Notice of Meeting of the City Council of the City of Georgetown, Texas May 12, 2026

The Georgetown City Council will meet on May 12, 2026 at 2:00 PM at Council and Court Building, 510 W. 9th Street.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Policy Development and Discussion - Workshop

1.A Employee Recognition - Years of Service - April 2026
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager and City Council

1.B FY27 General CIP and May 27 Bond Election Planning
Presentation and discussion regarding FY27 Parks, Facilities and Streets CIP projects, and discussion on future bond planning for Parks, Facilities and Streets, including a follow-up discussion on the May 2027 bond election -- Nick Woolery, Assistant City Manager

1.C Water Resources Update
Presentation and discussion regarding the City's long-term water resources -- Caroline Stewart, Strategic Projects Manager

1.D Urban Forest Master Plan Review
Presentation and discussion of Urban Forest Master Plan -- Kelly Trietsch, Chief Development Officer

1.E Unified Development Code - Streetyard Landscaping
Presentation and discussion regarding updates to the Unified Development Code to the Streetyard Landscaping Requirements for Non-Residential and Multi-Family -- Ryan Clark, Planning Manager

Executive Session

In compliance with the Open Meetings Act, Chapter 551, Texas Government Code, Vernon's Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

2.A Executive Session 05.12.2026

Sec. 551.071: Consultation with Attorney

Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.

- Litigation Update
- Long-term Water Supply regarding Recharge Water, LP and Upwell Water
- Austin Avenue Bridges

Sec.551.072: Deliberations about Real Property

- 8th and Forrest
- University and Summercrest
- Deliberations regarding acquisition of a new drainage easement from property owned by ALJD-GTTX, LLC, and identified as WCAD Parcel ID R081207, Georgetown, TX 78628, as part of the City's Memorial Drive Road Improvements Project

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Project Lost Mine Peak
- Project Gopher
- Project Twist

Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

3.A Call to Order 05.12.2026

Pledge of Allegiance

Recognitions

- Retirement
- Tina Heine Level III Court Clerk Certification
- Teen Court Competition 1st Place Winners
- Texas Municipal Courts Education Center Traffic Safety Award for 2026

Actions out of Executive Session

3.B Resolution - Canvassing Results of May 2, 2026 Special Election

Consideration and possible action to approve a Resolution canvassing the votes of the May 2, 2026 Special Election, declaring the results to be official -- Robyn Densmore, City Secretary

3.C Resolution - Canvassing Results of the May 2, 2026 General Election

Consideration and possible action to approve a Resolution canvassing the votes of the May 2, 2026 General Election, declaring the results to be official -- Robyn Densmore, City Secretary

3.D Comments from Shawn Hood 2026

Comments from former Council Member, Shawn Hood and notes of appreciation -- Mayor Josh Schroeder

3.E Swearing In of Doug Noble 2026

Swearing in of elected Council Member District 2, Doug Noble -- Robyn Densmore, City Secretary

3.F Comments from Doug Noble 2026
Comments from newly elected Council Member District 2, Doug Noble -- Mayor Josh Schroeder

3.G Swearing In of Jake French 2026
Swearing in of re-elected Council Member District 6, Jake French -- Robyn Densmore, City Secretary

3.H Comments from Jake French 2026
Comments from re-elected Council Member District 6, Jake French -- Mayor Josh Schroeder

3.I Swearing In of Josh Schroeder 2026
Swearing in of re-elected Mayor, Josh Schroeder -- Robyn Densmore, City Secretary

3.J Comments from Josh Schroeder 2026
Comments from re-elected Mayor Josh Schroeder -- Mayor Josh Schroeder

3.K Election of Mayor Pro Tem 2026
Consideration of election from the dais of a Mayor Pro Tem -- Mayor Josh Schroeder

3.L Swearing in of Mayor Pro Tem 2026
Swearing in of Mayor Pro Tem -- Robyn Densmore, City Secretary

3.M Comments from Mayor Pro Tem 2026
Comments from incoming Mayor Pro Tem -- Mayor Josh Schroeder

Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or cs@georgetowntexas.gov.

4.A Public Wishing to Address 05.12.2026
At the time of posting no one had signed up to speak.

Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items which may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order to be discussed and acted upon individually as part of the Regular Agenda.

5.A City Council Minutes 04.28.2026

Consideration and possible action to approve the City Council meeting minutes from the special and regular meetings held on April 28, 2026 -- Robyn Densmore, City Secretary

5.B Housing Authority Board Appointments

Consideration and possible confirmation of appointment of Brett Hauser, Austin Long, and Franklin Stover as Non-resident Commissioners to the Housing Authority Board, appointing Nikita Goodwin as a Resident Commissioner and reinstating Denora Perry as a Resident Commissioner; complying with Local Government Code 392, Subchapter C, Section 392.031, Section 392.0331 and Section 392.034 filling vacancies, establishing term limits for resident commissioners, and establishing term lengths for regular commissioners -- Josh Schroeder, Mayor

5.C Resolution - ETJ Disannexation - Harper - 5.0009 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 5.0009 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R497216 and owned by Samuel Harper and Mary Elizabeth Harper -- Michael Charles, Real Estate Services Coordinator

5.D Resolution - ETJ Disannexation - Smythe - 2.5 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 2.5 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R367915 and owned by Mark Smythe and Kimberly Smythe -- Michael Charles, Real Estate Services Coordinator

5.E Resolution - Bluffview PID Maintenance Agreement

Consideration and possible action to approve a Resolution approving a Maintenance Agreement between the City and Bluffview Master Community, Inc., relating to maintenance of certain areas and improvements within the Bluffview Public Improvement District, making related findings and determinations, and providing an effective date -- Nick Woolery, Assistant City Manager

5.F Resolution - Transfer of a Portion of Georgetown Retail Water Certificate of Convenience and Necessity to the City of Killeen

Consideration and possible action to approve a Resolution approving the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement regarding retail water certificate of convenience and necessity service area transfer; authorizing the City Attorney to file a joint petition with the Public Utility Commission of

Texas seeking approval of the transfer -- Caroline Stewart, Strategic Projects Manager

5.G Resolution - Transfer of a Portion of Georgetown Retail Water Certificate of Convenience and Necessity to the City of Jarrell

Consideration and possible action to approve a Resolution approving the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement regarding retail water certificate of convenience and necessity service area transfer -- Caroline Stewart, Strategic Projects Manager

5.H Resolution - Texas Water Development Board Application Filing

Consideration and possible action to approve a Resolution requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith -- Caroline Stewart, Strategic Projects Manager

5.I Resolution - Grant request to Safe Streets for All Program Call for Pavement Marking and Sign Safety Management Plan

Consideration and possible action to approve a resolution of the City Council of the City of Georgetown, Texas expressing support for the request of Federal appropriations for the development of a Pavement Marking and Sign Safety Management Plan -- Lua Saluone, Transportation Manager

5.J Water Supply Term Sheet with Recharge Water, L.P.

Consideration and possible action to execute a water supply term sheet with Recharge Water, L.P. for the purchase of up to 34,000 acre feet of water per year -- Caroline Stewart, Strategic Projects Manager, Laurie Brewer, Assistant City Manager

5.K Terminable Utility Easement with Pedernales Electric Cooperative, Inc.

Consideration and possible action to approve the conveyance of a terminable utility easement to Pedernales Electric Cooperative, Inc., across a specific area within Garey Park in order to provide electric service to the cabins that the City is building in Garey Park, and to authorize the City Manager to execute the terminable utility easement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.L Agreement with Pedernales Electric Cooperative, Inc. for the Extension of Electric Facilities

Consideration and possible action to approve an agreement with Pedernales Electric Cooperative, Inc. for the extension of electric facilities within Garey Park in order to allow for the extension of electric facilities needed in connection with the City's construction of cabins within Garey Park, and to authorize the City Manager to execute the agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.M Professional Services Agreement - Urbano Architecture for Needs Assessment Study of culturally significant City-Owned Facilities

Consideration and possible action to approve Urbano Architecture firm for the professional services associated with the Needs Assessment Study of the Culturally

Significant city owned facilities in a fixed fee amount of $80,000.00 -- Jennifer Bettiol, CIP Manager

5.N Professional Services Agreement - Steinberg Hart Architecture for Phase II Library Needs Assessment

Consideration and possible action to approve Steinberg Hart Architecture for the professional services associated with the Phase II Library Needs Assessment, which will evaluate the children's area, lobby, teen area, circulation desk and staff areas for renovation in the sum of $190,925.00 -- Jennifer Bettiol, CIP Manager

5.O Municipal Service Agreement - 2025-8-ANX - 3500 FM 971

Consideration and possible action to approve a Municipal Service Agreement (MSA) for approximately 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX) -- Ryan Clark, AICP, Planning Manager

5.P Temporary Construction Easement with Habitat for Humanity of Williamson County

Consideration and possible action to approve a Temporary Construction Easement on City-owned property with Habitat for Humanity of Williamson County ("Habitat") in order to allow Habitat to temporarily store building materials, equipment, vehicles and other construction-related supplies, as needed for Habitat's construction of affordable housing on property owned by Habitat and near City's Property, and to authorize the City Manager to execute the Temporary Construction Easement in the form substantially similar to the document attached hereto -- Juan C. Rodriguez, Real Estate Program Manager - Real Estate Services

Legislative Regular Agenda

6.A Public Hearing - Bluffview Public Improvement District (PID)

Public Hearing on Proposed Assessments to be Levied against property in the Bluffview Public Improvement District Improvement Area #1 -- Nick Woolery, Assistant City Manager

6.B Second Reading - Levying Special Assessments for Bluffview Public Improvement District (PID)

Second Reading of an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for The Bluffview Public Improvement District improvement Area #1; Fixing a Charge and Lien Against All Properties within Improvement Area #1 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 -- Nick Woolery, Assistant City Manager

6.C First and Final Reading - Ordinance Authorizing Issuance of Bonds for Bluffview

Public Improvement District (PID)

First and final reading of an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District 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 -- Nick Woolery, Assistant City Manager

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2026, at _____, and remained so posted for at least three business days preceding the scheduled time of said meeting.

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Employee Recognition - Years of Service - April 2026

SUGGESTED ACTION:
Presentation and recognition of the Years of Service and the value which the City of Georgetown Employees add to the organization, presented to those who have served at intervals of five years from the anniversary month in which they started -- David Morgan, City Manager and City Council

ITEM SUMMARY:
Recognition of the following employees for their dedicated service to the City of Georgetown.
Five Years
Cody Glasscock – Permitting & Inspections
Ten Years
Courtney Hanson – Electric
Raymond Yanez – Systems Engineering
Rudy Arredondo - Facilities
Twenty Years
Stephanie McNickle - Planning

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Jessica Zamora, Human Resources and OD

ATTACHMENTS:
April 2026 Years of Service Celebration.pdf

City of Georgetown
April 2026 Years of Service Celebration

Cody Glasscock
Permitting & Inspections

Celebrating 5 Years of Service

Courtney Hanson
Electric

Raymond Yanez
Systems Engineering

Rudy Arredondo
Facilities

Celebrating 10 Years of Service

Stephanie McNickle
Planning

GEORGETOWN
TEXAS

Celebrating 20 Years of Service

#LoveWhereYouWork

GEORGETOWN
TEXAS

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
FY27 General CIP and May 27 Bond Election Planning

SUGGESTED ACTION:
Presentation and discussion regarding FY27 Parks, Facilities and Streets CIP projects, and discussion on future bond planning for Parks, Facilities and Streets, including a follow-up discussion on the May 2027 bond election -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Staff will provide an overview of planned capital projects in FY27 and FY28, which will close out all previously authorized general obligation debt from the 2008, 2015, 2021 and 2023 bond elections. In anticipation of continued capital project needs to support the growth of the community, Council provided feedback in January 2026 to pursue a bond election in May 2027, primarily to support road infrastructure needs. Staff has gone back to look at potential facility and parks needs between FY29-FY38 to provide Council with a picture of what can be accomplished within projected debt capacity while also meeting the roadway infrastructure needs that are planned during that ten-year span. This presentation will walk through that analysis and allow an opportunity for Council to provide feedback on facility and parks projects, which will ultimately help in determining what will be available for roadway projects.

FINANCIAL IMPACT:
No impact at this time.

SUBMITTED BY:
Amber Burnette, City Manager's Office

ATTACHMENTS:
Council Workshop - Transportation, Parks and Facilities CIP and Bond Election Planning (05-12-2026).pdf

Transportation, Parks and Facilities CIP and Bond Election Planning

MAY 12, 2026 | CITY COUNCIL WORKSHOP

GEORGETOWN TEXAS

Purpose

Provide an overview and seek feedback on General Capital Projects (Transportation, Parks and Facilities) slated for FY27-FY28 and discuss next steps in planning for the May 2027 bond election.

Feedback Requested:

1) Does Council have any questions on the projects slated for the next two years (FY27-FY28)?
2) Does Council support programming the future facilities projects into the 12-year debt model?
3) What parks and trails projects would Council like to program into the 12-year debt model?
4) Does Council still want to appoint a resident committee to review and prioritize potential road projects? If so, how do you want to handle committee structure and appointments?

Previous Bond Elections

- Since 2008, the City has taken bond elections to the voters in the following years:
  - 2008 | 2011 | 2015 | 2021 | 2023
  - Bond packages have included roads, sidewalks, public safety facilities, parks, recreation facilities and other city facilities
- $68 million of the authorized debt is yet to be issued, with the majority going towards the 2023 facilities projects
  - Most of the authorized debt for the remaining bond projects should be issued during FY27 and FY28

Debt Modeling & Future Capacity

FY26-28 are not shown due to those years not having capacity, but below is how Assessed Value (AV) Growth and Interest Rate is modeled into those three years:

FY26
AV Set
4.17% Interest Rate

FY 27
8.00% AV Growth
4.37% Interest Rate

FY 28
7.00% AV Growth
4.37% Interest Rate

Fiscal Year	Capacity	Capacity w/ $0.01 Rate Inc.	AV Growth	Interest Rate
2029	$88,000,000	$116,875,000	7.00%	4.37%
2030	$38,560,000	$39,365,000	6.00%	4.37%
2031	$35,780,000	$36,590,000	4.00%	5.00%
2032	$33,245,000	$34,175,000	3.00%	5.00%
2033	$24,045,000	$24,760,000	3.00%	5.00%
FY 29-33	**$219,630,000**	**$251,765,000**		
After CO's	**$189,130,000**	**$221,265,000**		
2034	$31,230,000	$32,200,000	3.00%	5.00%
2035	$53,840,000	$54,625,000	3.00%	5.00%
FY 29-35	**$304,700,000**	**$338,590,000**		
After CO's	**$262,000,000**	**$295,890,000**		
2036	$62,485,000	$62,745,000	3.00%	5.00%
2037	$64,340,000	$64,910,000	3.00%	5.00%
2038	$62,920,000	$63,000,000	3.00%	5.00%
FY 29-38	**$494,445,000**	**$529,245,000**		
After CO's	**$433,445,000**	**$468,245,000**		

Assumes $6.1 million per year in CO's for public safety vehicles and parks equipment replacement

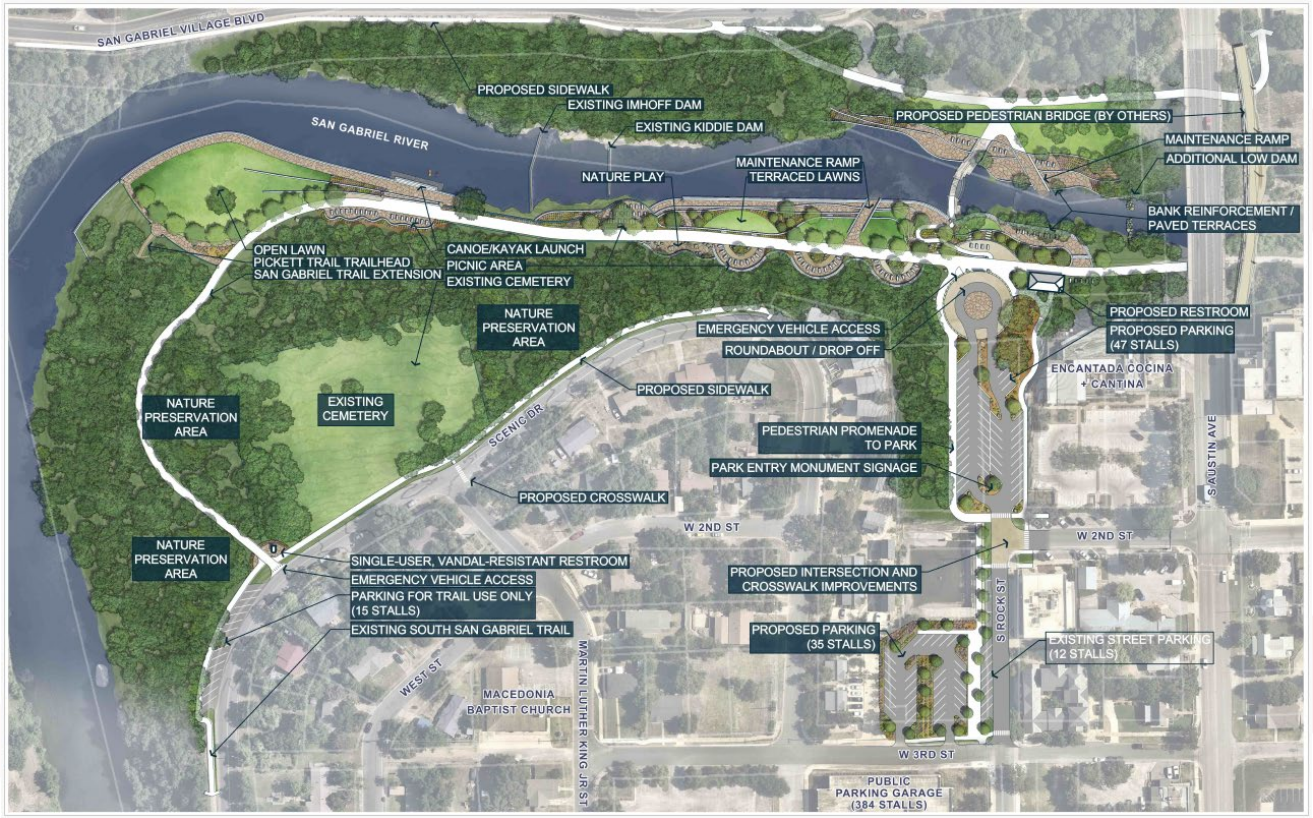
FY27-FY28 General CIP Projects

Project	FY2027	FY2028
Animal Shelter	12,000,000	
Fire Station 10	1,250,000	
Fire Station 3 & 4 Needs Assessment	125,000	
Library Facility Renovation		425,000
Parks and Recreation Shop Building Renovation	70,000	
Recreation Center Renovation-Expansion		45,000,000
YMCA Partnership	10,000,000	
Public Safety Vehicles - Fire	4,870,000	4,165,000
Public Safety Vehicles - Police	1,687,000	1,921,500
ADA Parks & Trails Enhancements	250,000	200,000
Blue Hole Park Improvements	7,900,000	
Park Capital Equipment Replacement	876,000	843,000
Park Improvements - MP Medium Priority	400,000	
River Ridge Park Renovation	300,000	
2015 Road Bond Priority 1 - Sidewalks	1,025,000	
Annual Intersection Improvements	1,500,000	
	42,253,000	**52,554,500**

