilmington Trust, National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Bond Ordinance and in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed the:

(a) Resolution No. 2017-74 enacted by the City Council on November 14, 2017 (the "Creation Resolution");

(b) The ordinance adopted by the City Council on October 21, 2025 (the "Assessment Ordinance"), and the Service and Assessment Plan, attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the "Financing Agreement"), between the City, M/I Homes of Austin, LLC, an Ohio limited liability company (the "Managing Developer"), as joined by Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. ("Tri Pointe" and, together with the Managing Developer, the "Developers"), and BobWhite Investments, L.P., a Texas limited partnership ("BobWhite"), as consenting parties;

(f) The Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the "Original Owner"), and BobWhite, effective as of October 17, 2017, as partly assigned by the Original Owner to the Developers, and subsequently, as partly assigned by BobWhite to the Managing Developer (the "Development Agreement");

(g) The Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [November 1], 2025 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, P3Works, LLC, as Administrator (the "Administrator"), Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (the "Dissemination Agent");

(h) The Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the "Offsite Road and Trail Agreement"); and

(i) The Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers (as amended, the "Wastewater Service Agreement").

The Creation Resolution, the Assessment Ordinance, the Indenture and Bond Ordinance shall herein after be referred to as the "Authorizing Documents" and the remaining documents shall herein after be collectively referred to as the "City Documents."

In all such examinations, I have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #3 of the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation – The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

_____

ATTORNEY FOR THE CITY

**APPENDIX D-1**

[LETTERHEAD OF METCALFE WOLFF STUART & WILLIAMS, LLP
COUNSEL TO THE MANAGING DEVELOPER]

[_____], 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

City Attorney
511 Mercer Street
Dripping Springs, Texas 78620

$[PAR]
CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)

Ladies and Gentlemen:

We have acted as special counsel for M/I Homes of Austin, LLC, an Ohio limited liability company (the "Managing Developer"), in connection with the issuance and sale by the City of Dripping Springs, Texas (the "City") of $[PAR] City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "Bonds"), pursuant to that certain Indenture of Trust dated as of [November 1], 2025 (the "Indenture"), by and between the City and Wilmington Trust, National Association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Heritage" (the "Project"). The Managing Developer is referred to herein as our "Client."

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated [_____], 2025, by and between the City and the Underwriter (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

## I. Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to the Managing Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

A. The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "Documents"):

(1) The Indenture;

(2) The Bond Purchase Agreement;

(3) The Managing Developer Letter of Representations;

(4) The Closing Certificate of the Managing Developer, dated [_____], 2025, executed by the Managing Developer pursuant to Section 10(e) of the Bond Purchase Agreement;

(5) The Development Agreement;

(6) The Financing Agreement;

(7) The Offsite Road and Trail Agreement;

(8) The Wastewater Service Agreement;

(9) The Managing Developer Landowner Consent Certificate;

(10) The Utility Agreement;

(11) The JODA; and

(12) The Continuing Disclosure Agreement of the Managing Developer.

B. The Preliminary Limited Offering Memorandum;

C. The final Limited Offering Memorandum relating to the issuance of the Bonds, dated [_____], 2025, as authorized by the City (the "Limited Offering Memorandum"); and

D. The certificates described on Exhibit A attached hereto relating to the organization and existence of our Client ("Managing Developer Certificates").

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Metcalfe Wolff Stuart & Williams, LLP, attorneys who have given substantive attention to matters concerning the Managing Developer during the course of our representation of the Managing Developer in connection with the Documents, which knowledge has been obtained by such attorneys in their capacity as such after

review of certificates, reports and information provided by the Managing Developer, assuming such certificates, reports and information are accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. Further, the words "**our knowledge**" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

i. all persons other than our Client have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party's obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;

ii. each person executing any such instrument, document, or agreement other than our Client is duly authorized and has the legal power to do so;

iii. each natural person executing any such instrument, document, or agreement is legally competent to do so;

iv. there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;

v. all representations of fact set forth in the Documents and in the Managing Developer Certificates are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and

vi. all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than the Managing Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair

the validity or enforceability thereof. We assume that each of the parties to the Documents (other than the Managing Developer) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by our Client in connection with the Documents (and the transactions contemplated in the Documents) and do not represent our Client generally.

## II. Opinions

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

A. The Managing Developer is validly existing and is in good standing under the laws of the State of Ohio and is authorized to act and conduct business within the State of Texas.

B. The Managing Developer has the requisite partnership or corporate, as applicable, power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary partnership or corporate, as applicable, action to authorize the execution and delivery of such Documents and the performance by the Managing Developer of the obligations under such Documents.

C. The execution and delivery by the Managing Developer of the Documents to which it is a party will not:

i. to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to the Managing Developer under the laws of the State of Ohio or the State of Texas nor subject the Managing Developer to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to the Managing Developer;

ii. to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Managing Developer, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Managing Developer; or

iii. violate either of the Managing Developer Basic Documents (as defined on Exhibit A), nor will the performance by the Managing Developer of the agreements in the Documents violate either of the Managing Developer Basic Documents.

D. To our knowledge, the execution, delivery and performance by the Managing Developer of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Client is a party or is otherwise subject, which violation, breach or default would materially adversely affect the Managing Developer or the transactions contemplated by the Documents.

E. To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by the Managing Developer of the Documents to which the Managing Developer is a party, other than as are required with respect to the financing transaction evidenced thereby.

F. The Managing Developer has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms.

G. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Managing Developer on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Hays County, Texas, except for normal filing or recording fees.

## III. Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

A. There are no actions, suits or proceedings pending or, to our knowledge, threatened against our Client in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of the Managing Developer; (vi) the operations or financial condition of the Managing Developer that would materially adversely affect those operations or the financial condition of the Managing Developer or (vii) the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

B. As special counsel to the Managing Developer, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the sections "PLAN OF FINANCE — Development Plan" and "— Additional Indebtedness," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Managing

Developer) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Managing Developer, the Improvement Area #3 Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to the Managing Developer), "CONTINUING DISCLOSURE — The Developers – The Managing Developer" and "— The Developers' Compliance with Prior Undertakings – Managing Developer," "SOURCES OF INFORMATION — Developers – Managing Developer," "APPENDIX E-2" and "APPENDIX G" with such review being limited to information pertaining to the Developers, the Improvement Area #3 Projects and the Development (as defined in the Limited Offering Memorandum) (collectively, the "Developers Statements"). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Developers Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Financing Agreement, the Managing Developer Landowner Consent Certificate, and the JODA). We did, however, participate in meetings at which the Managing Developer was present during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developer Statements in the Preliminary Limited Offering Memorandum, as of its date and the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Developer Statements and we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to Underwriter, is solely for the benefit of Underwriter in its capacity as Underwriter to assist Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from Underwriter and any other addressees of this letter).

## IV. Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

A. We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

B. We have relied upon the Managing Developer Certificates, as well as the representations of the Managing Developer contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

C. Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Managing Developer is a party or by which the Managing Developer is or may be bound.

D. The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, the Ohio Revised Uniform Limited Partnership Act ("OH LP Act"), and the Ohio Limited Liability Company Act ("OH LLC Act"), excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, the OH LP Act, and the OH LLC Act. We do not express any opinion as to the judicial decisions construing the OH LP Act and/or OH LLC Act or any other matters of Ohio law other than the text of the OH LP Act and/or OH LLC Act. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

E. No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws, "Blue Sky" laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii)

possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.

F. Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regard to the sufficiency or accuracy of any legal descriptions contained in the Documents.

G. The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

H. The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

I. We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

J. We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

K. The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

L. We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

M. This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

_____

_____

Metcalfe Wolff Stuart & Williams, LLP

# EXHIBIT A

## Organizational Documents and Certificates

1. Operating Agreement and Declaration of M/I Homes of Grandview Yard, LLC, an Ohio limited liability company, dated June 30, 2011.

2. Certified copy of Articles of Organization of M/I Homes of Grandview Yard, LLC, an Ohio limited liability company, from the Ohio Secretary of State, dated June 7, 2023.

3. Certified copy of Certificate of Merger of M/I Homes of Austin, LLC, an Ohio limited liability company, from the Ohio Secretary of State, dated June 7, 2023.

4. Application for Foreign Registration of a Limited Liability Company for M/I Homes of Austin, LLC, an Ohio limited liability company, filed with the Texas Secretary of State on February 22, 2013. The application for registration was filed with the Texas Secretary of State on October 19, 2012, and an amendment to registration was filed on February 22, 2013.

5. Certificate of Good Standing dated _____ ___, 2025, from the Ohio Secretary of State for M/I Homes of Austin, LLC, an Ohio limited liability company.

6. Certificate of Fact dated _____ ___, 2025, from the Texas Secretary of State for M/I Homes of Austin, LLC, an Ohio limited liability company.

7. An Action by Written Consent of the Management Committee of M/I Homes of Austin, LLC, Without a Meeting, dated January 1, 2023.

8. Approval of Bonds and Documents by M/I Homes of Austin, LLC, dated _____ __, 2025.

Items 1-8 above are referred to in this opinion letter as the "**Managing Developer Basic Documents.**"

**APPENDIX D-2**

[LETTERHEAD OF MCLEAN & HOWARD, LLP COUNSEL TO TRI POINTE]

[_____], 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

City Attorney
511 Mercer Street
Dripping Springs, Texas 78620

$[PAR]
CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)

Ladies and Gentlemen:

We have acted as special counsel for Tri Pointe Homes Texas, Inc., a Texas corporation (the "Tri Pointe"), in connection with the issuance and sale by the City of Dripping Springs, Texas (the "City") of $[PAR] City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "Bonds"), pursuant to that certain Indenture of Trust dated as of [November 1], 2025 (the "Indenture"), by and between the City and Wilmington Trust, National Association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Heritage" (the "Project"). Tri Pointe is referred to herein as our "Client".

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated [_____], 2025, by and between the City and the Underwriter (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

## I. Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to Tri Pointe, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

A. The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "Documents"):

(1) The Indenture;

(2) The Bond Purchase Agreement;

(3) Tri Pointe Letter of Representations;

(4) The Closing Certificate of the Tri Pointe, dated [_____], 2025, executed by Tri Pointe pursuant to Section 10(e) of the Bond Purchase Agreement;

(5) The Development Agreement;

(6) The Financing Agreement;

(7) The Offsite Road and Trail Agreement;

(8) The Wastewater Service Agreement;

(9) The Tri Pointe Landowner Consent Certificate;

(10) The Utility Agreement;

(11) The JODA; and

(12) The Continuing Disclosure Agreement of Tri Pointe.

B. The Preliminary Limited Offering Memorandum;

C. The final Limited Offering Memorandum relating to the issuance of the Bonds, dated [_____], 2025, as authorized by the City (the "Limited Offering Memorandum"); and

D. The certificates described on Exhibit A attached hereto relating to the organization and existence of our Client (the "Tri Pointe Certificates").

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the McLean and Howard, LLP, attorneys who have given substantive attention to matters concerning Tri Pointe during the course of our representation of Tri Pointe in connection with the Documents, which knowledge has been obtained by such attorneys in their capacity as such after review of certificates, reports and information provided by Tri Pointe, assuming such certificates, reports and information are accurate

and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. Further, the words "**our knowledge**" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

i. all persons other than our Client have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party's obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;

ii. each person executing any such instrument, document, or agreement other than our Client is duly authorized and has the legal power to do so;

iii. each natural person executing any such instrument, document, or agreement is legally competent to do so;

iv. there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;

v. all representations of fact set forth in the Documents and in the Tri Pointe Certificates are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and

vi. all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than Tri Pointe) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Documents (other than Tri Pointe)

has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by our Client in connection with the Documents (and the transactions contemplated in the Documents) and do not represent our Client generally.

**II. Opinions**

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

A. Tri Pointe is validly existing and is in good standing under the laws of the State of Texas.

B. Tri Pointe has the requisite partnership or corporate, as applicable, power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary partnership or corporate, as applicable, action to authorize the execution and delivery of such Documents and the performance by Tri Pointe of the obligations under such Documents.

C. The execution and delivery by Tri Pointe of the Documents to which it is a party will not:

i. to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to Tri Pointe under the laws of the State of Texas nor subject Tri Pointe to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to Tri Pointe;

ii. to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting Tri Pointe, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting Tri Pointe; or

iii. violate either of the Tri Pointe Basic Documents (as defined on Exhibit A), nor will the performance by Tri Pointe of the agreements in the Documents violate either of the Tri Pointe Basic Documents.

D. To our knowledge, the execution, delivery and performance by Tri Pointe of the Documents to which it is a party do not constitute a breach of or default under any existing

loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Client is a party or is otherwise subject, which violation, breach or default would materially adversely affect Tri Pointe or the transactions contemplated by the Documents.

E. To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by Tri Pointe of the Documents to which Tri Pointe is a party, other than as are required with respect to the financing transaction evidenced thereby.

F. Tri Pointe has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of Tri Pointe, enforceable against Tri Pointe in accordance with its terms.

G. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by Tri Pointe on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Hays County, Texas, except for normal filing or recording fees.

## III. Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

A. There are no actions, suits or proceedings pending or, to our knowledge, threatened against our Client in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of Tri Pointe; (vi) the operations or financial condition of Tri Pointe that would materially adversely affect those operations or the financial condition of Tri Pointe or (vii) the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

B. As special counsel to Tri Pointe, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the sections "PLAN OF FINANCE — Development Plan" and "— Additional Indebtedness," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to Tri Pointe, the Improvement Area #3 Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to Tri Pointe), "CONTINUING DISCLOSURE — The Developers – Tri Pointe" and "— The Developers' Compliance with Prior Undertakings – Tri Pointe," "SOURCES OF INFORMATION —

Developers – Tri Pointe," "APPENDIX E-3" and "APPENDIX G" with such review being limited to information pertaining to Tri Pointe, the Improvement Area #3 Projects and the Development (as defined in the Limited Offering Memorandum) (collectively, the "**Tri Pointe Statements**"). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Tri Pointe Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Financing Agreement, the Tri Pointe Landowner Consent Certificate, and the JODA). We did, however, participate in meetings with Tri Pointe during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developers Statements in the Preliminary Limited Offering Memorandum, as of its date and the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Tri Pointe Statements and we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to Underwriter, is solely for the benefit of Underwriter in its capacity as Underwriter to assist Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from Underwriter and any other addressees of this letter).

## IV. Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

A. We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

B. We have relied upon the Tri Pointe Certificates, as well as the representations of Tri Pointe contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

C. Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which Tri Pointe is a party or by which Tri Pointe is or may be bound.

D. The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

E. No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws, "Blue Sky" laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.

F. Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regard to the sufficiency or accuracy of any legal descriptions contained in the Documents.

G. The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the

Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

H. The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

I. We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

J. We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

K. The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

L. We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

M. This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

McLean & Howard, LLP
Counsel to Tri Pointe

# EXHIBIT A

## Organizational Documents and Certificates

1. Articles of Incorporation of Trendmaker Homes, Inc., a Texas corporation, dated October 15, 1971.

2. Certificate of Amendment filed by Trendmaker Homes, Inc., a Texas corporation, dated effective as of January 15, 2021, changing the name of Trendmaker Homes, Inc., a Texas corporation, to Tri Pointe Homes Texas, Inc., a Texas corporation.

3. Certificate of Fact dated _____, 2025 from the Texas Secretary of State for Tri Pointe Homes Texas, Inc., a Texas corporation.

4. Secretary's Certificate of Tri Pointe Homes Texas, Inc., dated October 10, 2022.

Items 1-4 above are referred to in this opinion letter as the "**Tri Pointe Basic Documents**."

# APPENDIX E-1

## CLOSING CERTIFICATE OF MANAGING DEVELOPER

M/I Homes of Austin, LLC, an Ohio limited liability company (the "Managing Developer") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum (as defined herein).

1. The Managing Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Ohio and duly authorized to do business in the State of Texas.

2. Representatives of the Managing Developer have provided information to the City of Dripping Springs, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR] City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated [_____], 2025 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated [_____], 2025 (the "Limited Offering Memorandum").

3. The Managing Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of each of the Managing Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Managing Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Ohio Secretary of State, (ii) Certificate of Status from the Texas Secretary of State and (iii) a verification of franchise tax account status from the Texas Secretary of State.

5. The Managing Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Managing Developer Document" and collectively, the "Managing Developer Documents") in the capacity provided for in each such Managing Developer Document, and each such Managing Developer Document constitutes a valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms:

a. the Managing Developer Letter of Representations executed by the Managing Developer dated [_____], 2025;

b. the Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the "Original Owner"), and BobWhite, effective as of October 17, 2017, as partly assigned by the Original Owner to the Developers, and subsequently, as partly assigned by BobWhite to the Managing Developer (the "Development Agreement (as defined herein);

c. the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022, between the Managing Developer, as joined by Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. ("Tri Pointe" and, together with the Managing Developer, the "Developers"), and BobWhite, as consenting parties;

d. Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers;

e. the Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers;

f. the Managing Developer Landowner Consent Certificate executed by the Managing Developer as of [_____], 2025;

g. the Water and Wastewater Utility Construction, Conveyance and Service Agreement, effective as of May 18, 2021, executed and delivered by Double Eagle Villages, LLC ("Double Eagle Villages") and Corix Utilities (Texas), Inc., as assigned by Double Eagle Villages to the Developers;

h. the Joint Ownership and Development Agreement between the Managing Developer and Tri Pointe dated July 27, 2020; and

i. the Continuing Disclosure Agreement of the Managing Developer with respect to the Bonds, dated as of [November 1], 2025, executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent.

6. The Developers owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #3 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

7. The Managing Developer has complied in all material respects with all of the Managing Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Managing Developer under the Managing Developer Documents on or prior to the date hereof.

8. The representations and warranties of the Managing Developer contained in the Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Managing Developer Documents by Managing Developer does not violate any judgment, order, writ, injunction or decree binding on the Managing Developer or any indenture, agreement, or other instrument to which Managing Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Managing Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Managing Developer to perform

their obligations under the Managing Developer Documents in all material respects, that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum, or with respect to the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

10. The Managing Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum under the "PLAN OF FINANCE — Development Plan" and "— Additional Indebtedness," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Managing Developer) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Managing Developer, the Improvement Area #3 Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to the Managing Developer), "CONTINUING DISCLOSURE — The Developers – The Managing Developer" and "— The Developers' Compliance with Prior Undertakings – Managing Developer," "SOURCES OF INFORMATION — Developers – Managing Developer," "APPENDIX E-2" and "APPENDIX G" (collectively, the "Master Developer Disclosures") and certify that the information contained in the Managing Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. The Managing Developer has reviewed and approved the information contained in the Managing Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. The Managing Developer is in compliance in all material respects with all provisions of applicable law relating to the Managing Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Managing Developer or any portion of the Development that would materially and adversely affect the Managing Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Managing Developer is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Improvement Area #3 Assessments on property in the District owned by the Managing Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Managing Developer is a party or to which the Managing Developer or any of its property or assets is subject.

15. The Managing Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, the Managing Developer's ability to perform its respective obligations under the Managing Developer Documents, or the development of the Development.

16. The Managing Developer has no knowledge of any physical condition of the Development owned or to be developed by the Managing Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

(*Signature page follows.*)

Dated: [_____], 2025

**M/I HOMES OF AUSTIN, LLC**
an Ohio limited liability company
(as Managing Developer)

By: _____
Name: William G. Peckman
Its: Area President

# APPENDIX E-2

## CLOSING CERTIFICATE OF TRI POINTE

Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. ("Tri Pointe") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum (as defined herein).

1. Tri Pointe is a is a corporation organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of Tri Pointe have provided information to the City of Dripping Springs, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR] City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated [_____], 2025 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated [_____], 2025 (the "Limited Offering Memorandum").

3. Tri Pointe has delivered to the Underwriter and the City true, correct, complete and fully executed copies of each of Tri Pointe's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. Tri Pointe has delivered to the Underwriter and the City (i) a Certificate of Status from the Texas Secretary of State and (ii) a verification of franchise tax account status from the Texas Secretary of State.

5. Tri Pointe has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Tri Pointe Document" and collectively, the "Tri Pointe Documents") in the capacity provided for in each such Tri Pointe Document, and each such Tri Pointe Document constitutes a valid and binding obligation of Tri Pointe, enforceable against Tri Pointe in accordance with its terms:

A. Tri Pointe Letter of Representations executed by Tri Pointe dated [_____], 2025;

B. the Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the "Original Owner"), and BobWhite, effective as of October 17, 2017, as partly assigned by the Original Owner to the Developers, and subsequently, as partly assigned by BobWhite to the Managing Developer (the "Development Agreement (as defined herein);

C. the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022, between the M/I Homes of Austin, LLC, an Ohio limited liability company (the "Managing Developer"), as joined by Tri Pointe (together with the Managing Developer, the "Developers"), and BobWhite, as consenting parties;

D. the Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers;

E. the Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers;

F. the Tri Pointe Landowner Consent Certificate executed by Tri Pointe as of [_____], 2025;

G. the Water and Wastewater Utility Construction, Conveyance and Service Agreement, effective as of May 18, 2021, executed and delivered by Double Eagle Villages, LLC ("Double Eagle Villages") and Corix Utilities (Texas), Inc., as assigned by Double Eagle Villages to the Developers;

H. the Joint Ownership and Development Agreement between the Managing Developer and Tri Pointe dated July 27, 2020; and

I. the Continuing Disclosure Agreement of Tri Pointe with respect to the Bonds, dated as of [_____], 2025, executed and delivered by Tri Pointe, the Administrator and the Dissemination Agent.

6. The Developers owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #3 of the District on the date that the Assessment Ordinance was adopted and such landowner is not an entity that may claim a homestead right under Texas law.

7. Tri Pointe has complied in all material respects with all of Tri Pointe's agreements and covenants and satisfied all conditions required to be complied with or satisfied by Tri Pointe under the Tri Pointe Documents on or prior to the date hereof.

8. The representations and warranties of Tri Pointe contained in the Tri Pointe Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Tri Pointe Documents by Tri Pointe does not violate any judgment, order, writ, injunction or decree binding on Tri Pointe or any indenture, agreement, or other instrument to which Tri Pointe is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against Tri Pointe that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Tri Pointe to perform their obligations under the Tri Pointe Documents in all material respects, that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum, or with respect to the acquisition and

construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

10. Tri Pointe has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum under the "PLAN OF FINANCE — Development Plan" and "THE DEVELOPERS" (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to Tri Pointe and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to Tri Pointe), "CONTINUING DISCLOSURE — The Developers – Tri Pointe" and "— The Developers' Compliance with Prior Undertakings – Tri Pointe," "SOURCES OF INFORMATION — Developers – Tri Pointe," "APPENDIX E-3" and "APPENDIX G" (collectively, the "Tri Pointe Disclosures") and certify that the information contained in Tri Pointe Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. Tri Pointe has reviewed and approved the information contained in the Tri Pointe Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. Tri Pointe is in compliance in all material respects with all provisions of applicable law relating to Tri Pointe in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon Tri Pointe or any portion of the Development that would materially and adversely affect Tri Pointe's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. Tri Pointe is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Improvement Area #3 Assessments on property in the District owned by Tri Pointe will not conflict with or constitute a breach of or default under any agreement,

mortgage, deed of trust, indenture or other instrument to which the Tri Pointe is a party or to which the Tri Pointe or any of its property or assets is subject.

15. Tri Pointe is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, Tri Pointe's ability to perform its respective obligations under the Tri Pointe Documents, or the development of the Development.

16. Tri Pointe has no knowledge of any physical condition of the Development owned or to be developed by Tri Pointe that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

(*Signature page follows.*)

Dated: [_____], 2025

**TRI POINTE HOMES TEXAS, INC.**
a Texas corporation
(as Tri Pointe)

By: _____
Name: Bryan R. Havel
Its: Division President

# APPENDIX F

[LETTERHEAD OF BARLETTA & ASSOCIATES, INC.]

[_____], 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Re: City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of Barletta & Associates, Inc. ("Barletta"), the appraiser of the property contained in Improvement Area #3 of the Heritage Public Improvement District (the "District"), does hereby represent the following:

1. Barletta has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2025, and the Limited Offering Memorandum for the Bonds, dated [_____], 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by City of Dripping Springs, Texas, as described above. The information Barletta provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District (the "Appraisal"), located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL."

2. To the best of my professional knowledge and belief, as of the date of the Appraisal, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Barletta agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Barletta agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [_____], 2025) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in a material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

Barletta & Associates, Inc.

By: _____
Its: _____

**APPENDIX G**

[LETTERHEAD OF P3WORKS, LLC]

[_____], 2025

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Re: City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC ("P3Works"), consultant in connection with the creation by City of Dripping Springs, Texas (the "City") of the Heritage Public Improvement District (the "District"), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2025, and the final Limited Offering Memorandum for the Bonds, dated [_____], 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the inclusion of the SAP in the Limited Offering Memorandum and to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about

[_____], 2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

**P3WORKS, LLC**

By: _____
Its: _____

# EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

**CITY OF DRIPPING SPRINGS, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025**
**(HERITAGE PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER**

This Continuing Disclosure Agreement of the Issuer dated as of [November __], 2025 (this "Disclosure Agreement") is executed and delivered by and among the City of Dripping Springs, Texas (the "Issuer"), P3Works, LLC (as more fully defined herein, the "Administrator") and Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (as more fully defined herein, the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Holders (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of [November 1], 2025, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC as the current Administrator.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Collections Report" shall mean any Annual Collection Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Financial Information Filing Date" shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer's Fiscal Year, which Filing Date is currently March 31.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Service Plan Update" shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Assessments" shall mean, collectively, the "Improvement Area #3A Assessments" and "Improvement Area #3B Assessments" as such terms are defined in the Indenture.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Disclosure Agreement of Managing Developer" shall mean the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) Continuing Disclosure Agreement of the Managing Developer dated as of [November 1], 2025 executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent.

"Disclosure Agreement of Tri Pointe" shall mean the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) Continuing Disclosure Agreement of Tri Pointe dated as of [November 1], 2025 executed and delivered by Tri Pointe, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean the City Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wilmington Trust, National Association, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Heritage Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access system currently available on the internet at http://emma.msrb.org.

"Filing Date" means, collectively, an Annual Collections Report Filing Date, Annual Financials Filing Date and an Annual Financial Information Filing Date, or, individually, as the context requires, an Annual Collections Report Filing Date, Annual Financials Filing Date or an Annual Financial Information Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the one-year period from October 1 through September 30.

"Holder(s)" shall have the meaning assigned to such term in the Indenture.

"Improvement Area #3" shall have the meaning assigned to such term in the Indenture.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum for the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"Managing Developer" shall mean, M/I Homes of Austin, LLC, an Ohio limited liability company, including its affiliates, successors and assigns.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

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

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SAP Update" shall have the meaning assigned to such term in Section 4(a)(iii) of this Disclosure Agreement.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Tax Year" means the calendar year or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

"Tri Pointe" means Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, including its affiliates, successors and assigns**.**

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Annual Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2025, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Financial Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Financial Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Annual Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten (10) days from receipt of such Annual Financial Information or Annual Financial Statements from the Issuer, but in no event later than the applicable Filing Dates for such Fiscal Year.

If by the fifth ($5^{th}$) day before each Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Financial Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, state the date by which the Annual Financial Information or Annual Financial Statements for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(b) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and Annual Financial Statements; and

(ii) file the Annual Financial Information and Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or Annual Financial Statements, as applicable, together with written instructions to file such financing information or financial statements with the MSRB, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement,

stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financial Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) for the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the aggregate principal amount Outstanding and the total interest amount due on aggregate principal amount Outstanding;

(B) the amounts in the funds and accounts held under the Indenture securing the Bonds and a general description of the related investments; and

(C) the assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year.

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a "SAP Update").

(iv) Until certificates of occupancy ("COs") have been issued (or, if COs are not issued upon completion of construction of single-family dwellings, approval of the final inspection has been granted) for lots representing, in the aggregate, ninety-five percent (95%) of the total single-family residential lots within Improvement Area #3, the Annual Financial Information (in the SAP Update or otherwise) shall include the following:

(A) the number of COs issued for new homes completed in Improvement Area #3 during such Fiscal Year; and

(B) the aggregate number of COs issued for new homes completed within Improvement Area #3 since filing the initial Annual Financial Information for Fiscal Year ended September 30, 2025.

(v) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Annual Financial Statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial

Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) A form for submitting the information set forth in Section 4(a) above is attached as Exhibit B hereto. Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

The Administrator, and if no Administrator is designated, the Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Annual Financial Statements under this Section 4.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5, provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth ($5^{th}$) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report

or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Holders, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Managing Developer or Tri Pointe of real property within Improvement Area #3 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds, if any, under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the

MSRB. The Dissemination Agent shall file such notice no later than three (3) Business Days immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, any Holder or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall use best efforts to notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing within five (5) Business Days after the occurrence of the event and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. <u>Termination of Reporting Obligations</u>. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and Dissemination Agent may assume that the Issuer is an obligated person with

respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Wilmington Trust, National Association. The Issuer will give prompt written notice to the Managing Developer, Tri Pointe, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, as applicable, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, as applicable. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer or the Administrator in writing), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Annual Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment

relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Annual Financial Statements for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Holder or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Holders of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, expenses and liabilities for such actions) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe and a default under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. TO THE EXTENT PERMITTED BY LAW, THE ISSUER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISSEMINATION AGENT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BUT ONLY FROM ANNUAL COLLECTION COSTS COLLECTED FROM THE PROPERTY OWNERS IN IMPROVEMENT AREA #3, AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH IT MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF ITS POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF DEFENDING AGAINST

ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Managing Developer or Tri Pointe or the failure of the Managing Developer or Tri Pointe to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, respectively. The obligations of the Issuer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information in accordance with Section 3(a) or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit an Annual Financial Information or Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #3, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Managing Developer or Tri Pointe to provide information to the Administrator as and when required under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, respectively. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties

and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Holders and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #3, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator, each individually, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each individually, represent that neither the Dissemination Agent, the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each individually, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each individually, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each individually, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Governing Law and Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Hays County, Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(*Signature pages follow.*)

CITY OF DRIPPING SPRINGS, TEXAS
(as Issuer)

By: _____
Mayor

WILMINGTON TRUST, NATIONAL ASSOCIATION
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

**EXHIBIT A**

**NOTICE TO MSRB OF FAILURE TO FILE [ANNUAL FINANCIAL INFORMATION][AUDITED][UNAUDITED] [ANNUAL FINANCIAL STATEMENTS][ANNUAL COLLECTIONS REPORT]**

| | |
|---|---|
| Name of Issuer: | City of Dripping Springs, Texas |
| Name of Bond Issue: | Special Assessment Revenue Bonds, Series 2025 (Heritage Public Improvement District Improvement Area #3A and Improvement Area #3B Project) (the "Bonds") |
| CUSIP Nos. | [insert CUSIP NOs.] |
| Date of Delivery: | _____, 20__ |

NOTICE IS HEREBY GIVEN that the City of Dripping Springs, Texas, has not provided [Annual Financial Information][[audited][unaudited] [financial statements][the Annual Collections Report] for fiscal year ended _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of [_____], 2025, by and among the Issuer, P3Works, LLC, as the "Administrator," and Wilmington Trust, National Association, as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][[audited][unaudited] [Annual Financial Statements][the Annual Collections Report] will be filed by _____.

Dated: _____

Wilmington Trust, National Association,
on behalf of City of Dripping Springs, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Dripping Springs, Texas

**EXHIBIT B**

**CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

**ANNUAL FINANCIAL INFORMATION[1]**

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: 15950 North Dallas Parkway, Suite 200
City: Dallas, Texas 75248
Telephone: (714) 384-4174
Contact Person: Attn: Parker Merritt

**Section 4(a)(i)(A)**

**BONDS OUTSTANDING**

| CUSIP Number | Maturity Date | Interest Rate | Original Principal Amount | Outstanding Principal Amount | Outstanding Interest Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

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[1] Excluding Annual Financial Statements of the Issuer.

**Section 4(a)(i)(B)**

**INVESTMENTS**

| Fund/ Account Name | Investment Description | Par Value | Book Value | Market Value |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Section 4(a)(i)(C)**

**ASSETS AND LIABILITIES OF TRUST ESTATE**

| Cash Position of Trust Estate for statements dated September 30, 20[__] | | |
|---|---|---|
| [List of Funds/Accounts Held Under Indenture] | Amount In the Fund | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | A |
| | | |
| Bond Principal Amount Outstanding | | B |
| Outstanding Assessment Amount to be collected | | C |
| | | |
| **Net Position of Trust Estate and Outstanding Bonds and Assessments** | | A-B+C |

September 30, 20[__] Trust Statements: □ Audited □ Unaudited

Accounting Type: □ Cash □ Accrual □ Modified Accrual

**Section 4(a)(ii)**

**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR**

**Debt Service Requirements on the Bonds**

| Year Ending (September 30) | Principal | Interest | Total |
|---|---|---|---|

**Top [Five] Assessment Payers in Improvement Area #3[(1)]**

| Property Owner | No. of Parcels/Lots | Percentage of Parcels/Lots | Outstanding Assessments | Percentage of Total Assessments |
|---|---|---|---|---|

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

## Assessed Value of Improvement Area #3 of the District

The [YEAR] certified total assessed value for the land in Improvement Area #3 of the District is approximately $[AMOUNT] according to the Hays Central Appraisal District.

**Foreclosure History Related to the Assessments for the Past Five Fiscal Years**

| Fiscal Year Ended (9/30) | Delinquent Assessment Amount not in Foreclosure Proceedings | Parcels in Foreclosure Proceedings | Delinquent Assessment Amount in Foreclosure Proceedings | Foreclosure Sales | Foreclosure Proceeds Received |
|---|---|---|---|---|---|
| | $ | | $ | | $ |
| 20__ | | | | | |
| 20__ | | | | | |
| 20__ | | | | | |
| 20__ | | | | | |

[insert any necessary footnotes]

**Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years**

| Fiscal Year Ended (9/30) | Total Annual Installment Billed | Parcels Levied[(1)] | Delinquent Amount as of 3/1 | Delinquent % as of 3/1 | Delinquent Amount as of [9/1] | Delinquent % as of [9/1] | Total Annual Installments Collected[(2)] |
|---|---|---|---|---|---|---|---|
| | $ | | $ | % | $ | % | $ |
| 20__ | | | | | | | |
| 20__ | | | | | | | |
| 20__ | | | | | | | |
| 20__ | | | | | | | |

[(1)] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[(2)] [Does/does not] include interest and penalties.

## Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

| Fiscal Year Ended (9/30) | Delinquent % as of 9/1 | Parcel Numbers |
|---|---|---|
| 20__ | % | |
| 20__ | | |

**History of Prepayment of Assessments for the Past Five Fiscal Years**

| Fiscal Year Ended (9/30) | Number of Prepayments | Amount of Prepayments | Bond Call Date | Amount of Bonds Redeemed |
|---|---|---|---|---|
| | | $ | | $ |
| 20__ | | | | |
| 20__ | | | | |
| 20__ | | | | |
| 20__ | | | | |
| 20__ | | | | |

[insert any necessary footnotes]

**ITEMS REQUIRED BY SECTIONS 4(a)(iii) – (vi) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO CITY OF DRIPPING SPRINGS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

**[Insert a line item for each applicable listing]**

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**EXHIBIT C**

**CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

**ANNUAL COLLECTIONS REPORT**

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: 15950 North Dallas Parkway, Suite 200
City: Dallas, Texas 75248
Telephone: (714) 384-4174
Contact Person: Attn: Parker Merritt

**SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO COLLECTION OF THE ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SECTION 5(A) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO CITY OF DRIPPING SPRINGS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B PROJECT)**

**Foreclosure History Related To The Annual Installments**(1)

| Succeeding Fiscal Year | Delinquent Annual Installment Amount not in Foreclosure Proceedings | Parcels in Foreclosure Proceedings | Delinquent Annual Installment Amount in Foreclosure Proceedings | Foreclosure Sales | Foreclosure Proceeds Received |
|---|---|---|---|---|---|
| 20__ | $ | | $ | | $ |

(i) Period covered includes October 1, 20__ through March 1, 20__.