FY27-FY28
Parks Projects

Blue Hole Park Improvements

- Master Plan completed Fall 2025
- Task Order with Halff for Construction Design approved 1/27/26
- Design kicked off in February

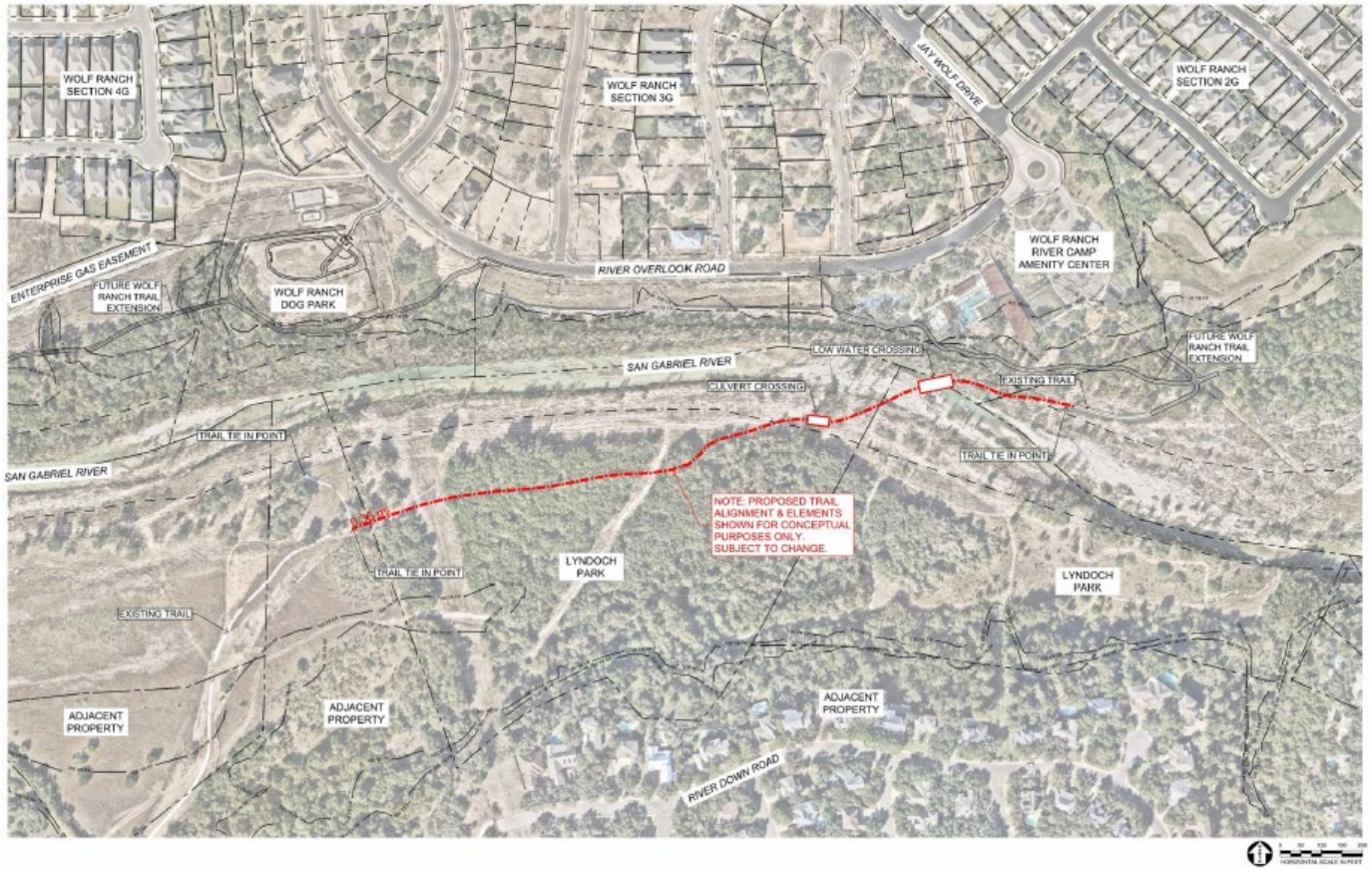


Park Capital Equipment Replacement

Location	2027	2028	2029	2030	2031
Bark Park	$ -	$ -	$ -	$ -	$ 13,800
Berry Creek Highland Trailhead	$ -	$ -	$ -	$ 1,000	$ -
Berry Creek Park	$ 10,000	$ 200,000	$ -	$ -	$ -
Booty's Park	$ 12,000	$ -	$ 15,000	$ 110,000	$ -
Chandler Park	$ -	$ 4,000	$ -	$ -	$ 10,000
Chautauqua Park	$ -	$ -	$ 12,000	$ -	$ -
Community Center	$ -	$ -	$ -	$ -	$ 8,000
Creekside Park	$ -	$ -	$ -	$ 12,000	$ 1,000
Downtown	$ 11,000	$ 5,000	$ -	$ -	$ -
Edwards Park	$ -	$ 3,000	$ 150,000	$ -	$ 1,000
Edwards Park	$ -	$ -	$ -	$ -	$ 500
Emerald Springs Park	$ -	$ 500	$ 1,500	$ -	$ 30,000
Garey Park	$ 17,000	$ 5,000	$ 17,000	$ 5,000	$ -
Geneva Park	$ -	$ 2,000	$ -	$ 150,000	$ -
Golden Bear	$ -	$ -	$ -	$ -	$ 5,500
Heritage Gardens	$ -	$ 500	$ -	$ -	$ -
Katy Crossing Park	$ -	$ -	$ 160,000	$ -	$ -
Madrone Park	$ -	$ -	$ -	$ 10,000	$ 5,500
McMaster Park	$ 350,000	$ 356,000	$ 98,000	$ 50,000	$ -
Old Town Park	$ -	$ -	$ 162,000	$ 3,500	$ 5,500
Pinnacle Park	$ -	$ -	$ -	$ -	$ 5,000
Rabbitt Hill	$ 204,000	$ -	$ -	$ -	$ 27,000
Recreation Center	$ 107,000	$ -	$ 40,000	$ 46,500	$ 106,000
River Ridge Pool	$ -	$ -	$ -	$ 15,000	$ -
Rivery Park	$ 10,000	$ -	$ -	$ -	$ 75,000
Rowan Park	$ -	$ -	$ -	$ 28,000	$ -
San Gabriel Park	$ 23,000	$ 80,000	$ -	$ 5,000	$ 35,500
San Jose Park	$ -	$ -	$ -	$ 10,000	$ 10,000
South San Gabriel Trail	$ 18,000	$ -	$ -	$ -	$ -
Summers Green Park	$ 5,000	$ -	$ -	$ -	$ -
Tennis Center	$ 20,000	$ -	$ -	$ -	$ -
VFW Park	$ 15,000	$ 55,000	$ -	$ -	$ -
Village Park	$ -	$ 11,000	$ -	$ 50,000	$ 5,000
Village Pool	$ -	$ 105,000	$ -	$ -	$ 45,000
Williams Pool	$ 74,000	$ 6,000	$ 120,000	$ 20,000	$ 316,000
Windridge Park	$ -	$ 10,000	$ -	$ 150,000	$ -
Grand Total	$ 876,000	$ 843,000	$ 775,500	$ 666,000	$ 705,300

Bluffview Trail Connection & Low Water Crossing

- Trail connection from Bluffview Park and Trail access point through Lyndoch Park including crossing to connect with regional trail
- Design is underway
- $600K FY27 for trail with Parkland Dedication funding
- Separate funding from Hillwood for low water crossing



Park Improvements – Master Plan Medium Priority

$1.6M – Phased over FY27 – FY30

- FY27 $400K - San Jose Park – larger pavilion, loop trail, and parking
- FY29 $300K - Carlson Place – trails access to Meadows Park
- FY30 $900K
  - Emerald Springs – looped trails and connections
  - Windridge Village – looped trail and picnic shelter

River Ridge Park Renovations

- Spring 2026 - Neighborhood Input
- Summer/Fall 2026 - Pool Demo
  - Estimate $100K
  - Timing dependent on cost/bidding requirements
- $300K in FY27 - Renovations

ADA Transition Plan

- Self Assessments of 15 parks and four trails completed in 2025
- Locations prioritized by necessity and coordination with planned CIP projects.
- This is the same method utilized in the 2016 Transition Plan.
- Phased over 5 years ~$225K/year

Location	FY27	FY28	FY29	FY30	FY 31
Berry Creek Park			$ 6,919	$ 94,831	
Booty's Road Park		$ 32,039			
Carlson Place Park			$ 7,175		
Chautauqua Park	$ 65,507				
Emerald Springs Park			$ 16,725		
Heritage Community Garden	$ 675				
Highland Village Park			$ 19,494		
Katy Crossing Park			$ 94,282		
Madrone Park			$ 1,226		
McMaster Sports Complex	$ 111,120				
Pinnacle Park			$ 9,619		
Rabbit Hill Park					$ 195,564
Randy Morrow Trail	$ 763	$ 125,258			
Rivery Park	$ 47,689				
San Gabriel Park Loop			$ 2,438		
San Jose Park & Splash Pad		$ 19,189			
South San Gabriel River Trail		$ 25,469			
Summercrest Park		$ 12,656			
University Park				$ 23,801	
VFW Park				$ 31,069	
Village Pool & Park			$ 48,753		
Williams Drive Pool & Park				$ 34,821	
Grand Total	**$ 225,754**	**$ 214,611**	**$ 206,631**	**$ 184,522**	**$ 195,564**

FY27-FY28
Facilities Projects

Library Feasibility Study

Phase II

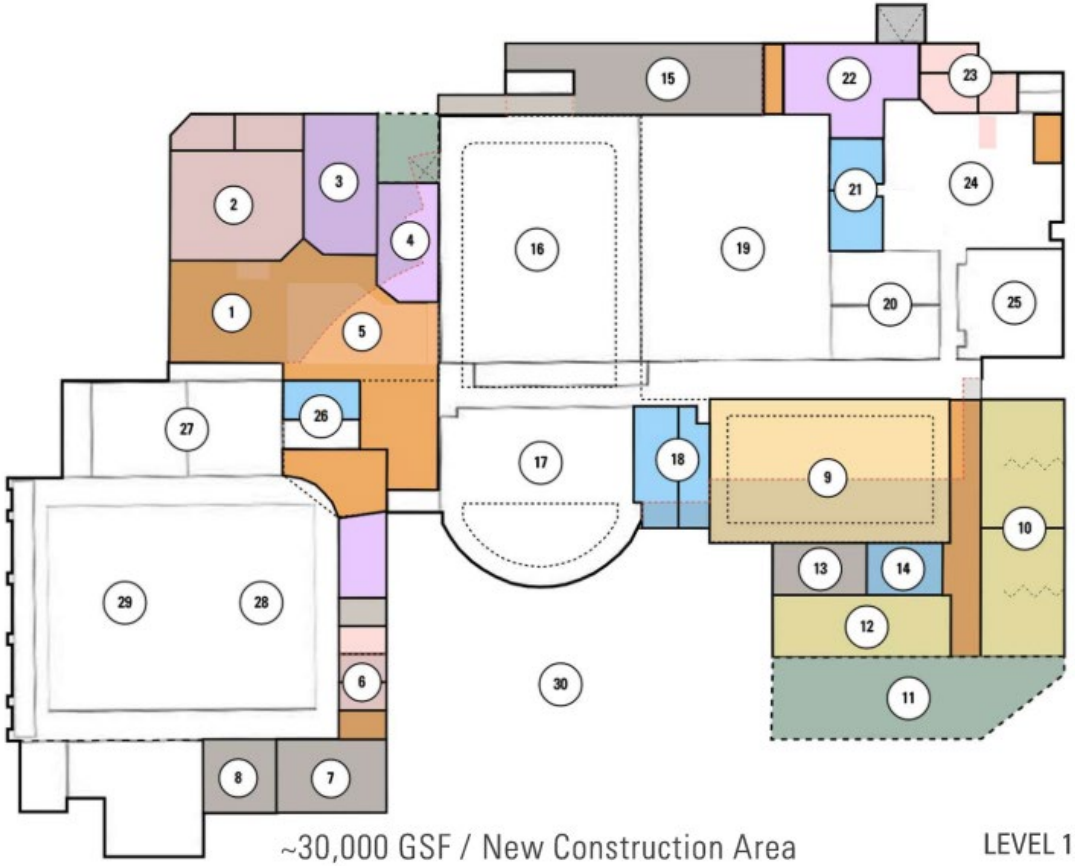
Steinberg Hart

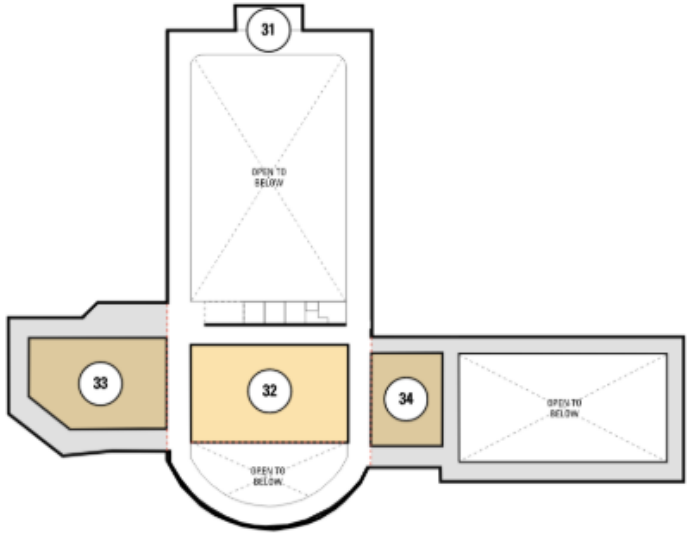
Focus on improvements to:

- Children's Area
- Teen Area
- Employee work area
- Circulation Desk

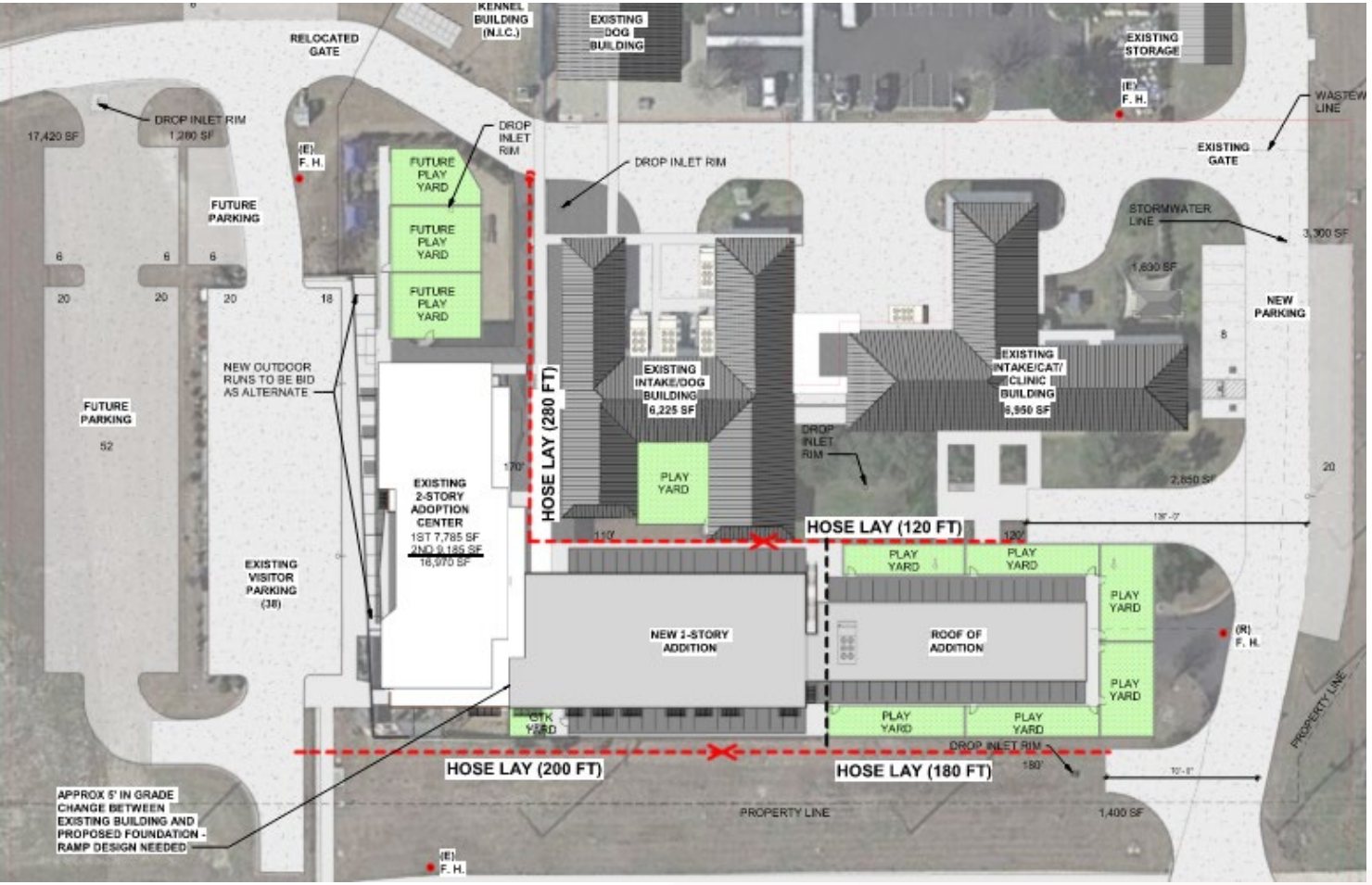
Recreation Center Addition and Renovation