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**Collection and Delinquency Annual Installments**[1]

| Succeeding Fiscal Year 20__ | Total Annual Installment Levied $ | Parcels Levied[2] | Delinquent Amount as of 3/1 $ | Delinquent % as of 3/1 % | Total Annual Installments Collected[3] $ |
|---|---|---|---|---|---|

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

**Prepayment of Assessments**[1]

| Succeeding Fiscal Year | Number of Prepayments | Amount of Prepayments $ | Bond Call Date | Amount of Bonds Redeemed $ |
|---|---|---|---|---|

[1] Period covered includes October 1, 20__ through March 1, 20__.

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# EXHIBIT D

## BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

| Date | Delinquency Clock (Days) | Activity |
|---|---|---|
| January 31 | | Assessments are due. |
| February 1 | 1 | Assessments delinquent if not received. |
| February 20 | 20 | Immediately upon receipt, but in no event later than February 20, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.<br><br>Issuer and/or Administrator should be aware of actual and specific delinquencies<br><br>Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and Dissemination Agent should be immediately notified in writing**.<br><br>Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.<br><br>At this point, if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of** |

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Hays County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

| | | |
|---|---|---|
| | | **foreclosure, in accordance with the Hays County Tax Assessor-Collector's procedures[2].** |
| | | **If there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Hays County Tax Assessor-Collector procedures[2].** |
| March 15 | 43/44 | Trustee as Paying Agent / Registrar pays Bond interest payments to Holders pursuant to the terms of the Indenture. |
| | | Reserve Account payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. |
| | | Issuer, or the Trustee on behalf of and at the direction of the Issuer pursuant to the terms of the Indenture, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Account and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Account. |
| | | **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.** |
| **July 1** | **152/153** | Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the Hays County Tax Assessor-Collector procedures[2]. |
| | | **Preliminary Foreclosure activity commences, in accordance with the Hays County Tax Assessor-Collector procedures[2], and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** |

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

| | | |
|---|---|---|
| | | If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.<br><br>If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Holders under Section 11.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent. |
| August 15 | 197/198 | The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Holders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).<br><br>**Foreclosure action to be filed with the court, in accordance with the Hays County Tax Assessor-Collector procedures[3]**.<br><br>**Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Holders**.<br><br>If Holders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action. |

A committee of not less than twenty-five percent (25%) of the Holders may request a meeting with the City Administrator to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Account draw is required. Further, if delinquencies exceed five percent (5%), Holders may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Holders may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

[3] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

# Planning & Zoning Commission
# Planning Department Staff Report

| | |
|---|---|
| **City Council Meeting:** | October 21, 2025 |
| **Project No:** | ZA2025-001 |
| **Project Planner:** | Sara Varvarigos, AICP – Senior Planner |

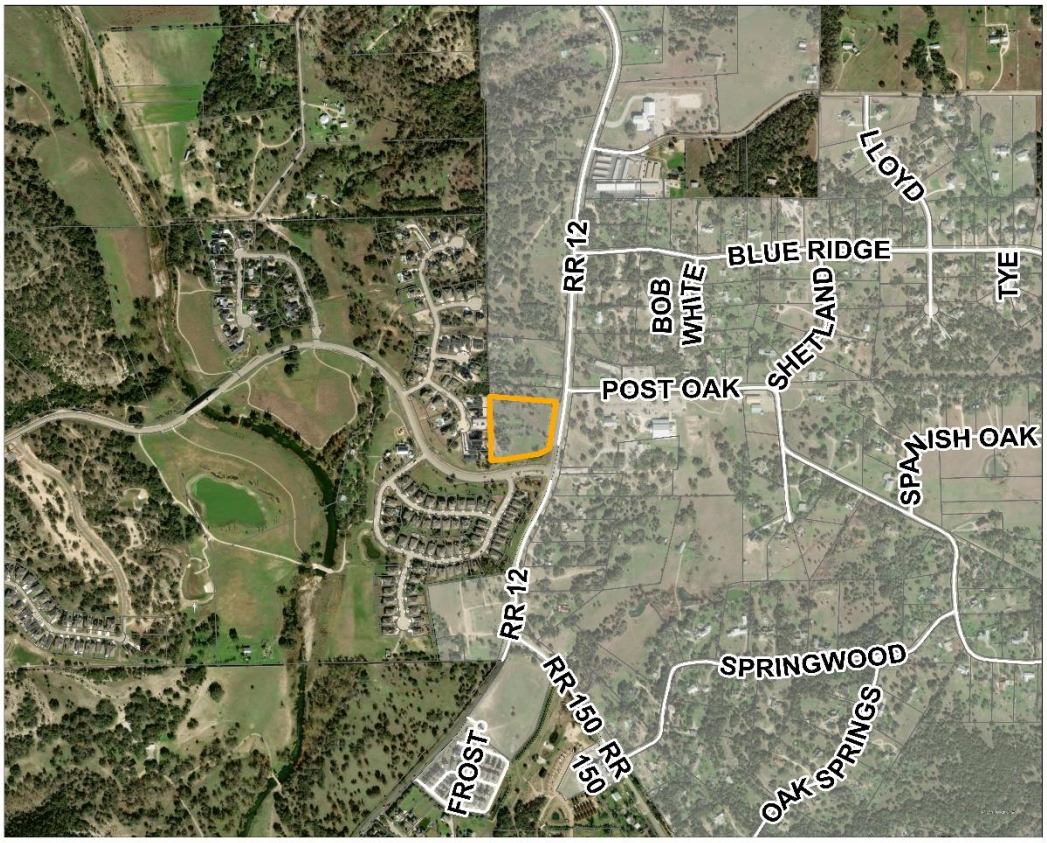
## Item Details

| | |
|---|---|
| **Project Name:** | PREP School at Caliterra (Daycare) |
| **Property Location:** | 26025 Ranch Road 12 S., Dripping Springs, TX |
| **Legal Description:** | A0415 Philip A Smith Survey, Tract 18, 4.98 Acres, Commercial Parcel |
| **Applicant:** | Angie and Brad Mendenhall, MBARR Holdings LLC |
| **Property Owners:** | Cf Cslk Caliterra LLC |
| **Request:** | Zoning Amendment from Agricultural (AG) to General Retail with a Conditional Overlay (GR-CO) |
| **Recommendation:** | Staff recommends approval of the zoning amendment and conditional overlay. |

DRIPPING SPRINGS
Texas

**Location Map**

*ZA2025-001*
*26025 Ranch Road 12*




**Legend**
- Roads
- Subject_Property
- City Limits

0 40 80 160 240 320
Yards

## Overview

# Planning Department Staff Report

The applicant is requesting approval of a zoning map amendment to rezone an approximately 4.98-acre tract of land located at the entrance of the Caliterra Subdivision, from Agricultural (AG), to General Retail with a Conditional Overlay (GR-CO). The subject property is identified in Caliterra's Development Agreement concept master plan as a commercial land use (Exhibit 3).

The applicant intends to subdivide this parcel into two lots and construct a new PREP School daycare on the southern half of the site. The proposed zoning amendment would rezone the 4.98-acre property's base zoning district from AG to GR, which is consistent with the Caliterra Development Agreement's planned future land use for this site (Exhibit 3 and 4). Additionally, a Conditional Overlay would limit the land uses allowed on this site, prioritizing compatibility with neighboring residences and land uses, while also imposing a thirty-foot-wide landscape buffer along the western boundary of the property, adjacent to Caliterra residences (Exhibit 1).

Approval of this zoning amendment request is an essential step toward facilitating the proposed development of the site.
*Per Ch. 30 Exhibit A*

- *The **AG**, agriculture district is designed to permit the use of land for ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

The applicant is requesting a zoning amendment to "GR-CO"

- ***GR** – **General Retail**: The GR, general retail district is established to provide areas for retail facilities that are larger than those generally located in the local retail district, such as large grocery stores, bookstores, and the like. Areas zoned for general retail should have convenient regional access via major thoroughfares, such as U.S. Highway 290 or Ranch Road 12, and major collector streets are primary locational considerations. Office uses, hotel/motel uses, community scale retail, and bed-and-breakfasts are permitted within general retail districts. Commercial services and industrial uses shall not be permitted.*
- ***CO** – **Conditional Overlay**: A conditional overlay (CO) consists of supplemental regulations, restrictions or conditions that apply to a particular tract of real property, apart from and in addition to the rules of the base zoning district in which the particular tract is located. These supplemental regulations may include prohibiting permitted, conditional, and accessory uses otherwise authorized in the base district or making a permitted use a conditional use, increasing the minimum lot size or lot width requirements, increasing minimum yard and setback requirements, decreasing maximum building height and floor to area ratios, decreasing maximum building or impervious coverage, and restricting access to abutting and nearby roadways, among other things.*

**Analysis of Existing and Proposed Zoning**

| | AG | GR- CO | Differences between AG & GR-CO |
|---|---|---|---|
| **Max Height** | 40 feet (Main and Accessory) | 40 feet (Main)<br>25 Feet (Accessory) | 0 feet (Main)<br>15 feet less (Accessory) |
| **Min. Building Separation** | 10 feet between Main and Accessory buildings | 80 feet between buildings | 70 feet more |
| **Min. Front Yard Setback** | 50 feet | 25 feet | 25 feet less |
| **Min. Side Yard Setback** | 10-30 ft | 25 feet | -5 feet to +15 feet |
| **Min. Rear Yard Setback** | 50 feet | 40 ft for property line abutting residential uses, with a 30 ft minimum landscape buffer | 10 feet less, but imposes 30 ft landscape buffer |
| **Min. Lot Size** | 2 acres (87,120 square feet) | 20,000 square feet | 67,120 square feet less |

# Planning Department Staff Report

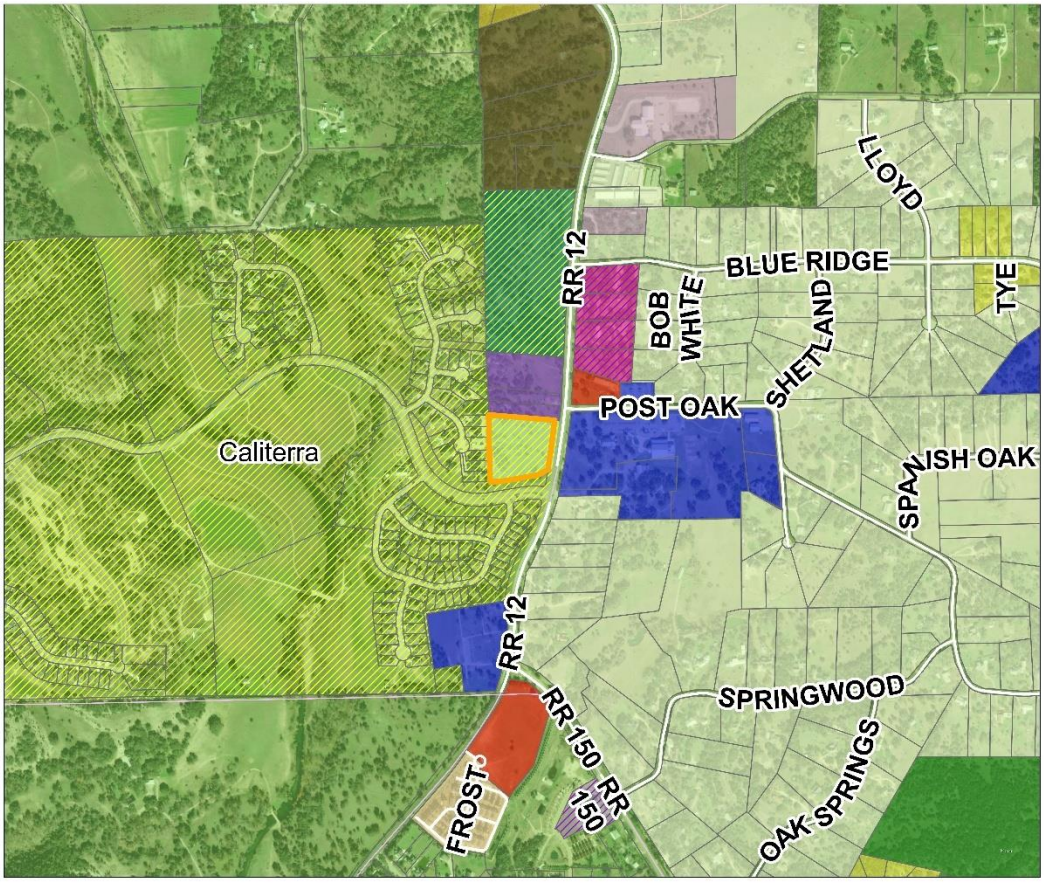
| | AG | GR- CO | Differences between AG & GR-CO |
|---|---|---|---|
| **Min. Lot Width** | 100 feet | 100 feet | 0 feet |
| **Min. Lot Depth** | 150 feet | 150 feet | 0 feet |
| **Impervious Cover** | 30% | 60% | 30% more |
| **Number of Uses Permitted by Right** | 30 | 16 | 14 less |

## Analysis of Surrounding Properties

DRIPPING SPRINGS
Texas

**Location Map**

*ZA2025-001*
*26025 Ranch Road 12*




Legend
Roads
Subject_Property

N

0 40 80 160 240 320
Yards

| Direction | Zoning District | Existing Use | Future Land Use |
|---|---|---|---|
| **North** | GR, PDD #9 | Vacant | Mixed-use activity center (CODS Comprehensive Plan) |
| **East** | GUI, CS, LR-CO, SF-1 | Religious Use, Motel, Residential | |
| **South** | Caliterra DA, SF-1 | Residential Use | |
| **West** | Caliterra DA | Residential Use | |

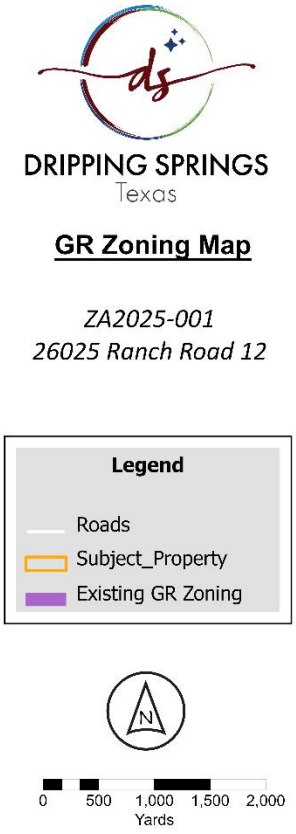
# Planning Department Staff Report

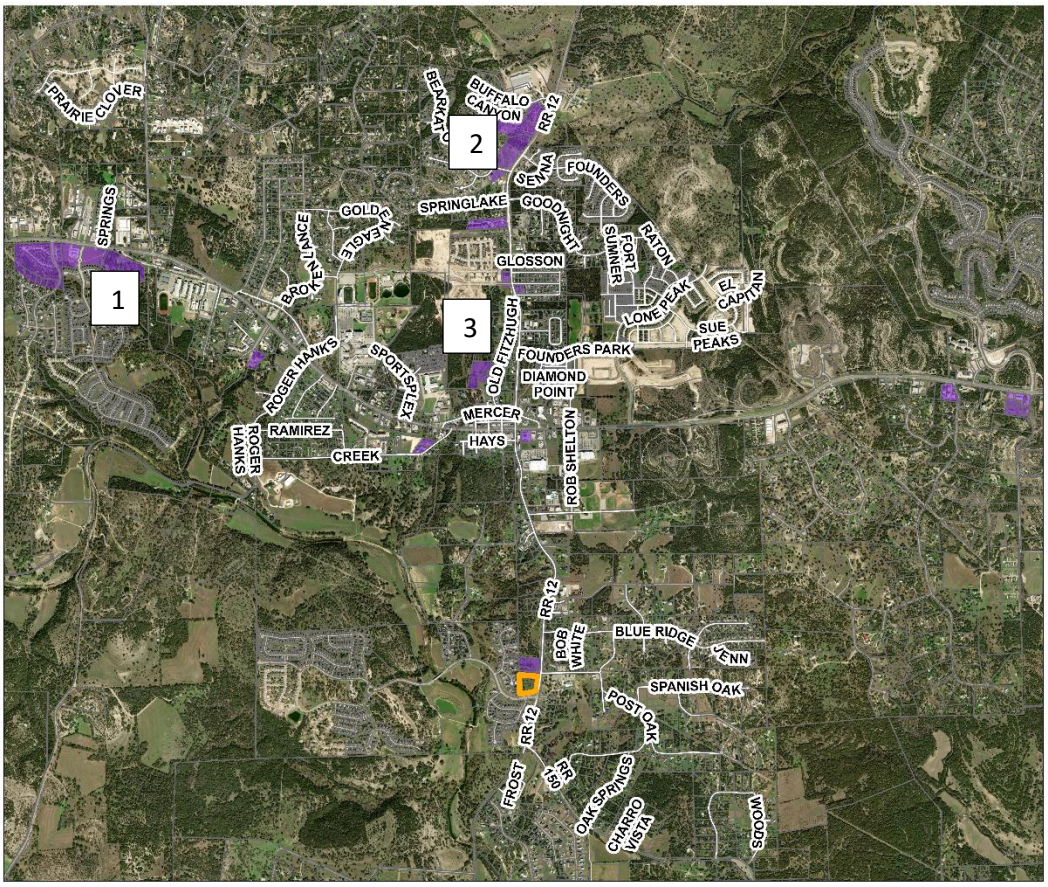
## Existing GR-Zoned Properties

DRIPPING SPRINGS
Texas

**GR Zoning Map**

*ZA2025-001*
*26025 Ranch Road 12*




| Major Undeveloped GR Zoning District Areas | Description | Approximate Area | Existing Use |
|---|---|---|---|
| **1** | Undeveloped GR-zoned area of Arrowhead Ranch along W US 290 | 19 Acres | Site Development Permits Under Review |
| **2** | Undeveloped GR-zoned area of Harrison Hills along north Ranch Road 12 | 26 Acres | Vacant |
| **3** | Cluster of larger parcels along Old Fitzhugh | 9 Acres | Residential Use |

# Planning Department Staff Report

**Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)**

**2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:**

| **Factors** | Staff Comments |
|---|---|
| 1. whether the proposed change will be appropriate in the immediate area concerned; | The proposed zoning amendment is consistent with the Caliterra Development Agreement, which identifies this area for commercial land use in its conceptual plan and specifies its future designation as a GR zoning district is section 3.2.4 of the DA (Exhibits 3, 4). The addition of a Conditional Overlay also limits the permitted land uses to 16 uses that would be most compatible with the project site (refer to Exhibit 2, Proposed Conditional Overlay Ordinance), adjoining existing land uses and community needs. |
| 2. their relationship to the general area and the City as a whole; | The change supports the city's goals for the southern portion of Ranch Road 12, aligning with the city's Future Land Use Plan for a mixed-use activity center at this location (City of Dripping Springs Comprehensive Plan), while providing additional services to the surrounding community. |
| 3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; | The applicant has stated that project will require 7 wastewater LUEs.<br>The Caliterra project currently is assigned 675 available wastewater LUEs via the developer's agreement. The project has used 617 LUEs to date. The 7 required wastewater LUEs will be allocated from the remaining 58 wastewater LUEs (Exhibit 1). |
| 4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development; | Aside from the undeveloped GR-zoned property located to the north of the project site, the amount of undeveloped GR-zoned land is primarily found in 3 areas:<br><br>1. Arrowhead Ranch to the south of US 290, which has site development permits under review.<br>2. Harrison Hills along the northern portion of Ranch Road 12 and<br>3. Tracts of land along Old Fitzhugh Road.<br><br>Area 1 is subject to the Arrowhead Ranch Development Agreement, which identifies the area for Commercial Land Uses. There are no special circumstances that may make a substantial part of the undeveloped land unavailable for development in any of the areas. However, the tracts along Old Fitzhugh are located within a Historic District, and as such future redevelopment would require review and approval by the Historic Preservation Commission. This zoning amendment would not make any land undevelopable. |
| 5. the recent rate at which land is being developed in the same zoning classification, particularly in the | The land in the surrounding area has primarily been developed for single family residential use in |

## Planning Department Staff Report

| | |
|---|---|
| vicinity of the proposed change; | the past decade, while commercial and retail development has occurred more slowly in this area. |
| 6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved; | Approving this amendment will not negatively impact other areas designated for General Retail development. Instead, it enhances the viability of the existing commercial corridor along the southern portion of RR 12 and may attract additional investment to the area. |
| 7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and | Approval of this request would not treat the subject parcel differently from other GR zoned parcels in proximity to residential development. |
| 8. any other factors which will substantially affect the public health, safety, morals, or general welfare. | The proposed change supports public welfare by enhancing community access to goods and services, and promoting economic development along Ranch Road 12. It also ensures compatibility with surrounding uses, minimizing any adverse impacts on adjacent properties. |

# Planning Department Staff Report

## Additional Staff Analysis

The project area was annexed into City limits in May 2015, and automatically zoned AG (Ordinance 1803.77). As surrounding properties have continued to develop along the Ranch Road 12 corridor, it is appropriate to amend the zoning of this project area to reflect the growing need for local services and retail land uses.

Rezoning the property to General Retail- Conditional Overlay (GR-CO) ensures that future redevelopment of the site will comply with the Caliterra Development Agreement as well as the City's Comprehensive Plan. The proposed zoning change provides an opportunity to provide services to residents of Caliterra and neighboring properties while limiting permitted land uses to those most compatible with existing land uses.

## Staff Recommendation

At their regular meeting on September 23, 2025, the Planning & Zoning Commission voted unanimously to recommend approval of this request.

Staff recommends **Approval** of the zoning amendment as presented.

*Council Review:*

> *2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.*

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

## Attachments

Exhibit 1 – Zoning Amendment Application

Exhibit 2 – Proposed Conditional Overlay Ordinance

Exhibit 3 – Caliterra Development Agreement Conceptual Plan

Exhibit 4 – Caliterra Development Agreement

# Planning Department Staff Report

| | |
|---|---|
| Recommended Action: | Recommend approval of the requested Zoning Amendment |
| Alternatives/Options: | Recommend denial of the zoning map amendment. |
| Budget/Financial Impact: | All fees have been paid. |
| Public Comments: | A public hearing was held during the Planning and Zoning Commission meeting held on September 23, 2025. Mrs. Donna Sheahan, a resident of Caliterra whose residence backs up to the subject property (R147181), shared the following feedback:<br>• She appreciated that the Conditional Overlay limited permitted land uses to only 16 uses (instead of the full 128 uses permitted under GR zoning)<br>• She expressed concern over the egress and ingress to the site, and potential impacts to her property value |
| Enforcement Issues: | N/A |

DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

# ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____-____

## CONTACT INFORMATION

**PROPERTY OWNER** NAME Cf Cslk Caliterra LLC

STREET ADDRESS 12222 Merit Dr. Ste 1020

CITY Dallas STATE TX ZIP CODE 75251

PHONE 972-960-2777 ext 103 EMAIL grich@siepiela.com

**APPLICANT** NAME Angie and Brad Mendendhall

COMPANY MBARR Holdings LLC

STREET ADDRESS 402 Dry Creek Road

CITY Austin STATE TX ZIP CODE 78737

PHONE 512-557-6712 EMAIL ahlhmend08@outlook.com

## REASONS FOR AMENDMENT

☐ TO CORRECT ANY ERROR IN THE REGULATION OR MAP

☐ TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

☐ TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

☑ TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

| PROPERTY & ZONING INFORMATION | |
|---|---|
| PROPERTY OWNER NAME | Cf Cslk Caliterra LLC |
| PROPERTY ADDRESS | 26025 RR12 S., Dripping Springs, TX 78620 |
| CURRENT LEGAL DESCRIPTION | A0415 Philip A Smith Survey, Tract 18:, Acres 4.98, Commercial Parcel |
| TAX ID# | R17992 |
| LOCATED IN | ☑ CITY LIMITS<br>☐ EXTRATERRITORIAL JURISDICTION |
| CURRENT ZONING | Agricultural |
| REQUESTED ZONING/AMENDMENT TO PDD | GR-CO) General Retail with Conditional Overlay |
| REASON FOR REQUEST *(Attach extra sheet if necessary)* | We respectfully request the rezoning of the subject property from Commercial (C) to (GR-OC) General Retail with Conditional Overlay to allow for the development and operation of The PREP School, a private daycare and preschool. This facility will serve the growing demand for high-quality early childhood education in the area by providing a safe, nurturing, and professionally managed environment for children. Rezoning this lot will enable the property to support necessary infrastructure and regulatory requirements for childcare services, while also aligning with the area's long-term development plans and contributing positively to the local economy and family support systems. |
| INFORMATION ABOUT PROPOSED USES *(Attach extra sheet if necessary)* | The proposed use is to develop and operate The Prep School, a premier private preschool and daycare offering a nurturing, education-focused environment for children ages 6 weeks to 5 years. The facility will provide early childhood education through a proprietary curriculum, emphasizing safety, individualized learning, and school-readiness in a professionally managed setting. |

## COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

*(See attached agreement).*

☑ YES (REQUIRED)* ☐ YES (VOLUNTARY)* ☐ NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.
Voluntary compliance is strongly encouraged by those not required by above criteria (*see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Gregory L. Rich, Atty.in.fact is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Name

Attorney. in. Fact for CF CSLK Calitera LLC
Title

STATE OF TEXAS §
§
COUNTY OF ~~HAYS~~ Dallas §

This instrument was acknowledged before me on the 15 day of August, 2025 by Gregory L. Rich, Atty.in.fact.

Notary Public, State of Texas

My Commission Expires: 08.05.2026

JENNIFER WARHEIT
Notary Public, State of Texas
Comm. Expires 08-05-2026
Notary ID 12429327-3

Angie and Brad Mendenhall
Name of Applicant

# ZONING AMENDMENT SUBMITTAL

*All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete.* ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Angie Mendenhall
Applicant Signature

08/14/2025
Date

## CHECKLIST

| STAFF | APPLICANT | |
|---|---|---|
| ☐ | ☐ | Completed Application Form - including all required signatures and notarized |
| ☐ | ☐ | Application Fee-Zoning Amendment or PDD Amendment (*refer to Fee Schedule*) |
| ☐ | ☐ | PDF/Digital Copies of all submitted Documents<br>**When submitting digital files, a cover sheet must be included outlining what digital contents are included.** |
| ☐ | ☐ | Billing Contact Form |
| ☐ | ☐ | GIS Data |
| ☐ | ☐ | Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings *(required if marked "Yes (Required)" on above Lighting Ordinance Section of application)* |
| ☐ | ☐ | Legal Description |
| ☐ | ☐ | Concept Plan |
| ☐ | ☐ | Plans |
| ☐ | ☐ | Maps |
| ☐ | ☐ | Architectural Elevation |
| ☐ | ☐ | Explanation for request (*attach extra sheets if necessary)* |
| ☐ | ☐ | Information about proposed uses (*attach extra sheets if necessary)* |
| ☐ | ☐ | Public Notice Sign (*refer to Fee Schedule*) |
| ☐ | ☐ | Proof of Ownership-Tax Certificate or Deed |
| ☐ | ☐ | Copy of Planned Development District (*if applicable*) |
| ☐ | ☐ | Digital Copy of the Proposed Zoning or Planned Development District Amendment |

*Received on/by:*

Project Number: _____-_____
*Only filled out by staff*

DRIPPING SPRINGS
Texas

# BILLING CONTACT FORM

Project Name: The PREP School at Caliterra

Project Address: 26025 RR12 South, Dripping Springs, TX 78620

Project Applicant Name: Angie and Brad Mendenhall

**Billing Contact Information**

Name: Angie and Brad Mendenhall

Mailing Address: 402 Dry Creek Rd, Austin, TX 78737

Email: ahlhmend08@outlook.com Phone Number: 512-557-6712

Type of Project/Application (check all that apply):

- ☐ Alternative Standard
- ☐ Certificate of Appropriateness
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Exterior Design
- ☐ Landscape Plan
- ☐ Lighting Plan
- ☐ Site Development Permit
- ☐ Special Exception
- ☐ Street Closure Permit
- ☐ Subdivision
- ☐ Waiver
- ☐ Wastewater Service
- ☐ Variance
- x Zoning
- ☐ Other_____

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs.* ***Please see the online Master Fee Schedule for more details.*** *By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Angie Mendenhall
Signature of Applicant

08/14//2025
Date

DRIPPING SPRINGS
Texas

City of Dripping Springs
511 Mercer Street • PO Box 384 • Dripping Springs, TX 78620 • 512.858.4725
cityofdrippingsprings.com

*Open spaces, friendly faces.*

Date: **July 25, 2025**

Name: **Angie and Brad Mendendhall**
Company: **MBARR Holdings LLC**
Email: **ahlhmend08@outlook.com**

Dear **Angie and Brad Mendendhall**:

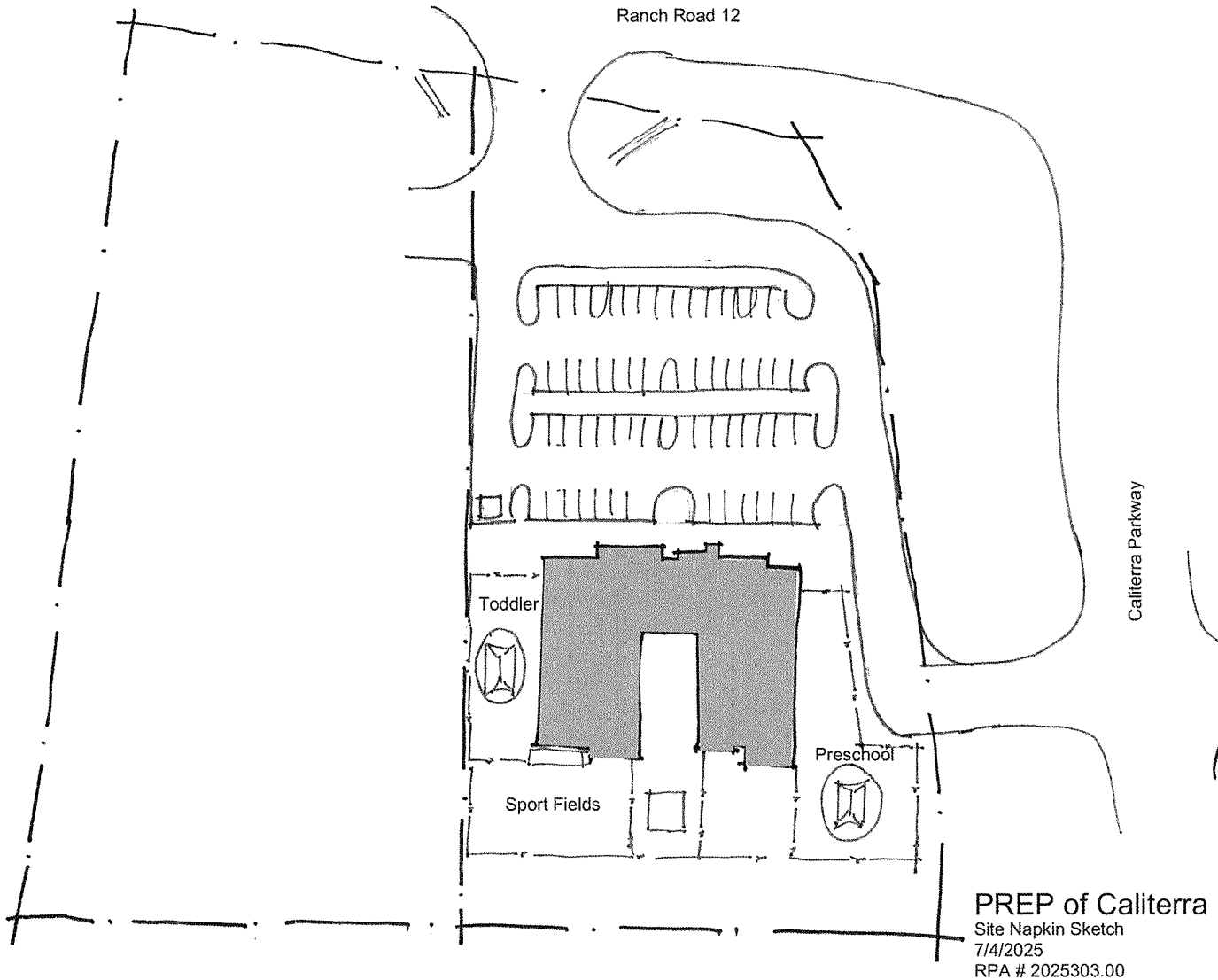
This letter is to inform you that the application for **Prep School at Caliterra Zoning Amendment** has met all criteria as established in the City of Dripping Springs' Code of Ordinances and the Texas Local Government Code for official review.

This project has been assigned the case number **ZA2025-001** and will be referred to as such from now on. The Planning and Zoning Commission will make an official recommendation of approval or denial to City Council on Tuesday, August 26, 2025. City Council will then make an official determination on Tuesday, September 16, 2024. Your presence is requested at each of these meetings.

Should you have any questions or concerns in the meantime, please feel free to reach out to the planning department.

Regards,

Tory Carpenter
Planning Director
City of Dripping Springs




PREP of Caliterra
Site Napkin Sketch
7/4/2025
RPA # 2025303.00
1"=60'

Exhibit 1

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

August 14, 2025

City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

**RE: Caliterra Commercial – Prep School**
**Overall Impervious Cover Calculation and Wastewater LUE availability**

Planning Staff:

This letter is on behalf of our client, CF CSLK Caliterra LLC , to verify that if the 5-acre commercial tract located a RR12 and Calterra Boulevard is granted GR zoning and a 60 percent impervious cover limit , the maximum development impervious cover in development agreement will not be exceeded. Also, to establish that there sufficient wastewater LUEs available to provide the required 7 wastewater LUEs necessary for the project.

We have been tracking the impervious cover with each section of Caliterra. If the approximately 5-acre commercial tract is built out to 60 percent impervious cover, the overall percentage of impervious cover for the Calilterra development would be 17.3 percent, well below the 20% threshold in the developer's agreement. Please see the attached spreadsheet.

The Caliterra project has 675 available wastewater LUEs via the developer's agreement. The project has used 617 LUEs to date. The 7 required wastewater LUEs will be allocated from the remaining 58 wastewater LUEs.

If you have any questions, please contact me at (512) 280-5160 or email brettp@cbdeng.com.

Sincerely,
**CARLSON, BRIGANCE AND DOERING, INC.**
**(F3791)**

Brett R. Pasquarella, P.E.
Vice President, Principal

| **Land Uses**<br>**P= Permitted**<br>**C= Conditional Use Permit**<br>**Blank= Not Permitted**<br>**X= Proposed Permitted Land Use** | **Existing Zoning**<br>**AG** | **Proposed Base Zoning**<br>**GR** | **Proposed Overlay Zoning**<br>**GR-CO;** |
|---|---|---|---|
| Plant Nursery (Commercial) | P | P | |
| Garden (Non-Retail) | P | P | |
| Accessory Bldg./Structure (Nonresidential) | | P | |
| Duplex/Two-Family | | P | |
| Garden Home/Townhome | | P | |
| Home Occupation | P | P | |
| Living Quarters on Site with a Business | | P | |
| Multiple-Family Dwelling | | P | |
| Residential Loft | | P | |
| Swimming Pool, Private | P | P | |
| Armed Services Recruiting Center | | P | |
| Check Cashing Service | | P | |
| Credit Agency | | P | |
| Insurance Agency Offices | | P | X |
| Offices, General/Professional | | P | X |
| Office, Brokerage Services | | P | |
| Offices, Health Services | | P | X |
| Offices, Legal Services | | P | |
| Offices, Professional | | P | X |
| Offices, Real Estate Office | | P | |
| Security Monitoring Company | | P | |
| Telemarketing Center | | P | |
| All-Terrain Vehicle | | P | |
| Antique Shop | | P | |
| Appliance Repair | | P | |
| Art Dealer/Gallery | | P | |
| Artisan's Shop | P | P | |
| Artist Studio | P | P | |
| Auto Supply Store | | P | |
| Bakery or Confectionary (Retail) | | P | X |

| | | | |
|---|---|---|---|
| Barbershop | | P | |
| Beauty Shop | | P | |
| Bed and Breakfast Inn or Facility | C | P | |
| Bicycle Sales and Repair | | P | |
| Book Store | | P | |
| Cafeteria | | P | |
| Computer Sales | | P | |
| Consignment Shop | | P | |
| Convenience Store (With Gas Sales) | | P | |
| Convenience Store (Without Gas Sales) | | P | |
| Cooking School | | P | |
| Dance/Drama/Music Studio or School | | P | X |
| Department Store | | P | |
| Drapery, Blind Upholstery Store | | P | |
| Financial Services | | P | X |
| Florist Shop | | P | |
| Food or Grocery Store (General) | | P | |
| Food or Grocery Store (Limited) | | P | |
| Furniture Store (New and/or Used) | | P | |
| Garden Shop (Inside Storage) | | P | |
| General or Community Retail Store | | P | |
| Hardware Store | | P | |
| Home Improvement Center | | P | |
| Lawnmower Sales & Repair | | P | |
| Live-in Security Quarters | | P | |
| Locksmith | | P | |
| Major Appliance Sales | | P | |
| Market (Public) | | P | |
| Mobile food vendor - 10 days or less | | P | |
| Motorcycle Dealer (Sales, Repair) | | P | |
| Motel or Hotel | | P | |
| Needlework Shop | | P | |
| Pet Shop/Supplies | | P | X |
| Pharmacy | | P | X |
| Photocopying/Duplicating | | P | |
| Photography Studio | | P | |

| | | | |
|---|---|---|---|
| Plant Nursery (Retail Sales, Outdoors) | | P | |
| Radio or Television Studio | | P | |
| Restaurant (No Drive-Through Service) | | P | |
| Restaurant (With Drive-Through) | | P | |
| Shoe Repair | | P | |
| Tailor Shop | | P | |
| Tool and Machinery Rental (Indoor Storage) | | P | |
| Travel Agency | | P | |
| Temporary Outdoor Sales/Promotion | | P | |
| Upholstery Shop | | P | |
| Used Merchandise/Furniture | | P | |
| Vacuum Cleaner Sales and Repair | | P | |
| Veterinarian Clinic (Indoor Kennels) | | P | X |
| Woodworking Shop (Ornamental, Handmade | | P | |
| Auto Financing and Leasing | | P | |
| Auto Tire Sales and Repair | | P | |
| Auto Washing Facility, Attended | | P | |
| Auto Washing Facility, Unattended | | P | |
| Oil Change and Inspection | | P | |
| Tire Dealer, Indoor Storage | | P | |
| Amusement Arcade (Four or more devices) | | P | |
| Amusement Services (Indoor) | | P | |
| Amusement Services (Outdoor) | | P | |
| Billiard/Pool Facility | | P | |
| Bingo Hall | | P | |
| Bowling Center | | P | |
| Country Club (Private) | | P | |
| Dance Hall | | P | |
| Day Camp for Children | C | P | X |
| Dinner Theater | | P | |
| Golf Course (Miniature) | | P | |
| Golf Course (Public, Private) | C | P | |
| Health Club | | P | X |

| | | | |
|---|---|---|---|
| Motion-Picture Theater | | P | |
| Museum | | P | |
| Park and/or Playground | P | P | |
| Psychic Reading Services | | P | |
| Theater (Stage) | | P | |
| Video Rentals/Sales | | P | |
| Child Day-Care Facility | C | P | X |
| Church, Religious Assembly | P | P | |
| Civic Club | | P | |
| Emergency Care Clinic | | P | X |
| Fire Station | P | P | |
| Fraternal Lodge or Union | | P | |
| Group Day-Care Home | C | P | |
| Medical Clinic or Office | | P | X (pediatrics) |
| Home for the Aged, Residential | C | P | |
| Hospice | | P | |
| Hospital (Acute Care, General) | | P | |
| Library | | P | |
| Maternity Home | | P | |
| Nursing/Convalescent Home | | P | |
| Orphanage | | P | |
| Philanthropic Organization | | P | |
| Post Office | P | P | |
| School, K Through 12 (public or private) | P | P | X (tutoring center) |
| Feed and Grain Store | | P | |
| Heating and Air-Conditioning Sales/Service | | P | |
| Contractor's Office (No Outside Storage) | | P | |
| Plumbing Shop | | P | |

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2025-__**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 4.98 ACRES FROM AGRICULTURAL (AG) TO GENERAL RETAIL WITH A CONDITIONAL OVERLAY (GR-CO); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

**WHEREAS,** the City Council of the City of Dripping Springs ("City Council") seeks to promote orderly land use and development within the City; and

**WHEREAS,** the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Appendix "A" to Attachment "A" and totaling approximately 4.98 acres, from Agricultural (AG) to General Retail with a Conditional Overlay (GR-CO), and the adoption of a conditional overlay to the tract in addition to the rezoning; and

**WHEREAS,** the City Council recognizes changed conditions and circumstances in the particular location; and

**WHEREAS,** the City Council finds that the zoning change is compatible with the surrounding area and with the City's Zoning Ordinance and Comprehensive Plan; and

**WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on September 23, 2024, to consider the proposed amendment and the Planning and Zoning Commission unanimously recommended approval of the proposed change; and

**WHEREAS,** after public hearing held by the City Council on October 21, 2025, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has 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,** pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs:**

## 1. FINDINGS OF FACT

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

## 2. ENACTMENT

One tract of land totaling approximately 4.98 acres and described more fully described in Appendix "A" to Attachment "A" is hereby rezoned Agricultural (AG) to General Retail with a Conditional Overlay (GR-CO).

Further, the property will also have a conditional overlay that limits certain development standards on the property. The conditional overlay is described in Attachment "A".

## 3. REPEALER

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

## 4. SEVERABILITY

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

## 5. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

## 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

## 7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the _____ day of _____, _____, by a vote of ___ (ayes) to _____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Diana Boone, City Secretary

DRAFT

*Attachment "A"*

## City of Dripping Springs

# CODE OF ORDINANCES

## CHAPTER 30: ZONING

## EXHIBIT A

**1.1. Applicability**

This Ordinance shall apply solely to the following tracts, which shall herein be referred to as the subject property;

APPROXIMATELY 4.98 ACRES OF LAND, BEING OUT OF AND A PART OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID 4,980 ACRE TRACT BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 4.980 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN APPENDIX "A".

**1.2. Base Zoning District**

Except as provided in section 1.3 (below), the subject property shall be governed by the rules applying in General Retail – (GR) zoning district.

**1.3. Overlay**

**1.3.1.** The Conditional Overlay is hereby amended and effectuated upon the subject property. The boundary of the Overlay District shall be coterminous with the perimeter of the subject property.

**1.3.2.** The Overlay only permits the following uses:

1. Insurance Agency Offices
2. Offices, General/Professional
3. Offices, Health Services
4. Offices, Professional

5. Bakery or Confectionary (Retail)
6. Dance/Drama/Music Studio or School
7. Financial Services
8. Pet Shop/Supplies
9. Pharmacy
10. Veterinarian Clinic (Indoor Kennels)
11. Day Camp for Children
12. Health Club
13. Child Day-Care Facility
14. Emergency Care Clinic
15. Medical Clinic or Office
16. School (public or private, including tutoring center)

No other uses shall be permitted by right or by conditional use permit.

**1.3.3.** The Overlay mandates that a rear landscape buffer along the western boundary shall be thirty feet (30'). All building line setbacks shall comply with the base GR zoning.

DRAFT

APPENDIX "A".

4.980 ACRES
PHILIP A. SMITH SURVEY NUMBER 26,
ABSTRACT NUMBER 415
HAYS COUNTY, TEXAS
COMMERCIAL TRACT

**FIELD NOTES**

**BEING ALL OF 4.980 ACRES OF LAND, BEING OUT OF AND A PART OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, SITUATED IN HAYS COUNTY, TEXAS, SAID 4.980 ACRE TRACT BEING A PORTION OF A CALLED 591.858 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC., IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 4.980 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING,** at a concrete monument found, being an eastern corner of a called 4.00 acre tract of land conveyed to F. Gayle Needham in Volume 1633, Page 259 of the Deed Records of Hays County, Texas (D.R.H.C.TX.), and being also a point on a western right-of-way line of Ranch Road 12 (80' R.O.W.), for the **POINT OF COMMENCEMENT** of the herein described tract,

**THENCE,** crossing said 4.00 acre tract, a called 1.00 acre tract of land conveyed to 1DOWN RR 12, LLC Instrument Number 15013497 (O.P.R.H.C.TX.), and a called 1.277 acre tract of land conveyed to Tina Johnson in Instrument Number 19033634 (O.P.R.H.C.TX.), S10°17'55"W, a distance of 308.77 feet to a calculated point, at a point of curvature, for a curve to the right, being a northeastern corner of said 591.858 acre tract, same being a point on a southern boundary line of said 1.277 acre tract and being also a point on a western right-of-way line of said Ranch Road 12, for a northeastern corner and the **POINT OF BEGINNING** of the herein described tract,

**THENCE,** with the common boundary line of said 591.858 acre tract and said Ranch Road 12, the following two (2) courses and distances, numbered 1 and 2,

1. with said curvature to the right, having a radius of 5653.79 feet, an arc length of 353.13 feet, and whose chord bears S07°08'18"W, a distance of 353.07 feet to a calculated point, and
2. S08°49'06"W, a distance of 25.59 feet to a calculated point, being a point on an eastern boundary line of said 591.858 acre tract, same being a point on a western right-of-way line of said Ranch Road 12, and being also a northeastern corner of Lot 1, Block D of the Amended Plat of Caliterra Phase One, Section Two, a subdivision recorded in Volume 18, Page 323, for a southeastern corner of the herein described tract,

**THENCE,** with the common boundary line of said 591.858 acre tract and said Amended Plat of Caliterra Phase One, Section Two, the following four (4) courses and distances, numbered 1 through 4,

1. S60°37'51"W, a distance of 89.06 feet to a calculated point,
2. S79°07'16"W, a distance of 283.83 feet to a calculated point,
3. S88°14'32"W, a distance of 83.62 feet to a calculated point, and

J: \4811-041\SURVEY\FIELD NOTES\FN – 4.890 AC COMMERCIAL TRACT.doc

4.980 ACRES
PHILIP A. SMITH SURVEY NUMBER 26,
ABSTRACT NUMBER 415
HAYS COUNTY, TEXAS
COMMERCIAL TRACT

4. N01°46'19"W, a distance of 510.95 feet to a calculated point, being an eastern corner of said 591.858 acre tract, same being the northeastern corner of Lot 11, Block, being also a southeastern corner of Lot 12, Block D, both of said The Amended Plat of Caliterra

   Phase One, Section Two, and being also a southwestern corner of said 1.277 acre tract, for the northwestern corner of the herein described tract,

**THENCE,** with the common boundary line of said 591.858 acre tract and said 1.277 acre tract, S85°59'37"E, a distance of 504.76 feet to the **POINT OF BEGINNING** and containing 4.980 acres of land.

Surveyed by: _____ 11 Nov 2021

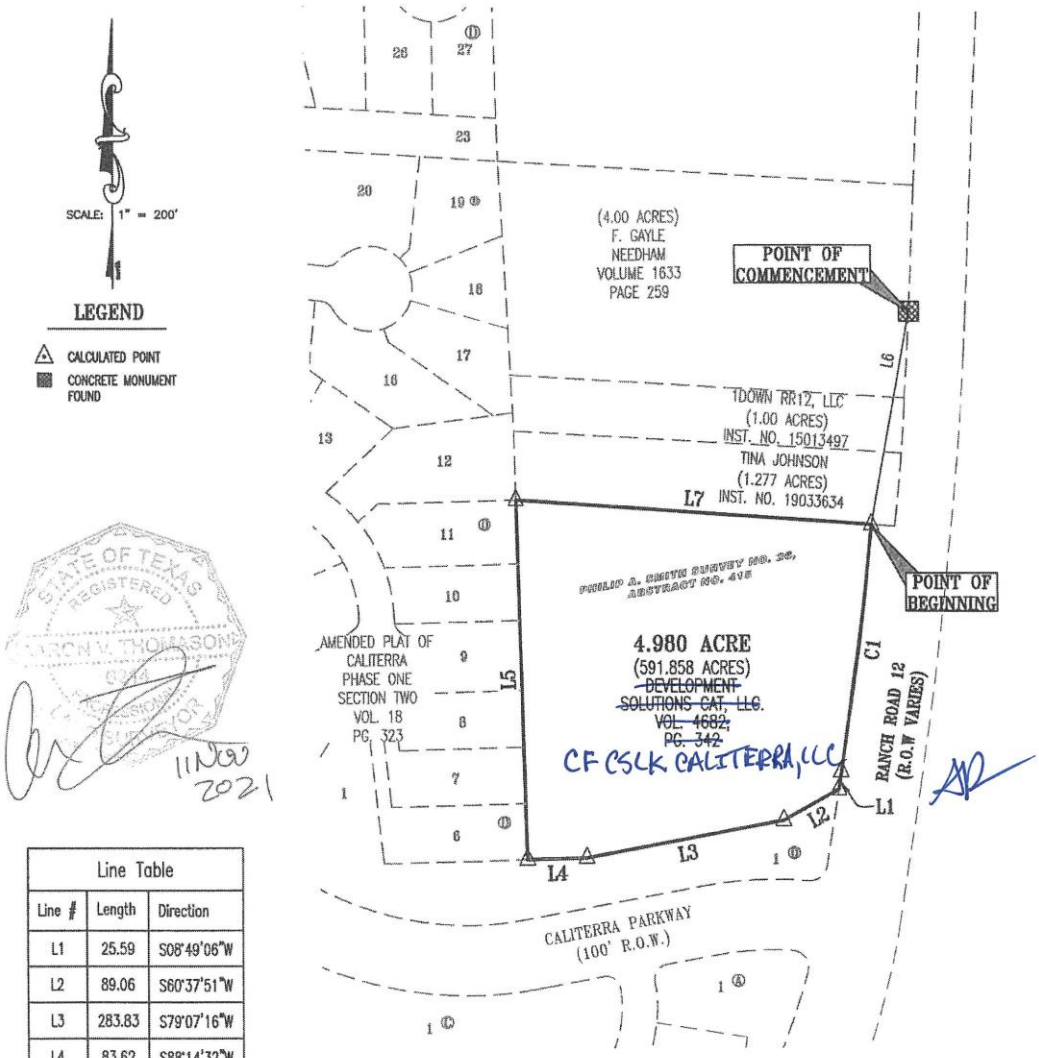
AARON V. THOMASON, R.P.L.S. NO. 6214
***Carlson, Brigance and Doering, Inc.***
***REG.# 10024900***
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
aaron@cbdeng.com

STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

J: \4811-041\SURVEY\FIELD NOTES\FN – 4.890 AC COMMERCIAL TRACT.doc

# SKETCH TO ACCOMPANY FIELD NOTES




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 25.59 | S08°49'06"W |
| L2 | 89.06 | S60°37'51"W |
| L3 | 283.83 | S79°07'16"W |
| L4 | 83.62 | S88°14'32"W |
| L5 | 510.95 | N01°46'19"W |
| L6 | 308.77 | S10°17'55"W |
| L7 | 504.76 | S85°59'37"E |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C1 | 353.13 | 5653.79 | S07°08'18"W | 353.07 | 176.62 | 3°34'43" |

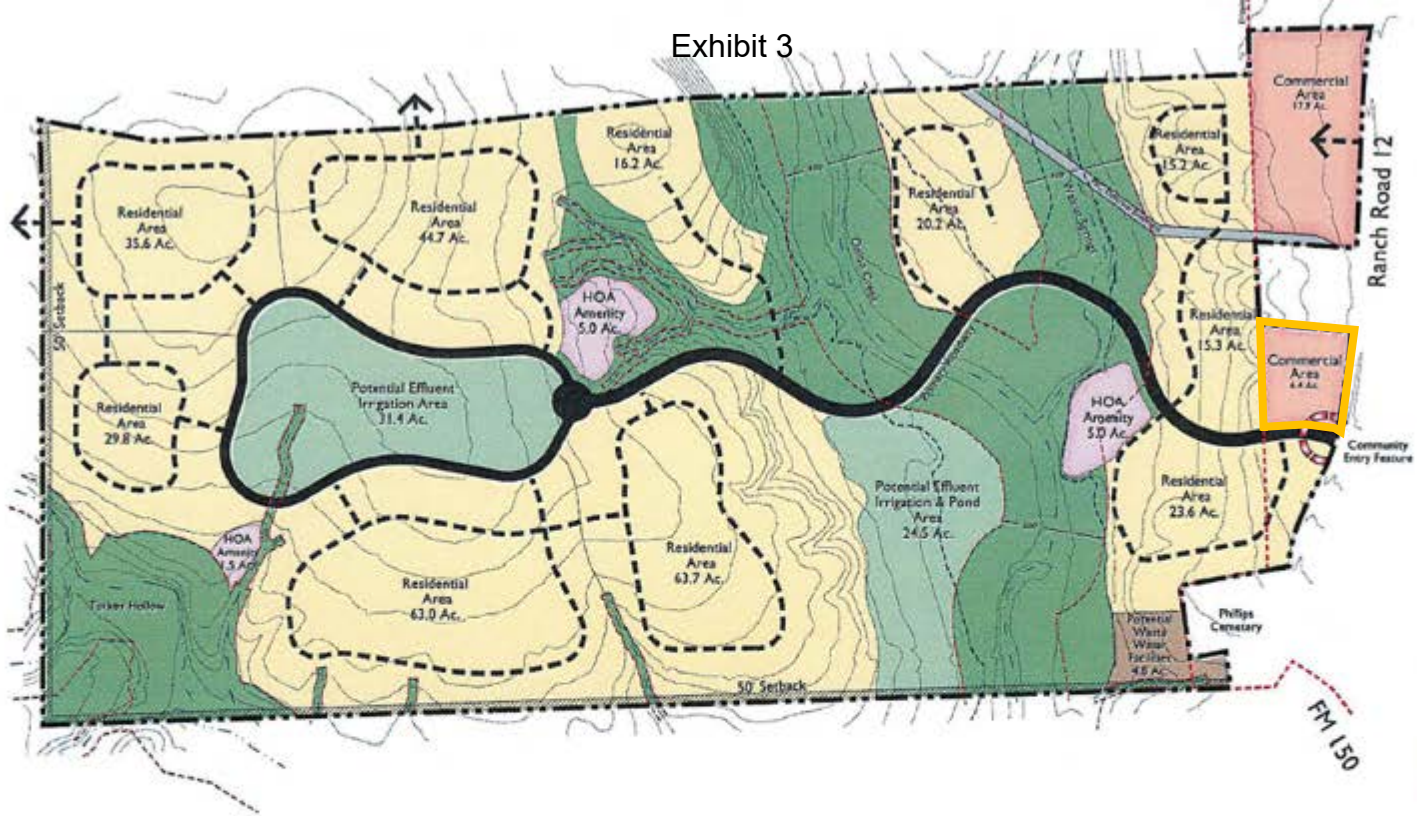
BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\Autocad 2004 Land Projects\4811-041\FN - 4.980 AC COMMERCIAL

Exhibit 3






**Legend**

- Approximate 100 year Floodplain
- Water Quality Buffer Zone
- Creek Center Line
- 10' Contour Lines
- Dripping Springs City Limit
- Potential Points of Connection
- Secondary Roads
- Primary Roads

**Land Use Schedule**

| Use | Acreage | Percentage |
|---|---|---|
| Commercial Area | 24.2 Ac. | 4.1 % |
| Residential Area (with Lots) | 327.3 Ac. | 55.3 % |
| HOA Amenity Centers | 11.5 Ac. | 1.9 % |
| Primary ROW | 17.9 Ac. | 3.0 % |
| Potential Waste Water Facilities | 4.8 Ac. | 0.8 % |
| PEC Electrical Easement | 3.3 Ac. | 0.6 % |
| Open Space | 202.9 Ac. | 34.3 % |
| TOTAL | 591.9 Ac. | 100 % |

Caliterra
Dripping Springs, Texas

CONCEPTUAL PLAN (Exhibit B to Development Agreement)

SCALE: 1" = 300'
DATE: 12-05-2013

NORTH

Note:
Topography @ 10' Contour Intervals

CMA Engineering, Inc.

ORIGINAL

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STATE OF TEXAS §
§
COUNTY OF HAYS §

# Development Agreement:

## *Caliterra Subdivision*

*between:*

**City of Dripping Springs**

*and*

**Development Solutions CAT, LLC, Owner**

January 14, 2014

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# DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Development Agreement ("Agreement") is between the City of Dripping Springs, (the "City"), and Development Solutions CAT, LLC, a Texas limited liability company ("Owners"). In this Agreement, the City and Owners are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

## RECITALS:

**WHEREAS,** Owners own approximately 592 acres of land (the "Land") located primarily within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on the attached *Exhibit A*; and

**WHEREAS,** Owners intend to develop the Land as a master-planned, mixed-use community that will include commercial and residential uses, together with open space, environmental preservation areas, and commercial development to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County; and

**WHEREAS,** the development may also include facilities that will attract and serve tourists and visitors to the area. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and

**WHEREAS,** this Land (more or less) is subject to an agreement executed in 1999 (amended in 2002) between the City and Coyote Crew Ranch, Ltd. (to whom the Owners are successors in interest), which addresses annexation (and other matters), which survives enactment of this Agreement; and

**WHEREAS,** the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

**WHEREAS,** the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development and the City Council finds that this Development Agreement is consistent with the Comprehensive Plan; and

**WHEREAS,** the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land

use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment and helping preserve native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

**WHEREAS,** the City and Owners are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

**WHEREAS,** the City and Owners desire that the entire Land be governed by this Agreement.

**WHEREAS,** this Agreement grants the Owners a measure of predictability in terms of applicable municipal regulations; and

**WHEREAS,** Owners and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

**WHEREAS,** this Agreement *runs with the land*, and thus shall be notarized, then filed in and among the land records of Hays County, and is binding upon subsequent purchasers of the Property, or any portions thereof; and

**WHEREAS,** the City is statutorily authorized to enter into such agreements with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

**WHEREAS,** the City has conducted numerous public hearings and received broad public input regarding the proposal contained within this Agreement.

**THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owners agree as follows:**

## ARTICLE 1. DEFINITIONS

**1.1 General.** Words and phrases used in this Agreement shall have the meanings set forth in this section. Terms that are not defined below, but are defined in the City's Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words

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used in the present tense shall include the future tense; words in the plural number shall include the singular number (and *vice versa*); and words in the masculine gender shall include the feminine gender (and *vice versa*). The word "shall" is always mandatory, while the word "may" is merely directory.

**1.2** **Agreement**: This contract between the City of Dripping Springs, Texas and Owners, including all exhibits, which are incorporated herein for all intents and purposes.

**1.3** **Applicable Fees**: The fees and charges to be paid by Owners to the City with respect to the development of the Land.

**1.4** **Applicable Rules**: The City Rules that, as modified by the Project Approvals and variances, existed as of the Effective Date. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property.

**1.5** **Association:** A community group that is organized with respect to the Land in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association. The Project may allow for more than one Association.

**1.6** **Building Code:** The most recent versions of the following building codes adopted by the City by ordinance: International Building Code, International Residential Code, National Electrical Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, and the International Fire Code.

**1.7** **Building Height:** The vertical distance from the average line of the highest and lowest finished grade points of that portion of the lot covered by the building (i.e., newly-established grade after construction) to the highest point of the building. The term shall not include the height of chimneys, spires, towers, and mechanical appurtenances.

**1.8** **City**: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

**1.9** **City Administrator**: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator.

**1.10** **City Council**: The governing body of the City of Dripping Springs, Texas.

**1.11** **City Engineer**: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

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**1.12** **City Rules**: The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.

**1.13** **Conceptual Plan**: The conceptual plan of the Project attached as *Exhibit B*, as it may be amended from time to time in accordance with this Agreement.

**1.14** **County**: Hays County, Texas.

**1.15** **District(s)**: The Hays County Development District No. 1, a conservation and reclamation district authorized pursuant to Texas Constitution Articles III, Section 52, or Article XVI, Section 59, possessing the powers under Chapter 49 and 51 of the Texas Water Code, and Chapters 375 and 383 of the Texas Local Government Code, as more fully described in Chapter 1503, Acts 77th Legislature, Regular Session 2001, that includes the Land or portions thereof and any subsequent district or districts.

**1.16** **Dwelling Unit:** Real property improved with a house, apartment, condominium, or similar improvement that provides basic living accommodations including sleeping space, bathroom and cooking facilities.

**1.17** **Effective Date**: The date upon which this Agreement is executed by all Parties.

**1.18** **Impervious Cover**: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further clarification on what is considered impervious cover under this Agreement, the TCEQ's Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised) shall be utilized by the Parties. Additionally, impervious cover assumptions for residential tracts, identified in the TCEQ publication RG 348A, shall be utilized to determine impervious cover on residential lots.

**1.19** **Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. In the calculation of impervious cover, the following shall be characterized as ***pervious*** for all purposes: open space, greenbelt, mitigation land, parkland, irrigation field, flood plain, unlined water quality and/or drainage facility and/or area, unlined detention facility, effluent holding pond, swale, irrigation area, playground, athletic fields, trails and sidewalks constructed of pervious materials as determined by the City Engineer adjacent to public rights-of-way, recreational facilities, and open space.

**1.20** **Land**: Approximately 592 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

**1.21** **Mitigation Land:** A tract of real property designated by Owners to alleviate or lessen any adverse impacts of the Project. Mitigation land shall be preserved in perpetuity through conservation easements and/or deed restrictions.

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**1.22** **Open Space:** A tract of real property not occupied by any structures or impervious surfaces. A tract of real property designated by a public or private entity as accessible by the public for active or passive recreation shall qualify as Open Space. Property included within the confines of individual residential lots shall ***not*** qualify as Open Space under this Agreement.

**1.23** **Owners**: Development Solutions CAT LLC, and any subsequent owner(s).

**1.24** **P&Z**: The Planning and Zoning Commission, a volunteer citizen advisory board of the City of Dripping Springs that has been granted specific land use and development regulatory authority pursuant to City ordinances and state statutes.

**1.25** **Project**: The Land, as it will be developed under this Agreement pursuant to the Conceptual Plan, attached as *Exhibit B*. The City may consider and approve modified Conceptual Plans that become necessary for Owners to obtain governmental permits, licenses and other approvals. The Project may include multiple phases for platting purposes.

**1.26** **Project Approvals**: The approvals, variances, alternative standards, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Land, as set forth on the attached *Exhibit C*.

**1.27** **Recreation**: Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (including, but not limited to, playground activities, swimming, hiking and cycling). Passive Recreation involves activities that are relatively inactive or less energetic (including, but not limited to, board games, picnicking, and walking).

**1.28** **TCEQ**: Texas Commission on Environmental Quality, or its predecessor or successor agencies.

**1.29** **TxDOT**: Texas Department of Transportation, or its successor agencies.

**1.30** **Effective Date**: The date that this Agreement is executed by duly-authorized representatives of both the City and Owners.

**1.31** **WTCPUA**: The West Travis County Public Utility Agency, being a publicly owned water and wastewater utility, servicing Western Travis County and Northern Hays County, Texas.

## ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

**2.1 Orderly Growth:** The City desires that development within its ETJ occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City's tax base and municipal boundaries. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City's ETJ and its municipal boundaries, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, the provision of required fire protection services, and the development of a balanced community that includes commercial, residential, civic and recreational uses. Through this Agreement, the City is furthering its land planning objectives by imposing in the ETJ components of the City's rules for Zoning, Lighting, Building, Exterior Design (for Commercial tracts), Signs and Landscaping.

**2.2 Economic Development:** The development of the Project as a master-planned, mixed-use community will benefit the City by providing new employers and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base; and increasing the services that will be available to residents of the City and its ETJ.

**2.3 Provision of Housing:** The development of the Land under this Agreement is intended to provide a range of housing prices for the City's present and future citizens and, as currently contemplated by the City's Comprehensive Plan, to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City and its ETJ. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.

**2.4 Water & Wastewater Infrastructure:**

**2.4.1. Water:** Potable water service will be provided by the Dripping Springs Water Supply Corporation (retail).

**2.4.2. HCDD No. 1 Wastewater:** The District has obtained a permit from the TCEQ to treat wastewater and dispose of treated effluent within the Project. If the City does not have capacity to treat and dispose of wastewater from the Project, wastewater may be treated and disposed of via the District's permit and facilities.

**2.5 Recreation & Tourism:** The City has established goals of increasing the availability of park and recreational facilities to serve the residents of the area, and enhancing the attractiveness of the City as a tourist destination. The development of the Project, as

contemplated by this Agreement, will further these current City goals in the following ways:

**2.5.1 Open Space:** The Project will include approximately 150 acres of community parkland, playgrounds, and open space, that may include (among other items) greenbelts, irrigation, parks, community parkland, open space, active recreational areas, greenbelts, and mitigation land and conservation easements. At the discretion of Owners, portions may be dedicated to the City with the City's acceptance and approval, the County, a homeowner's association with assessment powers, or the District. The Conceptual Plan attached as *Exhibit B* describes the open space usage.

**2.5.2 Operation & Maintenance:** The operation and maintenance of the dedicated open space shall be the responsibility of the District, or other non-city sources approved by the City until such open space is dedicated to another entity for operations and maintenance as approved by the City.

**2.5.3 Public Access:** The Owners and the City may at a later date agree to designate certain portions of Open Space as open to the public for environmental or safety purposes as shown on *Exhibit B* (Conceptual Plan).

**2.5.4 Master Parks & Open Space Plan; Parkland Dedication:** Owners agree to comply with the City's Parkland Dedication Ordinance. Owners agree to prepare a Master Parks & Open Space Plan ("MP & OS Plan"), subject to the City's approval, governing all parkland and open space within the Project. Owners shall submit to the City a MP & OS Plan within one (1) year of the Effective Date. Under this Agreement, it is not sufficient to meet parkland requirements on an individual plat basis; instead, all parkland requirements shall be tracked collectively through a matrix within the MP & OS Plan. Elements of the MP & OS Plan shall include a schedule and budget for proposed improvements and location of parkland. The MP & OS Plan shall delineate the extent of public use of the Open Space and address any limitations on public access. Owners agree to provide public access to Onion Creek, as will be specified in the MP and OS Plan, which may contain reasonable restrictions on use, such as posted hours, and limitations on camping and swimming.

Prior to MP and OS Plan approval, concurrent with platting of each phase of the project, Owners will designate specific parcels as parkland for the lots being platted at that time in compliance with the Parkland Dedication Ordinance. Following MP and OS Plan approval, each plat submission will comply with the approved MP and OS Plan.

**2.6 Fees:** In consideration of the City's covenants and concessions contained within this Agreement, and in order to assure that the City does not incur uncompensated expenses

in connection with this Agreement and the development of the Land under this Agreement, Owners agree to pay to City certain development fees (as herein defined) as follows:

**2.6.1 Administrative and Professional Fees:** Owners have established an initial deposit of the Administrative & Professional Fees of Fifteen Thousand dollars ($15,000.00) with the City, which is intended to cover all actual City costs comprised of legal, architectural, land planning and engineering fees, and related administrative expenses, directly associated with the evaluation, negotiation and drafting of this Agreement and the City's consent to the creation of the District within the City's extraterritorial jurisdiction. If the initial deposit proves to be insufficient, Owners shall remit additional funds as directed and deemed necessary by the City. Excess funds in escrow will be credited toward other fees owed by Owners to City (if any). Any final balance remaining in escrow shall be refunded to the Owners upon completion of the Project.

**2.6.2 Development Agreement Fees:**
Development Agreement Fee: Owners will pay balance (i.e., remaining 50%) of the Development Agreement Fee upon approval of the Agreement by the City Council and prior to execution of the Agreement by the City.

**2.6.3 Subsequent Development Fees:** Fees for all other applications or portions of applications not covered by Section 2.6.2 for the Project shall be subject to the then current applicable City fee schedules and charges.

**2.7 Environmental Protection:** Owners will comply with the following natural resource laws and regulations, to the extent applicable and consistent with the TCEQ Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised):

**2.7.1 Aquifer Protection:** The Land lies within the Barton Springs Segment of the contributing zone to the Edwards Aquifer. Accordingly, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC 213, as may be amended.

**2.7.2 Waterway Protection:** Owners shall obtain authorization from and comply with the rules and regulations established by federal, state and local governmental entities regarding waterway protection.

**2.7.3 Stormwater Controls:** Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit, or the National Pollution Discharge Elimination System general permit, for construction related stormwater discharges.

**2.7.4 Endangered Species:** Owners will seek to ensure that the Project will not jeopardize the continued existence of listed endangered species or destroy or adversely modify their critical habitat in accordance with the federal Endangered Species Act. Owners must provide City with documentation verifying the Project's compliance with the TCEQ Optional Enhanced Measures prior to construction.

**2.7.5 Voluntary Measures:** Owners will implement numerous voluntary environmental protection measures for the benefit of the Project, including:

**(a) Owner Education:** Owners will implement an education program to further the protection of the environmental resources in the Project. The program shall include, but shall not be limited to, the dissemination of pamphlets and newsletters to educate residents and property owners within the Project about the natural resources of the area and methods of environmental resource protection. Specifically, the educational program will address watershed protection; water conservation; native landscaping; species preservation; rain water harvesting; the dangers of using pesticides, fertilizers, and herbicides in the Onion Creek watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.

**(b) Public Education:** Owners agree to collaborate with the City, the County, WTCPUA, USFWS and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.

**2.7.6 Required Measures:** Owners shall implement numerous environmental protection measures for the benefit of the Project, including:

**(a) Buffering:** In order to protect water quality, Owners shall provide buffering of sensitive drainage areas within the Project in accordance with TCEQ's Optional Enhanced Measures. The approximate location of all buffer zones required by TCEQ shall be identified on *Exhibit D.*

**(b) Landscaping; Landscapes:** Owners shall comply with the City's Landscaping Ordinance as amended in all commercial areas. Owners may require residential areas to comply with the City's Landscape Ordinance. Owners agree that the use of native species of plant materials will be utilized throughout the Project attached as *Exhibit E.* Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as *Exhibit E* is approved and may be used.

(c) **Exterior Design & Architectural Standards:** Within the commercial area, Owners shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

2.7.7 **Wells; Water Conservation Plan:** City agrees that water wells are permitted to be drilled on the Land. Existing and new wells may be utilized only for wet pond make-up water, effluent holding pond make-up water, all agricultural uses, community gardens, and irrigation of open space, except during times of drought, as permitted by the Hays Trinity Groundwater District.

2.8 **Water Quality Protection:** The District and Owners shall comply with the standards in TCEQ's RG-348A publication in lieu of the City's Water Quality Protection Ordinance. Except as City allows by variance, Owners shall comply with the City's Water Quality Ordinance and Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer, and said Ordinance shall apply to this Agreement.

As indicated in *Exhibit D* (Buffer Zones), the Project's water quality protection plan will include the establishment of natural buffer areas adjacent to streams and natural drainage ways to help maintain predevelopment water quality. The natural buffer areas will also provide an area to filter overland flow from adjacent development. Therefore, streams shall have a native vegetation buffer on each side as follows:

- Streams draining 640 acres (one square mile) or greater shall have a minimum buffer of 300 feet from the centerline on each side of the stream.
- Streams draining less than 640 acres but 320 or more acres shall have a minimum buffer of 200 feet from the centerline on each side of the stream.
- Streams draining less than 320 acres but 128 or more acres shall have a minimum buffer of 100 feet from the centerline on each side of the stream.
- Streams or swales draining less than 128 acres but 40 or more acres shall have a minimum buffer of 50 feet from the centerline on each side of the drainage.
- Streams or swales draining less than 40 acres but 5 or more acres shall have a minimum buffer of 25 feet from the centerline on each side of the drainage.

Additionally, in an effort to achieve a higher pollutant load removal than required by the TCEQ's Optional Enhanced Measures and to demonstrate to the City the Owners' interest in preserving water quality, rather than just providing one water quality best management practice (BMP), the Owners shall operate 2 or 3 BMPs in series to help preserve water quality. The following table lists the BMPs proposed to be operated in series to satisfy both the TCEQ's and the City's water quality protection requirements.

| Proposed BMPs Operating in Series | | |
|---|---|---|
| **1st BMP** | **2nd BMP** | **3rd BMP (if applicable)** |
| Sand Filtration | Engineered Filter Strip | Natural Filter Strip |
| Wet Pond | Engineered Filter Strip | None |
| Bioretention | Engineered Filter Strip | None |
| Engineered Filter Strip | Grassy Swale | None |
| Engineered Filter Strip | Natural Filter Strip | None |
| Grassy Swale | Sand Filtration | Natural Filter Strip |
| Grassy Swale | Wet Pond | Natural Filter Strip |
| Grassy Swale | Bioretention | Natural Filter Strip |
| Extended Detention | Bioretention | Natural Filter Strip |

Storm water runoff from the project will be treated by a combination of the water quality treatment strategies identified above. For residential lots draining away from roadways and sheet flowing onto adjacent open areas, natural buffers areas, or natural filter strips, no further treatment or water quality easements will be necessary. Given that the project is subject to an Integrated Pest Management (IPM) plan, adequate water quality treatment for these residential lots will be achieved by the vegetated pervious areas located within each respective lot and/or the adjacent open areas, natural buffers areas, or natural filter strips lying down gradient.