Currently in Solicitation for Architect





Williamson Co Animal Shelter

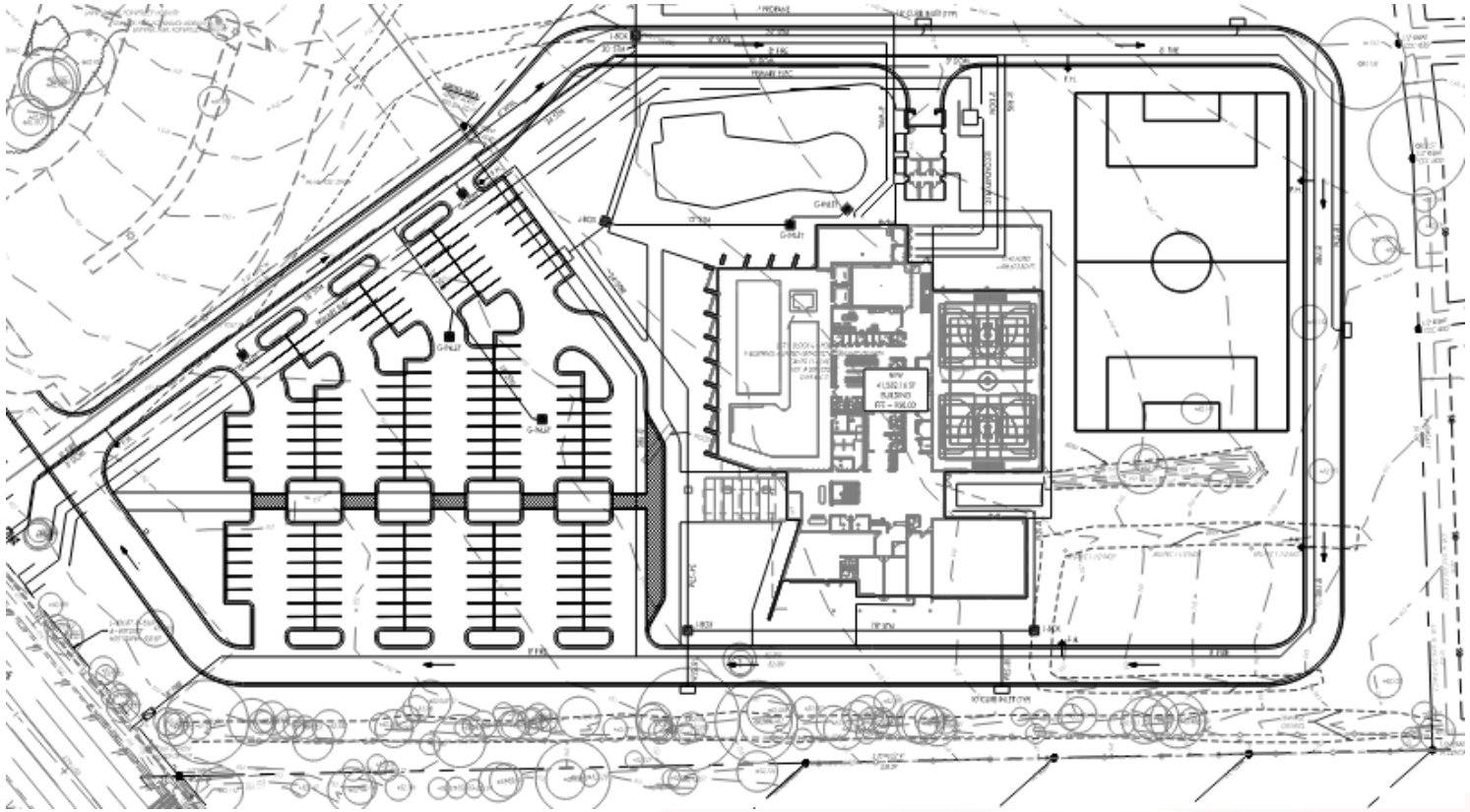


Quorum Architecture

Bartlett Cocke General Contractors

- Design Development Phase
- Targeting Construction permit for end of September

YMCA



Schaefer Architecture

Chasco Constructors LTD

- Final Plat in review
- TCEQ Letter of Approval received
- Building permit issued

FY29-FY38 CIP Planning

Future Facilities Projects

- **Public Safety**
  - Fire Station 9
  - Fire Station 10
  - Fire Stations 3 & 4 Renovations
  - PSOTC Phase III
- **Facility Renovations**
  - Georgetown Municipal Complex & Fleet Services
  - Library
  - Parks & Recreation Administration
  - Light and Waterworks

FY29-FY38 Debt Capacity if Facility Projects are Funded

FY29-FY38 Debt Capacity	$	494,445,000
Fire Vehicles	$	31,425,000
Police Vehicles	$	27,840,000
Parks Equipment	$	10,336,100
Remaining After CO's	$	424,843,900
Facilities Projects	$	70,214,500
Remaining After Facilities Projects	$	354,629,400

Future Transportation Projects

- Roughly $300 million in identified projects from FY29-FY38
- $168 million in near-term needs
- Roadway Expansions
  - FM-971 (Gann to SH-130), SH-29 East (Haven to SH-130), SW Bypass (SH-29 to I-35), NE Inner Loop (I-35 to FM-971), Stadium Drive, Shell Road (Sycamore to Shell Spur), Airport Road (Aviation Dr to Vortac Ln), Southwestern Blvd (Fairhaven to Sam Houston), Williams Drive (Serenada to D.B. Wood)
- Intersection Improvements
- Sidewalk Master Plan Implementation
- Austin Avenue Road Diet and Historic Square Enhancements

Future Parks & Trails Projects

- ADA Enhancements ($600 thousand)
- McMaster's Artificial Turf ($5 million)
- Tennis Center Renovations ($2.5 million)
- Completion of South San Gabriel River Regional Trail ($2.9 million)
- Smith Branch Regional Trail – South Segment ($4.1 million)
- SE Georgetown Utility Corridor Regional Trail ($8.5 million)
- Regional Trail Trailheads and Access Points ($2.5 million)
- San Gabriel Park Phase IV ($73 million)
- Westside Park / Southeast Community Park ($TBD)

McMaster's Artificial Turf

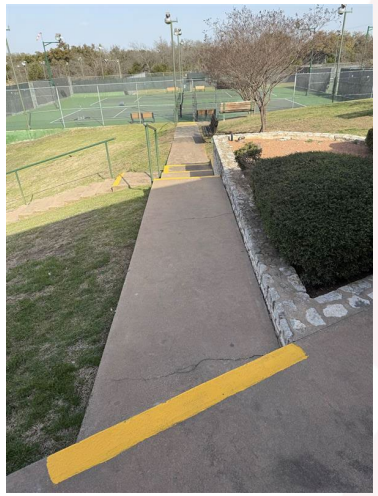
- High demand for field utilization
  - Increased field availability for programming – currently capped at appr 20 hrs/wk
  - Reduced impact due to weather related closures
  - Reduced irrigation (reclaimed)
- Potential support for programming deficit during SG PH 4 construction

Before

After

Tennis Center Court Renovation

- Facility is over 45 years old with minimal renovations to the courts
  - Resurface 11 courts
  - New court fencing
  - New lighting
  - New ADA court access
  - Parking improvements



Regional Trail – South San Gabriel River Trail

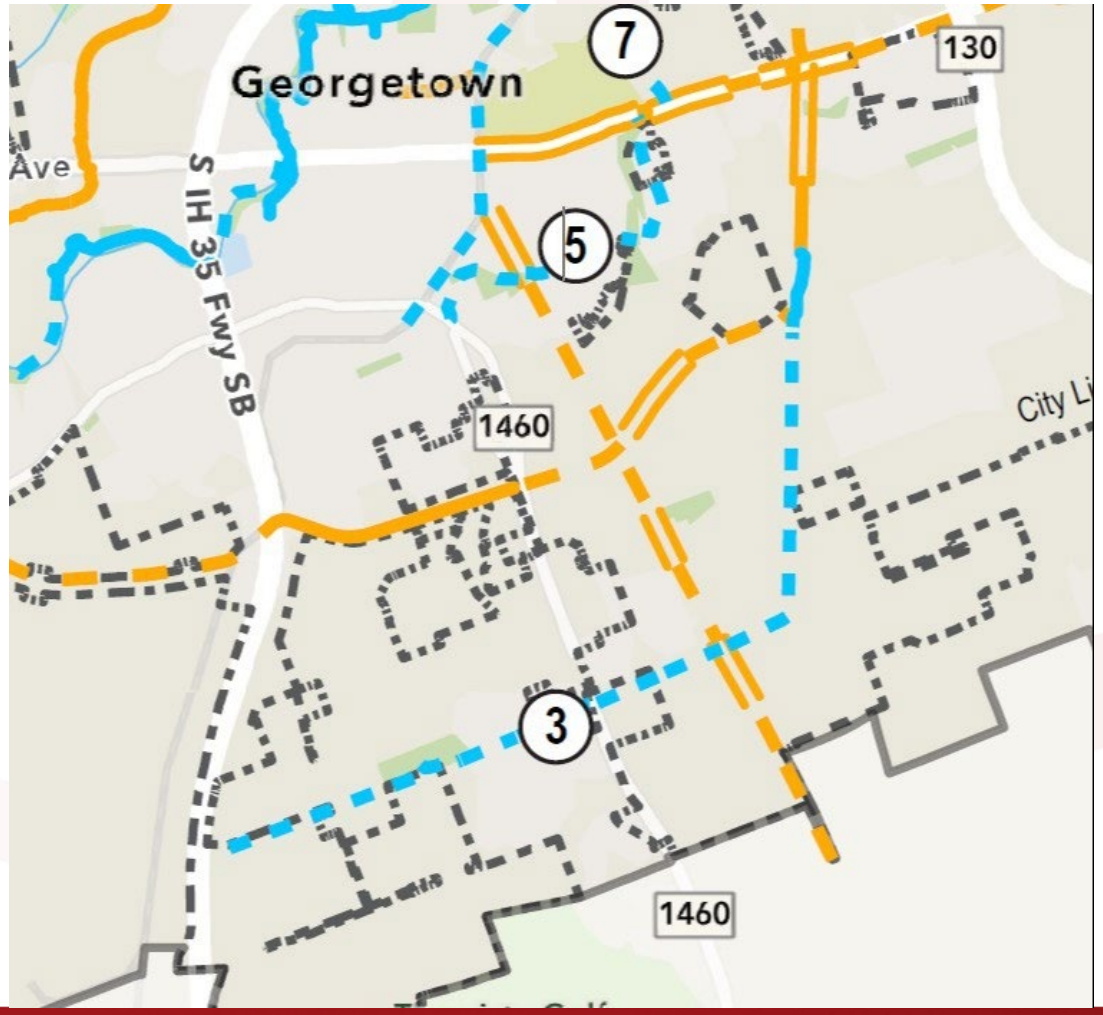
- Master Plan High Priority
- County has desire to fund a trail project with bond funds
- Opportunity to fill in trail gaps to get to Garey Park
- Met with County 4/14/26

Regional Trail - Smith Branch Trail South

- Master Plan High Priority
- ~1.8-mile segment from FM 1460 to University Ave.
- #5

Regional Trail - SE Georgetown Utility Corridor

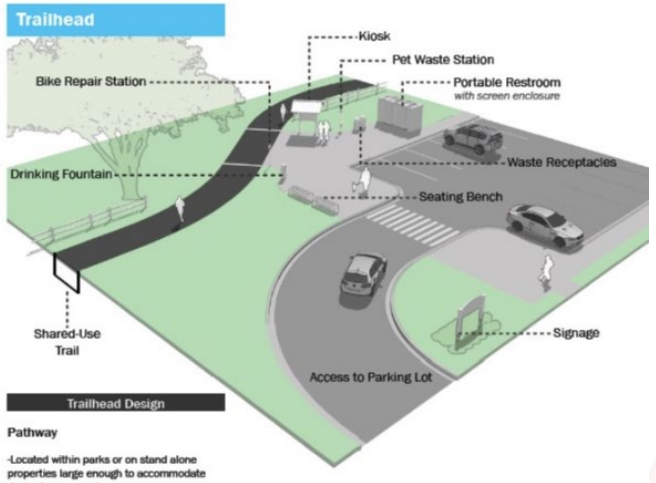
- Master Plan High Priority
- ~4.2-mile segment from Kelly Dr. to Mitchell Elementary
- #3



Regional Trail – Trailheads & Access

- MP Priority
- Develop formalized trailheads and access points
- Possible Components
  - Parking
  - Restrooms
  - Shelters
  - Drinking fountains
  - Signage

Trailhead ×



Trailhead Design

Pathway

-Located within parks or on stand alone properties large enough to accommodate desired programming

-Provide community or regional access to trail

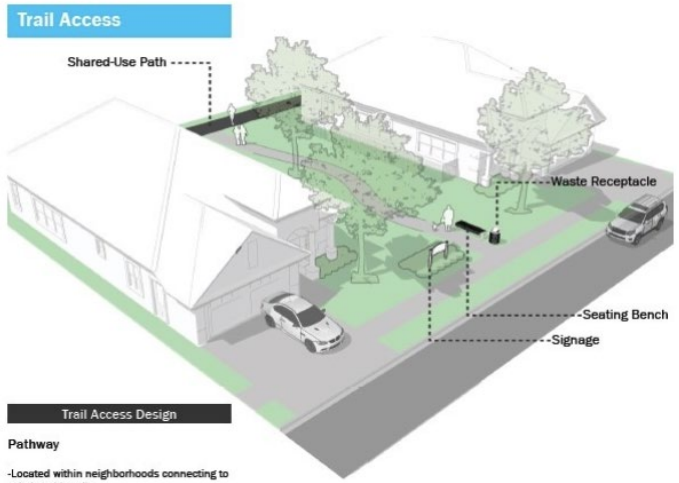
-Off-street parking is necessary to accommodate trail users, with number of parking spaces provided determined on a case by case basis, but corresponding to the number trail users and proximity to other trailheads

-Programming should include signage, a trail information kiosk, seating, waste receptacle

-Additional programming may include pet waste station, bike repair station, restroom facility, drinking fountain, and emergency call box

-Restrooms may be portable in a stand alone trailhead property or a permanent structure if part of a larger park

Trail Access ×



Trail Access Design

Pathway

-Located within neighborhoods connecting to existing sidewalks

-This connection point should occur in common space of a development with a recommended minimum corridor of 20' in width

-Provide local or neighborhood access to trail

-Additional parking should not be provided at these location to avoid excess vehicle traffic in neighborhoods

-Programming should be limited to seating, waste receptacle and trail signage.

San Gabriel Park Phase 4

- Redevelopment of athletic field area known as Phase IV
- 9 baseball fields – multiple sizes
- 4.5 acres of soccer fields
- Additional restrooms, playground, concessions, additional parking

Council Feedback

Feedback Requested:

1) Does Council have any questions on the projects slated for the next two years (FY27-FY28)?
2) Does Council support programming the future facility renovation projects into the 12-year debt model?
3) What parks and trails projects would Council like to program into the 12-year debt model?
4) Does Council still want to appoint a resident committee to review and prioritize potential road projects? If so, how do you want to handle committee structure and appointments?

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Water Resources Update

SUGGESTED ACTION:
Presentation and discussion regarding the City's long-term water resources -- Caroline Stewart, Strategic Projects Manager

ITEM SUMMARY:
Staff has made progress carrying out City Council's directives related to contracting for long-term water, arriving at a detailed term sheet with Recharge Water, LP. This workshop item will discuss the proposed terms of the water supply term sheet and seek Council's direction moving forward.