## ARTICLE 3. PROPERTY DEVELOPMENT

**3.1 Governing Regulations**: For purposes of any vesting analysis, the Parties agree that the Effective Date shall control, in accordance with Texas Local Government Code Chapter 245, as may be amended. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that in accordance with Chapter 245, Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date,

Owners have authority to develop the Property in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

**3.2 Project Approvals & Entitlements:**

**3.2.1 Project Approvals & Variances; Future Modifications:** The Project Approvals set forth in *Exhibit C* (the "Project Approvals"), and the variances, special exceptions and alternative standards also in *Exhibit C,* upon approval by all required City boards and commissions and the City Council, will be granted by the City with respect to the development of the Land. Any additional variance affecting and relevant to this Project shall be subject to any and all applicable ordinary City variance approval procedures. Future modifications to this Agreement mutually agreed upon by City and Owners shall not subject any other portion of this Agreement to modifications.

**3.2.2 Conceptual Plan:** The City confirms that the Conceptual Plan attached as *Exhibit B* has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, *Exhibit B*.

**3.2.3 Density of Development:**

(a) **Residential:** Owners will have the right to develop no more than 600 Single-Family residential lots on the Land within the area identified on the Conceptual Plan as *Residential*.

(b) **Commercial:** Notwithstanding any other allowed uses or limitations established by the City Rules, Owners will have the right to develop no more than **170** Dwelling Units on the Land within the area identified on the Conceptual Plan as *Commercial*.

**3.2.4 Land Use; Zoning Change**: For purposes of this Agreement the following shall be allowed within areas noted as residential areas: single-family residences and related structures; duplex residential units; townhomes, condominiums; schools, parks, sports and playground facilities; community centers; churches; fire/police/medical protection facilities; water and wastewater facilities; amenities centers; and similar type uses (the "Residential Uses"). Commercial uses for purposes of this Agreement may include multi-family, hotels, spa, related facilities, maintenance facilities, and other commercial/retail and office uses. Open space will include the open space/landscape areas. Areas classified as street right-of-way (R.O.W.) will include all public street R.O.W., shared access drive

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easements within the final plat, and Ranch Road 12 dedicated R.O.W. Any use that would be allowed in a residential use area will be allowed in commercial use areas. Upon the effective date of this Agreement, Owners shall apply for a zoning change to General Retail (GR) for the approximate 24 acres marked as Commercial in the Conceptual Plan.

**3.2.5 Impervious Cover:** Owners may develop the Project with an Impervious Cover Percentage that does not exceed cumulatively and in the aggregate **twenty-five percent (25%)** over the entire Project, including the commercial area. Owners shall have the right to apportion impervious cover limits on a lot by lot or use by use basis, and may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owners may count in density and impervious cover calculations land designated as landscape/open space, parks, or similar areas as pervious areas. Areas within City limits upon execution must comply with the City's impervious coverage regulations in place at time of execution.

**3.2.6 Phasing of Development:** The calculation of impervious cover, parkland requirements, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover, LUE use, and parkland required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas.

**3.2.7 Replatting:** Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, the Applicable Rules, and state law. No replat shall result in the Project increasing the density as defined in Section 3.2.3. Such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

**3.2.8 Height:** Building Height is limited to forty feet (40').

## 3.3 Further Approvals:

**3.3.1.** Upon the Effective Date of this Agreement, Owners have the authority to develop the Land consistent with the Project Approvals and in accordance with this Agreement. Any future approvals granted in writing by the City for such development, as well as any written amendments to the Project Approvals, will become a part of the Project Approvals.

**3.3.2.** The City agrees that preliminary plats, final subdivision plats and construction documents submitted in accordance with this Agreement will be reviewed, and processed in accordance with this Agreement, the Code of Ordinance, and state law.

**3.3.3.** Notice of the submission of final subdivision plats and construction documents shall be given in accordance with the Subdivision Ordinance. The final authority for approval of final subdivision plats and construction documents shall be as designated by the Subdivision Ordinance.

**3.3.4.** Construction plans consistent with this Agreement and the Applicable Rules can be approved prior to approval of Final Plat.

**3.4 Standard for Review:** The City's review and approval of any submissions by Owners will not be unreasonably withheld, conditioned, or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City's ordinances, state law and this Agreement within 30 days of submittal. If any submittal is not approved, the City will provide written comments to Owners within the 30 day review period specifying in detail all of the changes that will be required for the approval of the submittal. Within fourteen (14) days of the date the changes specified in the City's written comments are made by Caliterra and the revised submittal is delivered to the City, the City will approve the submittal or request a revised resubmittal. Time does not begin (i.e., is not deemed submitted) until any submittal/resubmittal is deemed administratively complete by the City.

**3.5 Conceptual Plan Amendments:**

**3.5.1** Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owners may seek changes in the location and configuration of the use classifications shown on the Conceptual Plan, including changes within the proposed residential, commercial, mitigation land or open space areas shown on the Conceptual Plan. Such changes will require an amendment to the Conceptual Plan by the Planning & Zoning Commission, and City Council.

**3.5.2** The City acknowledges that Owners and/or District may, in the future, desire to acquire and add additional land into the District's boundary that has a shared boundary with the Land. If Owners acquire any such additional property that it desires to add to the Project and make subject to this Agreement, the Owners will give written notice to the City of the acquisition, which will include a description of the property that has been acquired and a proposed conceptual plan for that

property. The Owners shall properly apply to the City for an amendment to this Agreement to add the Land and shall pursue the City's ordinary development agreement approval process. The City's approval of the addition of property will be processed in accordance with the Applicable Rules and fees.

**3.5.3** The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Conceptual Plan. The City Administrator may defer such approval to the City Council at the City Administrator's discretion. Further, minor changes as defined by the City Administrator, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land or increase the Impervious Cover Percentage of the Project, and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of twenty five percent (25%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.

**3.6** **Term of Approvals:** The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement unless otherwise agreed by the Parties.

**3.7** **Extension of Permits & Approvals:** In no instance shall any permits or approvals be extended beyond the duration of this Agreement; however, any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit.

**3.8** **Initial Brush Removal:** Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to the phase plat approval, Owners may remove any tree with a trunk having a diameter less than six (6") inches measured four (4) feet above the base (ground elevation) of the tree. Prior to that plat approval, Owners will not materially alter the existing drainage patterns prior to receiving City approval for Construction Plans. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible.

**3.8.1** The use of track vehicles is acceptable provided that a preconstruction conference is held on-site with the Owners (or Owners' representative as Developer),

contractor, and City Administrator. During the conference the Owners will provide the City with the following information:

**(a)** the area to be cleared.
**(b)** a current aerial photograph that is 3" pixel resolution with Texas State Plane Coordinate, South Central Zone, NAD 83, survey feet is an adequate substitute for a ground tree survey.
**(c)** the area to be cleared having been marked on a survey with the Water Quality Buffer Zones (WQBZ) and other environmental features marked out for being avoided.
**(d)** an erosion control plan must be submitted showing what will be in place to manage stormwater runoff, to include silt fencing, rock berms, etc.

**3.8.2** Work within a WQBZ must be limited to rubber-tired vehicles or hand-clearing only taking care to stay out of the stream itself. A written plan for work to be done within a WQBZ must be submitted to and approved by City staff prior to any work, describing: (a) work methods, (b) proposed equipment, (c) scope of work, and (d) restoration plans for once work is done.

**3.9 Oak Wilt:**

**(a)** During construction of streets, drainage and utilities, Owners will utilize reasonable measures to prevent the spread of Oak Wilt caused by the fungus *Ceratocystis Fagacearum*. Tree removal will be in accordance with generally-accepted best practices. Owners will include the requirement to utilize reasonable Oak Wilt measures in all agreements for construction of streets, drainage and utilities for the Project.

**(b)** Deed restrictions for all plats of the Property will include covenants imposing reasonable Oak Will prevention measures on all subsequent owners of the Property.

**3.10 Building Code:** Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement.

**3.11 Fiscal Security for Improvements:** The Owners shall be required to provide fiscal security prior to recording the associated approved final plat. In lieu of providing fiscal security, the Owners may secure approval of the final plat and construction plans and then construct the improvements in accordance with the approved construction plans. Only once the improvements are constructed and accepted for maintenance, the Owners may then record the approved final plat. The City Administrator recognizes that the

County and/ or District may require construction and maintenance bonds for improvements.

**3.12 Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and be applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement. Deed restrictions shall not be construed to replace or supersede the Applicable Rules.

**3.13 Highway Access:** The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. All roadway and driveway cuts onto Ranch Road 12 not shown on *Exhibit B* shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Owners and/or the District agree to construct and fund acceleration lanes, deceleration lanes, and traffic control devices required by TxDOT.

**3.14 Option for Private Gated Section(s):** The Owners and the City hereby agree that the Owners may elect to develop one or more sections of the Project as private, gated sections, under the following conditions:

**3.14.1** The City or County shall not be responsible for the ownership or maintenance of private streets within such sections; and

**3.14.2** Streets within such sections shall be owned and maintained by the HOA, a District, or such other entity as chosen by the Owners and approved by the City; and

**3.14.3** Dripping Springs Independent School District ("DSISD") and the providers of fire, law enforcement and emergency medical services for the Project must approve the street standards and design and operation and private gates to be utilized for such streets prior to construction. The design and operation of private, gated sections shall comply with all applicable requirements of the DSISD or such Independent School District with jurisdiction over the Property.

**3.15 Slope Protection & Treatment:** The Property has bands of existing slopes that exceed fifteen percent (15%). Owner has minimized the construction in these areas; however, development will necessitate some construction in these areas in order to develop the site. Construction may occur on slopes that exceed 15% if the following criteria and design standards are met:

**3.15.1.** Designs shall be based on commonly accepted Geotechnical, Structural, Drainage and Water Quality Engineering practices, including local design criteria.

**3.15.2.** Designs and aesthetic treatments shall be consistent throughout the Project. Aesthetic treatments of exposed graded slopes, retaining walls and foundations shall be designed and graded in accordance with generally accepted engineering

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practices. To the extent reasonably practical, Owners will require builders to shield exposed retaining walls and foundations with vegetation and/or fencing or other methods where reasonably practical or desirable to shield view of the exposed retaining wall or foundation. The methods will be included by the Owners in the subject to Deed Restrictions / CCRs.

## ARTICLE 4. ADDITIONAL MATTERS

**4.1** **Fire Protection:** Upon consultation with Emergency Services District (ESD) 6, Owners shall submit to City plans for emergency access points (e.g., crash gates) – if any -- during the platting phase of each development.

**4.2** **Lighting:** Except as provided herein and in *Exhibit C,* Owners agree to comply with the City's Lighting Ordinance in effect as of the Effective Date. Street lighting must first be approved by the City prior to installation.

**4.3** **Signage:** Owners agree to comply with the City's Sign Ordinance in effect as of the Effective Date, except as follows:

**4.3.1. Master Signage Plan:**
Owners will submit a Master Signage Plan within one year of the effective date of this Agreement.

**4.3.2** **Subdivision Identification Sign:** Notwithstanding anything to the contrary in the City's Sign Ordinance, Owners may incorporate three subdivision identification sign features into the subdivision entry monumentation and architectural features at the Project's main entrance along Ranch Road 12 (the "Entry Features"). Without a variance, the area of each sign incorporated into the Entry Features may not exceed thirty-two (32) square feet, measured as the rectangular area including the signage lettering but excluding the other area of the hardscape Entry Features. The Entry Features shall not exceed thirty-six feet (36') in height. The subdivision identification sign cannot be more than six feet (6') measured at the average grade of the road (i.e., a cross-section of Ranch Road 12 measured at the edge of the pavement).

**4.3.3** **Neighborhood Signs and Monuments:** Owners may construct a subdivision monument sign (in accordance with the size limitations of Section 26.06.064 of the City's Sign Ordinance, as amended) at the entrance to each discreet neighborhood, subdivision, or section of lots within the Project.

**4.3.4** **Future Variances to Sign Ordinance:** Future variances to the City's Sign Ordinance required for the Project or alternative signage standards for the Project

are subject to City Council approval in accordance with the City's Sign Ordinance.

**4.4 Annexation:** Within 180 days of the Effective Date, Owners and City will enter into a separate agreement regarding future annexation of land within the District, and will reach a conforming agreement with the District on a Dissolution Agreement to be executed by the City and the District. During that six-month period, the City will not annex or attempt to commence annexation of Land within the District prior to execution of the annexation and dissolution agreements.

**4.4.1 Land Uses.** Contemporaneously with the annexation of land located within the Project as described on *Exhibit B*, the City will zone any undeveloped property within the District consistently with the land uses shown on the Conceptual Plan, as it may be amended or adjusted by the District, and will zone all developed property consistently with the land uses in existence on the date of annexation.

**4.5 Infrastructure Construction & Inspections:** The District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement. The District and the Dripping Springs Water Supply Corporation will have the right to review and approve all plans and specifications for water system infrastructure, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. In order to avoid duplication of effort and unnecessary costs, no City review of water plans and specifications or City inspection of these facilities will be required. However, the City, may, at its option, review plans and specifications for infrastructure other than the water system, and provide comments to the District within thirty (30) days of requesting the plans and specifications to review. The District shall consider all comments promptly provided by the City. The City will collect no related fees other than those fees provided elsewhere in this Agreement. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Land.

**4.6 Cemetery:** Owner will erect a fence where the Project's lots abut Phillips Cemetery. The fencing will be consistent with *Exhibit F*. Owners must apply for and receive a building permit from the City prior to construction of the fence. Owners' permit application to the City shall include a letter of support for the fence design from the cemetery's board of directors.

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## ARTICLE 5. AUTHORITY

**5.1 Term:**

**5.1.1 Initial Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for up to three successive five (5) year periods by Owners, with City's approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.

**5.1.2 Extensions.** In order to extend the term of this Agreement beyond the Initial Term and the three five-year extension periods described in 5.1.1, Owners must notify the City in writing at least one hundred eighty (180) days prior to the last day of the then-current term that it wishes to renew this Agreement. The City will then place the renewal of this Agreement on the agenda for the next regularly scheduled meeting of the City Council for consideration. The renewal of this Agreement by the City after the Initial Term and three (3) five (5) year extension periods will be at both the City's and Owners' discretion, and the parties agree that neither the City nor Owners is under any obligation to renew this Agreement after the Initial Term. The total duration of this Agreement and any successive renewals shall not exceed thirty (30) years.

**5.1.3 Expiration.** After the Initial Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted.

**5.1.4 Termination or Amendment.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owners, or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the Owners of only the portion of the Land affected by the amendment or termination.

**5.2 Authority:** This Agreement is entered under the statutory authority of Sections 42.044 and 212.172 of the *Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

**5.3 Applicable Rules:** As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with

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Chapter 245, *Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owners have vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

**5.4 Right to Continue Development:** In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

**5.5 Equivalent Substitute Obligation:** If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement. The City agrees to adopt any subsequent ordinances, variances, or other approvals that may be necessary to implement this Section.

**5.6 Cooperation:**

**5.6.1** The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

**5.6.2** The City will not unreasonably hinder, and, at the City's discretion, may agree to cooperate with Owners in connection with any waivers or approvals Owners may desire or require to obtain from the County in connection with the development of the Land, specifically including approval of road district powers for the District covering the Land to assist in financing the roadways required for the Project and a

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deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads shall be subject to County review, inspection and approval prior to dedication to the County, unless the property is annexed by the City in which case the City would maintain the roads.

**5.6.3** The City acknowledges that the District(s) may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the District, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, the City will have no financial obligation associated with this activity.

**5.6.4** Owners, the District, and the City agree to cooperate in granting each other easements, as necessary, for water and wastewater transmission lines, or other utility easements to effectuate the purpose of this Agreement.

**5.7 Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

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## ARTICLE 6. GENERAL PROVISIONS

**6.1 Assignment & Binding Effect:**

**6.1.1** This Agreement, and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

**6.1.2** If Owners assign its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

**6.1.3** The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

**6.1.4** Owners agree that all restrictive covenants for the Project shall reinforce this Agreement. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement ***shall be recorded*** in the ***Hays County*** land records to place subsequent purchasers on notice.

**6.2 Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

**6.3 Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in ***Hays County***, Texas and hereby submit to the jurisdiction of the courts of that County, and

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hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

**6.4 No Third Party Beneficiary**: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

**6.5 Mortgagee Protection**: This Agreement will not affect the right of Owners to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

**6.5.1** Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

**6.5.2** The City will, upon written request of a Lender given in compliance with Section 6.17, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

**6.5.3** In the event of default by Owners under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owners, either under this Agreement or under the notice of default.

**6.5.4** Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.

**6.5.5** The City hereby consents to Owner collaterally assigning to such lender Owner's interest in this Agreement as additional security for such loan, and will execute and deliver to such lender such consents to assignment as such lender may reasonably require.

**6.6 Certificate of Compliance**: Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the

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requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or City Development Coordinator will be authorized to execute any requested certificate on behalf of the City.

**6.7** **Default**: If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.

**6.8** **Remedies for Default**: If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. The City acknowledges that any refusal of or delay by the City to perform its obligations under this Agreement may have a substantial and material impact of Owners, and its ability to exercise its rights and perform its obligations under this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

**6.9** **Reservation of Rights**: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**6.10** **Attorneys Fees**: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

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**6.11** **Waiver**: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**6.12** **Exhibits, Headings, Construction & Counterparts**: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**6.13** **Time**: Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**6.14** **Authority for Execution**: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent, and warrant that the execution of this Agreement is duly authorized in conformity with their authority.

**6.15** **Property Rights:** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project.

**6.16** **Jurisdictional Compliance:** Owner understands and agrees it shall comply with all regulations of each entity having authority over any portions of the Project.

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**6.17 Notices:** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

**CITY:**

*Original:* City Administrator
City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
Fax: (512) 858-5646

*Copy to:* Bojorquez Law Firm, PC
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512) 250-0749

**OWNERS:**

*Original*: Development Solutions CAT, LLC
c/o James A. Siepiela
15400 Knoll Trail, Suite 201
Dallas, Texas 75248
Facsimile: (972) 960-2660

*Copy to:* Andrew N. Barrett
Andrew Barrett and Associates, PLLC
3300 Bee Cave Road, Suite 650 #189
Austin, Texas 78746

Either City or Owners may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is effected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

**6.18 Exhibits:** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A- Metes and Bounds Description of the Land
Exhibit B- Conceptual Plan
Exhibit C- Project Approvals, including Variances, Exceptions, Alternative Standards
Exhibit D- Buffer Zones
Exhibit E- Approved Plant List
Exhibit F- Phillips Cemetery Fencing

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STATE OF TEXAS §
§
COUNTY OF HAYS §

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

**CITY OF DRIPPING SPRINGS:**

*by:* _____
Todd Purcell, Mayor

date: 2/12/14

This instrument was executed by **Todd Purcell** before me on this, the 12th day of February 2014.

_____
Notary Public, State of Texas

JO ANN TOUCHSTONE
Notary Public, State of Texas
My Commission Expires
October 08, 2015

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STATE OF TEXAS §
§
COUNTY OF HAYS §

**OWNERS,** Development Solutions CAT, LLC, a Texas limited liability company:

BY: Julie K. Brama
ITS: Vice President

This instrument was executed by Julie K. Brama before me on this, the 18 day of February 2014.

Notary Public, State of ~~Texas~~ Minnesota

JESSA ELIZABETH ROGINSKI
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

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# EXHIBIT A

Metes and Bounds Description of the Land

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**HOLT CARSON INCORPORATED**
**PROFESSIONAL LAND SURVEYORS**
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

April 24, 2013

**FIELD NOTE DESCRIPTION OF 591.858 ACRES OF LAND OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING COMPRISED OF ALL OF THAT CERTAIN (580.064 ACRE) TRACT 1, TOGETHER WITH ALL OF THAT CERTAIN (11.488 ACRE) TRACT 2, AS CONVEYED TO CALITERRA PARTNERS, LLC, BY DEED RECORDED IN VOLUME 3027, PAGE 145 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO TOGETHER WITH ALL OF THAT CERTAIN (0.316 ACRE) TRACT OF LAND AS CONVEYED TO CALITERRA PARTNERS, LLC BY DEED RECORDED IN VOLUME 3028, PAGE 156 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½" iron rod with a plastic cap imprinted "RDS" found in the curving West right-of-way line of Ranch Road No. 12 at the Northeast corner of that certain (580.064 acre) tract of land, identified as "Tract 1", as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3027, Page 145 of the Official Public Records of Hays County, Texas, same being the Southeast corner of Lot 3, Country Homes Subdivision, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 12, Page 68 of the Plat Records of Hays County, Texas and the Northeast corner and **PLACE OF BEGINNING** of the herein described tract, from which a concrete highway monument found 40 feet right of record station 66+63.6 bears, N 14 deg. 02'13" E 304.91 ft. (chord bearing and distance);

**THENCE** with the West right-of-way line of Ranch Road No. 12 and the East line of said (580.064 acre) Caliterra Partners, LLC tract, the following two (2) courses:

**1.)** along a curve to the left with radius of 2904.65 ft. for an arc length of 410.51 ft. and which chord bears, **S 06 deg. 57'10" W 410.17 ft.** to a concrete highway monument found at a point of tangency 40 feet right of record station 73+69.4;
**2.) S 02 deg. 55'04" W 880.43 ft.** to a ½" iron pipe found for an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Northeast corner of that certain (4.00 acre) tract of land as conveyed to F. Gayle Needham by deed recorded in Volume 1633, Page 259 of the Official Public Records of Hays County, Texas and an angle corner of the herein described tract;

**THENCE** leaving the West right-of-way line of Ranch Road No. 12 with the common line of said (580.064 acre) Caliterra Partners, LLC tract and said (4.00 acre) Needham tract, **N 85 deg. 59'35" W 592.04 ft.** to a 5/8" iron rod found for an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Northwest corner of said (4.00 acre) Needham tract and an angle corner of the herein described tract;

**THENCE** with an East line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the West line of said (4.00 acre) Needham tract, **S 02 deg. 38'55" E** at a distance of 304.42 ft. passing a ½" iron pipe found at the Southwest corner of said (4.00 acre) Needham tract, same being the Northwest corner of that certain (1.00 acre) tract of land as conveyed to Margaret Falcon, et al. by deed recorded in Volume 4552, Page 536 of the Official Public Records of Hays County, Texas, continuing along said bearing for a total distance of **382.95 ft.** to a 5/8" iron rod found at the Southwest corner of said (1.00 acre) Falcon tract, same being the Northwest corner of that certain (1.28 acre) tract of land as conveyed to Purcell Spillar Family Partnership, Ltd. by deed recorded in Volume 4518, Page 577 of the Official Public Records of Hays County, Texas and further described by metes and bounds by deed recorded in Volume 381, Page 132 of the Deed Records of Hays County, Texas;

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**THENCE** continuing with an East line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the West line of said (1.28 acre) Purcell Spillar Family Partnership tract, **S 01 deg. 08'18" E 99.46 ft.** to a ½" iron with a plastic cap imprinted "RDS" found at the Northwest corner of that certain (11.488 acre) tract of land identified as "Tract 2" as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3027, Page 145 of the Official Public Records of Hays County, Texas, same being and an angle corner of the herein described tract;

**THENCE** with the North line of said (11.488 acre) Caliterra Partners, LLC tract, **S 85 deg. 19'11" E** at a distance of 4.7 ft. passing a 6" treated wood fence corner post at the Southwest corner of said (1.28 acre) Purcell Spillar Family Partnership tract, continuing along said bearing for a total distance of **539.77 ft.** to a 6" treated wood fence corner post found in the curving West right-of-way line of Ranch Road No. 12 at the Northeast corner of said (11.488 acre) Caliterra Partners, LLC tract, same being the Southeast corner of said (1.28 acre) Purcell Spillar Family Partnership tract and an angle corner of the herein described tract, from which a concrete highway monument found 40 feet right of record station 84+27.9 bears, N 04 deg. 28'00" E 307.35 ft. (chord bearing and distance);

**THENCE** with the West right-of-way line of Ranch Road No. 12 and the East line of said (11.488 acre) Caliterra Partners, LLC tract, the following five courses:

**1.)** along a curve to the right with a radius of 5688.79 ft. for an arc length of 356.14 ft. and which chord bears, **S 07 deg. 48'30" W 356.08 ft.** to a concrete highway monument found at a point of tangency 40 feet right of record station 90+96.2;
**2.) S 09 deg. 29'31" W 201.07 ft.** to a concrete highway monument found at a point of curvature 40 feet right of record station 92+97.2;
**3.)** along a curve to the right with a radius of 914.93 ft. for an arc length of 289.01 ft. and which chord bears, **S 18 deg. 41'00" W 287.81 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." set at a point of tangency 40 feet right of record station 95+98.9;
**4.) S 27 deg. 38'32" W 214.34 ft.** to a concrete highway monument found at a point of curvature 40 feet right of record station 98+12.3;
**5.)** along a curve to the left with a radius of 994.35 ft. at an arc length of 295.56 ft. passing a 5/8" iron rod found at the Southeast corner of said (11.488 acre) Caliterra Partners, LLC tract, same being the Northeast corner of that certain (0.316 acre) tract of land as conveyed to Caliterra Partners, LLC by deed recorded in Volume 3028, Page 156 of the Official Public Records of Hays County, Texas, continuing for a total arc length of 372.58 ft. and which chord bears, **S 16 deg. 55'37" W 370.41 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." for the Southeast corner of said (0.316 acre) Caliterra Partners, LLC tract, same being the Northeast corner of the Old Phillips Cemetery tract and an angle corner of the herein described tract;

**THENCE** leaving the West right-of-way line of Ranch Road No. 12 with the South line of said (0.316 acre) Caliterra Partners, LLC tract and the North line of the Old Phillips Cemetery, **S 80 deg. 16'03" W 131.34 ft.** to a ½" iron rod found at the Southwest corner of said (0.316 acre) Caliterra Partners, LLC tract, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract;

**THENCE** continuing with the common line of the Old Phillips Cemetery and said (580.064 acre) Caliterra Partners, LLC tract, **S 80 deg. 26'01" W 297.86 ft.** to a chain link fence post found at the Northwest corner of the Old Phillips Cemetery, same being the Northeast corner of that certain (2 3/10 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 125, Page 197 of the Deed Records of Hays County, Texas, also being the Northeast corner of that certain (2.03 acre) tract of land as conveyed to Phillips Cemetery Association by deed recorded in Volume 1072, Page 40 of the Official Public Records of Hays County, Texas;

**THENCE** with the common line of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts and said (580.064 acre) Caliterra Partners, LLC tract the following three courses:

**1.) S 80 deg. 08'24" W 209.97 ft.** to a ½" iron rod found for the Northwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

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**2.) S 07 deg. 31'25" E 426.93 ft.** to a 5/8" iron rod found for the Southwest corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;
**3.) N 80 deg. 09'17" E 209.64 ft.** to a chain link fence post found for the Southeast corner of said (2 3/10 acre) and (2.03 acre) Phillips Cemetery Association tracts, same being the Southwest corner of the Old Phillips Cemetery, also being the Northwest corner of an unrecorded (1.16 acre) tract of land set aside for the Phillips Cemetery Association, and also being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

**THENCE** with an East line of said (580.064 acre) Caliterra Partners, LLC tract and the West line of said (1.16 acre) Phillips Cemetery Association tract, **S 06 deg. 51'43" E 212.09 ft.** to a chain link fence corner post for the Southeast corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of said (1.16 acre) Phillips Cemetery Association tract and the Southeast corner of the herein described tract;

**THENCE** with the South line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the North line of that certain (538.2 acre) tract of land as conveyed to Carole J. Smith as Trustee of The 1991 Penn Family Trust by deed recorded in Volume 1140, Page 278 of the Official Public Records of Hays County, Texas, and further described by metes and bounds in deed recorded in Volume 296, Page 600 of the Deed Records of Hays County, Texas, the following five (5) courses:

**1.) S 88 deg. 58'39" W 350.93 ft.** ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
**2.) S 88 deg. 51'28" W 594.44 ft.** ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
**3.) S 88 deg. 48'14" W** at a distance of 171.89 ft. passing a treated wood fence post in the North line of said (538.2 acre) 1991 Penn Family Trust tract, continuing along said bearing for a total distance of **460.07 ft.** ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc." ;
**4.) S 88 deg. 47'51" W 168.62 ft.** ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc." ;
**5.) S 88 deg. 49'19" W 1358.34 ft.** to a 5/8" iron rod found in the North line of said (538.2 acre) 1991 Penn Family Trust tract, same being an angle point in the South line of said (580.064 acre) Caliterra Partners, LLC tract and an angle point in the South line of the herein described tract;

**THENCE** continuing with the South line of said (580.064 acre) Caliterra Partners, LLC tract and the North line of said (538.2 acre) 1991 Penn Family Trust tract, the following two (2) courses:

**1.) S 88 deg. 44'30" W 2499.88 ft.** to a 5/8" iron rod found;
**2.) S 88 deg. 41'50" W 1482.33 ft.** to a 5/8" iron rod found on the East side of a large cedar fence post for the Southwest corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southeast corner of that certain (274.70 acre) tract of land as conveyed to Janice H. Campbell by deed recorded in Volume 855, Page 232 of the Official Public Records of Hays County, Texas and the Southwest corner of the herein described tract;

**THENCE** with the West line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the East line of said (274.70 acre) Campbell tract, **N 00 deg. 26'42" E 2018.51 ft.** to a 5/8" iron rod found on the East side of a large cedar fence post for the Northeast corner of said (274.70 acre) Campbell tract, same being the Southeast corner of that certain (105.54 acre) tract of land identified as "Tract One" as conveyed to John Coleman Hornton III, Trustee by deed recorded in Volume 4224, Page 673 of the Official Public Records of Hays County, Texas and further described by metes and bounds in deed recorded in Volume 713, Page 247 of the Real Property Records of Hays County, Texas;

**THENCE** continuing with the West line of said (580.064 acre) Caliterra Partners, LLC tract, and with the East line of said (105.54 acre) Hornton tract, the following three (3) courses:

**1.) N 00 deg. 36'12" E 1048.48 ft.** to a ½" iron rod found;
**2.) N 01 deg. 46'56" W 229.37 ft.** to a ½" iron rod found;
**3.) N 01 deg 40'18" W 226.59 ft.** to a ½" iron rod found on the North side of a large cedar fence post, for the Northwest corner of said said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of that certain (453.709 acre) tract of land as conveyed to Limestone-Dripping Springs, LLC by deed recorded in Volume 4438, Page 870 of the Official Public Records of Hays County, Texas, and the

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Northwest corner of the herein described tract, from which a ½" iron rod found at the Northeast corner of said (105.54 acre) Hornton tract bears, N 04 deg. 41'06" W 256.59 ft.;

**THENCE** with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line of said (453.709 acre) Limestone-Dripping Springs, LLC tract, the following five (5) courses:

**1.) S 79 deg. 00'17" E 670.77 ft.** to a 5/8" iron rod found under the root of a 16" Elm tree;
**2.) N 87 deg. 41'56" E 1628.55 ft.** to a 5/8" iron rod found at an 8" treated wood fence post;
**3.) N 83 deg. 59'15" E 1507.83 ft.** to a 5/8" iron rod found at the top of a bluff and 4 feet North of the fence;
**4.) N 89 deg. 04'18" E 640.96 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Inc.", from which a 60D nail with shiner imprinted "Pro-Tech" found in the top of a fence post at an angle corner of said (453.709 acre) Limestone-Dripping Springs, LLC tract bears, S 84 deg. 38'W 1.05 ft.;
**5.) N 88 deg. 03'58" E** at a distance of 70.02 ft. passing a calculated point at the Southeast corner of said (453.709 acre) tract, from which a calculated point at the Southwest corner of Lot 10, The Beulah Marie Needham Estate, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2, Page 102 of the Plat Records of Hays County, Texas bears, S 76 deg. 46'E 33.6 ft., continuing along said bearing of N 88 deg. 03'58" E with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line The Beulah Marie Needham Estate for a total distance of **970.86 ft.** to a ½" iron rod found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being an angle corner of Lot 4, The Beulah Marie Needham Estate and an angle corner of the herein described tract;

**THENCE N 09 deg. 21'51" E 10.32 ft.** to a ½" iron rod found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being an angle corner of Lot 4, The Beulah Marie Needham Estate and an angle corner of the herein described tract;

**THENCE** with the North line of said (580.064 acre) Caliterra Partners, LLC tract and the South line of Lot 4, The Beulah Marie Needham Estate, **N 88 deg. 12'53" E 339.87 ft.** to a ½" iron rod found;

**THENCE** continuing with the North line of said (580.064 acre) Caliterra Partners, LLC tract, which deviates from the South line of Lot 4, The Beulah Marie Needham Estate, **N 88 deg. 05'09" E 1306.42 ft.** to a 5/8" iron rod found at the Southeast corner of said Lot 4, same being an angle corner of said (580.064 acre) Caliterra Partners, LLC tract and an angle corner of the herein described tract;

**THENCE N 00 deg. 48'18" W 256.68 ft.** to a ½" iron rod with a plastic cap imprinted "RDS" found at an angle corner of said (580.064 acre) Caliterra Partners, LLC tract, same being the Southwest corner of Lot 2, Country Homes Subdivision and an angle corner of the herein described tract;

**THENCE** with a North line of said (580.064 acre) Caliterra Partners, LLC tract and the South Line of Country Homes Subdivision **N 89 deg. 10'26" E** at a distance of 247.70 ft. passing a ½" iron rod with a plastic cap imprinted "RDS" found at the common South corner of Lot 2 and Lot 3, Country Homes Subdivision, continuing along said bearing for a total distance of **710.93 ft.** to the **PLACE OF BEGINNING** and containing **591.858 acres** of land.

**SURVEYED: April 24th, 2013**

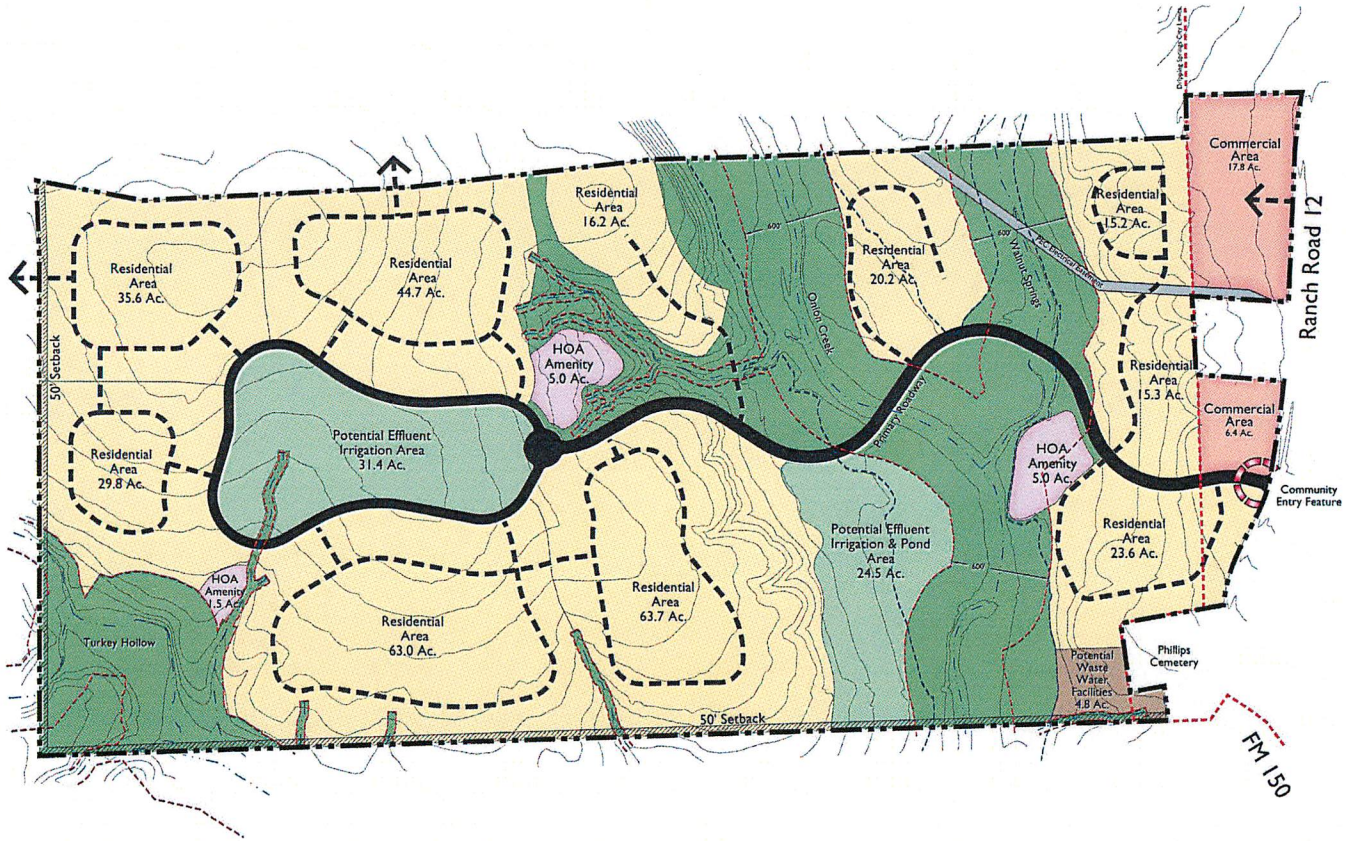
**Holt Carson**
**Registered Professional Land Surveyor No. 5166**

STATE OF TEXAS
REGISTERED TO
HOLT CARSON
5166
PROFESSIONAL
LAND SURVEYOR

**reference map no. B 877002**

# EXHIBIT B

Conceptual Plan




## Legend

- Approximate 100 year Floodplain
- Water Quality Buffer Zone
- Creek Center Line
- 10' Contour Lines
- Dripping Springs City Limit
- Potential Points of Connection
- Secondary Roads
- Primary Roads

## Land Use Schedule

| Use | Acreage | Percentage |
|---|---|---|
| Commercial Area | 24.2 Ac. | 4.1 % |
| Residential Area (600 Lots) | 327.3 Ac. | 55.3 % |
| HOA Amenity Centers | 11.5 Ac. | 1.9 % |
| Primary ROW | 17.9 Ac. | 3.0 % |
| Potential Waste Water Facilities | 4.8 Ac. | 0.8 % |
| PEC Electrical Easement | 3.3 Ac. | 0.6 % |
| Open Space | 202.9 Ac. | 34.3 % |
| (Potential Effluent Irrigation Area, Pond Area & Residential Area - 55.9 Ac.) (Floodplain, Water Quality Buffers, Parks & Community Open Space - 147.0 Ac.) | | |
| TOTAL | 591.9 Ac. | 100 % |

# Caliterra
Dripping Springs, Texas

## CONCEPTUAL PLAN (Exhibit B to Development Agreement)

SCALE : 1" = 300'
0 150 300 600
DATE : 12-09-2013

NORTH

Note:
Topography @ 10' Contour Intervals

CMA Engineering, Inc.
Civil & Environmental Engineering Services

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com
rvl Planning + Landscape Architecture

All information furnished regarding this property is from sources deemed reliable. However, RVL has not made an independent investigation of these sources and no warranty or representation is made by RVL as to the accuracy or completeness of the information furnished by such sources or any underlying assumptions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has the right to make changes to this map and other aspects of the development as may be necessary or appropriate from time to time in the future.

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# EXHIBIT C

Project Approvals, including Variances and Exceptions

| EXHIBIT C- LIST OF VARIANCES & ALTERNATIVE STANDARDS | | | | | |
|---|---|---|---|---|---|
| # | Ordinance | Description | Requirement | Requested Variance | Justification |
| | | | *Chapter 22, Water Quality Protection* | | |
| 1 | 22.05.016(a)(2) | Maximum Impervious Cover | Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35% | Maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ will be 50% | Overall project impervious cover to be 25% maximum |
| | | | | | |
| | | | *Chapter 23, Zoning* | | |
| 2 | 3.11.4(b) | Building Setbacks | Minimum front yard= 25'<br>Minimum rear yard= 25'<br>Minimum side yard= 25'<br>Minimum side yard adjacent to public street = 25' | For Residential Use:<br>Minimum front yard= 20'<br>Minimum rear yard= 20'<br>Minimum side yard= 5'<br>Minimum side yard adjacent to public street = 10' | To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes. |
| 3 | 3.11.4(a),(2)&(3) | Lot Widths and Depths | Width = 100'<br>Depth = 150' | For Residential Use:<br>Width= 50'<br>Depth= 120' | |
| 4 | 3.11.4(a)(1) | Minimum Lot Area | 20,000 sf | For Residential use: 6,000 sf | |
| | | | *Chapter 24, Building Regulations* | | |
| 5 | 24.06.006 (e&f) | Shielding and Total Outdoor Light Output Standards | Government owned street lights in public rights-of-way and outdoor recreation facilities are not included in the total lumens per site. | All street lights, public or private, are excluded from total lumens count per site. | To have the ability to create a master planned community that includes lighting improvements that generally do not occur in typical subdivisions. |
| | | | *Chapter 26, Signs* | | |
| 6 | 26.01.005 | Sign Area | When referring to area limitations of monument signs, area and signable area refers to an area within a continuous perimeter that includes the sign structure as well as the lettering, illustrations, ornamentations, or other figures. | The definition of Sign Area as applied to the subdivision identification sign (aka, monument sign for subdivisions) will not be include the monument sign's base. | |

2014021130 Bk OPR Vol 4978 Pg

| # | Ordinance | Description | Requirement | Requested Variance | Justification |
|---|---|---|---|---|---|
| 7 | 26.06.064 | Number | Only one monument sign is permitted for each entrance to a subdivision from a public right-of-way. | Three Subdivision Identification Sign features can be incorporated into the subdivision entry monumentation and architectural features at the project's main entrace along RR 12. | |
| 8 | 26.01.005 (b) | Height (3) | Height will be measured from the highest attached component of the sign or of its supporting structure (whichever is higher) and the increased grade. | Height will be measured from the highest component of the sign and the average grade of the road measured from the pavement edges. | To have the ability to provide the appropriate entry signage required in creating a true master planned community. |
| | | | *Chapter 28, Subdivisions and Site Development* | | |
| 9 | (Exhibit A), 3.13 | Lapse of plat approval | Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ). | Final plat approved by the City but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval. | Allows time for the construction of infrastructure improvements prior to recordation of plats. |
| 10 | (Exhibit A), 11.3.4 | Approach Roads and Access | All subdivisions with fifty (50) or more lots must have at least two points of vehicular access | Either a second vehicular access point or an emergency vehicle access point will be provided | Access points along North and West property lines will be provided. Terrain largely prohibits access from South. |
| 11 | (Exhibit A), 11.13.2 | Frontage on Residential Collector Streets | Shall not exceed 20% | Applicable only to major collectors, minor arterials, and major arterials. | To showcase the lively neighborhood character with homes fronting streets where possible. |
| 12 | (Exhibit A), 11.21.1 | Residential block lengths | Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections | Shall not exceed three thousand (3,000) feet between centerlines of street intersections | To respond to topographic conditions. |

14012130 Bk OPR Vol 4978

| # | Ordinance | Description | Requirement | Requested Variance | Justification |
|---|---|---|---|---|---|
| 13 | (Exhibit A), 13.2 | Intersecting Streets | Blocks shall not be less than four hundred feet (400') in length | Blocks shall not be less than two hundred feet (200') in length | Considering unique topographic conditions that may reduce intersection distances. |
| 14 | (Exhibit A), 14.6 | Minimum Lot Sizes | For lots using surface water and public wastewater system is 0.75 acres | For lots using surface water and public wastewater system is 6,000 square feet | To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes. |
| 15 | (Exhibit A), 15.1 | Sidewalks | Required on both sides of collector and arterial streets without open ditch drainage | Sidewalks and/or trails will be provided on both sides of collector and arterial streets without open ditch drainage | To fuse the hill country character within the community. |
| 16 | (Exhibit A), 20.1.3(g) | Sidewalks | Both sides of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Required in conjunction with sewer line installation. | One side of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Constructed by the home builders at the time of home construction. | To fuse the hill country character within the community. |
| 17 | (Exhibit A), 30.2 | Performance Guarantees | Required for public improvements | No performance guarantees will be required for public improvements to be owned and maintained by Hays County, the Dripping Springs Water Supply Corporation, or Hays County Development District No. 1. | Performance standards will be provided to owner/user of public improvements. |
| 18 | | Subdivision related cuts and fills | No provision | ROW outside FEMA: 8' cut/14' fill<br>Bridge crossing FEMA: 8' cut/24' fill<br>Residential lots: 6' cut/14' fill<br>Stormwater Facilities: 20' cut/10' fill<br>Effluent Pond: 20' cut/10' fill<br>Existing Borrow Pit: 20' fill | No subdivision ordinance requirements. Self-imposed limitations. |

14021130 BK OPR 4978 Vg1

| # | Ordinance | Description | Requirement | Requested Variance | Justification |
|---|---|---|---|---|---|
| 19 | 28.04.018 | Cuts and fills | No fill or cut on any building site shall exceed a maximum of six (6) feet of depth | Improvements requiring a site development permit will be held to no more than 10' of cut and/or fill. | To respond to topographic conditions. |
| 20 | (Exhibit A), 14.3 | Irregular-Shaped lots | flag lots shall be avoided | No more than five flag lots with minimum 20 foot ROW frontage, per occurrence | To respond to topographic conditions. |
| | | | *TCSS* | | |
| 21 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Design Speed | Minor Collector= 35 mph<br>Major Collector= 45 mph<br>Minor Arterial= 55 mph | Minor Collector= 30 mph<br>Major Collector= 35 mph<br>Minor Arterial= 35 mph | Enhance Transportation Safety. |
| 22 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Minimum Centerline Radius | Urbanized Local = 200 feet<br>Minor Collector = 375 feet<br>Major Collector= 675 feet<br>Minor Arterial= 975 feet | Urbanized Local = 180 feet<br>Minor Collector = 300 feet<br>Major Collector= 500 feet<br>Minor Arterial= 500 feet | Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography. |
| 23 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Minimum Tangent Length | Major Collector= 300 feet<br>Minor Arterial= 500 feet | Major Collector= 150 feet<br>Minor Arterial= 200 feet | Complies relative to proposed design speed. |
| 24 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Minimum Lot Frontage | Minor Collector= 100 feet | Minor Collector= 60 feet | To have the ability to respond to evolving and diversified housing market. Provide a variety of housing types and lot sizes. |
| 25 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Minimum Drive Spacing | Minor Collector= 75 feet | Minor Collector= 60 feet | To have the ability to respond to evolving and diversified housing market. Provide a variety of housing types and lot sizes. |
| 26 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Width of Shoulder | Minor Arterial = 8'<br>Major Collector = 6'<br>Minor Collector = 5' | Minor Arterials = No Shoulder<br>Major Collector = 3'<br>Minor Collector = 4' | Minor Arterials - second lane available for passing stopped vehicles.<br>Major/Minor Collectors-reduced speeds. |
| 27 | Section 2.3.2, Hays Cnty Dev. Regs Table 721.02 | Cul-de-sac ROW/ Pavement Radius (feet) | 70/45 for Urbanized Local and Minor Collector | 60/45 for Urbanized Local and Minor Collector. Islands are allowed in the cul-de-sac. | To preserve the natural character of the site by minimizing roadway impacts. |
| 28 | | Knuckles | No provision | Knuckles are allowed. Minimum ROW radius is 50 feet. Minimum pavement radius is 40 feet. | Preserves natural character by minimizing roadway impacts and concentrating residential density. |
| 29 | Section 9.2.2(a)(1) | Side slopes on swales | No steeper than 1 vertical to 6 horizontal | No steeper than 1 vertical to 3 horizontal | Complies with City of Austin, Drainage Criteria Manual 6.4.1.D |

14021130 BK OPR Vol 4978

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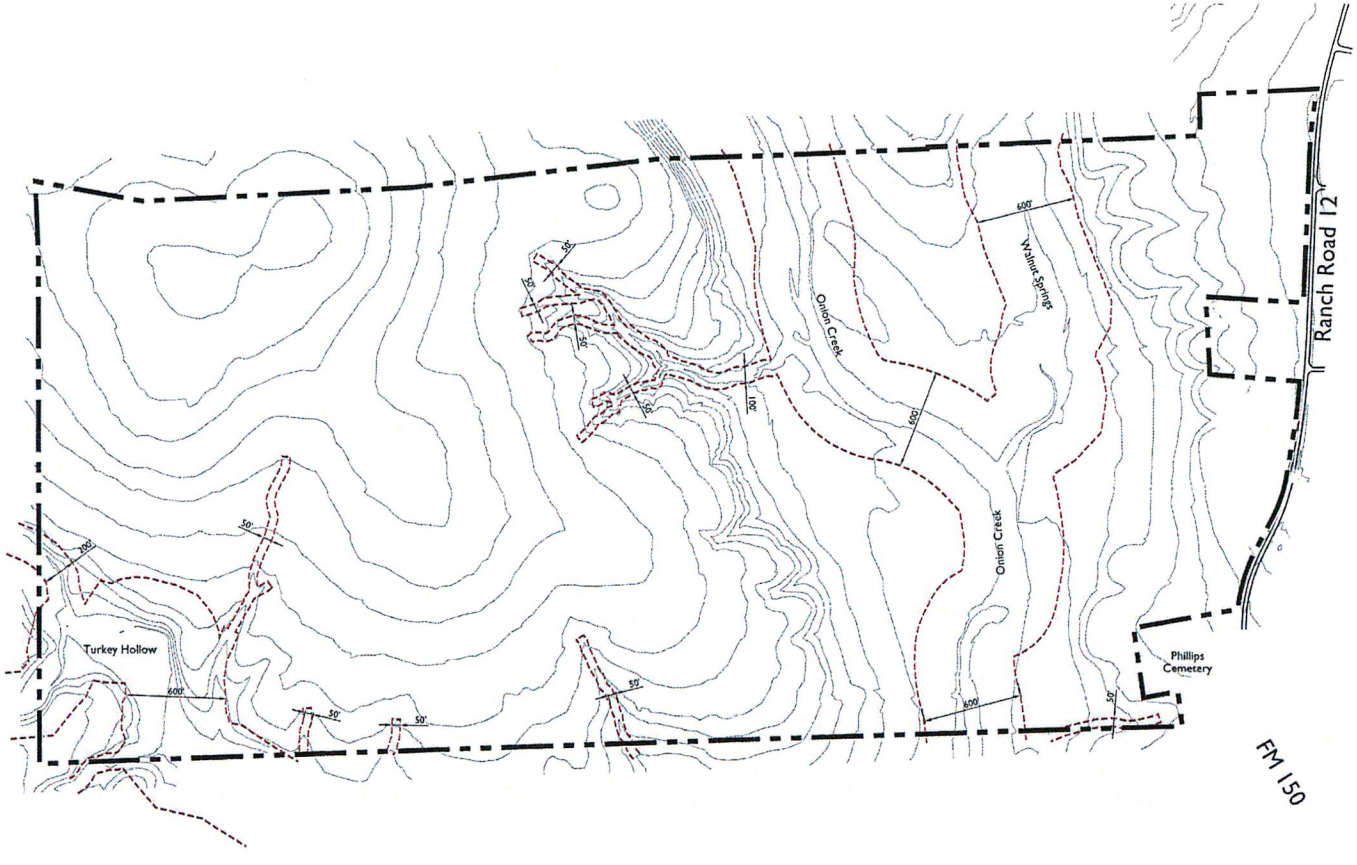
# EXHIBIT D

Buffer Zones

Bk Vol Pg
14021130 OPR 4978 262




| Legend |
| --- |
| Water Quality Buffer Zone |

**Note**

Final buffer zone locations will be verified using on the ground survey information at final design in accordance with TCEQ Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised Appendix A to RG-348).

Caliterra
Dripping Springs, Texas

# EXHIBIT D - BUFFER ZONES

SCALE : 1" = 300'
0 150 300 600
DATE : 05-22-2013

NORTH

Note:
Topography @ 20' Contour Intervals

CMA Engineering, Inc.
Civil & Environmental Engineering Services

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com
rvl
Planning + Landscape Architecture

All information heretofore engineering this property (whose sources thereof include, but are not limited to, maps, surveys, and reports) is made by RVL and its employees and agents solely for its use and benefit in the performance of its work under the terms of its contract with its client. Any use or reliance by any other person or entity, for any purpose whatsoever, without the express written consent of RVL, shall be at such other person's or entity's sole risk and without liability to RVL. Reproduction of this plan or any portion thereof is prohibited without the written permission of RVL. Any alteration of this plan without the written permission of RVL shall relieve RVL of any liability for the content of this plan and shall make the party altering the plan liable for any damages that may result from its use.

14021130 OPR 4978 262

14021130 OPR Bk 4978 Pg 263

# EXHIBIT E

APPROVED PLANT LIST

14021130 Bk OPR Vol 4978 Pg 264

# Exhibit E – Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in ***Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013*** published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.

14021130 Bk OPR Vol 4978 Pg 265

# EXHIBIT F

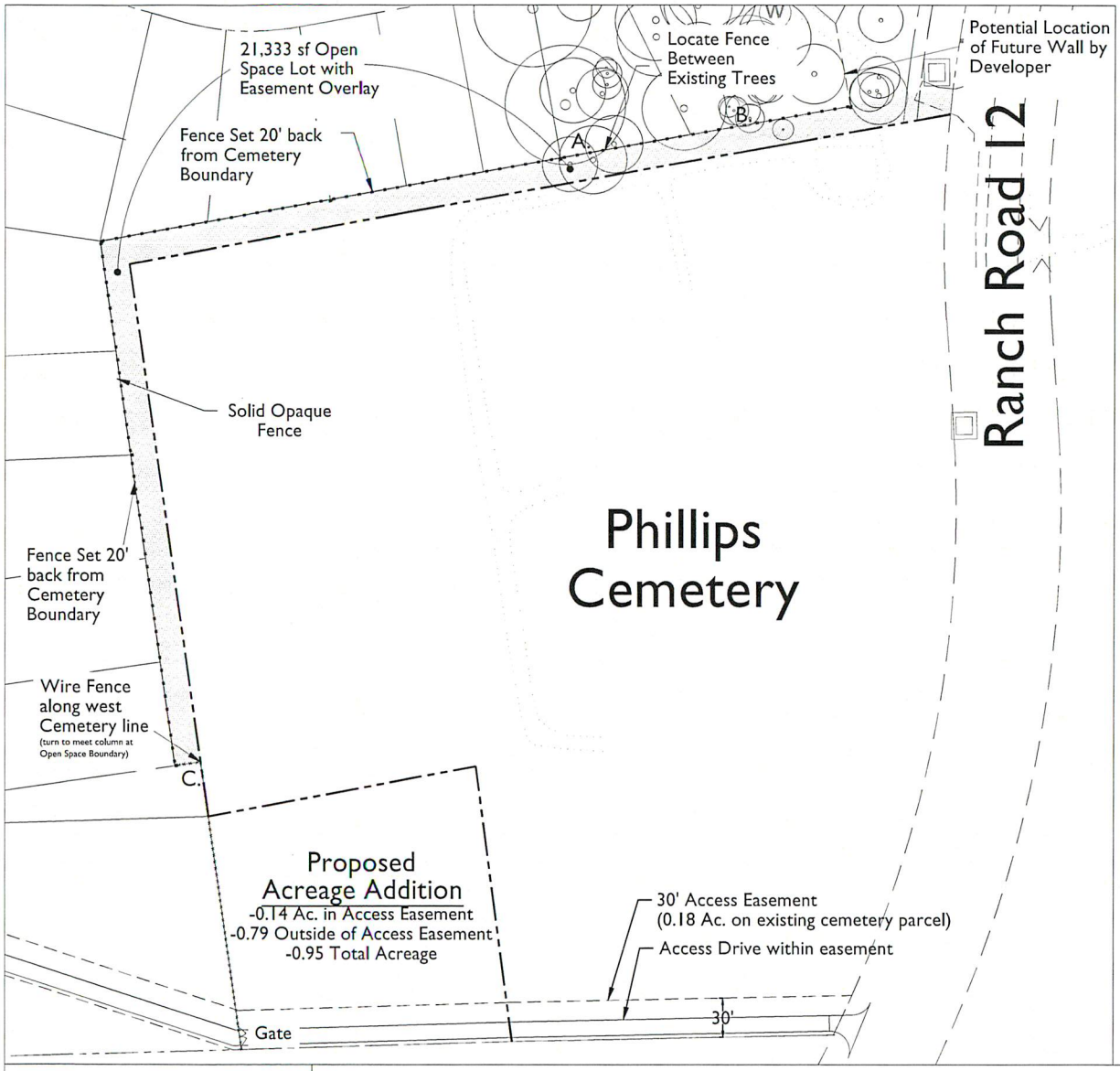
14021130 Bk OPR 4978 Pg 266

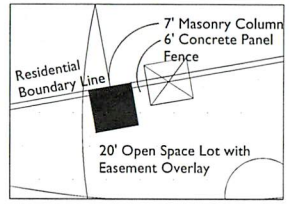
# EXHIBIT F

## Maximum Number of Dwelling Units by Category
For the Land within the area identified on the Conceptual Plan as *Commercial*

| Category | Maximum Number of Dwelling Units |
|---|---|
| Single Family Residential | 85 |
| Duplex | 85 |
| Townhomes | 121 |
| Condominiums | 170 |
| Apartments | 171 |
| Maximum Dwelling Units on Commercial: | **171** |

Phillips Cemetery Fencing

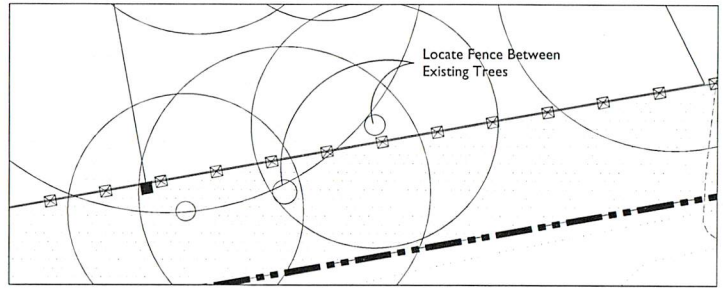


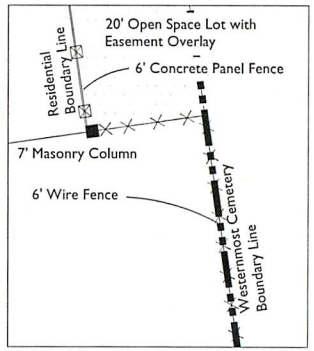

A. Condition at Column

Fence Legend

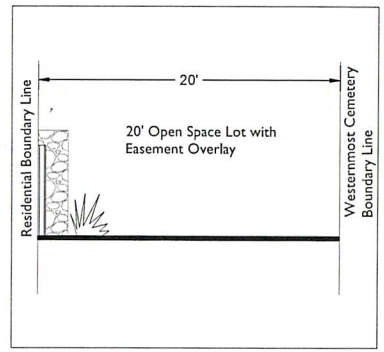
| | | |
|---|---|---|
| A. | | 6' Concrete Panel Fence |
| B. | | 6' Wire Fence |
| | | 7' 2'x2' Masonry Column |




B. Condition at Existing Trees




C. Condition at End of 20' Open Space




D. Sectional Diagram

**Caliterra**
Dripping Springs, Texas

Phillips Cemetery - **(Exhibit ____)**

SCALE : 1" = 40'
0 20 40 80
DATE : 01-06-2014

NORTH

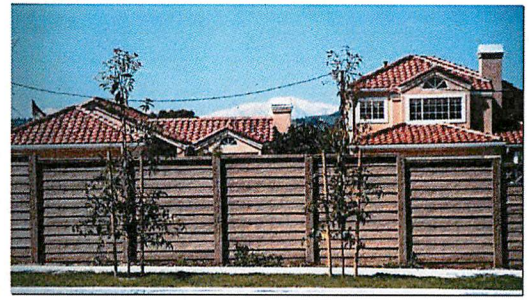
(2' Contour Interval)

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com
rvi planning + landscape architecture

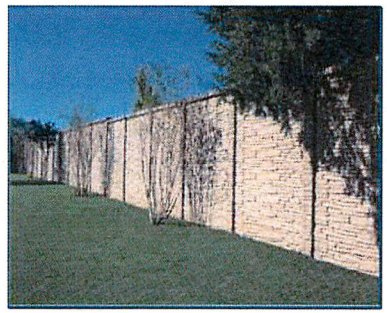
All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

File: L:\3534\16\Base\Landscape Base\Caliterra_base.dwg

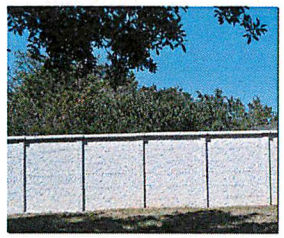
File: L:\28341\6\Base Landscape Base\Caliterra_base.dwg



Concrete (Wood Look)



Concrete (Stone Look)



Concrete (Stucco Look)

Welded Wire - Powder Coated

**Caliterra**
Dripping Springs, Texas

**Phillips Cemetery - EXAMPLES OF CONCRETE AND WIRE FENCING - (EXHIBIT_____)**

EXACT COLOR AND PATTERN SUBJECT TO FINAL SELECTION BY OWNER

DATE : 01-06-2014

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com
rvi planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

# Rezoning Request –
# CF CSLK Caliterra LLC (Tract 18)

From: General Retail (GR) | To: General Retail – Conditional Overlay (GR-CO)

For: The PREP School of Caliterra, Dripping Springs, TX

# Introduction : The PREP School of Caliterra

- Angie and Brad Mendenhall
  - Local Owners/Operators

- Mark Schuh
  - Corporate Owner
    - The PREP of Dripping Springs
      - Opened 2012
    - The PREP of Headwaters
      - Opened 2025

# Purpose of Rezoning

## Address/Support/Ensure

- Address impervious coverage needs
- Support The PREP School development
- Ensure alignment with City's 2040 Comprehensive Plan

## Comprehensive Plan Alignment

- Preserves Hill Country character & family-focused values
- Supports balanced economic growth & resilient local economy
- Enhances infrastructure efficiency (utilities, road access)
- Provides needed educational services in Dripping Springs

# Proposed Permitted Uses (GR-CO)

- Child Day-Care Facility
- Public/Private Schools (tutoring center)
- Day Camp
- Dance/Music/Drama Studio
- Medical Clinic
- Professional & Health Services Offices
- Emergency Care
- Pharmacy
- Health Club
- Financial Services
- Veterinarian
- Pet Shop
- Bakery
- Insurance Agency

# Compliance Commitments and Metrics

## Compliance

- Impervious cover at 17.3% (<20% threshold)
- 30’ setbacks & privacy greenery buffers
- Dark sky ordinance compliance
- Safe ingress/egress from Caliterra Parkway
- 7 wastewater LUEs required; 58 remain available
- Drainage & stormwater convey per Caliterra Development Agreement

## Metrics

- **Traffic:** staggered arrivals, no peak congestion
- **Fiscal Impact:** current ~$20k tax revenue, increased with improvements
- **Capacity:** 204 students (Phase-in: Yr 1 = 50-120; Yr 2 = 120-204; Yr 3 maintain 204)
- **Environmental:** consistent with DA and city standards
- **Public Services:** compatible with existing capacity, low service demand

# Community Benefits

- Serving central & south Dripping Springs families
- Safe access via Caliterra Parkway
- Extended hours supporting working families
- Aligns with nearby educational and faith-based facilities (Skybridge Academy, St. Martin de Porres, DS Presbyterian)

# Project Timeline

PROPERTY CLOSING:

~NOVEMBER 4, 2025

CONSTRUCTION:
12–15 MONTHS

OPENING:
2027 SCHOOL YEAR

# Closing / Request Summary
# Zoning Committee

In closing, we respectfully request approval to rezone 4.98 acres (Tract 18, CF CSLK Caliterra LLC, Doc. No. 21069668, Phillip A. Smith Survey No. 26, Abstract No. 415) from **General Retail (GR)** to **General Retail – Conditional Overlay (GR-CO)**.

This rezoning:

- ✓ Aligns with the City's Comprehensive Plan and zoning framework.
- ✓ Provides clear, enforceable conditions that address compatibility with adjacent uses.
- ✓ Encourages appropriate, sustainable commercial development consistent with City goals.

The proposed **GR-CO** designation balances market demand with regulatory oversight, ensuring responsible land use and long-term community benefit. We respectfully request the Committee's recommendation of approval.

# Closing / Request Summary
# DS Community

In closing, we are requesting your approval to rezone 4.98 acres (Tract 18, CF CSLK Caliterra LLC, Doc. No. 21069668, Phillip A. Smith Survey No. 26, Abstract No. 415) from **General Retail (GR)** to **General Retail – Conditional Overlay (GR-CO)**.

This rezoning is a **balanced approach** that:

- ✓ Promotes thoughtful commercial growth that supports local businesses and residents.
- ✓ Adds to the City's tax base, strengthening services and infrastructure.
- ✓ Preserves the character of Dripping Springs while encouraging opportunity and vitality.

The **GR-CO overlay** ensures development will move forward responsibly, with conditions that protect surrounding neighborhoods and reflect community values.

We respectfully ask for your support in recommending this rezoning for approval — a decision that positions Dripping Springs for smart growth today and for years to come.

# The PREP School of Caliterra Rendering

# Conceptual Site Plan Rendering

# Conceptual Site Plan Rendering

# Message from The PREP School of Caliterra

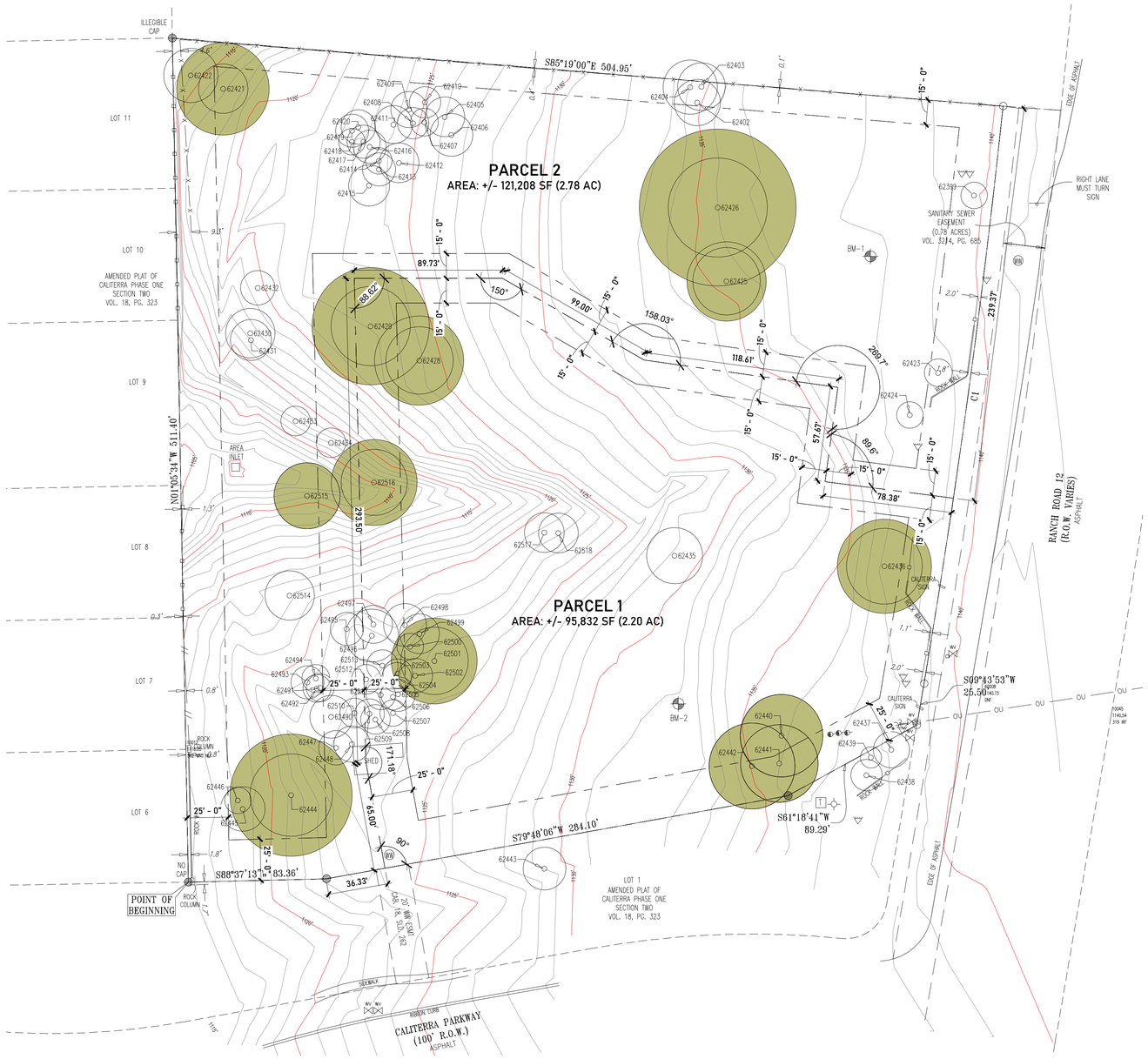
This location will make it possible for families and children who live further west of Canyon Ranch Rd to receive the highest level of early childhood education, in the most innovative private preschool setting. Consistent with our sister schools, The PREP School of Caliterra will offer a safe and secure environment that nurtures each child's individual needs. From our state-of-the-art facility to our exceptional educators and advanced curriculum, not a single detail at The PREP School of Caliterra has been overlooked.

Great schools are a huge factor in where families choose to live; we are excited to join this community along with the highly acclaimed Dripping Springs ISD. The PREP School will partner in education to provide the ultimate innovative preschool experience while encouraging children in learning, exploration, imagination, and creativity. The PREP objectives will ensure your child is MORE than prepared emotionally, physically, socially, and intellectually for the next chapter in early life, whether it's private or public elementary school.

Caliterra is a fast-growing master-planned community with amenities that promote community connection. The PREP School will join in this mindset and introduce the third premier private preschool in Dripping Springs for early childhood education and continue to build lasting relationships within the community.