FINANCIAL IMPACT:

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
Item 1C Water Resources Update.pdf

Water Resources Update

City Council Workshop

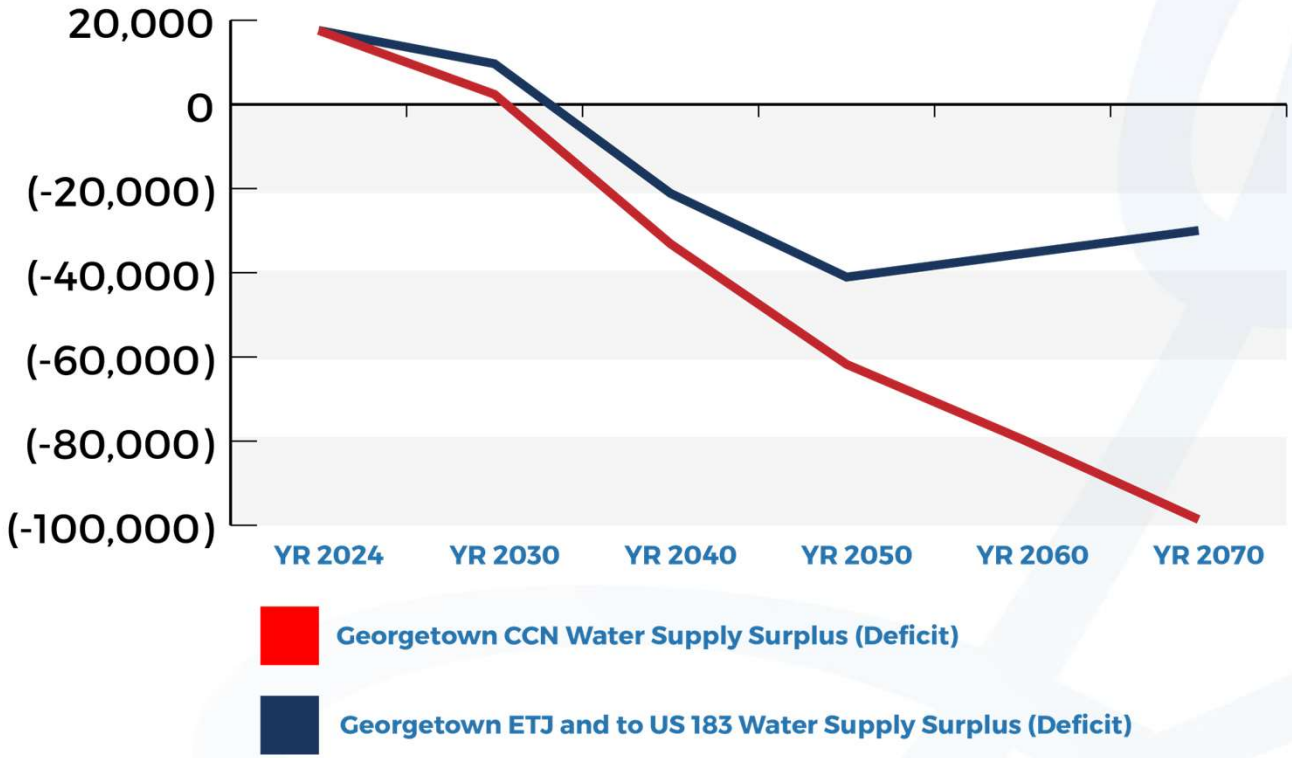
May 12, 2026

TODAY'S DISCUSSION

- Water Supply Agreement – Term Sheet
- Infrastructure and Additional Projects

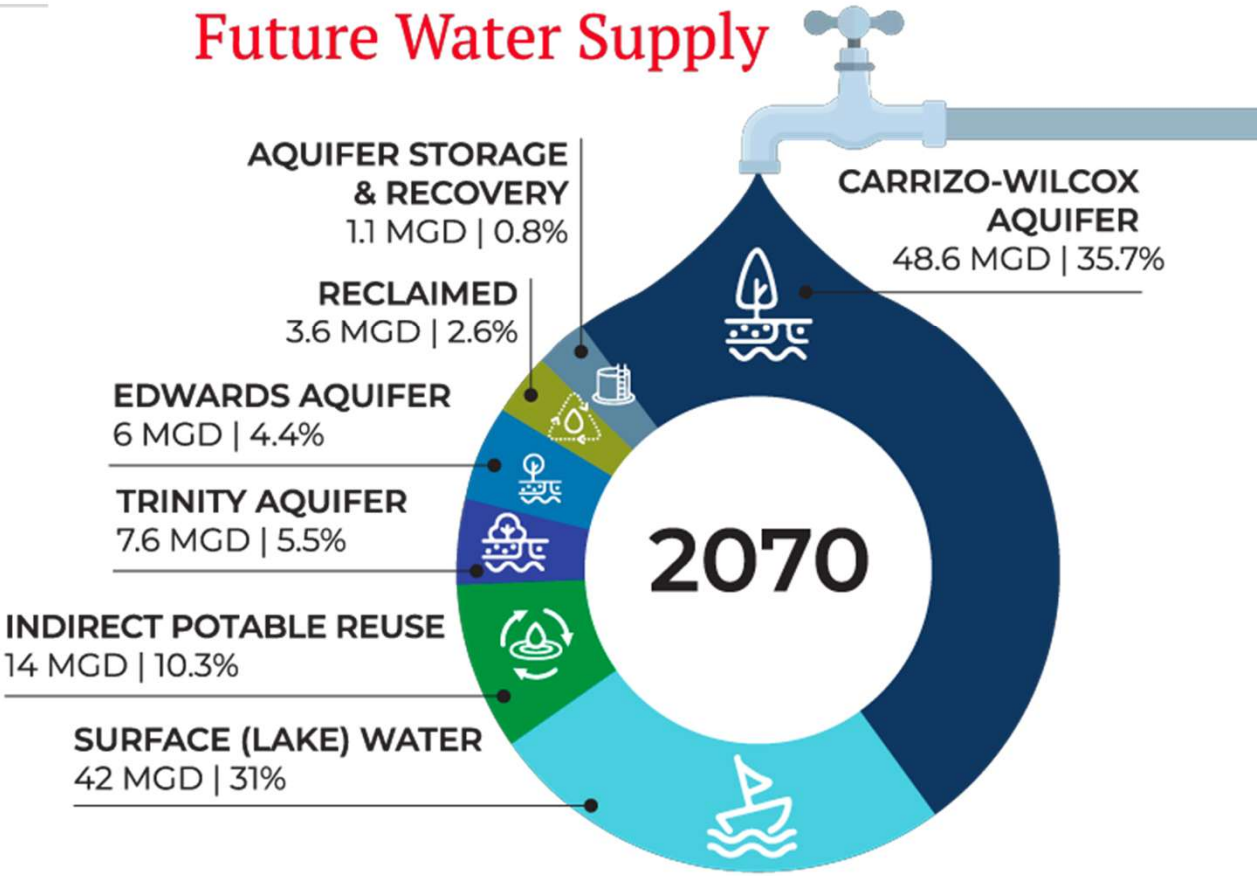
WATER SUPPLY

WITH CCN SALE: LONG-TERM WATER SUPPLY DEFICIT REDUCED BY 58%



DIVERSIFYING OUR WATER SUPPLY

- Primary goal to increase reliability and resiliency through diversification.
- Largest future source: groundwater supply.



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CARRIZO-WILCOX AQUIFER PROJECTS

Over the last two years, the City has negotiated multiple deals with the goal of finalizing the one that would best serve the City's long-term interests based on price and risk factors.

Recharge: 34,800 acre-feet per year permitted for production and transport from Lee and Bastrop Counties. 35-mile pipeline to the City.

EPCOR/Upwell: 50,000 acre-feet per year permitted for production and transport from Robertson County. 60-mile pipeline to the City.

Assuming the CCN sale occurs, either option would meet the City's water needs for decades.

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WATER SUPPLY AGREEMENT: TERM SHEET

- An agreement with Recharge is expected to cost rate payers hundreds of millions of dollars less than an earlier agreement explored with EPCOR because:
  - The Recharge transmission pipeline would only need to be 35 miles long vs. 60 miles to reach EPCOR's water source, significantly reducing the capital investment required.
  - The City will pay far less in reservation fees because Recharge will only charge the fees on water that's reserved but not used, while EPCOR proposed charging reservation fees for all water contracted, including water the City had already drawn down.

WATER SUPPLY AGREEMENT: TERM SHEET

- The City believes negotiating a formal agreement with Recharge presents the best option for meeting Georgetown's future water needs at the best terms for ratepayers.
- Tonight, we are seeking Council's approval to sign a term sheet and formalize these terms in a final water supply agreement.
- We will continue to explore additional opportunities for water until a WSA is finalized.

RECHARGE TERM SHEET

- **Project**: Recharge will produce, treat and deliver up to 34,800 AFY of groundwater from the Simsboro formation of the Carrizo-Wilcox Aquifer based upon the take-down schedule.
  - Recharge to maintain all groundwater rights and permits; design, build, finance, operate, and maintain the project up to the delivery point.
  - City to build interconnection improvements in Circleville and take or pay for water made available.
- **Term**: 30-year term after final take-down with up to two 30-year renewal options.
  - Price during renewal will be reduced to reflect paid off debt and equity.

RECHARGE TERM SHEET
QUANTITY

Recharge must supply the annual volume at the delivery point. Subject to volume and quality obligations, City must take or pay for water made available.

Phase	Date	AFY	Wells
Phase 1	2030	13,800	3 Recharge wells in Lee County
Phase 2	2033	24,000	+2 Recharge wells in Lee County
Phase 3	2038	34,800	+2 Recharge wells in Bastrop County

RECHARGE TERM SHEET
PRICE

- **Reservation Fees**:
  - Confidential until final agreement is signed.
    - Not paid until final WSA is signed later this year
  - Reservation Fees will be removed once water is taken down
- **Take-or-Pay Price**: Groundwater Price + Capital Cost
  - Confidential until final agreement is signed.
  - Capital Cost: Will be determined once contractor provides Guaranteed Max Price. City has opportunity to offramp if price is too high.
  - Groundwater price will escalate with CPI subject to an annual cap.

RECHARGE TERM SHEET
DELIVERY SHORTFALLS

- For unexcused delivery shortfalls, City will NOT pay for water not delivered.
  - Recharge must deliver the water later at no cost to the City.
- For force majeure and emergency conditions that are not Recharge's fault, the City still will not pay for water not delivered. However, Recharge has the opportunity to deliver that water later, and the City will pay for it when received.
- Bottom Line: City will NOT pay the take-or-pay price for water that is not delivered.

RECHARGE TERM SHEET
WATER QUALITY

- Recharge must ensure water meets primary and secondary water drinking standards (except for iron).
  - For iron, City may elect to address treatment itself or have Recharge handle.
  - For off-spec water, City has no obligation to pay for water and may immediately cease taking delivery.
  - If City does take the water and treats the problem itself, City will pay a reduced rate based on the percentage the delivered water is off-specification from standard.
  - Other remedies also available (Recharge must pay any fines, assist with communications, etc.)

RECHARGE TERM SHEET
FINANCIAL PARTICIPATION RIGHTS

- City may determine key details on debt structure, including obligation for investment-grade credit rating, non-recourse, fixed interest rate, final maturity, and other terms.
- City will have the right to review and comment on the plan of finance, including the debt instrument and borrowing terms, maturity and amortization, terms for equity investment, form of offering, etc.
- City may make recommendations on credit rating agencies and participate in agency dialogue.
- City may review and make recommendations on underwriter placement agent selection.

RECHARGE TERM SHEET

- **O&M:** Recharge will operate and maintain the project, including all permits and lease rights required. Recharge will perform all maintenance and repairs and employ a full-time Grade A operator, ensuring compliance with all regulations and laws.
  - Recharge will maintain auditable cost records.
  - City has the right to monitor, visit, and inspect the project.
  - City will pay for O&M costs based on reasonable and necessary costs incurred by Recharge as determined by a budget panel (established by the parties) at the beginning of each year during the term followed by a true-up at end of year.

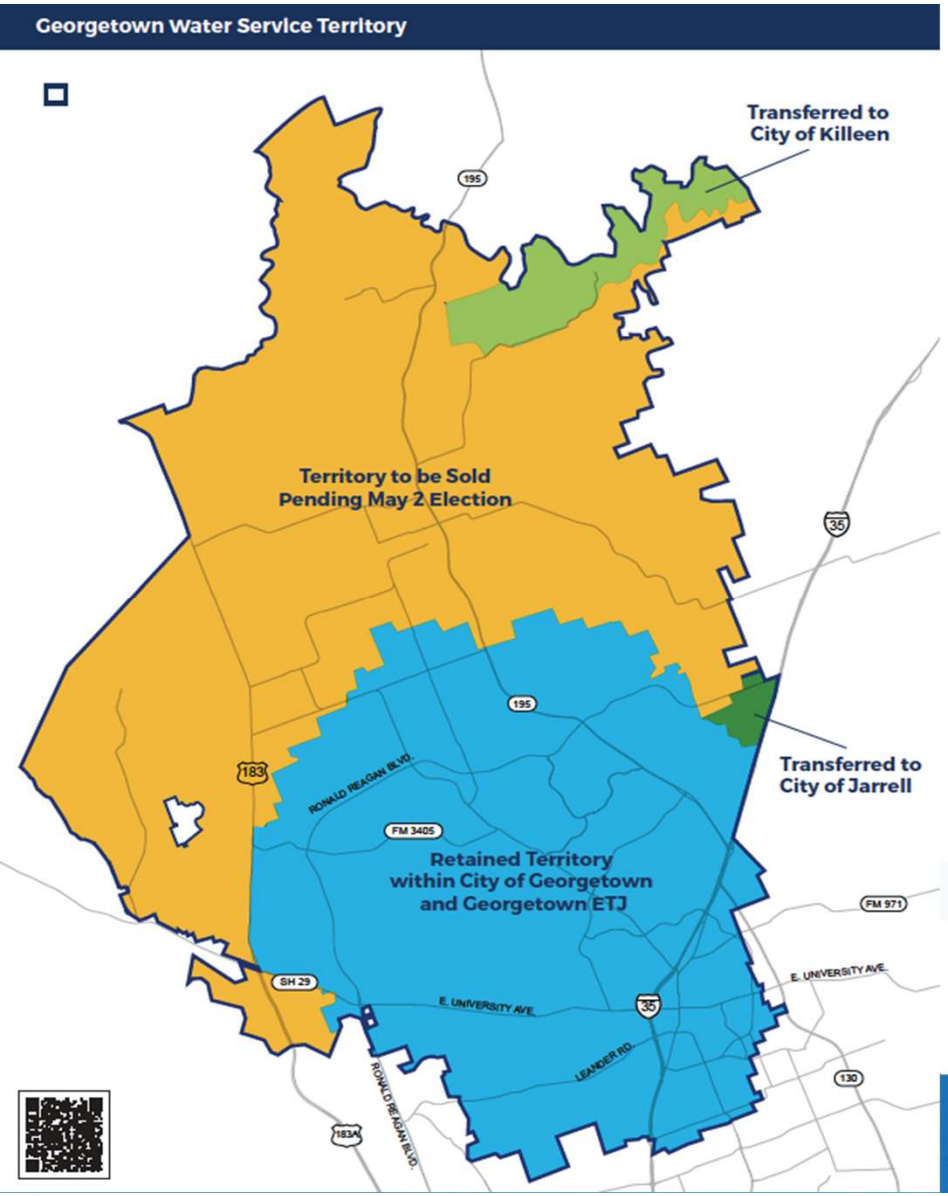
COUNCIL FEEDBACK

- As we move from term sheet to final contract negotiations, does Council have any further direction on the City's position and long-term goals for water supply?

CCN UPDATES

CCN ELECTION

- On May 2, voters approved the sale of a portion of the water service territory to National Utility Infrastructure.
- The City will now advance the Purchase and Sale Agreement, which must be approved by the PUC.
  - We expect this PUC process to take several years.
- Over the last few months, staff has met with NUI to discuss technical transition issues.
  - City will continue to perform physical operation and maintenance for up to two years after closing.
  - City will provide wholesale water for up to ten years.



KILLEEN AND JARELL

- Killeen and Jarrell have both agreed to buy territory within their ETJs.
- The resolutions to approve the proposed transfer agreements are on tonight's consent agenda.
- Next steps: File with the PUC.

INFRASTRUCTURE AND ADDITIONAL PROJECTS

GEORGETOWN REGIONAL WATER INITIATIVE

- The City is building a major water line from Circleville to the northern area of Georgetown to transport the water from Recharge and other sources.
- The line will strengthen Georgetown's water infrastructure, enhance system flexibility, and help meet increasing water demands while improving resilience during drought.

New water transmission pipeline

Water line construction connecting Circleville to Georgetown.

Pump stations and related facilities

Infrastructure to efficiently move water through the transmission system.

System connections

Integration with Georgetown's existing water and treatment systems.

Supporting infrastructure improvements

Electrical, control and access upgrades for safe, reliable operation.

GEORGETOWN REGIONAL WATER INITIATIVE

Project Status

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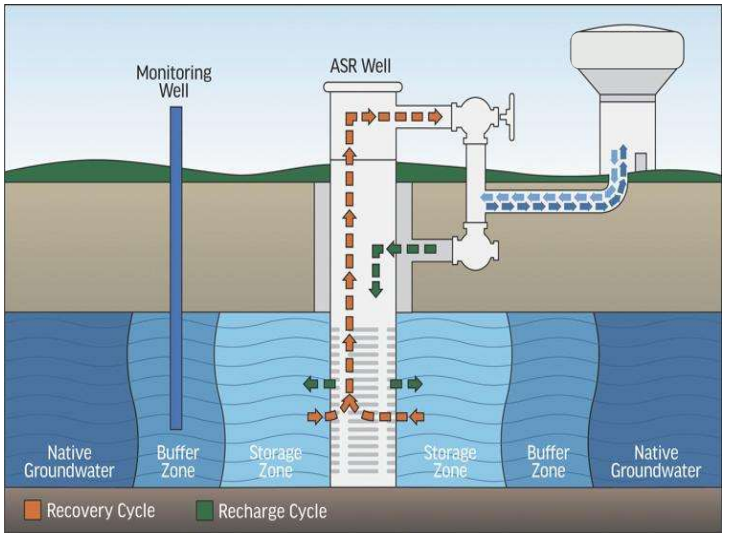
TEXAS WATER DEVELOPMENT BOARD FUNDING

- The City applied for funding from the Texas Water Development Board and was initially authorized to proceed with the application for $274,000,000 in low-interest loans.
- Multi-step process
- Council must approve the resolution on tonight's consent agenda to authorize the filing of the final application.
- Deadline to submit: May 18

AQUIFER STORAGE & RECOVERY

- **December 2025:** Hired engineers to design site layout for ASR and treatment.
- **January 2026:** Closed on acquisition of land in Circleville.
- **January 2025:** Obtained grant from EPA for $750,000.
- **2026**: Exploring potential to add additional wells to be drilled into the Trinity/Hosston that could go on this site.
- We are also seeking funding from the TWDB's new WSIG program for this project.



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RECLAIMED/REUSE

East Wilco partnership with Brazos River Authority

- City would participate in upsizing pipeline and expanding the East Wilco plant near Circleville (SHW29 and SHW95 area)
- Requires TCEQ Bed and Banks permit – Allows City's downstream wastewater flows to be treated at BRA plant at Lake Granger
- Estimated supply varies (due to wastewater flows) estimated between 5,000 – 15,000 AFY
- Currently negotiating contracts
- Preserving options for direct potable reuse from our wastewater treatment plants

GEORGETOWN TEXAS
more than welcome

COUNCIL DIRECTION AND FEEDBACK

- Does Council have any questions or direction on the City's long-term water planning efforts?

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Urban Forest Master Plan Review

SUGGESTED ACTION:
Presentation and discussion of Urban Forest Master Plan -- Kelly Trietsch, Chief Development Officer

ITEM SUMMARY:
Presentation and discussion regarding the Urban Forest Master Plan RFP Scope.

FINANCIAL IMPACT:
No impact at this time.

SUBMITTED BY:
Amber Burnette, Planning Department

ATTACHMENTS:
CCWS- Urban Forest MP 05.12.26.pdf

Urban Forest Master Plan

May 12, 2026 | CITY COUNCIL WORKSHOP

Agenda

- Background
- Potential Outcomes
- Resources
- Project Purpose
- Project Scope
- Timeline & Next Steps
- Feedback

Background

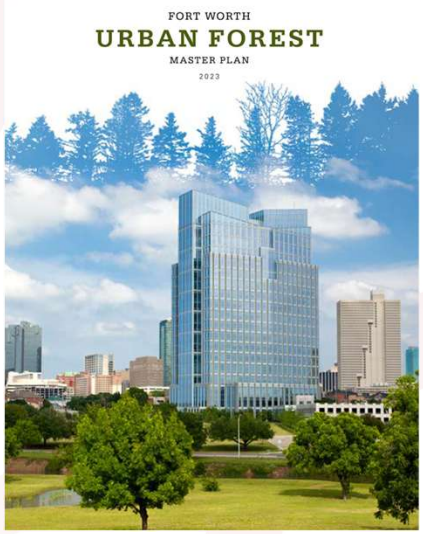
- Council WS January 2026
- Develop a strategy on how to best utilize resources in the Tree Fund
- Most commonly used planning tool for cities that place a priority on preserving trees or re-foresting in their community
- Plan would help the City understand the costs and benefits of potential projects and programs, including impacts to property values, stormwater, air quality, energy costs, surface temperatures, recreational opportunities and bird/animal populations

Urban Forest Master Plan

- Potential Outcomes of the Urban Forest Master Plan
  - Understand the status of the City's existing tree canopy
  - Develop recommendations for where the City would have the greatest impact planting new trees throughout the community
  - Develop strategies and specific programs for the preservation of existing Heritage trees
  - Develop potential ideas for partnerships between Urban Forestry and Water Conservation
  - Develop recommendations for providing education and opportunities for community involvement in tree planting and preservation
  - Understand wildfire risks and develop strategies for wildfire mitigation
  - Create a short-term, mid-term and long-term strategy for utilization of the Tree Fund resources

Resources

- Department Staff in City Manager's Office, Parks, Planning, Transportation, Electric, Water Conservation, Fire and Public Works
- A Guide to Urban Forest Plans provided by the TFS
- Other cities
  - San Marcos
  - Denton
  - Fort Worth
  - Lewisville
- Funding: Tree Mitigation Fund



Project Purpose

- Knowing where you want to go: the vision for the urban forest
- Knowing what you have: inventories and assessments
- Deciding how you will get there: management actions and responsibilities
- Guiding the way : plans, policies, and regulations

Project Scope

Summary of Existing Urban Forest Conditions & Data Collection

- Tree Canopy Assessment
  - Utilization of latest technology to set baseline
- Urban Forest Strategic Management Plan
- Tree Inventory and / Tree Survey (Bid as alternates)
  - Public spaces such as Parks, City Owned Property, Schools & ROW
  - Size to inventory bid as alternate
    - Option 1: Heritage Trees (>26", select species)
    - Option 2: Heritage Trees & Protected (>12")
    - Option 3: Heritage, Protected & Credit Trees (>6")
    - Survey Option: Tree Health and conditions

Next Steps & Timeline

- Next Steps & Timeline
  - Finalize RFP
  - Prepare to issue RFP in July
  - Advertise RFP in August
  - Contract approval in October
  - Estimated timeline for master plan – 6-12 months from contract approval & NTP

Feedback

Proceed with RFP for UFMP with canopy assessment, management plan and bid alternates for tree inventory, survey and scope options?

Additional Feedback?

Proposed Scope

Summary of Existing Urban Forest Conditions & Data Collection

- Tree Canopy Assessment and Determine Goal
  - Using most recent aerial imagery & LiDAR data to determine smaller shrubs from trees
  - Identify areas suitable for tree planting
- Tree Inventory - $$$
  - Public spaces such as Parks, City Owned Property, Schools & ROW
  - Size to inventory >6’” or 12” or just Heritage Trees >26”
- Ecosystem benefits using canopy data to determine values for air quality, stormwater uptake, heat mitigation, etc

Proposed Scope

Engagement Strategy

- Full public engagement process
- Explore potential partnerships and volunteer opportunities
- Develop recommendations for providing education and opportunities for community tree planting and preservation
- Engage with staff in multiple departments including Parks, Planning, Transportation, Electric, Public Works, and Water Conservation

Proposed Scope

Vision and Goal for the Urban Forest

- Canopy goal based on data and community input

Risk and Safety

- Understand wildfire risks and develop strategies for wildfire mitigation
- Risk analysis of current inventory (disease, pests, and invasive impacts)

Proposed Scope

Recommendations and Implementation Strategy

- Strategies and programs for the preservation of heritage trees
- Strategies for where and how to plant trees or maintain existing tree in parks, downtown, ROW and medians
- Expand and strengthen cooperation among departments to ensure adequate staffing, training and integration of urban forest considerations into City plans, programs and policies

Proposed Scope

- Identify land purchase opportunities to preserve trees or plant trees
- Develop potential ideas for partnerships between Urban Forestry and Water Conservation
- Identify and prioritize the most efficient use of the City's Tree Mitigation fund including creating short-term, mid-term and long-term strategies
- Review code to guarantee the right standards are in place to ensure tree planting success such as planting standards, tree well sizes, tree lists, etc based on geography, east and west side of IH35

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Unified Development Code - Streetyard Landscaping

SUGGESTED ACTION:
Presentation and discussion regarding updates to the Unified Development Code to the Streetyard Landscaping Requirements for Non-Residential and Multi-Family -- Ryan Clark, Planning Manager

ITEM SUMMARY:
Planning staff will present the current and proposed requirements for landscaping along public streets applicable to non-residential and multi-family developments.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
CCWS 05.12.2026.pdf

Street Yard Landscaping

May 12, 2026 | City Council Workshop

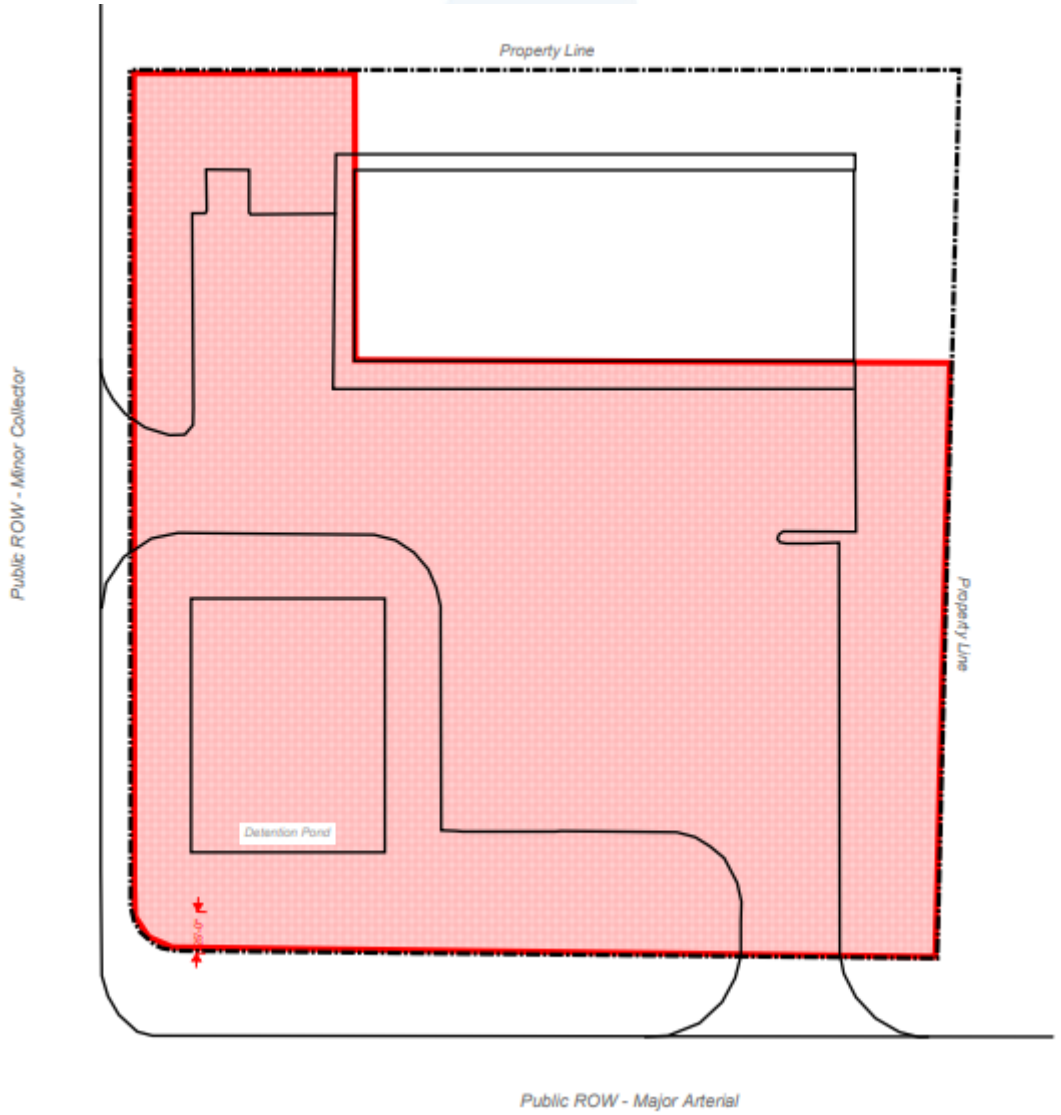
Purpose of Presentation

Provide City Council with a review of street yard landscaping requirements and concerns that have arisen during testing, and to present a staff recommendation for improvement.

I. Review current Street Yard Landscaping standards
II. Visual representation of landscape planting requirements
III. Staff's recommendations for improvement
IV. Discussion and recommendation of Steering Committee

I. Yard, Street

The area of a lot that lies between any adjoining street right-of-way and any existing or proposed building, the portion of which is closest to the right-of-way line. Street Yard boundaries extend from the building the length of the lot, generally parallel to the right-of-way line of the street.



I. UDC Sec. 8.04.030 - Street Yard Landscaping

- Each non-residential property shall provide pervious landscaped area and plantings within the street yard. **These requirements are based on the size of the street yard** as indicated below.
- **Plantings provided to meet required parking lot and Gateway Overlay District landscaping requirements may be used to meet this provision,** provided they are located within the street yard.
- (*Note – Parking Lot Screening does not count towards other requirements*)

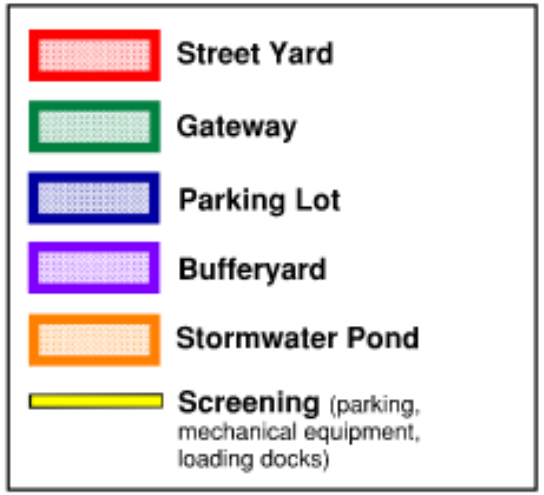
I. UDC Sec. 8.04.030 - Street Yard Landscaping

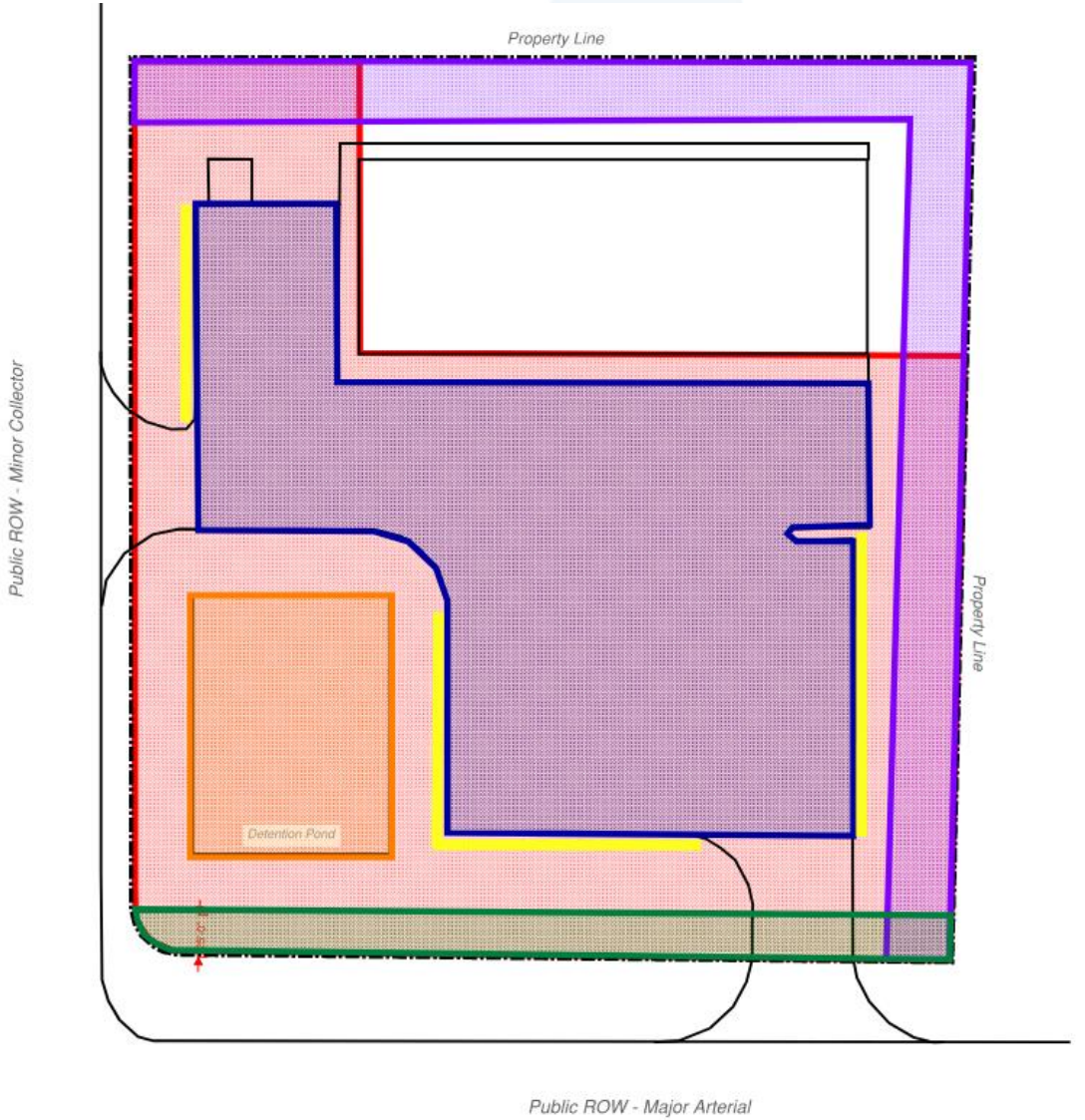
A. Street yards less than 10,000 square feet shall provide:
   1. Landscape area totaling 20 percent (20%) of the street yard; and
   2. One shade tree and three shrubs per 2,500 square feet of street yard.

B. Street yards between 10,000 and 100,000 square feet shall provide:
   1. Landscape area totaling 20 percent (20%) of the street yard; and
   2. Four shade trees and 12 shrubs per the first 10,000 square feet of street yard, plus one and one-half shade trees and four shrubs per every additional 10,000 square feet of street yard thereafter.

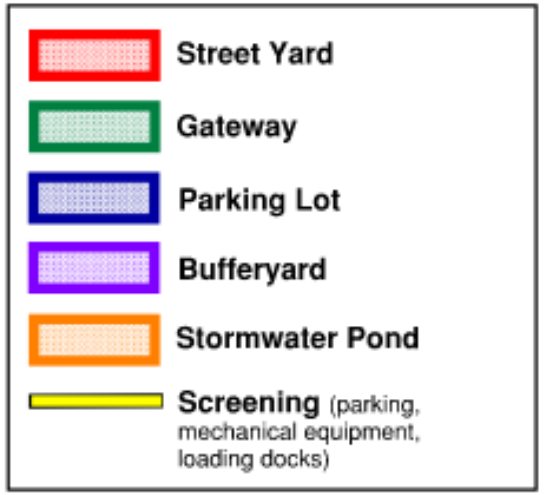
C. Street yards larger than 100,000 square feet shall provide:
   1. Landscape area totaling 20 percent (20%) of the street yard; and
   2. Eighteen shade trees and 48 shrubs per the first 100,000 square feet of street yard, plus two shade trees and five shrubs per every additional 20,000 square feet of street yard thereafter.