# Supporting Materials

1. www.theprepschools.com
2. 2040 City of Dripping Springs Comprehensive Plan
3. DSISD Demographic Study
4. Caliterra Development Agreement
5. Impervious Coverage Letter
6. Lot Survey
7. Conceptual Site Plan
8. The PREP School Rendering




F1 **PROPERTY PLAN**
**1" = 40'-0"**

PLAN NORTH

## GENERAL SHEET NOTES

1. ALL SITE INFORMATION INCLUDING, BUT NOT LIMITED TO, PROPERTY LINES, METES & BOUNDS, CONTOURS, EXISTING BUILDINGS, EASEMENTS, TREES, WALKS, DRIVES, FENCES, ETC., TAKEN FROM SURVEY BY:

   CARLSON, BRIGANCE & DOERING, INC.
   5501 West William Cannon
   Austin, Texas 78749
   512-280-5160

2. IF THE CONTRACTOR FINDS ANY DISCREPANCY BETWEEN EXISTING CONDITIONS AND THOSE WHICH ARE SHOWN ON THE PLANS, HE SHALL IMMEDIATELY CONTACT THE ARCHITECT.
3. THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH ALL UTILITY ENTITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS.
5. MAKE ALL SLOPES OF WALKS AND DRIVES COMPLY WITH FINISH ELEVATION SHOWN ON CIVIL DRAWINGS. THE LINE OF SLOPE SHALL FORM STRAIGHT LINES BETWEEN FINISH ELEVATIONS WHEN POSSIBLE AND GRADING CONTOURS WHEN STRAIGHT LINES ARE NOT POSSIBLE. VERIFY ALL ELEVATIONS AND DIMENSIONS WITH DESIGNER ON JOB. REF. CIVIL.
6. ALL WALKS AND PLAZAS SHALL BE REINFORCED CONCRETE -REF. CIVIL FOR DETAILS. PROVIDE 1/2" EXPANSION JOINT AS SHOWN BY CIVIL OR AT 25'-0" O.C. MAX. AND AT ALL INSIDE CORNERS. PROVIDE TOOLED CONTROL JOINTS AT 5'-0" O.C.B.W. MAX. OR AS SHOWN. SEE CIVIL FOR TYPICAL WALK AND JOINT DETAILS.
7. PROVIDE 1/2" EXPANSION JOINT ALONG BUILDING FOUNDATION OR BRICK WHERE CONCRETE WALK IS PRESENT. REF. CIVIL DRAWINGS FOR TYPICAL DETAIL.
8. PROVIDE 1/2" EXPANSION JOINT ALONG BACK OF CONCRETE CURB WHERE WALK IS PRESENT. REFER TO CIVIL DRAWINGS FOR CURB DETAILS
9. CONTRACTOR SHALL REMOVE ALL EXISTING OBSTRUCTIONS TO NEW CONSTRUCTION, PAVING, WALKS, AND ALL OTHER SITE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO EXISTING TREES, FENCES, CONCRETE, ROCKS, DEBRIS, POSTS, VEGETATION, UTILITIES (AS NOTED), AND OTHER ITEMS AS NOTED FOR CONSTRUCTION.
10. REFER TO ELECTRICAL DRAWINGS FOR OUTDOOR LIGHTING REQUIREMENTS.
11. REFER TO CIVIL DRAWINGS FOR SITE GRADING PLAN, SITE UTILITY PLAN (INCLUDING FIRE HYDRANT LOCATIONS), EROSION CONTROL PLANS, AND CURB AND PAVING REQUIREMENTS AND DETAILS.
12. REFER TO CIVIL SHEETS FOR SITE GRADING CONTOURS. CONTRACTOR SHALL MAKE ALL CUTS AND FILLS REQUIRED TO ACCOMPLISH WORK SHOWN.
13. REFER TO CIVIL DRAWINGS FOR THICKNESS AND LOCATIONS OF ALL TYPES OF PAVING.
14. FIRE LANE STRIPING SHALL COMPLY WITH AHJ REQUIREMENTS AND NFPA.
15. PROVIDE DEDICATED STRUCTURAL 3000 PSI CONCRETE FOUNDATION PAD FOR ALL ON-SITE ELECTRICAL TRANSFORMERS OR EQUIPMENT. IF THE SERVICE PROVIDER HAS SPECIFIC REQUIREMENTS AND/OR SPECIFICATIONS, THEY MUST BE FOLLOWED.
16. PROVIDE DEDICATED STRUCTURAL 3000 PSI CONCRETE FOUNDATION PAD FOR ALL ON-SITE GENERATORS INCLUDING ASSOCIATED ENCLOSURES. ALSO PROVIDE FOR ANY OTHER MEP OR MISC. EQUIPMENT.

## HERITAGE TREE LIST

| NO. | SIZE | TYPE | HERITAGE |
|---|---|---|---|
| 62403 | 11"+7" MS | LIVE OAK | Y |
| 62421 | 12"+7"+6" MS | LIVE OAK | Y |
| 62425 | 17"+7" MS | LIVE OAK | Y |
| 62426 | 13"+12"+12"+10.5" MS | LIVE OAK | Y |
| 62428 | 14"+13" MS | LIVE OAK | Y |
| 62429 | 13"+12"+10.5" MS | LIVE OAK | Y |
| 62436 | 17"+11.5" MS | LIVE OAK | Y |
| 62437 | 11" | PERSIMMON | Y |
| 62440 | 25" | LIVE OAK | Y |
| 62441 | 23.5" | LIVE OAK | Y |
| 62442 | 26" | LIVE OAK | Y |
| 62444 | 13"+13"+11" MS | LIVE OAK | Y |
| 62501 | 14.5"+11.5" MS | LIVE OAK | Y |
| 62514 | 11.5"+8" MS | LIVE OAK | Y |
| 62515 | 20" | LIVE OAK | Y |
| 62516 | 15"+10" MS | LIVE OAK | Y |

Sunland GROUP
505 E. Huntland Dr., Suite 485
Austin | Texas | 78752
T: 512.494.0208
F: 512.494.0406
www.sunlandgrp.com

INTERIM REVIEW
THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF CLIFTON DALE AUSTIN, ARCHITECT TEXAS REGISTRATION NO. 17150 NOT FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES

Owner Project No.: 2025 0916

| NO: | DATE: | ISSUE DESCIPTION: |
|---|---|---|

THE PREP SCHOOL OF CALITERRA RANCH

RR 12 & CALITERRA PARKWAY

ZONING EXHIBIT - PROPERTY PLAN

| DESIGNED | DRAWN | CHECKED |
|---|---|---|
| JB | TS | JB |
| ORIGINAL SHEET SIZE | ISSUED FOR CONSTRUCTION DATE | REVISION NO. |
| ANSID22X34 | | |

PROJECT STATUS
ZONING

2024-XX
PROJECT NUMBER

C-1
SHEET NUMBER

F1 **SITE PLAN**
**1" = 40'-0"**

PLAN NORTH

## SITE LAYOUT NOTES

**PARCEL 1:**

PARCEL AREA = +/- 95,832 SF (2.20 ACRES)
IMPERVIOUS COVER AREA = +/- 52,832 SF
IMPERVIOUS COVER PERCENTAGE = +/- 55.1%
BUILDING FOOTPRINT = +/- 13,818 SF
TOTAL PARKING SPACES = 44
ADA PARKING SPACES = 2

**PARCEL 2:**

PARCEL AREA = +/- 121,208 SF (2.78 ACRES)
IMPERVIOUS COVER AREA = +/- 21,869 SF
IMPERVIOUS COVER PERCENTAGE = +/- 18.0%
BUILDING FOOTPRINT = +/- 4,876 SF
TOTAL PARKING SPACES = 18
ADA PARKING SPACES = 2

Sunland GROUP
505 E. Huntland Dr., Suite 485
Austin | Texas | 78752
T: 512.494.0208
F: 512.494.0406
www.sunlandgrp.com

**INTERIM REVIEW**
THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF CLIFTON DALE AUSTIN, ARCHITECT TEXAS REGISTRATION NO. 17150 NOT FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES

Owner Project No.: 2025 0916

# THE PREP SCHOOL OF CALITERRA RANCH

RR 12 & CALITERRA PARKWAY

| NO: | DATE: | ISSUE DESCIPTION: |
|---|---|---|

# ZONING EXHIBIT - SITE PLAN

| DESIGNED | DRAWN | CHECKED |
|---|---|---|
| JB | TS | JB |
| ORIGINAL SHEET SIZE | ISSUED FOR CONSTRUCTION DATE | REVISION NO. |
| ANSID22X34 | | |

PROJECT STATUS
ZONING

2024-XX
PROJECT NUMBER

C-2
SHEET NUMBER

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INTERIM REVIEW

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Owner Project No.: 2025 0916

# THE PREP SCHOOL OF CALITERRA RANCH

RR 12 & CALITERRA PARKWAY

| NO: | DATE: | ISSUE DESCIPTION: |
|---|---|---|

## ZONING EXHIBIT - RENDERINGS

| DESIGNED | DRAWN | CHECKED |
|---|---|---|
| JB | TS | JB |
| ORIGINAL SHEET SIZE | ISSUED FOR CONSTRUCTION DATE | REVISION NO. |
| ANSID22X34 | | |

PROJECT STATUS
ZONING

2024-XX
PROJECT NUMBER

C-3
SHEET NUMBER

DRIPPING SPRINGS
Texas
Open spaces, friendly faces.

# City of Dripping Springs Sign Ordinance Update 2025

| Location of Change | Change | Comments |
|---|---|---|
| **26.01.002 Purpose and Findings** | Added purpose and findings. | Assists with reasonable basis and municipal purpose for regulations. |
| **26.01.004 Summary of Regulations by Type** | Added sign chart reference – Appendix A. | Sign Chart has been available since the last comprehensive sign rewrite but this points to it at the beginning of the ordinance. |
| **26.01.006 Administration** | Added administration section for clarity related to sign administrator. | Sign Administrator handles most aspects of sign permitting. |
| **26.01.007 Violations and Penalties** | Violations and Penalties Reference | |
| **26.01.009 Authorized Signs without a Permit** | Clarified Vehicle Signs are allowed without a permit so long as it does not extend far above or around the vehicle<br><br>Moved directional signs to signs that require permits | Makes it easier to regulate since many vehicles have wraps now. The point of this regulation is to avoid using vehicles that are non-functional as signs without a permit. |
| **26.01.012 Compliance with Outdoor Lighting Ordinance** | Expanded authorization to use lighting in signs as it relates primarily to menu boards so long as the changes are not too often to be distracting | Updated in line with new technology, especially considering that the majority of menu signs are not visible from the right-of-way. |
| **26.01.016 Large Real Estate Signs** | Large Real Estate Signs – Separate Large and Small Real Estate Signs – Large signs require a permit | This change was made so that homeowners and others who want |

| | | |
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| | | to use a small sign do not need a permit, but larger signs that could cause safety or aesthetic issues do require a permit. |
| **26.01.017 Small Real Estate Signs** | Small Real Estate Signs – Separate Large and Small Real Estate Signs – Small signs do not require a permit and additional small signs can be used for each unit that is for lease or for sale | See above. |
| **26.02.001 Residential Districts** | Combined all types of Residential Monument Signs for ease of regulation and fees<br><br>Allows additional extensions of construction/development signs at one year intervals as long as the residential development is under construction.<br><br>Moved Traffic Control Signs to signs that do not require a permit. | Easier to regulate and fees are in line with how other building projects are treated.<br><br>Recognizes that construction projects can take more than 24 months. |
| **26.02.002 Multifamily Districts** | Combined all types of Multifamily Monument Signs for ease of regulation and fees<br><br>Allows additional extensions of construction/development signs at one year intervals as long as the residential development is under construction.<br><br>Moved Traffic Control Signs to signs that do not require a permit. | Easier to regulate and fees are in line with how other building projects are treated.<br><br>Recognizes that construction projects can take more than 24 months. |
| **26.02.004 Commercial Districts** | Clarifies what corner means for multiple signs – customer entrances.<br><br>Allows additional extensions of commercial district construction/development signs at one year intervals as long as the residential development is under construction.<br><br>Restaurant Menus – allows lighted signs in reference to technology that allows for screened restaurant menus. Also allows lanes for both | This helps with making sure it is clear where a "corner" is and to reflect the purpose of the additional signage – visibility. |

| | | |
|---|---|---|
| | pedestrian and vehicular lanes. Finally, allows 2 restaurant menus by right because that is currently the norm and the menu signs are not facing the right-of-way. | |
| **26.02.005 Industrial, light industrial, government, utility, institutional, public recreation, public park or preserve, and agriculture.** | Allows daily display signs in industrial/gui/parks without permits | Matches other districts. |
| **26.02.007 Banners** | Allows Banners that are attached to buildings or fences to remain so long as they are in good condition rather than being limited to certain times per year.<br><br>Banners that are attached to poles or similar items may only stay for up to three months a year.<br><br>Added a small commercial banner of 24 sq ft all of the time so long as it is in on nonresidential property and securely fixed to a wall, fence, or building | Easier to regulate and assists businesses with allowing them to keep banners that are in good condition. |
| **26.03.001 Permit Required** | Removed reapplication process/fee for sign applications.<br><br>Removed duplication of list of application materials, while eliminating the required site visit where that is not needed.<br><br>References licensed electrician as needed only where a sign has electrical components. | Reapplication for signs takes less time and effort than other types of reviews. |

| | | |
|---|---|---|
| **26.03.003 Variances** | Removes reference to changeable copy/led signs now that they are allowed by right with a permit.<br><br>Added variances for fees as an item that the Sign Administrator can approve or deny. Any sign administrator decision on variances may be appealed to city council. | LED signs related to menus and gas stations are regularly approved so they will be allowed by right so long as they are not outward facing. |
| Throughout | Remove reference to permit stickers. | The building department does not use these anymore. Their software and in the field technology is able to judge whether a sign has a permit and when it was approved. |

CITY OF DRIPPING SPRINGS, TX

**ORDINANCE NO. 2025-_____**

**AN ORDINANCE AMENDING CHAPTER 26 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 26.02 SPECIFIC SIGN REGULATIONS BY DISTRICT; ALLOWING NEW SMALL BANNERS; ALLOWING ADDITIONAL ELECTRONIC SIGNS; REMOVING REQUIREMENT FOR SOME VARIANCES AND PERMITS; SIMPLIFYING APPLICATION PROCESS; AND REMOVING SHORT TERM TEMPORARY SIGNS; AND OTHER RELATED CHANGES: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**

**WHEREAS,** the City Council of the City of Dripping Springs ("City Council") seeks to support businesses and promote economic development within the municipality; and

**WHEREAS,** the City Council finds that allowing additional banners and electronic signs on nonresidential property and lessening variance and permit requirements will assist owners of nonresidential property to maintain visibility within the community; and

**WHEREAS,** the City Council has determined that reasonable rules and regulations governing the placement of signs are necessary to maintain the aesthetic quality and safety of the City; and

**WHEREAS,** pursuant to Chapters 211 and 216 of the Texas Local Government Code, the City has the authority to regulate signs; and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has 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 Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City.

**WHEREAS,** after public hearing held by the City Council on October 21, 2025, the City Council voted to approve the ordinance; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Dripping Springs, Texas, that:

## SECTION 1. FINDINGS OF FACT

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

## SECTION 2. AMENDMENT

Chapter 26 of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any double underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment "A".

## SECTION 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

## SECTION 5. SEVERABILITY

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

## SECTION 6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.003 of the Texas Local Government Code, as well as publish in the official newspaper as authorized by Section 52.011 of the same code.

## SECTION 7. EFFECTIVE DATE

This ordinance shall take immediate effect upon the date of final passage noted below, or when all applicable publication requirements are satisfied in accordance with the City Code of Ordinances and the laws of the State of Texas.

## SECTION 8. PROPER NOTICE & MEETING

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

**PASSED & APPROVED this, the ___ day of _____, 2025, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Dripping Springs, Texas.**

CITY OF DRIPPING SPRINGS:

By: _____
Bill Foulds Jr., Mayor

**ATTEST:**

_____

Diana Boone, City Secretary

**ATTACHMENT "A"**

## Sec. 26.01.001 Title.

This chapter shall be known as the "sign ordinance."

## Sec. 26.01.002 Purpose and Findings.

The City adopts this ordinance pursuant to Tex. Loc. Gov't Code Chapter 216. The City Council finds that signs affect public safety, community aesthetics, and economic vitality. Reasonable regulation of signs promotes traffic safety, supports local business visibility, and maintains the character of neighborhoods, while respecting constitutional free speech protections.

## ~~Sec. 26.01.002~~Sec. 26.01.003 Geographic scope and applicability.

This chapter applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ) as it exists at the time this chapter is adopted and as may be modified in the future. All signs must comply with this Chapter, the Outdoor Lighting Ordinance, the Building Code, and all other applicable codes.

## Sec. 26.01.004 Summary of Sign Regulations by Type.

Appendix A Chart of Sign Design Standards following this code summarizes regulations for each sign type. In the event of an inconsistency between the Chart of Sign Design Standards and the remainder of this ordinance, the latter shall prevail.

## ~~Sec. 26.01.003~~Sec. 26.01.005 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant*. The person or entity requesting sign permit approval, a variance, or a master sign plan from the city.

*Arterial street*. Arterial streets are designed to carry high volumes of through traffic. A principal traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the area adjacent thereto and to act as a principal connecting street with state highways.

*Awning*. A cloth, plastic, or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use. This term does not include canopies.

*Balloon signs*. Any inflatable, three-dimensional sign, with or without letters, symbols, or numbers, that is either expanded to its full dimensions or supported by gases contained within the sign at a pressure greater than atmospheric pressure.

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[1]State law reference(s)—Authority of municipality to regulate signs, V.T.C.A., Local Government Code, ch. 216.

*Billboard sign*. A sign that is freestanding, attached to or part of a building, and is an off-premises sign that is designed for a change in copy, so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed sign face.

*Building*. Any structure built for the support, shelter, and enclosure of persons, animals, goods, or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

*Changeable copy sign*. A sign on which message copy is changed manually through the utilization of changeable letters, numbers, symbols, and other similar characters or pictorial panels.

*Commercial districts*. Commercial districts include areas zoned office, local retail, general retail, and commercial services, property in a planned development district that allow for a commercial use, or property in the ETJ that is appraised as commercial property.

*Construction/development sign*. A commercial sign placed on a piece of property advertising planned construction and providing related information, including but not limited to the name of the contractor, the name of the owner, the planned date of completion, and information indicating the future use or occupation of the site.

*Daily display sign*. An A-framed, hinged, folding sign that is freestanding and portable and that is not affixed to a base or pole structure. A daily display sign can be in the form of a board or an easel.

*Dilapidation*. Dilapidation includes any sign where elements of the sign area or background have portions of the finished material missing, broken, or illegible; where the structural support is visibly bent, broken, dented, rusted, corroded, or loose; or where the sign or its elements are not in compliance with the adopted electrical code and/or the building code.

*Directional signs*. Any sign with on a property zoned or used for a commercial purpose that includes directional information to the site of the sale, rent, or lease of goods, services, or property.

*Electronic sign*. Any sign for which the text, letters, numbers, pictures, or symbols forming the informational portion of the sign consists of flashing, intermittent, or moving lights, including any LED screen or any other type of video display. Illumination of a sign, by itself, does not create an electronic sign.

*ETJ*. Extraterritorial jurisdiction of the city as created and authorized under chapter 42 of the Texas Local Government Code or as been added by request or other manner.

*Facade*. The principal face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

*Feather banner*. A sign that is constructed of lightweight material (such as cloth, canvas, or vinyl) affixed to a pole or building which is similar to a flag, except that it is longer than it is wide. A feather banner resembles a feather, in that it is tall and narrow, having more surface area vertically than horizontally when fully extended.

*Freestanding*. A sign that is not attached to a wall or building. A sign that is supported by a structure primarily designed for display of the sign.

*Government sign*. A government sign is a sign that is constructed, placed, or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by the federal, state, or local government, including a water district, either directly by the governmental entity or to enforce a property owner's rights. Local government includes any political subdivision including the county, the city, the school district, the water district, or an emergency services district.

*Hanging sign*. A sign that is affixed to the underside of a roof, canopy, awning, or porch.

*Height.*

(1) Except as applied to a monument sign, height refers to the vertical distance between the highest attached component of the sign or of its supporting structure (whichever is higher) and the lowest attached component of the sign or of its supporting structure (whichever is lower).

(2) As applied to a monument sign, height refers to the vertical distance between the highest attached component of the sign or of its supporting structure (whichever is higher) and the natural grade of the ground at the point where the sign is located.

(3) If any sign, temporary or permanent, sits on property that is adjacent to a public right-of-way, and the natural grade of the property is lower than the average grade of the public right-of-way, the responsible party may raise the grade of the property on which the sign is located up to four feet, in accordance with zoning and all other ordinances, and height will be measured from the highest attached component of the sign or of its supporting structure (whichever is higher) and the increased grade. The responsible party may only increase the grade an amount equal to the difference between the average grade of the right-of-way and the natural grade of the property on which the sign is located. A responsible party may also apply for a variance from the sign administrator to raise the height of the sign.

*Hill country style*. Buildings of simple design, using native materials, incorporating wide overhangs, porches, and tall windows.

*Historic district*. The business and residential area designated by the historic district ordinance.

*Indirect illumination or lighting*. A light source not seen directly. The term includes a source of illumination which is not a part of the sign or the sign structure, which provides light for the sole purpose of making the sign visible when natural light is not sufficient. Indirect illumination can include internal illumination, if such illumination is also compliant with the outdoor lighting ordinance.

*Inflatable sign*. An inflatable device, with or without a message, figure, or design attached to its surface designed to attract attention.

*Logo*. Graphic symbols used to represent or identify a commercial, institutional, or nonprofit entity or organization.

*Marquee sign*. A canopy or covering structure bearing a signboard or copy projecting from and attached to a building.

*Master sign plan*. A comprehensive document containing specific regulations for an entire project or property's signs.

*Mobile food establishment/mobile food vendor*. A vehicle-mounted food establishment that is readily moveable.

*Monument sign*. A sign permanently affixed to the ground at its base or by poles that are enclosed by natural stone, stucco, brick, or wood and not mounted to a part of a building. Pole(s) may be used to construct a monument sign so long as the poles are not visible below the sign.

*Natural colors (earth tones)*. Colors that are muted and flat in an emulation of the natural colors found in dirt, moss, trees and rocks, including browns, tans, grays, greens, oranges, whites, blues and some reds.

*Nonconforming sign*. A sign lawfully in existence on the date the provisions of this chapter are adopted that do not conform to the provisions of this chapter, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained.

*Off-premises sign*. Any commercial sign that advertises a business, person, activity, goods, products, real property, or services not located on the property where the sign is installed, or that directs persons to a location other than the property where the sign is located.

*Outdoor lighting ordinance*. Article 24.06 of the City of Dripping Springs Code of Ordinances that applies to all signs whether within the city limits or in the ETJ.

*Pedestrian elements*. Any furniture, fencing, gates, benches, trash cans, poles, or any other type of structure that benefits pedestrian use of an area.

*Pole sign*. A sign that is permanently supported in a fixed location by a structure of poles, posts, stakes, uprights, or braces from the ground and is not supported by a building, fence, vehicle, base structure, or other support.

*Portable sign*. Any sign without a permanent foundation, or otherwise permanently attached to a fixed location, that can be carried, towed, hauled, or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability. Daily display signs as defined below are excluded from this definition.

*Property owner*. The owner of the property on which a sign is located. A lessor may have the same rights and authority as the property owner if given such authority through written agreement with the property owner.

*Residential development*. A residential building project that includes multiple residences, also referred to as a neighborhood or subdivision.

*Residential district*. Residential district is property zoned as single-family by the city's zoning code including SF-1; SF-2; SF-4; and SF-5 as defined in chapter 30, exhibit A, section 3.1 of the Code of Ordinances, any property within a planned development district that allows a residential use, and any property in the ETJ that is appraised as residential property.

*Responsible party*. The owner/operator of the business being identified on the sign; the owner of the property upon which the sign or sign structure is located; the owner of the sign or sign structure; the person who installs a sign or sign structure, contracts with or directs a person to accomplish the installation; and/or the person who retrieves a sign from the impound.

*Restaurant menu*. A sign on the outside of a restaurant or other food service establishment that advertises the sale of food items.

*Right-of-way*. The area on, below, or above a public road, highway, street, public sidewalk, alley, waterway, or utility easement in which a governmental entity has an interest.

*Roof sign*. A sign that is displayed about the eaves and under the peak of a building. This term includes a sign painted, erected, constructed, or maintained on the roof of a building.

*Sign*. A structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used that includes text or images designed to communicate. Signs located completely within an enclosed building and not exposed to view from a street shall not be considered a sign. Each display surface of a sign or sign face shall be a sign.

*Sign administrator*. The officer appointed by the city council with the authority to enforce this chapter in conjunction with the city building department. The sign administrator or designee shall review sign regulations and applications for variances and master sign plans. In the absence of designation by the city council, the city administrator shall serve as the sign administrator. The term also includes any person designated to act on behalf of the sign administrator.

*Sign face*. The entire display surface area of a sign upon, against, or through which copy is placed.

*Signable area*. The total surface including frame and mounting. The actual area of the sign shall be calculated using trigonometric methods when the sign is not a simple rectangle. The allowed area of the sign as stated in the ordinance equals one side of a freestanding back-to-back sign, provided the freestanding sign's sides are back-to-back or angled with no greater separation between sides at its widest point than four feet and provided that both sides have the identical sign. Frame and mounting shall not exceed 30 percent of the total surface area of sign. When referring to area limitations of monument signs, area and signable area refers to an area within a continuous perimeter that includes the sign structure as well as the lettering, illustrations, ornamentations, or other figures, but does not include the sign base. Required landscaping does not count towards signable area.

*Temporary sign*. A banner, pennant, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that appears to be intended or is determined by the sign administrator or the administrator's designee to be displayed for a limited period.

*Vehicle sign*. Any sign attached to or displayed on a vehicle.

*Vending machine*. Any sign integrated into or placed on a coin, cash, credit card, or debit card operated self-service machine that dispenses such goods or services as propane cages, ice, DVDs, or cash automated teller machines (ATMs).

*Wall sign*. A sign attached to, painted on, or erected against the wall of a building or structure, or on the fence or detached wall on the same property as the building, with the exposed face of the sign in a plane parallel to the face of the wall and not projecting more than nine inches from the face of the wall at any point.

*Window signs*. Signs that are painted on, etched in, attached, pasted, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public or private roadways. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

## Sec. 26.01.006 Administration.

The Sign Administrator, appointed by City Council, shall administer and enforce this Chapter. The Administrator may issue permits, interpret provisions, and grant variances consistent with Sec. 26.03.005.

## Sec. 26.01.007 Violations and Penalties.

Violations of this Chapter are subject to enforcement under the City Code and Texas, Local, Government Code Chapter 216. Each day a violation continues constitutes a separate offense. Remedies include fines, removal, and injunctive relief.

## ~~Sec. 26.01.004~~Sec. 26.01.008 Authorized signs without a separate permit.

The following signs authorized under this section are authorized in every zoning district or property in the ETJ without a permit, unless specifically required below:

(1) Government signs including signs placed by the city, county, state, or federal governing in their governmental capacity which are not otherwise prohibited.

(2) Traffic-control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic-Control Devices.

(3) Signs required by this chapter.

(4) Signs required by other law, including federal, state, or local law, including a sign that a property owner is required to post on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically; the owner must comply with the federal, state, or local law to post a sign on the property.

(5) Official governmental notices and notices posted by governmental officers in the performance of their duties for regulatory purposes such as neighborhood crime watch areas, to identify streets, or to warn of danger including those placed by the city, county, water district, or other governmental entity.

(6) Signs displayed on trucks, buses, trailers, mobile food vendors, or other vehicles that are attached to a vehicle where no portion of the sign is not affixed to the vehicle itself and does not extend more than eighteen (18) inches from the body of the vehicle itself ~~less than 32 square feet~~ and are being operated as motor vehicles, provided that the primary purpose of the vehicles is not for display of signs and provided that they are parked in areas appropriate to their use as vehicles, are in operable condition,

and carry a current and valid license plate and state inspection tag. Vehicle signs shall conform to the following restrictions:

(A) Vehicular signs shall contain no flashing or moving elements;

(B) Vehicular signs shall not be attached to a vehicle so that the driver's vision is obstructed from any angle;

(C) Signs, lights and signals used by authorized emergency vehicles shall not be restricted;

(D) Any mobile food vendor who is required to obtain a conditional use permit pursuant to article 30.05 of this code shall submit their sign requests, including the signage on the vehicle itself, with its permit application. Signage allowance shall be considered alongside the permit application.

(7) Vending machine signs where the sign face is not larger than the normal dimensions of the machine to which the sign is attached.

(8) Memorial signs or tablets when cut into any masonry surface or attached to a building when constructed of bronze or other metal up to six square feet as part of a building.

(9) Any sign wholly within the confines of a building, and oriented to be out of view from outside the building.

(10) Any sign wholly within the confines of a sports field or court and oriented to be out of view from outside the field or court. No sign under this section may be larger than 32 square feet. The maximum height for a field sign shall not exceed six feet.

(11) A noncommercial sign that is carried by a person or is a bumper sticker on a vehicle.

(12) Business-related signs on or visible through doors or windows indicating: Store hours, security systems, trade organization memberships, credit cards accepted, no solicitation, and open/closed. These signs will not count towards the cumulative signable area limits so long as their total cumulative signable area does not exceed five square feet.

(13) Traffic-control signs other than uniform traffic-control devices (see definition of MUTCD in section 16.03.006) upon private residential property shall be required if needed for directional or public safety purposes as determined by the emergency services district and city administrator. All vehicular traffic-control signs shall not exceed two square feet and no part of the sign shall extend above six feet from average grade. Lighting for such signs may only be indirect and shall comply with the city's outdoor lighting ordinance.

(14) Banners are not required to have a permit so long as they meet the requirements in Section 26.02.007.

(15) Parking signs adjacent to parking spaces on nonresidential property are allowed without a permit so long as they are a maximum of six feet in height and four square feet in area.

~~(13) Directional signs, up to four signs on a property where the sign is for providing direction to commercial use and may include the logo or name of business but shall not be taller than four feet in height and the sign area shall not be more than four square feet. These signs may be pole, wall, or monument signs.~~

### ~~Sec. 26.01.005~~Sec. 26.01.009 Prohibited signs.

(a) All signs are prohibited in the city limits and the ETJ unless:

(1) Constructed, maintained, structurally altered, or improved pursuant to a valid permit when required under this chapter; and

(2) Expressly authorized under this chapter.

(b) Signs which cannot be expressly authorized include:

(1) Signs, except government signs, located in or projected over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way, except when attached to and projecting no more than 18 inches from a building wall legally located at or near the right-of-way line in the city limits or in the ETJ.

(2) Portable signs.

(3) Electronic signs that have changes in screen image more than once an hour.

(4) Off-premises signs (including billboards) containing commercial advertising of goods, real property, or services.

(5) Signs with lights that blink, fluctuate, or move. Light rays must shine only upon the sign and upon the property within the premises.

(6) Signs, other than government or traffic-control signs, of a size, location, movement, coloring, or manner of illumination which may be confused with or construed as a traffic-control device or which hide from view any traffic or street sign or signal.

(7) Signs, other than flagpoles, that are taller than 15 feet.

(8) Signs that are attached to any utility pole or wire, traffic sign, or public easement or are placed on government-owned property unless placed by written permission of the governmental entity.

(9) Signs that obstruct any fire escape, required exit, window, or door opening intended as a means of egress.

(10) Boxes, tires, or other goods stored in view of the street, etc. which have large product identification that serves as a sign.

(11) Feather banners.

(12) Commercial signs or advertising materials that are worn, held, or attached to a person's body advertising the sale of goods, real property, or services.

(13) Balloon signs.

(14) Inflatable signs.

(15) Banners on residential property.

(16) Pennants.

(17) Pole signs except as otherwise specifically allowed.

(18) Roof signs (including signs that are otherwise authorized but are placed on a roof or on a mobile food vendor or vehicle).

(19) Marquee signs.

(20) Changeable copy signs.

(21) Signs placed or attached to trees, bushes, planters, benches, or other pedestrian elements.

(22) Signs on trash receptacles except for signs that are required by law, provide direction on the trash receptacle's use, provide safety instructions, or are otherwise customarily found on trash receptacles as a means of identifying the trash collection company.

(23) Flags with a commercial message.

(c) A violation of this section is an offense under section 26.05.002.

## ~~Sec. 26.01.006~~Sec. 26.01.010 Lessors.

For purposes of this chapter, the lessor of a property is considered the property owner as to the property if the lessor holds a right to use that exclusive of others (or the sole right to occupy). If there are multiple lessors of a property, then each lessor must have the same rights and duties as the property owner as to the property the lessor leases and that the lessor has the sole right to occupy, and the size of the property must be deemed to be the property that the lessor has the sole right to occupy under the lease. Written authorization from property owner to place signage onsite may be required.

## ~~Sec. 26.01.007~~Sec. 26.01.011 Permit required.

A sign permit is required prior to the display and erection of any sign except as otherwise provided in this chapter.

## ~~Sec. 26.01.008~~Sec. 26.01.012 Compliance with outdoor lighting article.

(a) Reflective surfaces. Glare-producing surfaces on signs are not allowed.

(b) All lighting of signs shall be indirect illumination as defined herein. No sign shall be illuminated, in whole or in part, where the illumination is intermittent or varies in color or intensity ~~from time to time~~ or appears to be emergency lighting similar to public safety vehicles. Variation in intensity or color is allowed if such change occurs less than once an hour and is static the remainder of the time. The use of searchlights is prohibited. Changeable electronic variable message signs (CEVMS), ~~electronic signs, and light emitting diode (LED)~~ signs are prohibited if facing or visible from a roadway.

(c) All signs shall be compliant with the city's outdoor lighting ordinance, article 24.06 of this code.

(d) A violation of subsection (a) above is an offense under section 26.05.002.

## ~~Sec. 26.01.009~~Sec. 26.01.013 ~~Sec. 26.01.009.~~ Wind pressure and dead loads.

Any sign that requires a permit shall be designed and constructed to withstand wind pressures and receive dead loads if the structure is required to comply with the International Building Code (IBC) as adopted by the city.

## ~~Sec. 26.01.010~~Sec. 26.01.014 ~~Sec. 26.01.010.~~ Applicability of other codes not in conflict.

All signs erected or maintained pursuant to the provisions of this chapter shall be erected and maintained in compliance with all applicable state laws and with the building code, zoning ordinance, outdoor lighting ordinance, historic district requirements, comprehensive plan, and other applicable ordinances of the city.

## ~~Sec. 26.01.011~~Sec. 26.01.015 ~~Sec. 26.01.011.~~ Noncompliant signs prohibited.

It is an offense for a person to install, maintain, repair, alter, or relocate a sign within the city limits or ETJ, except in accordance with the provisions of this chapter. It is an offense for a person in the city or its ETJ to have any sign located on the person's property in violation of this chapter. A violation of this section is an offense under section 26.05.002.

## ~~Sec. 26.01.012~~Sec. 26.01.016 ~~Sec. 26.01.012.~~ Large r~~R~~eal estate signs.

(a) Only one nonilluminated real estate sign shall be permitted per lot that is for sale or lease, except that two nonilluminated real estate signs shall be permitted if it is a corner lot.

(b) The maximum area of a sign shall not exceed ~~six~~ thirty-two (32) square feet.

(c) The maximum height for a sign shall not exceed ~~three~~ eight feet.

(d) Real estate signs advertising the sale or lease of property shall be removed at the completion of the transaction advertised ~~or within 24 months, whichever comes first, unless the 24-month term is extended by the sign administrator~~.

(e) ~~A real estate sign of up to 32 square feet may be erected, but the~~The owner of the property must apply for a permit before erecting such a sign. If the sign is placed more than twelve months, an annual renewal of the sign permit is required. The sign must be kept in good condition. ~~The maximum height for a real estate sign shall not exceed eight feet.~~

~~(f) A real estate sign that is larger than six square feet requires a permit.~~

(fg) If multiple units are available for lease on a single property or property ownership is structured as a condominium project, the property may have smaller signs (not to exceed six square feet in area or six feet in height) for each individual unit provided the individual signs are not legible from the public right-of-way (i.e., street). Neither a permit nor a permit fee is required for these smaller, individual signs.

**Sec. 26.01.017 Small real estate signs**

(a) Only one nonilluminated real estate sign shall be permitted per lot that is for sale or lease, except that two nonilluminated real estate signs shall be permitted if it is a corner lot.

(b) The maximum area of a sign shall not exceed six square feet.

(c) The maximum height for a sign shall not exceed three feet.

(d) Real estate signs advertising the sale or lease of property shall be removed at the completion of the transaction advertised. The sign must be kept in good condition.

(e) A small real estate sign does not require a permit.

(f) If multiple units are available for lease on a single property or property ownership is structured as a condominium project, the property may have multiple small real estate signs for each individual unit. Neither a permit nor a permit fee is required for these smaller, individual signs.

## *ARTICLE 26.02. SPECIFIC SIGN REGULATIONS BY DISTRICT*

### Sec. 26.02.001 ~~Sec. 26.02.001.~~ Residential districts.

No sign shall be permitted or allowed in a residential district as defined in this article unless it meets the following standards:

(1) Types of signs allowed with a permit.