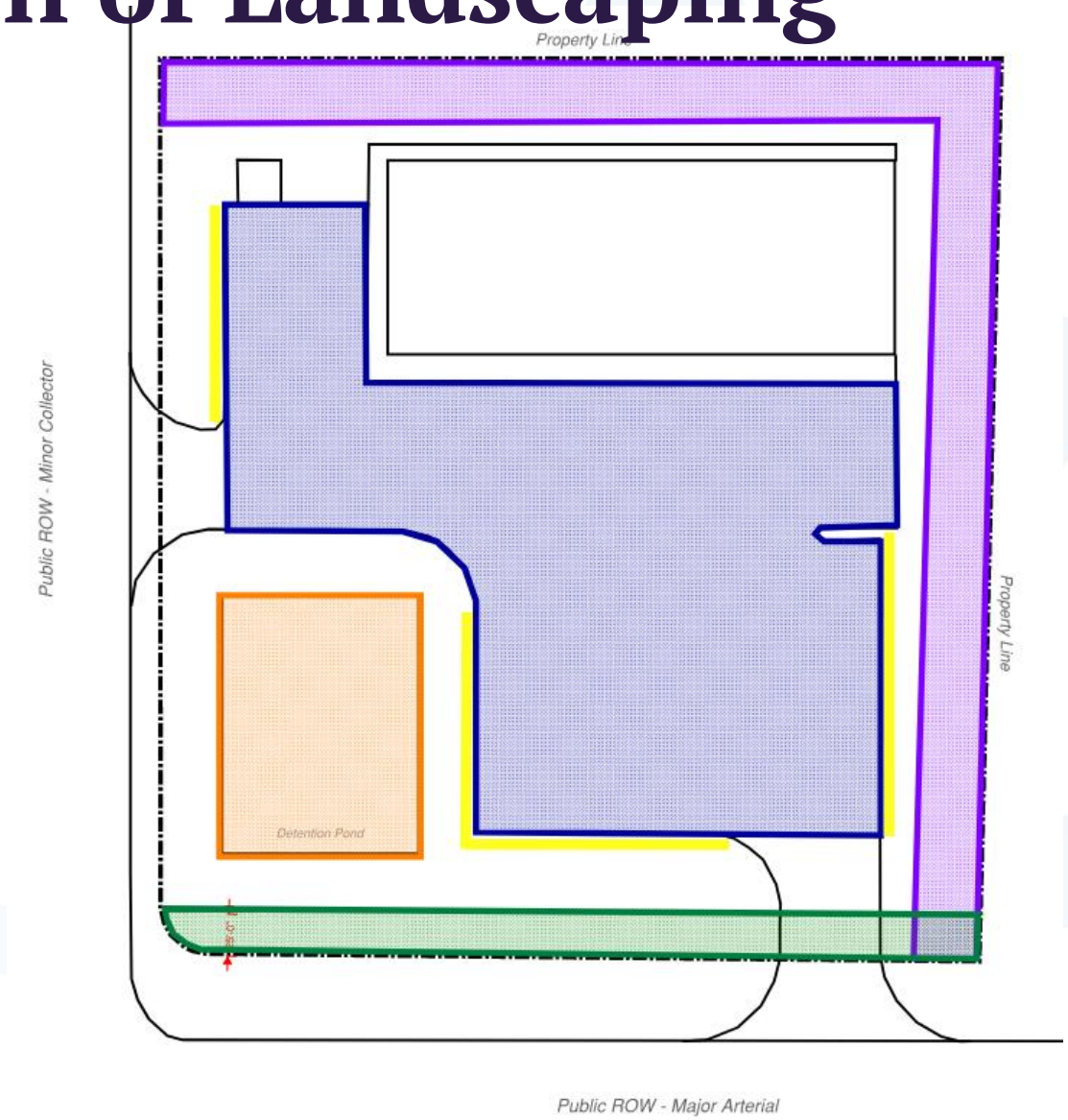
II. Visual Representation of Current Landscaping Requirements





II. Visual Representation of Landscaping Requirements





III. Staff Recommendations

A. Separate Streetyard requirements from overlapping with parking lot landscaping and Gateway requirements

B. Resolve conflict between PUE's, front setbacks, and streetyard requirements

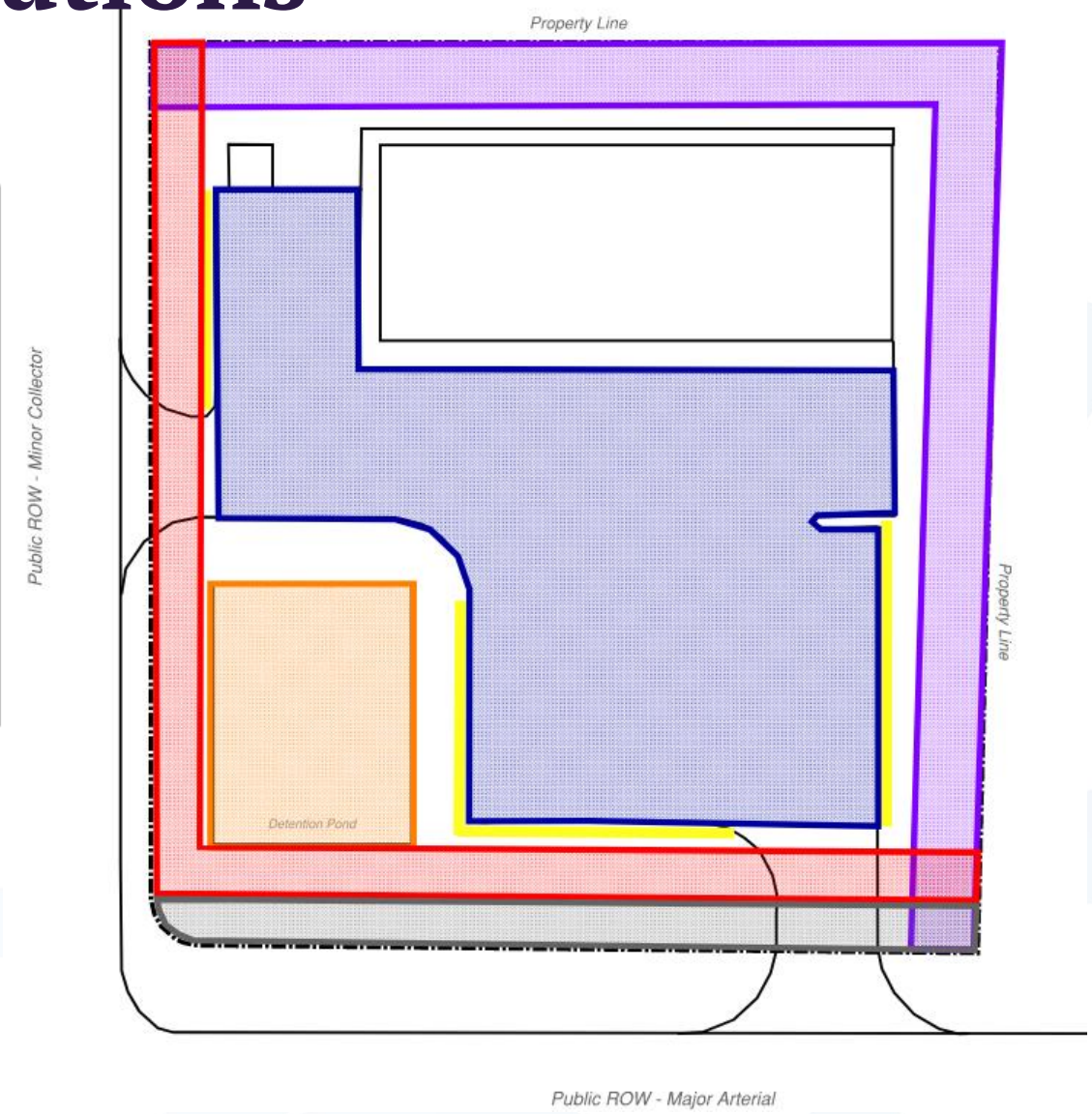
C. Make the required streetyard plantings context sensitive to the street type and zoning district and whether there will be parking between the building and the roadway

D. Ensure that these are simple flat rates of depths that are either/or based on if buildings are pulled up to the roadway and ROW

   1. Example: In MU-DT, buildings pulled up to the street should have minimal streetyard planting requirements
   2. Example 2: On a Major Arterial, Industrial Development should have a fuller planting area for shade trees to mature into larger sizes and for screening berms and shrubs

III. Staff Recommendations

- Street Yard / Gateway
- PUE
- Parking Lot
- Bufferyard
- Stormwater Pond
- Screening (parking, mechanical equipment, loading docks)



III. Staff Recommendations (Preliminary)

Street Type	MU-DT, CN, C-1, C-2, MF-2 (Build To Option)	CN, C-1 (Parking Lot in front)	C-2, MF-2 (Parking Lot in front)	I-1, I-2
Local Streets, Neighborhood Collectors	0' – minimal/none 5' - shrubs 10' – shrubs, ornamental 15' and up – shrubs, ornamentals and shade (if space is sufficient)	15'	20'	25'
Major Collectors, Minor Arterials	10' – shrubs, ornamental 15' and up – shrubs, ornamentals and shade (if space is sufficient)	20'	25'	25'
Major Arterials, Highway Gateway	N/A	25'	25'	25'

Each of these depths would not overlap with PUEs or overhead electric easements

Discussion

Feedback Requested

- Does Council support staff's recommendations?

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Executive Session 05.12.2026

SUGGESTED ACTION:
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Long-term Water Supply regarding Recharge Water, LP and Upwell Water
- Austin Avenue Bridges

Sec.551.072: Deliberations about Real Property
- 8th and Forrest
- University and Summercrest
- Deliberations regarding acquisition of a new drainage easement from property owned by ALJD-GTTX, LLC, and identified as WCAD Parcel ID R081207, Georgetown, TX 78628, as part of the City's Memorial Drive Road Improvements Project

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Lost Mine Peak
- Project Gopher
- Project Twist

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Call to Order 05.12.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
- Retirement
- Tina Heine Level III Court Clerk Certification
- Teen Court Competition 1st Place Winners
- Texas Municipal Courts Education Center Traffic Safety Award for 2026
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - Canvassing Results of May 2, 2026 Special Election

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution canvassing the votes of the May 2, 2026 Special Election, declaring the results to be official -- Robyn Densmore, City Secretary

ITEM SUMMARY:
Final results will be given at the meeting.

At this time of posting, the known results were the following:

For Proposition A:

For	4,796	82.66%
Against	1,006	17.34%
Total	5,812	100.00%

As soon as available, the correct numbers will be attached to the agenda.

FINANCIAL IMPACT:
Total estimated Cost for the May 2, 2026, General and Special Election is $543,000.00
City of Georgetown's Estimated Cost for the May 2, 2026, General and Special Election is $93,144.83
To date, a deposit of $46,572.42 has been paid, with the remaining balance to be paid upon receipt of a final invoice from the Williamson County Elections Department.
Amounts are from Invoice No. 0526-04 issued by the Williamson County Elections Department.

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
Res_CanvassingSpecialElection_CCN Sale Proposation_5.2026.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE CITY OF GEORGETOWN MAY 2, 2026, SPECIAL ELECTION PERTAINING TO THE PROPOSITION OF "THE SALE OF A PORTION OF THE CITY OF GEORGETOWN, TEXAS'S WATER UTILITY SYSTEM LOCATED OUTSIDE OF ITS CORPORATE LIMITS TO NATIONAL UTILITY INFRASTRUCTURE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT LESS THAN $20,000,000.00" TO BE OFFICIAL.

WHEREAS, the City Council of the City of Georgetown, Texas, ordered a special election to be held on Saturday, May 2, 2026, pursuant to Resolution 021026-5.C; and

WHEREAS, Resolution 021026-5.C ordered an election to be held on May 2, 2026, for the purpose of seeking voter response to the proposition of "THE SALE OF A PORTION OF THE CITY OF GEORGETOWN, TEXAS'S WATER UTILITY SYSTEM LOCATED OUTSIDE OF ITS CORPORATE LIMITS TO NATIONAL UTILITY INFRASTRUCTURE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT LESS THAN $20,000,000.00"; and

WHEREAS, the City Council has investigated all matters pertaining to the election, including the ordering, giving notice, officers, holding, and making returns of the election; and

WHEREAS, the election officers who held said election have prepared the returns of the results thereof, and the returns have been delivered to the City Council; and

WHEREAS, according to the Election Code, the local canvassing authority shall convene to conduct the local canvass no later than the fourteenth day after Election Day; and

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

SECTION I.

The facts and recitations contained in the preamble of this resolution area hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION II.

It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board located outside of City Hall, a place convenient and readily accessible to the general public, and the city website, and said notice was posted and remained posted continuously for at least 72

hours preceding the scheduled time of the meeting. A copy of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

SECTION III.

The City Council officially finds and determines that the election was duly ordered and called; that proper notice of the election was given in accordance with law, that proper election officers were duly appointed prior to the election, that the election was held in accordance with the applicable laws; that returns of the results of the election have been made and delivered, and that the City Council has canvassed the returns, all in accordance with the law and the resolution calling the election.

SECTION IV.

The City Council official finds and determines that the following votes were cast at the election on the submitted PROPOSITION by the resident, qualified votes of said City who voted at said election.

PROPOSITION A

THE SALE OF A PORTION OF THE CITY OF GEORGETOWN, TEXAS'S WATER UTILITY SYSTEM LOCATED OUTSIDE OF ITS CORPORATE LIMITS TO NATIONAL UTILITY INFRASTRUCTURE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT LESS THAN $20,000,000.00

For	4,796	82.66%
Against	1,006	17.34%
Total	5,812	100.00%

SECTION V.

The City Council officially finds, determines, and declares the result of the election to be that PROPOSITION A so submitted received an affirmative vote and was approved by the voters at the election.

SECTION VI.

The aforesaid sale of a portion of the City of Georgetown, Texas's Water Utility System outside of its corporate limits as described in PROPOSITION A may proceed, as voted and as provided by law.

PASSED AND APPROVED on this 12th day of May 2026.

SIGNED:

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - Canvassing Results of the May 2, 2026 General Election

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution canvassing the votes of the May 2, 2026 General Election, declaring the results to be official -- Robyn Densmore, City Secretary

ITEM SUMMARY:
Final results will be given at the meeting.

At this time of posting, the known results were the following:

For the position of District 6:

Candidates		
Emily Kaye Kipp	108	34.84%
Jake French	202	65.16%
Total Votes:	1,239	100.00%

City of Georgetown, Council Member, District 2 (unopposed):
Candidate
Doug Noble

City of Georgetown Mayor (unopposed):
Candidate
Josh Schroeder

As soon as available, the correct numbers will be attached to the agenda.

FINANCIAL IMPACT:
Total estimated Cost for the May 2, 2026, General and Special Election is $543,000.00
City of Georgetown's Estimated Cost for the May 2, 2026, General and Special Election is $93,144.83
To date, a deposit of $46,572.42 has been paid, with the remaining balance to be paid upon receipt of a final invoice from the Williamson County Elections Department.
Amounts are from Invoice No. 0526-04 issued by the Williamson County Elections Department.

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
Resolution Canvassing May 2, 2026 General Election - with numbers.pdf

RESOLUTION NO. 051226 – 3.C

A RESOLUTION CANVASSING THE ELECTION RETURNS AND DECLARING THE ELECTION RESULTS OF THE CITY OF GEORGETOWN GENERAL ELECTION HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS FOR DISTRICTS 2 AND 6 TO BE OFFICIAL

WHEREAS, the City Council of the City of Georgetown, Texas, ordered a general election to be held on Saturday, May 2, 2026, pursuant to Resolution No. 021026-5.B, for the purpose of electing the Mayor and Councilmembers for Districts 2 and 6;

WHEREAS, on February 24, 2026, the City Council approved Resolution No. 022426-5.B to cancel the races for District 2 and Mayor as the candidates for those races were unopposed; and

WHEREAS, on May 2, 2026, an election was held for the following:

WHEREAS, the election officers who held said election have prepared the returns of the results thereof, and the returns have been delivered to the City Council; and

WHEREAS, the official canvass of the returns of the election showed the following results:

FOR MAYOR

Josh Schroeder	Unopposed

FOR COUNCIL MEMBER, DISTRICT 2

Doug Noble	Unopposed

FOR COUNCIL MEMBER, DISTRICT 6

Emily Kaye Kipp	108	34.84%
Jake French	202	65.16%
Total	310	100.00%

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

SECTION I. All of the findings contained in the preamble of this Resolution are found to be true and adopted as findings of fact.

SECTION II. The City Council officially finds and determines that the election was duly called; that proper notice of the election was given in accordance with law; that the election was held in accordance with law; that returns of the results of the election have been made and delivered, and that the City Council has canvassed the returns, all in accordance with the law and the resolution calling the election.

SECTION III. The official canvass of the returns, duly and legally made, reflects the following:
Josh Schroeder was duly elected as Mayor.
Doug Noble was duly elected as Councilmember, District 2.
Jake French was duly elected as Councilmember, District 6.

SECTION IV. Therefore, the Councilmembers shall be as follows:

OFFICE	DATE TERM EXPIRES
MAYOR SCHROEDER	MAY 2029
DISTRICT 1 COUNCIL MEMBER PARR	MAY 2027
DISTRICT 2 COUNCIL MEMBER NOBLE	MAY 2029
DISTRICT 3 COUNCIL MEMBER BUTLER	MAY 2028
DISTRICT 4 COUNCIL MEMBER GARLAND	MAY 2028
DISTRICT 5 COUNCIL MEMBER PITTS	MAY 2028
DISTRICT 6 COUNCIL MEMBER FRENCH	MAY 2029
DISTRICT 7 COUNCIL MEMBER STEWART	MAY 2028

SECTION V. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located outside of City Hall, a place convenient and readily accessible to the general public, and said notice was posted and remained posted continuously for at least 3 business days preceding the scheduled time of the meeting. A copy of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

PASSED AND APPROVED on this 12th day of May 2026.

Signed:

_____
Josh Schroeder
Mayor

Attest:

_____
Robyn Densmore
City Secretary

Approved as to form:

_____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Comments from Shawn Hood 2026

SUGGESTED ACTION:
Comments from former Council Member, Shawn Hood and notes of appreciation -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Swearing In of Doug Noble 2026

SUGGESTED ACTION:
Swearing in of elected Council Member District 2, Doug Noble -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Comments from Doug Noble 2026

SUGGESTED ACTION:
Comments from newly elected Council Member District 2, Doug Noble -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Swearing In of Jake French 2026

SUGGESTED ACTION:
Swearing in of re-elected Council Member District 6, Jake French -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Comments from Jake French 2026

SUGGESTED ACTION:
Comments from re-elected Council Member District 6, Jake French -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Swearing In of Josh Schroeder 2026

SUGGESTED ACTION:
Swearing in of re-elected Mayor, Josh Schroeder -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Comments from Josh Schroeder 2026

SUGGESTED ACTION:
Comments from re-elected Mayor Josh Schroeder -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Election of Mayor Pro Tem 2026

SUGGESTED ACTION:
Consideration of election from the dais of a Mayor Pro Tem -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Swearing in of Mayor Pro Tem 2026

SUGGESTED ACTION:
Swearing in of Mayor Pro Tem -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Comments from Mayor Pro Tem 2026

SUGGESTED ACTION:
Comments from incoming Mayor Pro Tem -- Mayor Josh Schroeder

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Public Wishing to Address 05.12.2026

SUGGESTED ACTION:
At the time of posting no one had signed up to speak.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
City Council Minutes 04.28.2026

SUGGESTED ACTION:
Consideration and possible action to approve the City Council meeting minutes from the special and regular meetings held on April 28, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 04.28.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, April 28, 2026

The Georgetown City Council met on Tuesday, April 28, 2026, at 3:00 PM at the Council and Court Building, 510 W. 9th Street.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King, Jr Street for additional information; TTY users route through Relay Texas at 711.

The following Members were in attendance: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, Ron Garland, and Josh Schroeder.

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 3:02 p.m.

1.A **Unified Development Code Regarding Mixed Use - Downtown**
Presentation and discussion regarding the Mixed Use-Downtown (MU-DT) zoning district, the relationship between the MU-DT district and certain overly districts, and the regulations applicable to development under the MU-DT district -- Zane Brown, Development Support Manager, and Allyson Iiams, Preservation & Redevelopment Program Manager

Brown presented and reviewed the Mixed Use Downtown (MU-DT) purpose statement and needed clarification; adopted MU-DT; MU-DT and the Downtown Overlay; applicable regulations; building design; lighting; dimensional standards; uses; parking; impervious cover; additional design elements; discussion with the UDC Steering

Committee; proposed options 1, 2, and 3 related to what would and would not be in the UDC update; and needed feedback from the Council.