(A) Residential developments. For residential developments (including subdivision identification) a residential development may have one or more monument signs as described below. The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code. The maximum size and number of signs that the owner or owners of the residential development may erect and maintain at the entrances to the development shall be controlled according to the following:

(i) Residential developments—Monument identification sign ~~(small)~~. ~~Four acres or less in area may have a monument sign or signs with a total sign area of no more than 18 square feet at each entrance onto an arterial not to exceed six feet in height. Signable area only~~

~~includes the portion of the sign that includes copy or other design. The address on any sign shall have lettering for the address shall be at least six inches in size.~~

~~(ii) Residential developments—Monument identification sign (large). Over four acres may have a~~A monument sign or signs ~~which~~ may have a total area of no more than 24 square feet not to exceed six feet in height at each entrance onto an arterial. Signable area only includes the portion of the sign that includes copy or other design. The address on any sign shall have lettering for the address shall be at least six inches in size.

(ii~~i~~) Before a residential construction/development sign may be installed under this section, the sign permit application shall be reviewed by the city building department for completeness and compliance with state and city codes.

(iii~~v~~) Residential construction/development sign. When a subdivision has been released for construction, one construction/development sign per subdivision entrance which shall not exceed 48 square feet in area or eight feet in overall height may be placed at each subdivision entrance after applying for and receiving a sign permit.

a. A sign under this section may be a pole sign or a monument sign.

b. A sign permitted under this subsection must be removed when the entire development is constructed or when active construction has ceased for more than twelve (12) months. If the sign is placed more than twelve months, an annual renewal of the sign permit is required. The sign must be kept in good condition.~~or 24 months, whichever comes first.~~

c. The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.

d. If a subdivision owner wishes to place model home, selling point, or other temporary signs to advertise the lots within the subdivision, application for a master sign plan is encouraged in lieu of submission of multiple requests for variances.

(iv) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(2) Signs on individual lots.

(A) Flags. Flags are authorized to be placed on residential property without a permit, including two flags with noncommercial messages and one flagpole per premises shall be allowed on each lot. The higher flag may be a maximum of five feet by eight feet in area. A second, lower flag, if any, may be a maximum of 25 square feet in area. The flagpole must be a maximum of 25 feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flagpoles must meet the minimum yard setback requirements for a principal building. Flags may be illuminated in accordance with section 24.06.010 of this code.

(B) Other signs. Signs, including a wall sign or monument sign (unless specifically designated otherwise by this article), allowed at any time on any property without a permit:

(i) A property owner may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time which has a noncommercial message.

(ii) A property owner may place a sign of any type at any time that:

a. Is four square feet in size; and

b. Contains a noncommercial message.

(iii) A person having a legal home occupation may display one additional sign on the face of the building or porch. The sign shall be attached directly to, and parallel to, the face of the building or porch. The sign shall not exceed four square feet in sign area, shall not be illuminated in any way, and shall not project more than six inches beyond the building or porch. No permit is required.

(3) General regulations for signs on individual lots.

(A) No sign may be placed on a residential lot without the consent of the property owner or a lessor who has been given authority to place a sign on the property by written agreement of the property owner.

(B) Other than those signs specifically authorized under this section, a sign under this section shall not be illuminated, electronic, digital, or contain moving elements.

(C) Unless otherwise specified in this section, permitted signs may be placed anywhere on the premises except in a required side yard within the street or utility right-of-way, or within any other form of public easement.

(D) Height: The following maximum heights shall apply to signs on individual lots in a residential district:

(i) Unless otherwise specified in this section, if ground-mounted, the top must not be over four feet above the ground; and

(ii) If building mounted, the sign must be flush-mounted and must not project above the roofline.

(E) Each residential lot or unit shall display an address sign. The letters, numbers, and symbols that make up a residential address sign must be a minimum of six inches in height and shall not be larger than eight inches in height or which meet the fire code adopted by the city. Address signs must be visible from an adjacent right-of-way for the primary structure on each piece of property.

(F) One additional temporary sign that may be up to nine square feet in size may be located on the owner's property at any time. A permit for this sign is not required. This section does not limit the content on the additional temporary sign.

(G) ~~Traffic-control signs other than uniform traffic-control devices (see definition of MUTCD in section 16.03.006) upon private residential property shall be required if needed for directional or public safety purposes as determined by the emergency services district and city administrator. All vehicular traffic-control signs shall not exceed two square feet and no part of the sign shall extend above six feet from average grade. Lighting for such signs may only be indirect and shall comply with the city's outdoor lighting ordinance.~~

~~(H)~~ Properties in the ETJ that are appraised as residential and that contain single-family units shall comply with this section.

## Sec. 26.02.002. Multifamily residential district (MF).

No sign shall be permitted or allowed in a multifamily residential district unless it meets the following standards:

(1) Types of signs allowed with a permit.

(A) Multifamily residential complex sign. The maximum size and number of signs that the owner or owners of the residential development may erect and maintain at the entrances to the development shall be controlled according to the following:

(i) Multifamily residential complex sign ~~— Small.~~ Multifamily residential ~~complexes with 20 units or less in area may have a monument sign or signs with a total area of no more than 18 square feet not to exceed six feet in height at each entrance to the complex. The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code.~~

~~(ii) Multifamily residential complexes with over 20 units~~ may have a monument sign or signs which have a total area of no more than 24 square feet not to exceed six feet in height at each entrance to the complex. The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code.

(ii~~i~~) Before a residential complex sign may be installed under this section, the sign permit application shall be reviewed by the city building department for completeness and compliance with state and city codes.

(iii~~v~~) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(B) Multifamily construction/development sign. When a multifamily project has been released for construction, one construction/development sign per subdivision entrance which shall not exceed 48 square feet in area or eight feet in overall height may be placed at each subdivision entrance after applying and receiving a sign permit.

(i) A sign under this section may be a pole sign or a monument sign.

(ii) A sign permitted under this subsection must be removed when the entire development is constructed ~~or 24 months, whichever comes first.~~ or when active construction has ceased for more than twelve (12) months. If the sign is placed more than twelve months, an annual renewal of the sign permit is required. The sign must be kept in good condition.

(iii) The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.

(iii~~v~~) If a subdivision owner wishes to place model home, selling point, or other temporary signs to advertise the lots within the subdivision, application for a master sign plan is encouraged in lieu of submission of multiple requests for variances.

(C) Multifamily identification sign (wall or hanging). There may be one sign no larger than fifteen (15) square feet in sign area identifying the complex and placed flush on the wall near the office entrance or, as an alternative, one hanging sign containing no more than eight square feet in sign area may be erected. The address shall be in lettering at least six inches in height.

(2) Types of signs allowed without a permit. Individual lessees or owners of units within multifamily housing may also display any sign allowed in a residential district, so long as:

(A) Sign is allowed by owner of multifamily housing if property is owned separately; and

(B) Sign is displayed within the area owned or leased by individual.

(3) Properties in the ETJ that are appraised as residential and that contain multifamily units, including a building or portion thereof which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or residence of three or more families must comply with this section.

## Sec. 26.02.003. Manufactured home district (MH).

No sign shall be permitted or allowed in a manufactured home district unless it meets the following standards:

(1) Types of signs allowed with a permit.

(A) Manufactured home park identification monument sign. One monument sign or wall sign not more than 24 square feet in sign area not to exceed six feet in height may be erected on the property of the manufactured home park at each entrance to an arterial and may be indirectly lighted.

(i) The monument sign shall be located at least eight feet from the right-of-way and may be indirectly lighted to the extent allowed by article 24.06 of this code. Sign placement must comply with any additional setback that may be prescribed by the sign administrator or city building department when there is a potential safety issue.

(ii) This sign requires a permit.

(iii) Landscaping: A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(iv) An address listed on a sign shall have lettering that is at least six inches in height.

(2) Types of signs allowed without a permit. Individual lessees or owners of manufactured homes within a manufactured home park may also display any sign allowed in a residential district, so long as:

(A) Sign is allowed by owner of manufactured home park if the property is owned separately.

(B) Sign is displayed within the area owned or leased by an individual.

(C) Properties in the ETJ that are appraised by the county appraisal district as residential and that contain a unified development of manufactured home sites, plots, or stands as arranged on a large tract under single ownership and designed to accommodate manufactured homes for a long-term duration must comply with this section.

## Sec. 26.02.004. Commercial districts.

No signs shall be permitted or allowed in a commercial district unless they meet the following standards:

(1) Types of signs allowed with a permit.

(A) Commercial wall sign.

(i) Only one wall sign is permitted per business on each property, two wall signs may be permitted if a business:

a. Is within a multiunit property;

b. Takes up an entire building; and

c. Is on a corner or has two public entrances/exits into the building on different sides of the building in which it is located.

(ii) The total area on any such sign shall not be larger than 75 percent of the area of the storefront for the leased or owned area.

(iii) The total length on any such sign shall not exceed 75 percent of the storefront width for the leased or owned area.

(iv) The total signable area of the wall sign for each business shall not exceed 64 square feet in a nonresidential zoning district.

(v) No wall sign shall extend, either above the roof of the building or beyond the wall to which it is attached by more than four feet at the point of attachment. In no instance shall the height of the sign exceed the maximum building height established for the zoning district.

(vi) A wall sign attached to a building on private property shall not extend over any public land except a sidewalk adjacent to the building.

(vii) An address listed on a sign shall have lettering that is at least six inches in height.

(B) Commercial hanging sign.

(i) The maximum area of a hanging sign shall not exceed eight square feet.

(ii) The total length on any such sign shall not exceed 75 percent of the storefront width for the leased or owned area.

(iii) The clearance from the ground to the bottom of any hanging sign must be at least seven feet.

(iv) Only one hanging sign is permitted per property unless the property is a corner lot or has two public entrances/exits into the building on different sides of the building, in which case two hanging signs are permitted.

(v) An address listed on a sign shall have lettering that is at least six inches in height.

(C) Commercial construction/development sign. When a commercial lot is under construction, one sign per commercial development entrance which shall not exceed 64 square feet in area or eight feet in overall height may be placed at each entrance after applying and receiving a sign permit.

(i) A sign under this section may be a pole sign or a monument sign.

(ii) A sign permitted under this subsection must be removed when 80 percent of the commercial property is constructed or when active construction has ceased for more than twelve (12) months. If the sign is placed more than twelve months, an annual renewal of the sign permit is required. The sign must be kept in good condition. ~~or 12 months after the original sign permit is issued, whichever comes first.~~

(iii) The property owner or other responsible party shall be responsible for the maintenance, removal, and compliance requirements of such signs.

(D) Commercial monument sign-individual business for use by a single business.

(i) The area of a monument sign for a property with a single business in a nonresidential zoning district shall not exceed 32 square feet not to exceed six feet in height. The sign shall be at least eight feet from the right-of-way and compliant with article 24.06.

(ii) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(iii) An address listed on a sign shall have lettering that is at least six inches in height.

(E) Awning signs as part of wall sign.

(i) One-third of the area of an awning sign shall be counted toward the limit on the total area of wall signs on the wall to which the awning is attached.

(ii) Only one awning sign is permitted per property, unless the property is a corner lot in which case two awning signs are permitted.

(F) Restaurant menus. Detached or attached to a building, used in connection with a drive-in or drive-through, which do not attract the attention of persons not on the premises. Signs under this subsection shall not exceed 32 square feet and eight feet in height. Such signs shall not be illuminated other than internally illuminated. If restaurant has more than one drive-in or drive-through lane onsite may include ~~one~~ two restaurant menu signs for each lane of vehicular or pedestrian traffic for ordering. Restaurant menus may have screens that change image so long as any change occurs less than once an hour and is static the remainder of the time. Restaurant menus may include areas where text changes or images change more frequently so long as the menu is not visible from public right-of-way.

(G) New business temporary signs.

(i) For the purposes of this section, a "new business" is defined as a non-residential enterprise that was not operated by any person or entity with a controlling interest in a non-residential enterprise located within 100 feet of the property within the previous 12 months. The new business is per nonresidential enterprise, not per lot.

(ii) For projects subject to the city's building code, new businesses may place one new business temporary sign on their premises for a period not exceeding 60 days between the time of issuance of a building permit for construction or renovation and the time a certificate of occupancy is issued. This sign must be removed at time of issuance of certificate of occupancy. An additional new business temporary sign may be placed for up to 60 days after a certificate of occupancy is issued.

(iii) For projects not subject to the city's building code, new businesses may place one new business temporary sign on their premises for a period not exceeding 60 days prior to the business opening to the public. An additional new business temporary sign may be placed for up to 60 days after the business opens to the public.

(iv) The maximum surface area for a new business temporary sign shall be 32 square feet. The new business temporary sign does not count towards total cumulative signable area limits nor the total amount of temporary signs on an annual basis.

(v) The height of the new business temporary sign must not exceed six feet.

(vi) The new business temporary sign must be located on the business premises and must not obstruct traffic visibility or pedestrian pathways and must follow all other city regulations.

(vii) The application for each new business temporary sign must include the expected/actual date of certificate of occupancy issuance and a plan showing the proposed location and dimensions of the sign.

(viii) A new business temporary sign must not be illuminated.

(ix) A new business temporary sign must be of a type otherwise allowed by chapter 26 of this Code.

(2) Types of signs allowed without a permit.

(A) Equipment signs. Words may be attached to machinery or equipment which is necessary or customary to the business, including but not limited to devices such as gasoline pumps, vending machines, ice machines, etc., if words so attached refer exclusively to products or services dispensed by the device, and project no more than one inch from the surface of the device.

(B) Window signs. A business may have a total signable area of window signs that shall not exceed 24 square feet for each business. A business where the business is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed 48 square feet. The total signable area of the window signs do not count towards the cumulative total signable area allowed. A single-unit property with a drive-through shall not exceed 48 square feet of total signable area.

(C) Small Commercial Banner. A small commercial banner of twenty-four (24) square feet may be displayed at any time so long as:

(i) the banner is kept in good condition; and

(ii) the banner is securely affixed to a building, wall, or fence; and

(iii) one per business or entity; and

(iv) can be placed in addition to a nonresidential banner.

(3) Noncommercial signs allowed without a permit.

(A) Each lot may have one noncommercial sign, including a pole sign, wall sign, or monument sign, that meets the requirements of this section:

(i) A noncommercial sign shall not have an area greater than 36 square feet.

(ii) A noncommercial sign shall not be more than six feet in height.

(B) A noncommercial sign shall not be lighted or have any moving elements.

(C) Noncommercial signs may be installed on private property only with the consent of a property owner and may not be installed in, on, or over any street or right-of-way.

(D) Noncommercial signs under this section may not advertise the sale of goods or services.

(E) Any sign allowed under this section for a commercial message may also contain noncommercial content.

(4) Each lot may have up to a maximum of four flags with noncommercial messages on up to two flagpoles per premises. Each flag must be a maximum of 40 square feet in area. Flagpoles shall be a maximum of 25 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flagpoles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet, whichever is more restrictive. Each flagpole may only have two flags each. Flags may be illuminated in accordance with section 24.06.010 of this code.

(5) One daily display sign per business may be displayed on the sidewalk or adjacent to the sidewalk on private property immediately adjacent to the business at a location approved by the city building department if:

(A) The sign does not impede pedestrian traffic;

(B) The maximum height of the entire structure of a daily display sign is three feet;

(C) Sign is stored away from public view when the establishment served by the sign is closed for business.

(6) No sign may be placed without the consent of the property owner or without a sign permit, when required.

(7) The responsible party is responsible for compliance with this article.

(8) Any sign under this section shall not advertise the sale of goods, services, or activities that are not available on the building or property on which the sign is attached or placed.

(9) Properties in the ETJ that are appraised as, or used as, commercial property and that contain a business or commercial entity that reflects a use allowed in the above zoning district regulated by this section must comply with this section.

## Sec. 26.02.005. Industrial (I), light industrial (LI), government, utility, institutional (GUI), public recreation (PR), public park or preserve (PP), and agriculture (A).

No sign shall be permitted or allowed in an industrial, light industrial, government, utility, institutional, public recreation, public park or preserve, or agricultural district unless it meets the following standards:

(1) Types of signs allowed with permit.

(A) Wall signs. Wall signs may be erected. The total sign area for all signs shall not exceed 64 square feet. This sign shall be placed at least eight feet from any public right-of-way. Sign area allotment is computed by adding the sign area of all wall signs on the lot. Wall signs shall project no more than two feet perpendicular from the wall and not more than three feet vertically above the wall of the building. Each sign under this section requires a sign permit. An address listed on a sign shall have lettering that is at least six inches in height.

(B) Monument identification signs. One nonattached sign per lot may be erected. No sign shall exceed 48 square feet in sign area and shall not exceed eight feet in height. The setback shall be a minimum of eight feet from any public right-of-way. Sign placement must comply with any additional setback that may be prescribed by the sign administrator or city building department when there is a potential safety issue. A permit is required for this sign.

~~(C) Daily display sign. One daily display sign per business may be displayed on the sidewalk or adjacent to the sidewalk on private property immediately adjacent to the business at a location approved by the city building department if:~~

~~(i) The sign does not impede pedestrian traffic;~~

~~(ii) The maximum height of the entire structure of a daily display sign is three feet;~~

~~(iii) Sign is stored away from public view when the establishment served by the sign is closed for business.~~

(2) Types of signs allowed without permit.

(A) Equipment signs. Words may be attached to machinery or equipment which is necessary or customary to the business, including but not limited to devices such as gasoline pumps, vending machines, ice machines, etc., if words so attached refer exclusively to products or services dispensed by the device, and project no more than one inch from the surface of the device.

(B) Noncommercial signs. Each lot may have one noncommercial sign, which may be a pole sign, wall sign, or monument sign, that meets the requirements of this section.

(i) A noncommercial sign shall not have an area greater than 36 square feet not to exceed six feet in height.

(ii) Each lot may have up to a maximum of four flags with noncommercial messages on up to two flagpoles per premises. Each flag must be a maximum of 40 square feet in area. Flagpoles shall be a maximum of 25 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flagpoles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet, whichever is more restrictive. Each flagpole may only have two flags each. Flags may be illuminated in accordance with section 24.06.010 of this code.

(iii) A noncommercial sign shall not be lighted or have any moving elements.

(iv) Noncommercial signs may be installed on private property only with the consent of a property owner and may not be installed in, on, or over any street or utility right-of-way.

(v) Any sign allowed under this section for a commercial message may also contain noncommercial content.

(C) Daily display sign. One daily display sign per business may be displayed on the sidewalk or adjacent to the sidewalk on private property immediately adjacent to the business at a location approved by the city building department if:

(i) The sign does not impede pedestrian traffic;

(ii) The maximum height of the entire structure of a daily display sign is three feet;

(iii) Sign is stored away from public view when the establishment served by the sign is closed for business.

(D) Small Commercial Banner. A small commercial banner of twenty-four (24) square feet may be displayed at any time so long as:

(i) the banner is kept in good condition; and

(ii) the banner is securely affixed to a building, wall, or fence; and

(iii) (iii) one per business or entity; and

(iv) can be placed in addition to a nonresidential banner.

(~~C~~E) In addition to the other signs authorized by this chapter, the city building department may allow the placement of additional temporary, non-commercial signs on city property pursuant to the city approved sign policy. Any sign placed under the sign policy as approved by the city building department must meet all of the requirements of the sign policy and any conditions required by the city building department. No sign may be placed in the right-of-way or on city property without the permission of the sign administrator.

(3) The responsible party is responsible and liable for compliance with these provisions.

(4) Any sign under this section shall not advertise the sale of goods, services, or activities that are not available on the building or property on which the sign is attached or placed.

(5) Properties in the ETJ that are appraised as or used as commercial property and that contain a business or commercial entity that reflects a use allowed in the above zoning districts regulated by this section must comply with this section.

## Sec. 26.02.006. Multi-unit complex in a nonresidential district—Additional signs requiring permit.

Additional signs allowed in a multi-unit complex in a nonresidential district:

(1) In addition to the signs allowed according to the zoning district, one monument or wall sign per complex may be erected advertising up to the total number of office or commercial tenants with a sign permit. On corner lots, the major or primary street shall be construed to be the development lot frontage and no more than one sign shall be permitted. On a development lot located at the intersection of two arterials, a sign shall be permitted for each such thoroughfare or expressway with a sign permit. The sign area of the sign may not be larger than 48 square feet. The name of the complex and the street address with letters no less than six inches in height will appear on the sign. Height of the sign may not be taller than six feet. Address signs must be visible from an adjacent right-of-way for the primary structure on each piece of property.

(2) Sign placement must comply with all setback regulations and any additional setback that may be prescribed by the city building department or sign administrator when there is a potential safety issue.

(3) Properties in the ETJ that are appraised as or used as nonresidential property and that are a multi-unit complex are also required to meet the provisions of this section.

(4) Master sign plans for areas with a multi-unit complex are highly encouraged to meet the unique needs of each multi-unit complex. All owners, tenants, subtenants and purchasers of individual units within the development shall comply with the approved master sign plan.

(5) Landscaping. A landscaped area of 24 square feet at the base of any monument sign, shall be maintained in a neat, clean and healthy condition throughout the life of the permit; and the applicant shall submit a plan showing the landscaping to the city building department at the time of application. All landscaping under this section shall be compliant with the city's landscaping ordinance, article 28.06 of this code.

(6) Single sign in a multi-unit project. A single sign in a multi-unit project may be replaced upon application for this permit and payment of fee. This permit and fee is only applicable for the replacement of a panel or sign area of the same or smaller size. Each panel or sign area is a separate permit or fee under this subsection.

## Sec. 26.02.007. Banners on nonresidential property.

(a) Each nonresidential property or lot may display one banner at a time. A small commercial banner can be displayed in addition to this banner.

(b) Banners ~~must be~~that are securely attached to a permanently installed building, fence, or wall may remain so long as they ~~and they must be~~are kept in good repair throughout the time of their display.

(c) Banners that are securely erected on ~~P~~pipes, poles, posts or other materials ~~may be used to erect banners~~ may be placed as discussed herein so long as they remain in good repair and ~~so long as they~~ are securely fashioned to the pipe or other material and the material is specifically designed for the display of a banner.

~~(c) Banners shall not be placed on any site more than four times within a calendar year.~~

(d) The maximum surface area for banners on nonresidential property shall be 32 square feet. Banners do not count towards total cumulative signable area limits.

(e) Banners hung on nonresidential property shall not exceed 15 feet in height.

(f) Only one banner at a time is permitted per nonresidential property or lot, unless additional banners are allowed under this code. A small commercial banner as listed herein can be placed per business or lot regardless of how many businesses or entities exist on each nonresidential property or lot.

(g) Banners on nonresidential property do not require a permit so long as they meet the requirements in this section.

(h) A small commercial banner of twenty-four (24) square feet may be displayed at any time on nonresidential property so long as:

(i) the banner is kept in good condition; and

(ii) the banner is securely affixed to a building, wall, or fence; and

(iii) one per business or entity; and

(iv) this banner is in addition to the other banner (32 sq ft) allowed.

~~(g) The responsible party must affix the permit sticker to the back of the banner.~~

~~(h) Time limits on banners do not apply to banners placed on property zoned GUI.~~

### Sec. 26.02.008. Historic district.

Additional signage regulations applicable to the city's historic districts are included in the design and development standards in the historic preservation implementation manual.

### Sec. 26.02.009. Master sign plans.

A master sign plan is a comprehensive document containing specific regulations for an entire project's signs. Master sign plans are appropriate for planned development districts, master planned developments, development agreements, large residential or commercial developments, multi-unit complexes, or in the case where a project applicant is seeking several variances to the city's sign chapter.

## *ARTICLE 26.03. ADMINISTRATION*

### Sec. 26.03.001. Permit required.

Applications for a sign permit must be filed in the city building department and will be processed by the sign administrator or the sign administrator's designee.

(1) Requirements. Except as otherwise provided for herein, no sign shall be erected, posted, painted, or otherwise produced, changed, refaced, remodeled, or reconstructed, in whole or in part, within the city limits and ETJ of the city without first obtaining a permit.

(A) Applications. Application for a permit required by this article shall be made as required by the city building department. The application for sign permits shall contain all information, drawings, and specifications necessary to fully advise the city building department and sign administrator of the type, size, shape, location, zoning district if within city limits, construction, and materials of the proposed sign and the building structure or premises upon which it is to be placed. Drawings shall also show all existing signs on the property. An application is not considered complete until all necessary information listed in this code are provided with the application.

(B) Application for permit. An application for a sign permit must be filed with the city building department. An application for any sign must state the date when the owner intends to erect the sign.

(C) Proof of property interest. All applicants must provide sufficient proof, to be determined by the city building department, showing a real property ownership interest in the property on which the sign will be located or sufficient proof of authorization from the real property owner for sign placement on the property.

(D) Refacing permit for refacing, remodeling, or repainting sign. A permit is required for anything more than routine maintenance that results in refacing, remodeling, or repainting a sign. The permit fee shall be as listed in the fee schedule. A refacing permit is only available if: (i) the size of the face remains the same; and (ii) the sign is compliant with the outdoor lighting ordinance.

(2) An application shall include:

(A) Name, address, and telephone number of the owner and applicant (if different from owner) of the sign;

(B) Name, address, and telephone number of lessor, if any, sponsoring the sign, if any;

(C) Name, address, and telephone number of the contractor, if any and different from the owner, installing the sign;

(D) Physical address and legal description of the property where the sign is to be installed;

(E) Zoning district, if in city limits, or use if in ETJ, in which the proposed sign will be located;

(F) Any variance that will be requested or has been approved, if variances will be required but have not been previously approved, a separate variance application~~package~~ shall be submitted ~~separately but~~ simultaneously;

(G) An illustration or photograph including the location, appearance, and dimensions of the proposed sign;

(H) An illustration or photograph of the position of the sign on a building or on the ground in plain view, drawn to scale, and elevation views, drawn to scale;

(I) If required by the building official or sign administrator, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction and in any amount required by this chapter or by the building code or other laws adopted by the city; and

(J) An application is not considered complete unless all the above information is provided with the application.

(3) The city building department or designee shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within 21 calendar days after receipt or within seven days if the sign requested is a real estate sign. Any application that complies with all provisions of this article, the zoning ordinance, the building code, the lighting ordinance, and other applicable laws, regulations, and ordinances shall be approved ~~after inspection and approval of the~~ after ~~-~~plan reviews~~s~~ and inspection of the site, if needed.

(A) If the application is rejected, the city building department shall provide in writing a list of the reasons for the rejection. An application shall be rejected for noncompliance with the terms of this article, the zoning ordinance, building code, or other applicable law, regulation, or ordinance. ~~If the permit application does not comply with the city ordinances after resubmission and review by the city building department, and no variances have been applied for, the applicant must pay a reapplication fee before the city building department will review the application again.~~

(B) If no action is taken by the city building department or designee within the stated time period after receipt, the city shall not collect a fee for the sign permit application. The city building department then shall approve or reject the application as soon as practical after the 21-day deadline. A new 21-day deadline begins at each submission. However, if the city building department has not approved or rejected the permit within 45 calendar days after the completed application is filed, the applicant can file a complaint as an appeal to the city council as if the permit had been denied.

(4) Permit fee. A nonrefundable fee as set forth in the uncodified fee schedule adopted by the city council shall accompany all sign permit applications. A reapplication fee may be charged as designated in this article. No permit shall be issued until applicable fees have been paid to the city. Fees may be subject to change without prior notification. The sign permit fee schedule shall be in accordance with the fee schedule enacted by the city council and located at city hall.

(5) Duration and revocation of permit. If a sign is not completely installed within six months following the issuance of a sign permit, the permit shall be void. The city may revoke a sign permit under any of the following circumstances:

(A) The city determines that information in the application was materially false or misleading;

(B) The sign as installed does not conform to the sign permit application;

(C) The sign violates this article, the zoning ordinance, building code, or other applicable law, regulation, or ordinance; or

(D) The city building department determines that the sign is not being properly maintained or has been abandoned.

(6) Appeals. If the city building department denies a permit, the applicant may appeal in writing to the city council under section 26.03.003(g)(2). The city council shall make the final decision on the approval or denial of any permit.

~~(7) All applications for permits shall include a drawing to scale of the proposed sign and all existing signs maintained on the premises and visible from the right-of-way, a drawing of the lot plan or building facade indicating the proposed location of the sign, and specifications for its construction, lighting, motion, and wiring, if any. All drawings shall be of sufficient clarity to show the extent of the work.~~

(~~7~~8) Qualifications. Only those individuals who properly obtained a permit by the city building department, or other statutorily required permit or approval shall receive a permit to erect or alter any sign. Permits for the installation, erection, or alteration of any electrical components on a sign shall be issued only to those individuals who hold a commercial sign a ~~operator's license and~~ master sign electrician's license or is a licensed electrician. It is an offense under section 26.05.002 for any person licensed under the provisions of this article to obtain a permit on behalf of, or for the benefit of, any unlicensed person whose business activities are such that such unlicensed person would need a license to obtain a permit.

(~~8~~9) Conditions for issuing permits. No permit for the erection or alteration of any sign over any sidewalk, alley, or other public property, or on or over any roof or building shall be issued to any person except upon the condition that the permit may be withdrawn at any time, in which case the sign shall be immediately removed by the responsible party, who will also be liable under the penalties provided for in this article.

(~~9~~10) Issuance. A permit shall not be issued when:

(A) An existing billboard sign is in a deteriorated, unsafe, or unsightly condition.

(B) A sign on the premises is not in compliance with this article.

(C) A sign on the premises is proposed for construction in an area not zoned for such a sign.

(D) Authorization of the property owner on which the sign is to be placed has not been obtained.

(10~~1~~) Inspection. Any sign for which a permit is issued shall be inspected after its erection for conformity to the provisions of this article.

(11~~2~~) Before any permit may be issued for a new sign under this chapter, the responsible party shall modify or remove any of its own nonconforming signs and sign structures displayed or erected on the same property for which the permit is being sought, so that all the signs and sign structures they are responsible for on the property conform to the provisions of this chapter. This provision does not apply to real estate signs, banners, temporary signs, or daily display signs. This provision does not apply to nonconforming signs with a variance.

## Sec. 26.03.002. Permit not required.

A permit shall not be required for:

(1) Simple routine maintenance, adjustments, replacement of compliant light bulbs, etc., on existing signs.

(2) When a sign has been damaged by fire, windstorm, or other causes, immediate work may be done to prevent damage to property or hazard to persons, and to this extent only. Notice will be given as soon as practical to the city building department.

(3) Changing a commercial message to a noncommercial message on any legal sign surface. Any sign surface on which a commercial message may contain a noncommercial message.

(4) Changing of permitted copy of an existing sign, provided that no increase occurs with respect to either the sign area or the manner in which the sign is structurally supported.

(5) Any sign or display exempted from the sign article or permit requirement.

## Sec. 26.03.003. Variances.

(a) A responsible party that wants a variance from this article must file a request for variance with the sign administrator along with a variance application fee, as stated in the city's most recent fee schedule. The sign administrator will indicate what documentation the responsible party must provide in support of the request.

(b) Once the complete and necessary documentation has been provided to the sign administrator, the sign administrator shall review the request and make a determination based on the documentation provided by the responsible party.

(c) The sign administrator may, in specific cases and subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this article will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives of this article:

(1) Permit a variance for a noncommercial or commercial sign of the setback, effective area, size of internal components of a sign so long as total size of sign face is compliant, or height requirements of this article;

(2) Authorize one additional sign on premises more than the number permitted by this article;

(3) Approve an increase in height up to four feet;

(45) Approve a roof sign.

(d) Other requests for variances require a variance application to the city council. The city council may decide, subject to appropriate conditions, and only after a finding based on the evidence presented that strict compliance with the requirements of this article will result in substantial undue hardship, sufficient mitigation, or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives of this article.

(e) The sign administrator and city council shall consider:

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

(5) The sign and its supporting structure is in architectural harmony with the surrounding structures.

(6) Mitigation measures related to the sign in question or other signs on the same premises.

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance when the responsible party is submitting/obtaining a plat, planned unit development, development agreement, or site plan.

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance

is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

(10) The sign administrator may authorize the remodeling, renovation, or alteration of a sign when some nonconforming aspect of the sign is thereby reduced.

(f) Where a permit was required for a sign's erection according to the law in effect at the time the sign was erected and where the sign administrator finds no record of a permit being issued, the sign administrator may authorize the issuance of a replacement permit when, from the evidence presented, the sign administrator finds either that a permit was issued or that arrangements were made with a sign company to obtain such permit.

(g) If an applicant wishes to request a variance from the amount of sign and/or variance fees, the applicant may request a fee variance from the sign administrator. The sign administrator may lessen the amount of fees based on the analysis of the time required in review of the sign or variance application(s).

(hg) If a variance applicant wishes to appeal the decision of the sign administrator, the applicant shall file for an appeal with the city council within ten days of receipt of the sign administrator's decision. The city council shall consider the appeal at its next regular meeting or as soon as practicable. The board of adjustment city council shall either: (1) approve, reject, or approve upon condition the variance application, if any, at its meeting; (2) postpone its decision on the request of the applicant; or (3) postpone its decision to its next regular meeting for good cause based on need for further review by the city council. Upon approval by the city council, the sign permit and variances, if any, the permit shall be issued by the city administrator or the administrator's designee.

## Sec. 26.03.004. Conditions.

The sign administrator or city council board of adjustment may impose conditions upon the granting of a variance under this chapter. Such conditions must be related to the variance sought and be generally intended to mitigate the adverse effects of the sign on neighboring tracts and the general aesthetic ambiance of the community. A non-exhaustive list of examples of conditions include increased setbacks, added vegetation, muted colors, and decreased lighting. The city council may condition sign variances on the responsible party bringing other existing, nonconforming signs into compliance with current regulations. A responsible party's failure to comply with conditions placed on a variance may result in the city council voiding the variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

## Sec. 26.03.005. Approval of master sign plans.

(a) A responsible party that seeks approval of a master sign plan must file a request for a master sign plan with the sign administrator along with a sign permit fee, as stated in the city's most recent fee schedule. The sign administrator will indicate what documentation the responsible party must provide in support of the request.

(b) Once the necessary documentation has been provided to the sign administrator, the sign administrator may administratively deny or approve the master sign plan, with or without conditions.

(c) The sign administrator may determine to present the master sign plan to the city council for approval or denial in lieu of administrative approval.

(d) If the responsible party disagrees with a decision of the sign administrator to deny a master sign plan, or disagrees with the conditions placed on a master sign plan by the sign administrator, the responsible party may submit a written request that the city council review the master sign plan request, the supporting documents, and the sign administrator's decision. The city council can affirm, reverse, or modify the decision of the sign administrator.

(e) The city council has final authority to approve a master sign plan or conditions on a master sign plan.

(f) A master sign plan ordinance can modify variance procedures for its specific property.

(g) Any application for a master sign plan shall be accompanied by fees for each sign and variance requested within the master sign plan. In addition, the master sign plan fee or master sign plan ordinance fee, dependent on application type, must be paid for each master sign plan or master sign plan ordinance.

### Sec. 26.03.006. Procedure for variances to master sign plans.

(a) A responsible party that wants a variance from a master sign plan adopted under this chapter must file a request for variance with the sign administrator along with a variance fee, as stated in the city's most recent fee schedule. The sign administrator will indicate what documentation the responsible party must provide in support of the request.

(b) Once the necessary documentation has been provided to the sign administrator, the sign administrator may administratively deny or approve a variance, with or without conditions, from an adopted master sign plan if the change is related to:

(1) Change the location of the sign within the area designated by the master sign plan;

(2) Change the location of the sign within the right-of-way or into the right-of-way so long as a license agreement is presented and approved by the sign administrator;

(3) Change illumination of the sign so long as the illumination complies with article 24.06: Outdoor lighting ordinance;

(4) Change of sign face so long as the size of the sign face is not increased;

(5) Change in number of panels or size of panels on a monument sign so long as total size of sign face is not increased; or

(6) Change in letter size or line number so long as total size of sign face is not increased.

(c) Administrative approval is not allowed and variance procedures in section 26.03.001 shall be followed if:

(1) Additional signs are requested;

(2) Increase in the size of the sign is requested;

(3) Change in sign type is requested;

(4) Increase in the height of the sign is requested; or

(5) The sign administrator determines the variance request shall be reviewed in the regular variance process.

(d) If the responsible party disagrees with a decision of the sign administrator to deny a variance request, or disagrees with the conditions placed on a grant of a variance by the sign administrator, the responsible party may submit a written request that the city council review the variance request, the supporting documents, and the sign administrator's decision. The city council can affirm, reverse, or modify the decision of the sign administrator.

(e) The city council has final authority to approve a variance or conditions on a variance.

(f) A master sign plan ordinance can modify variance procedures for its specific property.