General discussion among Council and staff, including Allyson Iiams, Preservation and Redevelopment Program Manager, and Skye Masson, City Attorney, regarding brightness related to lighting; existing mixed-use zoning; form-based versus use-based zoning; impacts of possible changes to the TRG neighborhood; future of possible commercial downtown; future redevelopment in downtown; PUD versus MU-DT zoning; a type of mixed-use zoning category for downtown; owner occupancy piece of ADU (accessory dwelling unit) requirement for the future UDC; interaction between ADUs and short-term rentals; and state law changes regarding ADUs.

1.B **Future Land Use Map Amendment Workshop**
Presentation and discussion regarding a proposed Future Land Use Map update to align with future development -- Edgar Garcia, Planning Director

Garcia presented and reviewed an overview of the Future Land Use Map (FLUM); pipeline project; focus area aerial image, zoning, and FLUM; current categories of Mining, Rural Residential, and Employment Center; proposed categories of Mixed-Density Neighborhood and Regional Center; and proposed timeline.

General discussion among Council and staff regarding a density comparison of current vs. proposed zoning districts, and public transit.

Mayor Schroeder recessed into Executive Session at 4:14 p.m.

2. Executive Session

In compliance with the Open Meetings Act, Chapter 551, Texas Government Code, Vernon's Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

2.A **Executive Session 04.28.2026**
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Long-term Water Supply regarding Recharge Water, LP and Upwell Water
- Austin Avenue Bridges
- TCEQ Docket No. 2025-1411-MWD-E; Enforcement Case No. 68538 - [RN102140571]
- TCEQ Application for Proposed TLAP Permit No. WQ0016685001

Sec.551.072: Deliberations about Real Property
- 8th and Forrest
- University and Summercrest
- Deliberation regarding acquisition of proposed sidewalk easements from properties along the North side of Williams Drive, from IH 35 to Serenada Drive, as part of the Williams Drive Enhancement Project - Access Management Phase
- Deliberation regarding the purchase, lease or value of certain tracts of real property situated in Williamson County, Texas, and located near the intersection of SE Inner Loop and Southwestern Blvd
- Deliberations regarding the purchase and value of two parcels of real property situated in Williamson County, Texas, such parcels being locally known as 903 Riverhaven Dr., Georgetown, Texas 78628

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Orchard
- Project Lost Mine Peak

Sec. 551.074: Personnel Matters
- City Attorney and City Manager

3. Regular Session - This portion of the meeting will begin no earlier than 6:00 pm.

Mayor Schroeder called the meeting to order at 6:18 p.m.

3.A **Call to Order 04.28.2026**
Pledge of Allegiance
Recognitions
Actions out of Executive Session

Moved by Kevin Pitts; seconded by Jake French to Approve Prior to this item being voted on, Mayor Schroeder recused himself. the authorization of the City of Georgetown to acquire the necessary Real Estate interests from properties along Williams Drive, from IH 35 to Serenada Drive, Georgetown, TX 786268, as part of the "Williams Drive Enhancement Project – Access Management Phase;" and further authorize the City Manager to negotiate the final terms and consideration of these Real Estate interests' acquisition, and to execute all necessary documents related to the aforementioned Project, in accordance with the terms discussed in Executive Session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve a 1% market increase and a 5% merit increase to Skye Masson's annual salary as City Attorney effective May 4, 2026.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve a 3% merit increase for David Morgan effective May 4, 2026; and to authorize incentive payments to David Morgan as City Manager consistent with the terms agreed upon in executive session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City Manager to execute the Agreed Order related to the TCEQ Enforcement Action Docket No. 2025-1411-MWD-E on the terms discussed in executive session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City of Georgetown to acquire two parcels of land commonly known as 903 Riverhaven Drive, Georgetown, Texas 78626, identified with WCAD Parcels ID R039580 and R362939; a portion of these parcels to be used as part of the FM971 Road Expansion Project and for the extension of Parkview Dr. to Morrow Street, with the rest of the acquired property to be used for other City purposes; and further to authorize the City Manager to negotiate the final terms and consideration of this land purchase, and to execute all necessary documents related to the aforementioned acquisition, in accordance with the terms discussed in executive session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by to Approve the authorization of the City of Georgetown to enter into an amendment to that certain right of first refusal agreement dated July 26, 2023, between the City of Georgetown and Connie Ray Poarch, Jim Bob Clayman and spouse Kely Clayman, pertaining to certain real property located near the intersection of SE Inner Loop and Southwestern Blvd; and further to authorize the City Manager to negotiate the terms and consideration of the amendment to the right of first refusal agreement and to execute all necessary documents related to the amendment to the right of first refusal agreement, in accordance with the terms discussed in Executive Session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City of Georgetown to enter into an amendment to that certain lease dated July 26, 2023, between the City of Georgetown and Connie Ray Poarch, Jim Bob Clayman and spouse, Kely Clayman, pertaining to certain property located near the intersection of SE Inner Loop and Southwestern Blvd.; and further authorize the City Manager to negotiate the terms and consideration of the amendment to the lease and to execute all necessary documents related to the amendment to the lease, in accordance with the terms discussed in executive session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Moved by Kevin Pitts; seconded by Jake French to Approve the authorization of the City Manager to negotiate resolution with Cekra, Inc. regarding the defective work on the Austin Avenue Bridges Rehabilitation Project based upon independent bridge engineer recommendations on the terms discussed in

executive session and if unable to reach negotiated resolution, authorize the City Manager to issue a notice of termination to Cekra, Inc.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

4. Public Wishing to Address Council

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the Council Chamber. Clearly print your name and the letter of the item on which you wish to speak and present it to the City Secretary on the dais, prior to the start of the meeting. You will be called forward to speak when the Council considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

On a subject not posted on the agenda: An individual may address the Council at a regular City Council meeting by contacting the City Secretary no later than noon on the Wednesday prior to the Tuesday meeting, with the individual's name and a brief description of the subject to be addressed. Only those persons who have submitted a timely request will be allowed to speak. Speakers will be given up to three minutes to address the City Council. The City Secretary can be reached at (512) 931-7715 or cs@georgetown.org.

4.A Public Wishing to Address 04.28.2026

- Ron Joseph would like to speak about the D.B. Wood Expansion

5. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items which may be acted upon with one single vote. An item may be pulled from the Consent Agenda in order to be discussed and acted upon individually as part of the Regular Agenda.

Moved by Amanda Parr; seconded by Shawn Hood to Approve as presented with the exception of Item 5.H.
Motion Approved: 7 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

5.A City Council Minutes 04.14.2026

Consideration and possible action to approve the meeting minutes of the City Council meeting held on April 14, 2026 -- Robyn Densmore, City Secretary

5.B **Resolution - ETJ Disannexation - Smith - 10.01 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 10.01 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R600082 and owned by Roger Smith and Robyn Smith -- Michael Charles, Real Estate Services Coordinator

5.C **Resolution - Adoption of the Updated Neighborhood Transportation Management Plan**
Consideration and possible action to adopt the updated Neighborhood Transportation Management Plan -- Lua Saluone, PE, Transportation Manager

5.D **Resolution - Medical Program Administration and Bundled Pharmacy Management Services with United Healthcare**
Consideration and possible action to approve a resolution to award contracts for self-funded medical program administration services and authorizing the City Manager to enter such contract on behalf of the City -- Laura Maloy, Director of Human Resources

5.E **Resolution - Bluffview Public Improvement District (PID) Preliminary Limited Offering Memorandum**
Consideration and possible action to approve a Resolution approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District improvement Area #1 Project)" -- Nick Woolery, Assistant City Manager

5.F **2026-7-LIC License for a Monument Sign to Encroach into Bluff Edge Lane**
Consideration and possible action to approve a revocable license agreement with Lamy 2243, LTD., a Texas limited partnership, for a monument sign to encroach into Bluff Edge Lane right-of -way, within the Joseph Thompson Survey, Abstract No. 608, and to authorize the Planning Director to execute the same -- Andrew Culpepper, Assistant City Attorney

5.G **Parking Fee In-Lieu Agreement Monument Commons**
Consideration and possible action to approve a parking fee in-lieu agreement with Monument Commons, LP, a Texas limited partnership, for twenty-six (26) parking spaces for a maximum building size of 17,428 square feet, located at 501 Rock Street, Georgetown, Texas 78628 and to authorize the Planning Director to execute the same -- Kelly Trietsch, Chief Development Officer

5.H **Austin Avenue Corridor and Downtown Conversion Schematics**
Consideration and possible action to approve the schematic design for Austin Avenue and downtown improvements -- Lua Saluone, PE, Transportation Manager

This item was pulled from the Consent Agenda and was taken up as the first item under the Legislative Regular portion of the meeting.

General discussion among Council and staff regarding the proposed improvements along Hwy 29, proposed turn lanes, impact on driveways, and pedestrian crossings.

Tom Yantis addressed the Council regarding pedestrian safety and possible crossing signal types.

Moved by Amanda Parr; seconded by Jake French to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

5.I **First Amendment to Water Impact Fee Credit Agreement Related to Somerset Hills Development**
Consideration and possible action to approve the First Amendment to a Water Impact Fee Credit Agreement with Furman Tierra, GTS I, GTS II, Georgetown Patio Homes, and Cook Tierra related to the Somerset Hills development -- Wesley Wright, PE, Systems Engineering Director

5.J **Interlocal Agreement for Automatic Aid for Emergency Medical Services**
Consideration and possible action to approve an Interlocal Agreement between Williamson County, Travis County, the City of Georgetown, the City of Austin, and Travis County Emergency Services Districts No. 1 and No. 2 for the provision of automatic aid for emergency medical services -- John Sullivan, Fire Chief

5.K **Grant Application for American Public Power Association's DEED Scholarship 2026**
Consideration and possible action to authorize acceptance of a grant from the American Public Power Association's Demonstration Energy Efficiency Developments (DEED) Program to award a scholarship to offer an internship to a local student seeking electric utility experience, and to delegate authority to Jose Espinoza Torres to accept the grant application -- Jose Espinoza Torres, Electric Engineering Supervisor

5.L **Task Order for Professional Services at Bluffview Trail**
Consideration and possible action to approve a Task Order with Covey Landscape Architects of Georgetown, TX in the amount of $297,410.00 for Professional Services of Bluffview Trail -- Eric Nuner, Parks and Recreation Assistant Director

5.M **Contract with Motorola Solutions for NICE Emergency Call Recording System Maintenance**
Consideration and possible action to approve a three- year service agreement with Motorola Solutions, Inc. for maintenance and support of the NICE Emergency Call Recording System, in an amount not to exceed $309,457.24 -- Jess Henderson, IT Operations Manager, and Greg Berglund, Assistant IT Director

5.N **Cybersecurity Maintenance and Support Renewal with Solid Border, Inc.**
Consideration and possible action to approve a one-year renewal with Solid Border, Inc. for maintenance and support of the City’s Palo Alto firewalls, Cortex endpoint security software, and KnowBe4 security awareness training software in the amount of $243,434.94 -- James Davis, IT Manager-Operations, and Greg Berglund, Assistant IT Director

5.O **Dell Power Protect Backup Storage Purchase through Insight Public Sector**
Consideration and possible action to approve the purchase of Dell PowerProtect backup storage through Insight Public Sector in the amount of $217,670.06 -- James Davis, IT Manager-Operations, and Greg Berglund, Assistant IT Director

5.P **Change Order #2 to Pecan Branch Electrical Contract with T-Morales Company Contract 25-0292-CIP**
Consideration and possible action to approve Change Order #2 to the Pecan Branch Package Plant Electrical and Instrumentation & Controls Project with T - Morales Company of Georgetown, Texas for the installation of Variable Frequency Drives (VFD) and Harmonic Filters at the Smith Branch Lift Station in the amount of $404,021.41 -- Wesley Wright P.E., Systems Engineering Director, and David Herzog CIP Manager

5.Q **Second Reading - 2025-2-ANX - Old FM 1460**
Second Reading of an Ordinance for the annexation of approximately 6.351 acres of Right -Of-Way for Old FM 1460 currently in the Extra Territorial Jurisdiction (2025-2-ANX) -- Ryan Clark, AICP, Planning Manager

5.R **Second Reading - Amending the FY2026 Annual Budget for Mid-Year Obligations**
Second reading of an Ordinance amending the FY2026 Annual Budget for Mid-Year obligations that were not known at the time the budget was adopted -- Randi Cormack, Budget Manager

5.S **Second Reading - 2026-2-ANX - Cedar Breaks Road**
Second Reading of an Ordinance for the annexation of approximately 2.098 acres of Right -Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction (2026-2-ANX) -- Ryan Clark, AICP, Planning Manager

5.T **Second Reading - 2025-6-ANX - Northlands Water Reclamation Plant**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, 20 acres of City of Georgetown owned property in the Frederick Foy Survey, Abstract No. 229, as the Public Facility (PF) zoning district, for the property generally located at Ronald Reagan Boulevard, to be known as the Northlands Water Reclamation Plant (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

6. Legislative Regular Agenda

6.A **First and Final Reading of Certificates of Obligation, Series 2026 Ordinance**
Consideration and possible action to approve on first and final reading an "Ordinance Authorizing the Issuance of City of Georgetown, Texas Combination Tax and Revenue Certificates Of Obligation, Series 2026; Levying an Ad Valorem Tax and Pledging Certain Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Related Documents; Awarding the Sale of the Certificates and Authorizing Other Matters Relating to the Certificates" -- Nathan Parras, Assistant Chief Financial Officer

Parras presented and reviewed the bond rating upgrade, capital projects, equipment, and pricing results for the COs (certificates of obligation).

General discussion among Council and staff regarding how the terms were similar, and call dates were the same for all bids.

Parras read the Ordinance caption.

Moved by Kevin Pitts; seconded by Ron Garland to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.B **First and Final Reading of the General Obligation Bonds, Series 2026 Ordinance**
Consideration and possible action to approve on first and final reading an "Ordinance Authorizing the Issuance of City of Georgetown, Texas General Obligation Bonds, Series 2026; Levying an Ad Valorem Tax and Pledging Certain Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Related Documents; Awarding the Sale of the Certificates and Authorizing Other Matters Relating to the Certificates" -- Nathan Parras, Assistant Chief Financial Officer

Parras presented and reviewed transportation and facilities, and the pricing results for GOs (general obligation).

Parras read the Ordinance caption.

Moved by Kevin Pitts; seconded by Amanda Parr to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.C **First and Final Reading of the Utility System Revenue Bonds, Series 2026 Ordinance**
Consideration and possible action to approve on first and final reading an "Ordinance Authorizing the Issuance of City of Georgetown, Texas Utility System Revenue Bonds, Pledging Certain Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement, and a purchase agreement; Establishing procedures for selling and delivering the Bonds; and Authorizing other matters relating to the Bonds" -- Nathan Parras, Assistant Chief Financial Officer

Parras presented and reviewed the utility infrastructure.

Parras read the Ordinance caption.

Moved by Kevin Pitts; seconded by Ben Stewart to Approve as presented.

Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

6.D **First Reading - Levying Special Assessments for Bluffview Public Improvement District (PID)**
First Reading of an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for The Bluffview Public Improvement District improvement Area #1; Fixing a Charge and Lien Against All Properties within Improvement Area #1 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 -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the project timeline, Bluffview Development overview, authorized improvements, service plan sources and uses, maximum assessment per lot type, Service and Assessment Plan, and the next steps.

Woolery read the Ordinance caption.

There was no Council discussion on the item.

Moved by Shawn Hood; seconded by Ron Garland to Approve as presented.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

Adjournment

Mayor Schroeder adjourned the meeting at 6:50 p.m.

These minutes were approved at the meeting of _____.

_____ Mayor

_____ Attest

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Housing Authority Board Appointments

SUGGESTED ACTION:
Consideration and possible confirmation of appointment of Brett Hauser, Austin Long, and Franklin Stover as Non-resident Commissioners to the Housing Authority Board, appointing Nikita Goodwin as a Resident Commissioner and reinstating Denora Perry as a Resident Commissioner; complying with Local Government Code 392, Subchapter C, Section 392.031, Section 392.0331 and Section 392.034 filling vacancies, establishing term limits for resident commissioners, and establishing term lengths for regular commissioners -- Josh Schroeder, Mayor

ITEM SUMMARY:
These three members are recommended by the Mayor and have consented to serve.

Texas Local Government Code Chapter 392, Subchapter C can be found in it's entirety at this link:
Texas Local Government Code Section 392 Subchapter C

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - ETJ Disannexation - Harper - 5.0009 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 5.0009 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R497216 and owned by Samuel Harper and Mary Elizabeth Harper -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Harper_Cavu Rd_5 AC wExhibits.pdf
HARPER Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 5.0009 ACRE OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R497216, AND BEING LOCALLY KNOWN AS 3205 CAVU ROAD, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 17, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 5.0009 acre tract of land in the Harmony Forest Subdivision (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

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

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION

RECEIVED
APR 17 2026
CITY SEC.

Pursuant to Texas Local Government Code Chapter 42, Subchapter D

TO: City of Georgetown, Texas
DATE: 4-17-26

PETITIONER INFORMATION

Name of Property Owner(s): Samuel P and Mary Elizabeth Harper

Current Residence Address: 3205 Cavu Road, Georgetown, Texas 78628

Legal Description: S9721-HARMONY FOREST, LOT 2, ACRES 5.0009

Property to be Removed from ETJ: S9721-HARMONY FOREST, LOT 2, ACRES 5.0009

Williamson County Parcel Number: R497216

Property Owner Date of Birth: Samuel P Harper 02/01/1963

Property Owner Date of Birth: Mary E Harper 05/03/1967

Property Owner Voter Registration # [redacted] Samuel Purifoy Harper

Property Owner Voter Registration # [redacted] Mary Elizabeth Harper

Phone Number: Sam [redacted] **Mary** [redacted]

Email Address: [redacted]

Signatures:

Samuel P. Harper Date 4.17.26

Samuel P Harper

Mary E Harper Date 4.17.26

Mary E Harper

Samuel P Harper and Mary E Harper are the sole owners of Lot 2 of Harmony Forest Subdivision.