## *ARTICLE 26.04. EXISTING SIGNS*

### Sec. 26.04.001. Maintenance of existing signs.

(a) All signs in the city and ETJ shall be properly maintained at all times to the satisfaction of the sign administrator. The sign administrator shall have the authority to order the painting, repair, or removal of a

sign which constitutes a hazard to the safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment. The sign administrator's decision shall be subject to the review of the board of adjustment under the procedure for appeal of a decision of an administrative official under section 26.03.003(g)(2). If within 15 days the maintenance orders are not complied with, the city administrator may order the sign removed at the owner's expense under the provisions of this article.

(b) It is an offense under section 26.05.002 for a responsible party to fail to maintain signs and sign structures in a good and sound condition as determined by the building official in accordance with the International Building Code. Responsible parties must repair or replace signs and sign structures that are rotting, pealing, rusting, fading, becoming discolored, covered in dirt, or filled with holes. Responsible parties shall not allow signs or sign structures to become dangerous, within the meaning of the International Building Code, as a result of inadequate design, construction, repair, or maintenance. The city can seek to compel immediate removal of signs that are in such a state of disrepair as to constitute an imminent threat to public health, safety and welfare.

## Sec. 26.04.002. Newly annexed signs.

Signs in areas newly annexed into the city limits or newly encompassed by an expanded ETJ shall be treated as nonconforming signs. If required for the type of existing sign, a permit shall be issued upon application. The signs shall be held to the amortization period addressed below of ten years so that the beginning of the amortization period is the time of annexation or encompassment.

## Sec. 26.04.003. Off-premises pole signs (billboards).

No permit for alteration or relocation may be issued for an off-premises sign that was not timely inventoried and reported to the city prior to November 30, 2008.

(1) Alteration. An off-premises sign may not be altered regarding amount of surface area, shape, orientation, height, illumination, or location without the prior issuance of a sign alteration or relocation permit. Ordinary and routine necessary repairs that do not change the size, shape, orientation, height, illumination, or location of an inventoried off-premises sign do not require an alteration permit. A sign alteration permit expires if the approved modifications are not completed within 90 days of permit issuance.

(2) Maintenance. If the sign administrator or administrator's designee finds that any off-premises sign on the authorized list is not maintained in good repair, the sign administrator or administrator's designee will notify and order the owner to repair the sign within 30 calendar days. If the sign administrator or administrator's designee finds that the sign structure or sign area of an off-premises sign has deteriorated more than 60 percent of its replacement value, or is not repaired within 30 calendar days, the sign administrator or administrator's designee shall notify the owner of the off-premises sign and the owner of the real property on which the off-premises sign is located to remove the off-premises sign or poster panel from the property within a specified time. Replacement of more than 60 percent of an off-premises sign during one calendar year shall void the legal nonconforming status of the sign and require immediate removal or conformance with current standards. All off-premises signs ordered to be removed shall be stricken from the authorized list.

(3) No existing billboard shall exceed 40 feet in height from the ground level. No existing billboard shall interfere with the visibility of pedestrians or drivers of motor vehicles at street intersections or otherwise obstruct traffic or create a traffic hazard.

## Sec. 26.04.004. Destroyed nonconforming signs.

An existing nonconforming sign in the city limits or ETJ may not be repaired or rebuilt in the case of obsolescence or destruction by fire or other causes. In case of partial destruction by fire or other causes, where the

cost of repairing the sign is less than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign administrator may issue a "no fee" permit for the necessary repairs to be made to the sign. If the necessary repairs are not completed within 60 days of the receipt of written notification to the responsible party by the sign administrator or the sign administrator's designee, then the sign shall be removed either by the responsible party or by the city at the responsible party's expense. Criminal or civil penalties may also be initiated against the responsible party as provided for in this article. Under unusual circumstances and/or where the responsible party has shown "good faith" in attempting to comply with the provisions of this article, an extension period of 30 days may be granted to the responsible party to facilitate repairs. If the cost of rebuilding or repair of an existing nonconforming sign exceeds 60 percent of the cost of erecting a new sign of the same type at the same location, the sign shall be removed at the responsible party's expense. If the sign is not removed within 30 days of written notification to the responsible party, then it shall be removed by the city or its designated agent(s) at the responsible party's expense. A sign so removed under the provisions of this section shall be kept in storage for a period of 60 days, and if it is not claimed within said period, it may be disposed of in a lawful manner by the city.

## Sec. 26.04.005. Abandoned or discontinued signs.

An abandoned or discontinued sign is a sign that advertises a business or project that has ceased operations more than one year, unless the property is leased, in which case the sign shall be removed after two years. The responsible party shall remove any sign and/or sign structure that has not been used for advertising or promoting a going concern for at least one year. For the purposes of this section, a business or project has ceased to operate when it is no longer engaged in the sale of products or services in the normal course of business. A violation of this section is an offense under section 26.05.002.

## Sec. 26.04.006. Signs and modifications.

(a) Signs lawfully in existence on the date the provisions of this article are adopted that do not conform to the provisions of this article, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained, must be regarded as nonconforming.

(b) For the purpose of amortization, these signs may be continued from the effective date of this article for a period not to exceed ten years, unless under a previous regulation the signs were to be amortized as allowed by law. In that case the amortization period must be as previously required or ten years, whichever is less. Signs that cannot be amortized by the city may continue in existence so long as the sign continues to be properly maintained as required by this code.

(c) Signs which were nonconforming to the prior ordinance and which do not conform to this article must be removed immediately.

## Sec. 26.04.007. Altered, relocated, or replaced signs.

Any sign which is altered, relocated, or replaced must be brought immediately into compliance with all provisions of this article.

## ~~Sec. 26.04.008. Additional temporary signs.~~

~~Temporary signs may be displayed with the approval of a temporary sign permit. A temporary sign permit is valid for 14 days. Each lot in the city may have up to three temporary sign permits per year. Square footage of the sign may not exceed 36 square feet. Signs must be securely attached to a permanently installed building or wall and they must be kept in good repair throughout the time of their display. Pipes, poles, posts or other materials may be used to erect signs if the signs and supporting materials are kept in good repair. The responsible party must affix the permit sticker to the back of the sign. A temporary sign must obtain a permit and pay a temporary sign fee as required by the city fee schedule for the number of days for which a temporary will be displayed. A temporary sign under this section shall comply with all setback requirements of other signs on similarly zoned lots. A violation of this section is an offense under section 26.05.002.~~

### Sec. 26.04.00889. Incentives for compliance.

(a) Variance incentive. When considering granting a requested variance under this chapter or any other chapter, the city may take into consideration an applicant's commitment to bring pre-existing nonconforming signs into compliance with this chapter, and/or remove pre-existing nonconforming signs.

(b) Permit incentive. If a responsible party voluntarily elects to bring a pre-existing nonconforming sign into compliance with this chapter, the sign administrator may waive the application fee for any required sign permits related to the specific property.

## *ARTICLE 26.05. VIOLATIONS AND PENALTIES*

### Sec. 26.05.001. Violations.

Should the responsible party or parties after receiving written notice from the sign administrator, building official, or code enforcement officerial of a violation of this chapter fails to correct a violation of this chapter within the time stated in the written notice, the sign administrator or the administrator's designee may cause such signs and supports to be removed. The sign administrator may also take necessary action to file a lien against the property to recover the cost of removal if the removal costs are not paid by the property owner within 15 days after the property owner is billed. The sign administrator may also pursue criminal penalties and/or civil action as provided for under this article and state law. No notice by the city is required to remove improperly placed signs that are:

(1) In the right-of-way;

(2) In another person's property without that person's written permission;

(3) In a place that causes a safety issue due to its placement; or

(4) In a place that encumbers use of a street, path, trail, or sidewalk or encumbers entry or exit from a property.

### Sec. 26.05.002. Offense.

(a) A person who violates, causes, allows or permits a violation a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding $500.00.

(b) Each violation of this chapter designated as an offense constitutes a separate offense.

(c) No culpable mental state is required to prove an offense under this chapter if the offense involves: (1) placement of a sign in the right-of-way; (2) placement of a sign in another person's property without the person's permission; (3) placement of a sign that encumbers access to a person's property or encumbers use of a street, sidewalk, trail, path, or driveway.

(d) Sections containing an offense:

(1) Section 26.01.00994, prohibited signs.

(2) Section 26.01.012008(a), reflective surfaces.

(3) Section 26.01.01551, noncompliant signs prohibited.

(4) Section 26.03.001(778), qualifications.

(5) Section 26.04.001(b), maintenance of existing signs.

(6) Section 26.04.005, abandoned or discontinued signs.

(7) Section 26.04.008, additional temporary signs.

### Sec. 26.05.003. Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any signs, materials, or devices under these provisions.

## Sec. 26.05.004. Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

(1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including removal of signs that violate this chapter at the expense of the responsible party;

(2) A civil penalty up to $1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief; and

(3) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

-

# STAFF REPORT

## City of Dripping Springs

**PO Box 384**
**511 Mercer Street**
**Dripping Springs, TX 78620**

**Submitted By:** Ginger Faught, Deputy City Administrator

**Council Meeting Date:** October 21, 2025

**Agenda Item Wording:** **Discuss and Act upon a Resolution by the City Council of the City of Dripping Springs Requesting Financial Participation from the Texas Water Development Board; Authorizing the Filing of an Application for Financial Participation; and Making Certain Findings in Connection Therewith.** *Sponsor: Mayor Bill Foulds, Jr.*

**Summary/Background:** The City of Dripping Springs has been invited to apply for funding from the State Fiscal Year (SFY) 2026 Clean Water State Revolving Fund (CWSRF). We are requesting $51,500,000.00 in funding that is necessary for the South Regional Wastewater Facilities Expansion Project (project budget attached). Approval of this Resolution will allow for filing of our funding application. The City will be notified by the Texas Water Development Board (TWDB) in early 2026 if funds are awarded.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve as presented.

PIF Table 2025 Funding

| | Cost Category | (a) Planning | (b) Acquisition | (c) Design | (d) Construction | (e) Total (a)+(b)+(c)+(d) | |
|---|---|---|---|---|---|---|---|
| **Check the phase(s) for which CWSRF funding is desired** | | ☒ | ☒ | ☒ | ☒ | | Green Projects |
| **A.** | POTW Project: Treatment Project | | | | | | |
| | Additional 210 Irrigation-Keller: Spray Irrigation and 12 MG Pond (A place holder per settlement agreement) | | 200,000 | | 5,536,260 | 5,736,260 | |
| | Additional 210 Irrigation- Charro Ranch Park: Spray Irrigation | | | | 666,380 | 666,380 | |
| | Existing South Regional WWTP Improvements | | | | 400,000 | 400,000 | |
| | Decommissioning Arrowhead WWTP | | | | 50,000 | 50,000 | |
| | Sludge Holding Tank and Sludge Dewatering Boxes | | | | 867,799 | 867,799 | 867,799 |
| | Abandon 10 Zones of Drip Irrigation- Existing WWTP | | | | 200,000 | 200,000 | |
| | Treated Effluent Distribution System | | | | 773,453 | 773,453 | |
| | Final 822,500 GPD BNR WWTP | | | | 7,785,687 | 7,785,687 | 7,785,687 |
| | **Total-Based on OPCs** | | | | | 16,479,579 | |
| | **Total-Listed on PIF** | | 200,000 | | 16,300,000 | 16,500,000 | 8,653,486 |
| | | | | | | | 0.426280086 |
| **B.** | POTW Project: Collection Project | | | | 20,300,000 | 20,300,000 | |
| | West Interceptor Segment 3 | | | | 1,015,089 | 1,015,089 | |
| | East Interceptor 2 | | | | 13,179,037 | 13,179,037 | |
| | FM & WWTP Gravity Line | | | | 6,039,741 | 6,039,741 | |
| | **Total-Based on OPCs** | | | | | 20,233,867 | |
| | **Total-Listed on PIF** | | | | 20,300,000 | 20,300,000 | |
| | | | | | | | |
| **C.** | NPS Project | | | | | | |
| **D.** | Estuary Management Project | | | | | | |
| **E.** | Engineering | | | 4,800,000 | | 4,800,000 | 2,046,144.41 |
| **F.** | General, Legal, Financial | 1,500,000 | | | | 1,500,000 | 639,420.13 |
| **G.** | Contingency | | | | | | |
| | Additional 210 Irrigation-Keller: Spray Irrigation and 12 MG Pond | | | | 830,439 | 830,439 | |
| | Additional 210 Irrigation- Charro Ranch Park: Spray Irrigation | | | | 99,957 | 99,957 | |
| | Existing South Regional WWTP Improvements | | | | 60,000 | 60,000 | |
| | Decommissioning Arrowhead WWTP | | | | | 0 | |
| | Sludge Holding Tank and Sludge Dewatering Boxes | | | | 123,971 | 123,971 | 123,971 |
| | Abandon 10 Zones of Drip Irrigation- Existing WWTP | | | | | 0 | |
| | Treated Effluent Distribution System | | | | 77,345 | 77,345 | |
| | Final 822,500 GPD BNR WWTP | | | | 389,284 | 389,284 | 389,284 |
| | West Interceptor Segment 3 | | | | 355,881 | 355,881 | |
| | East Interceptor 2 | | | | 3,879,053 | 3,879,053 | |
| | FM & WWTP Gravity Line | | | | 1,114,332 | 1,114,332 | |
| | **Total-Based on OPCs** | | | | | 6,930,263 | |
| | **Total-Listed on PIF** | | | | 6,900,000 | 6,900,000 | |
| | | | | | | | |
| **H.** | Other (Describe Cost) | 1,500,000 | | | | 1,500,000 | 1,500,000 |
| | TCEQ Permit Amendment (WQ0014488003) | | | | | | |
| **I.** | Subtotal (Add Lines A-H) | 3,000,000 | 200,000 | 4,800,000 | 43,500,000 | 51,500,000 | |
| **J.** | Financing from Local Funds | 0 | 0 | 0 | 0 | 0 | |
| **K.** | Financing from Other Sources | 0 | 0 | 0 | 0 | 0 | |
| **L.** | Total, SRF-Funded Amount (Subtract Lines J and K from Line I) | 3,000,000 | 200,000 | 4,800,000 | 43,500,000 | 51,500,000 | 13,352,305.86 |

TWDB-0201B
Rev 11/16

# Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Hays §
APPLICANT City of Dripping Springs, Texa §

I, the undersigned, Secretary of the City of Dripping Springs Texas, DO HEREBY CERTIFY as follows:

1. That on the 21st day of October, 2025, a regular/special meeting of the City Council was held; the duly constituted members of the City Council being as follows:

Mayor Bill Foulds, Jr. and Council Members Taline Manassian, Wade King, Geoffrey Tahuahua, Travis Crow, and Sherrie Park

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the City Council of the City of Dripping Springs requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the City Council for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by_____, the resolution was passed and adopted by the _____ by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the _____for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the City of Dripping Springs; the qualified and acting members of the City Council on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the City Council; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the_____, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)

TWDB-0201A
Rev 11/16

# Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Dripping Springs requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Dripping Springs:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $51,500,000 to provide for the costs of expansion of the Dripping Springs South Regional Wastewater System.

SECTION 2: That Ginger Fraught be and is hereby designated the authorized representative of the City of Dripping Springs for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Dripping Springs before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Christina M. Lane
SAMCO Capital Markets, Inc.

Engineer: Robert Callegari, P.E.
Burgess & Niple, Inc.

Bond Counsel: Richard Donoghue
McCall, Parkhurst & Horton, L.L.P.

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

TWDB-0201
Rev 2/23

# Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Hays §

APPLICANT City of Dripping Springs, Texas §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Ginger Faught as the Authorized Representative of the City of Dripping Springs, who being by me duly sworn, upon oath says that:

1. The decision by the City of Dripping Springs (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the City of Dripping Springs (authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The City of Dripping Springs (authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The City of Dripping Springs (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):
none.

5. The City of Dripping Springs (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The City of Dripping Springs (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of Dripping Springs (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,

on this _____ day of _____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

DRIPPING SPRINGS
Texas

# 2025 Purchasing Policy Updated Authority for Purchases

**Budgeted Purchases**

| | |
|---|---|
| Under $50,000 | City Administrator (includes Deputies) |
| Over $50,000 | City Council |

**Unbudgeted Purchases (not in budget)**

All Unbudgeted Purchases must go to City Council as a budget amendment. Mayor and City Councilmember will work together with staff to take to City Council.

**Overbudgeted Purchases (in budget but increase over line item or project line item)**

| | |
|---|---|
| Under $25,000 | City Administrator |
| Between $25,000 and $50,000 – Line item | Mayor and City Administrator |
| Over $50,000 – Line Item | Mayor, City Administrator, and Department Head take to Council |
| Contract - $25,000 and $50,000 | Mayor and City Administrator in consultation with Council Member Liaison |
| Contract – Over $50,000 | Mayor and City Administrator in consultation with Council Member Liaison takes to City Council |

**Contract Liaison – Council Member**

- Over $25,000 City Construction Contract – Mayor will appoint a Council Member to attend Construction Management meetings and provide input as needed during the process. Changes to the contract will be communicated to Liaison.
- Staff will start providing a monthly Construction Report on City Led Projects to City Council drafted by our Construction Management/Public Works.

**All purchases will be run through the Finance Department to verify the budgeted amount.**

CITY OF DRIPPING SPRINGS RESOLUTION

NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE UPDATED PURCHASING POLICY THAT PROVIDES GUIDELINES AND PROCEDURES FOR THE CITY'S PROCUREMENT ACTIVITIES AND PROVIDES FOR STAFF APPROVAL OF CERTAIN PURCHASES.

**WHEREAS,** the City Council of the City of Dripping Springs ("City Council") has determined that authorizing certain city staff and committees to approve purchases that meet certain requirements is desirable in that it will improve the efficiency of city purchasing; and

**WHEREAS,** the City Council finds it to be in the public interest, and necessary for the efficient and effective administration of City business to put in place standard rules to govern certain procurement transactions; and

**WHEREAS,** the City Council finds the new purchasing policy enacted by this Resolution to be reasonable and prudent;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DRIPPING SPRINGS CITY COUNCIL, THAT**

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

2. The City Council hereby adopts the updated Purchasing Policy.

3. The City Council hereby authorizes the Mayor, City Administrator, and City Treasurer to implement the Purchasing Policy.

4. This Resolution shall take effect immediately upon passage.

5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED this, the ____ day of _____, 2025 by a vote of ___ (*ayes*) to __ (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

*by*: _____
Bill Foulds, MAYOR

ATTEST:

_____
Diana Boone, CITY SECRETARY

# City of Dripping Springs

# Purchasing Policy

Approved: _____, 2025

**City of Dripping Springs**

# PURCHASING POLICY

## I. PURPOSE

This policy establishes guidelines and procedures for procurement for the City of Dripping Springs, Texas ("City"). In accordance with the public trust placed upon the City, it is essential that all City officials and employees adhere to the procedures set forth by this policy. The City Administrator may establish policies and procedures ~~and approve change orders subject to the limitations set by state law,~~ and is authorized to maintain and enforce all purchasing policies to assure they comply with all applicable laws, regulations, and ordinances that protect the Dripping Springs citizens. The City Council shall, from time to time, evaluate the effectiveness of such policies.

## II. DEFINITIONS

**Budgeted Expense:** An expenditure for which sufficient appropriations exist in a specific budget line, project, or contract authority.

**City Administrator:** City Administrator or Deputy City Administrator.

**Department Head:** the Deputy Public Works Director, Public Works Director, Parks and Community Services Director, Planning Director, City Attorney, City Secretary, Building Official, People & Communications Director, Information Technology Director, Emergency Management Coordinator, Visitors Bureau Manager, Farmers Market Manager, and the Dripping Springs Ranch Park Manager.

**HUB:** Historically Underutilized Business, (1) Vendor must be (a) at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, (b) an entity with its principal place of business in Texas, and (c) has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

**Mayor:** Mayor of the City of Dripping Springs or Mayor Pro Tem if Mayor is unavailable or delegates authority to Mayor Pro Tem.

**Over-budgeted Expense:** An expenditure in a budgeted project, contract, or line item that exceeds the available amount but can be covered by related appropriations (e.g., contingency or a related line item) without increasing the total adopted budget.

**Oversight Council Member:** A council member designated by the Mayor for a project or department to provide additional elected oversight under this policy. Oversight Council Member will work with City Staff on construction contract management and assist with

any change orders pursuant to this policy. On Site Management will be handled by appointed City Staff, City Engineer, or consultant.

**Purchase Order:** the document created and approved by City Administration for use as a purchase order as listed below.

**Sole Source:** items that are available from only one source, including:

(1) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

(2) films, manuscripts, or books;

(3) gas, water, and other utility services;

(4) captive replacement parts or components for equipment;

(5) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and

(6) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

**Unbudgeted Expense:** An expenditure not contemplated in the adopted budget (line, project, position, or contract) and therefore requiring a budget amendment.

## III. PROCEDURE

### A. Roles and Responsibilities

(1) **Finance Director**: First routing point for all expenses to clarify them, confirm funding source(s), ensure required documentation, and determine whether a budget amendment is required.

(2) **City Administrator:** Manages day-to-day purchasing and approves within delegated limits; ensures staff compliance and recordkeeping.

(3) **Mayor:** Approves within caps as set in this policy; designates Oversight Council Members; sponsors items to the Council when required.

(4) **Oversight Council Member:** Reviews designated items, confers with staff and Mayor, and, when required, sponsors items to the City Council.

(5) **City Council:** Adopts budgets/amendments; approves contracts/purchases at or above Council thresholds; receives periodic summaries of administrative and mayoral approvals under this policy.

## B. Approval Procedures by Situation

### (1) Budgeted Expenses

#### (i) Budgeted Local Purchases under $2,000.00:

(a) Can be made without written agreement.

(b) No quotes are required, but best value should be sought.

(c) Department Head may authorize expense, without further approval of the City Administrator.

#### (ii) Budgeted Expenses less than $10,000:

(a) No quotes are required, but best value should be sought.

(b) Expenses between $3,000.00 and $50,000.00 are subject to HUB requirements as set out in Article VIII below.

(c) Written agreements should be obtained but are not required.

(d) Department-approved designees may authorize, without further approval of the City Administrator.

#### (iii) Budgeted Expenses greater than $10,000 and less than $25,000:

(a) The applicable City staff, department, or other authorized purchaser shall attempt to obtain a minimum of three (3) proposals for all contract work.

(b) Expenses between $3,000.00 and $50,000.00 are subject to HUB requirements as set out in Article VIII below.

(c) Written Agreements are required.

(d) Purchases must be approved by the City Administrator or Deputy City Administrator, but may be placed on a City Council agenda for Council approval.

#### (iv) Budgeted Expenses greater than $25,000 and less than $50,000:

(a) The applicable City staff, department, or other authorized purchaser shall obtain a minimum of three (3) proposals for all contract work.

(b) Expenses between $3,000.00 and $50,000.00 are subject to HUB

requirements as set out in Article VIII below.

(c) Written Agreements are required.

(d) The City Administrator may approve administratively, or may place such purchases on a City Council agenda for Council approval.

(e) Any budgeted expense related to a construction project shall have an Oversight Council Member appointed by the Mayor at the time of execution of agreement.

(v) **Budgeted Expenses over $50,000 and less than $100,000:**

(a) The applicable City staff, department, or other authorized purchaser shall obtain a minimum of three (3) proposals for all contract work.

(b) Written Agreements are required.

(c) Purchases must be placed on a City Council agenda for Council approval.

(d) Any budgeted expense related to a construction project shall have an Oversight Council Member appointed by the Mayor at the time the agreement goes to City Council.

(vi) **Budgeted Expenses over $100,000:**

(a) Purchases must be accomplished through a formal solicitation process unless there is a statutory basis confirmed by the City Attorney's office for a different form of vendor selection.

(b) Approval for such a purchase shall be requested for the one response received that provides the best value for the City and meets any pre-determined criteria. The intent is to purchase equipment, materials, supplies and services at the lowest total cost to the City from the best responsible sources.

(c) Considerations for "best value" include: the lowest and most responsible source-price, quoted delivery, vendor reliability and other factors and criteria explicitly outlined during the formal solicitation process.

(d) Written Agreements are required.

(e) Purchases must be placed on a City Council agenda for Council approval.

(f) Any budgeted expense related to a construction project shall have an Oversight Council Member appointed by the Mayor at the time the agreement goes to City Council.

(2) Unbudgeted Expenses (not in the adopted budget)

(a) Require a budget amendment and City Council approval.

(b) Mayor and an Oversight Council Member work with staff to prepare and sponsor the item to Council.

(3) **Over-Budgeted Expenses-Line Items and Contracts Other Than Construction Contracts (budget exists, but the requested amount exceeds a line or contract component)**

(i) **Small variances (up to $25,000 other than for construction contracts-~~for contracts~~):** City Administrator may approve after Finance review and documentation.

(ii) **Moderate variances (between $25,000 and $50,000 other than for construction contracts):** Mayor may approve after Finance review and consultation with the City Administrator and Department Head.

(iii) **Over $50,000 (other than construction contracts):** City Council approval required (sponsored by Mayor or other Council Member). Mayor or other Council Member, City Administrator, and Department Head take to Council.

(4) **Over Budgeted Expenses-Construction Contracts (budget exists, but the requested amount exceeds a contract component)**

(i) Small variances (up to $25,000): City Administrator may approve after Finance review and documentation. If an Oversight Council Member has been appointed, the Oversight Council Member will be consulted as time allows. If a time sensitive change order is needed, then the Oversight Council Member will be promptly informed.

(ii) Moderate variances (between $25,000 and $50,000): City Administrator will work with the Mayor and Oversight Council Member to determine approval of the change order. If the Oversight Council Member is not available, then the Mayor may approve in consultation with the City Administrator and appropriate staff.

(iii) Over $50,000: City Council approval required (sponsored by Mayor or Oversight Council Member). Mayor or Oversight Council Member, City Administrator, and Department Head take to Council.

(5) **Unbudgeted Expenses**

Unbudgeted purchases for line items or contracts which were not in the approved budget in any amount, must be submitted to the Mayor and reviewed by an Oversight Council Member designated by the Mayor, if any. That Oversight Council Member and/or Mayor shall be responsible for bringing the item as a budget amendment to the full Council. If an Oversight Council Member is not available, then the Mayor may bring the budget amendment to City Council.

**Note:** Finance confirms the existence and eligibility of contingency or related appropriations for over-budgeted items before any approval.

## C. Purchasing Process Requirements

(1) All expenditures must be in accordance with the~~an~~ annual budget approved by the City Council. Unbudgeted purchases must be approved in advance by the City Council. For budgeted ~~expenditures~~purchases, the City Council delegates to the City Administrator the authority to approve and execute budgeted contracts and purchases under $50,000.00.

(2) All departments must route any expenses through the Finance Director for processing, classification, and compliance review to determine whether the item can be covered by current budgeted appropriations or must be sent as a proposed budget amendment to the City Council. No purchases shall be made without this step.

~~(2)~~(3) The City will not be legally bound by verbal agreements for materials, parts, equipment, supplies, or services. All purchases, unless otherwise excepted in this Policy, must be made by written agreement or purchase order signed by the City Administrator, Deputy City Administrator, a Department Head, Mayor, or Mayor Pro Tem.

~~(3)~~(4) The Dripping Springs Ranch Park Board may approve expenditures in accordance with the approved budget and shall submit such expenditures to the Dripping Springs Ranch Park Manager or the Parks & Community Services Director, as appropriate, for completion of a purchase order or agreement as required by the City of Dripping Springs Purchasing Policy.

~~(4)~~(5) No matter the expenditure amount, multi-year purchasing commitments require written City Administrator approval.

## IV. PROCUREMENT

FORMAL SOLICITATION PROCEDURE: To initiate a bid, contact the Finance Department. The Finance Department will arrange a time to collaborate and develop a detailed specification or statement of work with the requesting department to assure the exact requirements are being communicated to the responding vendors.

### A. Request for Proposals, Bidding, and Request for Qualifications

(1) **Specification and Announcement Procedures** – The Finance Department will issue the correct type of solicitation (Invitation for Bid-IFB, Request for Proposal-RFP, or Request for Qualifications-RFQ); place an advertisement in the official newspaper and any other media appropriate for the type of solicitation. The requesting department will coordinate with the Finance Department to send the package to the vendors on available distribution lists and vendors recommended by the requesting department.

(2) **Restricted Communications -** While the solicitation is in the vendor's hands no communication between any responding vendor and any City staff or City Council M~~m~~ember, except as listed in the solicitation. The person listed in the solicitation will be the primary contact for all solicitations. Any contact concerning the solicitation with staff or city council may be grounds for disqualification of a vendor's response. Communication for business not concerning the solicitation is acceptable.

**B. Publication of Responses to Requests for Clarification** ~~–~~

(1) Answers to questions received or changes to the specification will be addressed in an addendum posted to the city's website.

**C. Bid Opening, Evaluation and Award** – The Finance Department, in coordination with the requesting department, will execute the bid opening. A tabulation of the responses will be created and the requesting department will meet with the Finance Department to jointly determine the response containing best value for the City.

**D. Criteria for Award -** The contract, after review and approval by the City Attorney, if necessary, must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the city. The terms and conditions of the solicitation must indicate the criteria and corresponding weight for each criterion that will be used in the evaluation.

**E. Approval of Negotiated Contract -** After final negotiation, if necessary, has been completed the purchase and contract must be approved by the City Council. The Requesting Department shall prepare the Staff Report to present to the City Council.

**F. Exceptions -** ~~.~~ An exception for procurement processes can be made by the City Administrator or Mayor, in consultation with the City Attorney's office, depending on whether the City Administrator has authority to approve the expenditure, on a case-by-case basis, dictated by Local Government Code Section 252.022, by allowing:

(i) A minimum of **two** accepted bids rather than three, or

(ii) Approval of a purchase where services or goods are only available from a single source. "Sole Source Purchases" are defined in Local Government Code Section 252.022(a)(7).

(iii) No bidding process for exempt purchases listed in Local Government Code Section 252.022.

(iv) Non-compliance with this policy in the event of emergency with written City Administrator approval.

## V. OTHER REQUIREMENTS

(1) All written quotes should be attached to the purchase order or agreement. Emails or written quotes are acceptable.

(2) A W-9 is required from all contractors and must be on file before payment can be processed for purchases over $600.

(3) All conflicts disclosures required by State law or City ordinance shall be on file before payment can be processed.

(4) All purchases related to services of any amount, and all purchases of goods that require maintenance, training, or delivery, shall be finalized by written agreement as described above.

(5) All written agreements shall be sent to the City Attorney for review and approval prior to submission to the appropriate city official for execution.

(6) All executed agreements shall be sent to the City Secretary for proper filing and retention.

## VI. CHANGE ORDERS

(1) After the award of the contract, if circumstances change which will alter the scope of work, a change order may be issued to the contract that involves and increase or decrease to the scope of work or amount.

(2) A change order is required if, after the contract has been executed, one or more of the following events occur:

(i) Changes in plans or specifications are necessary;

(ii) It becomes necessary to increase or decrease the quantity of work, materials, equipment or supplies to be furnished.

(3) Material changes (defined as substantial revisions) in the scope, quantities, or related work may not be made without review by the City Administrator and the Oversight Council Member or Mayor, where applicable.

(4) The City Administrator may approve written change orders to all contract change orders as listed above depending on whether the change order is overbudgeted or unbudgeted. ~~s less than $50,000 where the original agreement is required tomay be approved by the City Administrator.~~

(5) Written change orders over $50,000, must be approved by City Council. The change order must be sponsored by the Mayor or Oversight Council Member, where applicable. The Mayor or Oversight Council Member, City Administrator, and Department Head will take to Council.

(6) All submissions governed by this resolution must include a completed Contract Cover Page with documentation sufficient to verify the purpose, cost, and justification of the expenditure. This includes receipts, contracts, council action minutes, and GL coding.

~~(3)~~(7) No purchase shall move forward until the Finance Director has received and verified all necessary documentation.

~~(4)~~(8) The sum of all approved change orders per contract may not exceed 25% of the original total contract amount. Any change greater than 25% requires a new solicitation where the initial agreement was for $100,000 or more or where the 25% increases a contract above $100,000. *See* Local Government Code § 252.048(d).

## VII. LOCAL PURCHASES

(1) There shall be a preference in the City's procurement activities to *buy local,* to the extent reasonably possible and fiscally prudent, and within the confines of state law.

(2) With the authorization of the City Administrator or Deputy City Administrator, authorized employees may make local purchases, not exceeding $2,000.00 without the use of a purchase order or written agreement. For the purposes of this Policy, "local purchases" are those made in the city limits.

(3) If on any contract, the City received multiple identical bids, and one is a resident of the City and the other is not, the City will select the local bidder, pursuant to Local Government Code Section 271.901(b).

## VIII. -HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROCEDURES

### ~~B.~~A. Requirements

(1) State law requires a City to attempt to contact at least two (2) historically underutilized businesses if the City makes an expenditure between $3,000.00 and $50,000.00. The requirements are found in Local Government Code Section 252.0215.

(2) ~~Requirements. Per Local Government Code Section 252.0215, w~~When making an expenditure of more than $3,000.00 but less than $50,000.00, the City must contact at least two (2) HUBs on a rotating basis, based on information provided by the comptroller. If the comptroller list fails to identify a HUB in Hays County, the City is exempt.

(3) If the expenditure is for less than $3,000.00 or for more than $50,000.00, this special notification requirement does not apply.

### ~~C.~~B. Procedure

(1) To determine what businesses within the county are classified as HUBs, departments can access the comptroller's website: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp, select "HUBs Only" and enter the appropriate search criteria.

(2) Documentation must be kept to certify that the requesting department either made contact with available Hays County HUB vendors, or that no applicable HUB vendors were identified in Hays County for the particular commodity being ordered.

## ~~VIII.~~IX. EQUIPMENT AND COMPUTER PURCHASES

(1) Equipment procurement requires staff to seek a minimum of three quotes for all purchases over $~~2,500~~5,000.00 unless the item is a single source item as defined by Local Government Code Section 252.022(a)(7).

(2) All requests for computer equipment, software, telecommunications, and/or related services or supplies must be submitted to the Information Technology (IT) Director for review or technical evaluation. The IT Director will determine compatibility, best source, or investigate alternatives and will recommend purchase to City Administrator for approval.

## ~~IX.~~X. PURCHASE ORDERS

(1) No Purchase orders will be processed without appropriate approvals. The Finance Department is responsible for verifying that all quotes accurately describe the materials, equipment, supplies or services to be purchased.

(2) Purchase orders are numbered. The records should indicate the reason for any voided purchase order.

(3) All invoices for contract work should be turned in with the purchase order for approval. Record purchase order numbers at the top of approved original invoices. After final approval of Administrator, Deputy City Administrator, Department Head, or City Council, the signed original with approved estimate and two copies should be distributed as follows:

(i) The Original copy and original invoice should be maintained until work is completed and then final invoice attached and turned into the Finance Department for payment.

(ii) The second copy of purchase order with attached copy of approved estimate is for the vendor.

(iii) The third copy is to be kept in the Department records, those being City Administration, Building, Planning, Public Works, Visitors Bureau, Dripping Springs Ranch Park, or Parks & Community Services.

## ~~X.~~XI. SALES TAXES

(1) As a municipal corporation, the City is exempt from paying sales taxes. Those persons making purchases on behalf of the City are obligated to make stores and vendors aware of this exemption.

(2) **Means of Purchase:** To the extent possible, purchases shall be made utilizing the following hierarchy, with the preferred means listed first below:

(i) Direct bill to the City.

(ii) City-issued credit card.

(iii) Check drawn on City's bank account.

(iv) Petty Cash.

## ~~XI.~~XII. GUIDANCE DOCUMENT

(1) This Policy shall be utilized as a guidance document, only. Failure to comply with the mandates of this Policy shall not be considered illegal, per se, or the violation of law. However, the City Council reserves the right to consider disregard of this Policy grounds for disciplinary action in employment situations.

(2) This policy cannot address every situation. When an unusual situation occurs or a difficult legal problem arises, the Mayor or City Administrator may approve exceptions to this policy based on whose authority could approve the purchase, when in the best interests of the City, so long as the proposed exceptions are consistent with the local, state and federal law.

## ~~XII.~~XIII. STATE LAW

Nothing in this Policy shall be construed as waiving or altering the mandates of state law.