PROPERTY DESCRIPTION:
5.0009 acres, situated in the David Wright Survey, Abstract No. 13, being all of Lot 2, Harmony Forest as recorded in Cabinet No. EE, Slide No. 373 and 374 of the Official Public Records of Williamson County, Texas. Located at 3205 Cavu Road, City of Georgetown, Williamson County, Texas 78628. (Parcel # R497216)

Meets and Bounds of Lot 2, Harmony Forest Subdivision:
Beginning point starting at a ½" iron rod on the Southwest Corner of said Lot 2, same being in the north right-of-way line of Cavu Road (50-foot right-of-way);

Thence, departing said right of way line, with the west line of said Lot 2, N 00 degrees, 44 minutes, 33 seconds East, a distance of 526.43 feet to a ½" iron rod found for the northwest corner of said Lot 2;

Thence, with the north line of said Lot 2, South 89 degrees,14 minutes, 00 seconds East, a distance of 411.23 feet to a ½" iron rod found for the northeast corner of said Lot 2;

Thence, with the east line of said Lot 2, South 03 degrees, 55 minutes, 37 seconds East, a distance of 467.92 feet to a ½" iron rod found for the southeast corner of said Lot 2, same being in the north right-of-way line of said Cavu Road;

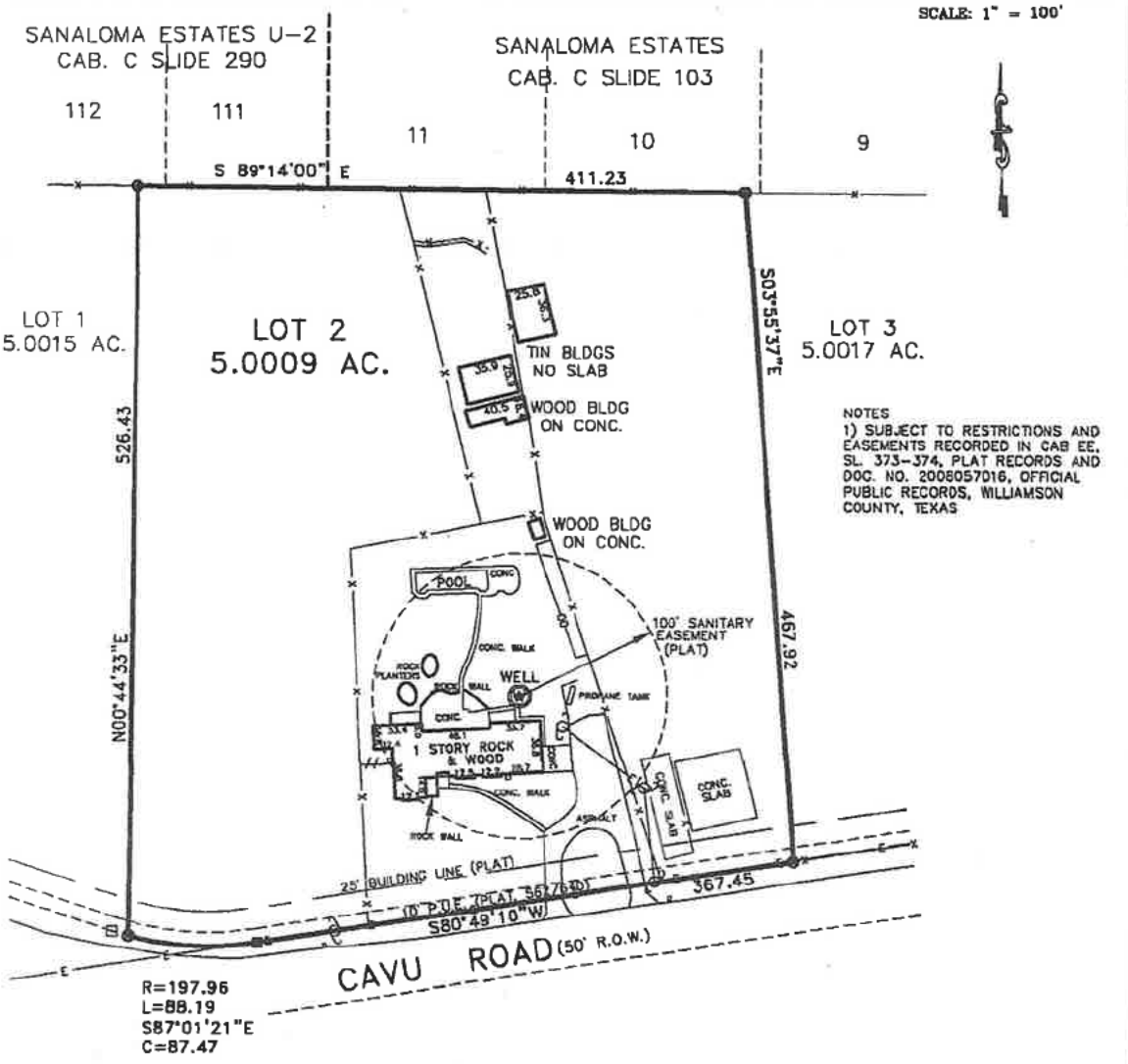
Thence, with said north right-of-way line of Cavu Road, the following (2) courses:

1. South 80 degrees, 49 minutes, 10 seconds West, a distance of 367.45 feet to a point;
2. Along a curve to the left having a radius of 197.96 feet, an arc length of 88.19 feet, and a chord bearing of South 87 degrees, 01 minutes, 21 seconds East for a chord distance of 87.47 feet to the POINT OF BEGINNING, containing 5.0009 acres of land, more or less.

*** A flash drive has been provided and submitted with these documents.

Plat of survey of property at Cavu Road
described as Lot 2, Block , of HARMONY FORESST
a subdivision of record in Map or Plat
Volume/Book/Cabinet EE at Page(s)/Slide(s) 373-374 of the Williamson
County, Texas Plat Records. G.F. # 700082611 F Dated: July 21, 2008
Ref: Samuel P. Harper and Mary E. Harper

SCALE: 1" = 100'



NOTES
1) SUBJECT TO RESTRICTIONS AND EASEMENTS RECORDED IN CAB EE, SL. 373-374, PLAT RECORDS AND DOC. NO. 2008057016, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

To: Georgetown Title Company, Stewart Title Guaranty Company, & Wells Fargo Bank, N.A.
exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflict, encroachments, overlapping of improvements, visible utility easements, except as shown and the property has access to and from a dedicated roadway.

The property shown hereon is located in Zone "X" Areas outside the 500 year floodplain
as shown on Community Panel Number 081079 0115 C
of the FLOOD INSURANCE RATE MAP prepared for Williamson County
by the Federal Insurance Administration Department, H.U.D. Effective Date: Sept. 27, 1991

This information is based solely on said map and the surveyor does not assume responsibility as to any information provided and does not represent accuracy or inaccuracy of said map

This survey is copyright 2008 by Crichton and Associates, Inc., and is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with this transaction only.

LEGEND
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- NAIL FOUND
- POWER POLE
- GUY WIRE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- GAS METER
- SEWER CLEANOUT
- UTILITY PEDESTAL
- SANITARY SEWER MANHOLE
- UG UTILITY WARNING SIGN
- E CONC. PAD WITH ELEC.
- —//—//— WOOD FENCE
- —OO—OO— CHAIN LINK FENCE
- —x—x— WIRE FENCE
- —E—E— OVERHEAD ELECTRIC LINE
- ( ) RECORD INFORMATION

CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS
6448 HIGHWAY 290 EAST
AUSTIN, TEXAS 78723
(512) 244-3395
FAX (512) 244-9508

08_237

STATE OF TEXAS
REGISTERED
EDWARD W. BRADFIELD
5617
PROFESSIONAL
LAND SURVEYOR

DATE: July 28, 2008

PLAT 2008057238
2 PGS

PLAT MAP RECORDING SHEET

DEDICATOR: AGAVE DEVELOPMENT, LLC
STEVE RICHMOND, MANAGER

SUBDIVISION NAME: HARMONY FOREST

PLAT RECORDED IN: CABINET EE SLIDES 373 AND 374

PROPERTY IS DESCRIBED AS: A 15.004 ACRE TRACT OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NUMBER 13, OF WILLIAMSON COUNTY, BEING A PORTION OF A 19.4701 ACRE TRACT.

Reference: 2007029834

HAND TO: AGAVE DEVELOPMENT, LLC; STEVE RICHMOND, (512) 869-2675

INSTRUMENT DATE: JULY 11, 2008

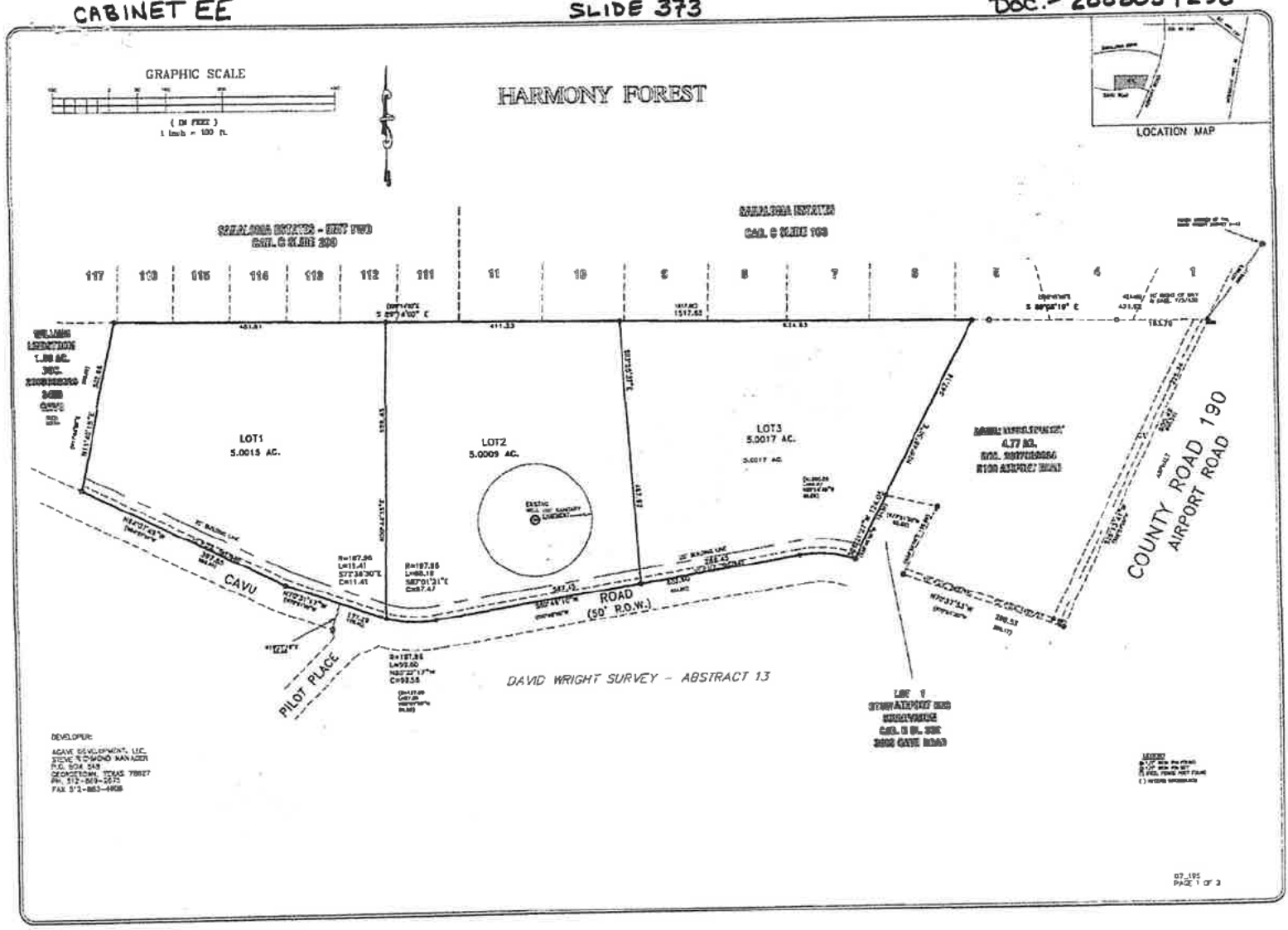
FILE DATE: JULY 23, 2008

FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2008057238
Nancy E. Rister
07/23/2008 11:04 AM
WEHLING $111.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CABINET EE SLIDE 373 Doc.# 2008057238



CABINET EE SLIDE 374

HARMONY FOREST

STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, STEVE RICHMOND, MANAGER OF ASANE DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, BEING OWNER OF THAT CERTAIN 13.0433 ACRE TRACT OF LAND OUT OF DAVID WRIGHT SURVEY ABSTRACT NO. 13, IN WILLIAMSON COUNTY, TEXAS, CONVEYED IN DOCUMENT NO. 2001022834, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 13.004 ACRE TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS " HARMONY FOREST" SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC USE OF STREETS AND EASEMENTS SHOWN HEREON. I, OR THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS

WITNESS MY HAND THIS THE 11 DAY OF JULY 2008 A.D.

(S) Steve Richmond

STEVE RICHMOND MANAGER, ASANE DEVELOPMENT, LLC.
P.O. BOX 548
GEORGETOWN, TEXAS 78627
PH. 512-869-2075
FAX 512-863-1908

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVE RICHMOND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11 DAY OF JULY, 2008 A.D.

Marsha K. Hickman
NOTARY PUBLIC IN THE STATE OF TEXAS
Marsha K. Hickman
(TYPE OR PRINT NAME)
MY COMMISSION EXPIRES 11/07/09

MARSHA K. HICKMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/07/09

SURVEYOR'S CERTIFICATE

I, HERMAN CROCKETT, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND IN MAY 2007

NO PORTION OF THIS TRACT IS ENCROACHED BY A FLOOD AREA AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 480624 0115 E, EFFECTIVE DATE SEPTEMBER 27, 1991.

THIS PLAT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

HERMAN CROCKETT, R.P.L.S. #4544 — 7/8/08

SURVEYING BY:
CROCKETT & ASSOCIATES, INC.
6448 HIGHWAY 290 E. SUITE B-109
AUSTIN, TEXAS 78723
PH. 512-244-3395
FAX 512-244-9508

STATE OF TEXAS
REGISTERED
HERMAN CROCKETT
4544
LICENSED
PROFESSIONAL
LAND SURVEYOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

7/9/08
Paula Pinto — Date
Director of Environmental Services

FIELD NOTES

FIELD NOTES FOR 13.004 ACRES OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS BEING ALL OF A TRACT RECORDED IN VOL. 2032 PG. 216 OF THE WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a steel fence post found on the North line of Cove Blvd, at the Southeast corner of Lot 1, GTSW Airport RHS Subdivision, a subdivision recorded in Cab. H Slide 330 of the Williamson County, Texas Plat Records for the Southeast corner of this tract and the POINT OF BEGINNING,

THENCE with the North R.O.W. of Cove Road and the South line of said 13.0 acre tract the following five (5) courses:

1) Along a curve to the left whose elements are Rs 200.00, Le 99.54 whose chord bears N 85° 15' 48" W, 98.53 feet to a ½" iron pin set;

2) S 82° 49' 10" W, 653.90 feet to a ½" iron pin set at a point of curve to the right.

3) Along said curve to the right whose elements are R= 197.16, Le 99.60 whose chord bears N 65° 20' 50" W, 98. 56 feet to a steel fence post found.

4) N 72° 31' 17" W, 177.29 feet to a steel fence post found.

5) N 64° 07' 49" W, 397.85 feet to a steel fence post found at the Southeast corner of a 9.38 acre tract conveyed to William Linstrom in Doc. No. 2005105829 of the Williamson County, Texas Official Records for the Southeast corner of said 13.0 acre tract and this tract

THENCE N 21° 40' 15" E, 302.98 feet to a ½" iron pin found at the North common corner of said 1.38 acre acre tract and said 13.0 acre tract, also being on the South line of Sandiana Unit Two, a subdivision Recorded in Cab. C Slide 190 of the Williamson County, Texas Plat Records for the Northeast corner of this tract;

THENCE S 81° 14' 00" E (bearing basis for this survey) passing the Southeast corner of said Sandiana Unit Two and the Southwest corner of Sandiana Estates, in all a distance of 1317.83 feet to a wood fence post found at the North common corner of said 13.0 acre tract and a 4.77 acre tract recorded in Vol. 2099 Pg. 150 of the Williamson County, Texas Official Records for the Northeast corner of this tract.

THENCE S 26° 48' 30" W, 347.14 feet to a steel post found for the South common corner of said 13.0 acre tract and said 4.77 acre tract also being the Northwest corner of said Lot 1 GTSW Airport RHS Subdivision.

THENCE S 28° 21' 27" W with the West line of said Lot 1, 124.05 feet to the POINT OF BEGINNING and containing 13.004 acres more or less.

HEALTH DEPARTMENT NOTES:

1) ON-SITE-SEWAGE-FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

2) NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

3) NO DEVELOPMENT SHALL BEGIN ON LOTS 8-11 PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED

4) THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN CERTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS, OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.

5) PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTIONS, FILL, EXCAVATION, GRADING, CHANNEL IMPROVEMENTS, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS PLAT, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.

6) PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE THE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

7) NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

8) WATER WILL BE PROVIDED BY THE CITY OF GEORGETOWN, TEXAS.
WASTEWATER WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (O.S.S.F.).

9) According to TCEQ Regulations Chapter 213 - Edwards Aquifer "(D) Regulated activity does not include: (v) construction of single family residences on lots that are larger than five acres, where no more than one single-family residence is located on each lot. If these lots are ever used for other purposes, i.e. further subdivision, retail, commercial or industrial purposes, a TCEQ Edwards Aquifer application may be required."

NOTES:
In accordance with Section 8123 of Williamson County's Subdivision Regulations, Stormwater Management Fees are for 2, 10 & 100-year flood events is required for each non-residential lot shown hereon. An exception to this requirement may be granted if it can be shown that downstream property is not adversely affected by runoff from the accumulative development activities within the subdivision.

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision will finally been accepted for maintenance by the County.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 9 DAY OF July 2008

AUTHORIZED ADDRESS COORDINATOR Teresa Baker

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "HARMONY FOREST" HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS — 7-22-08 DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd DAY OF July A.D., AT 2:57 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET EE, SLIDES 373 AND 374, IN WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WITHIN WRITTEN, WHICH WAS DULY RECORDED ON THE 23rd DAY OF JULY, 2008, AT 11:01 AM

BY _____
NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS
WILLIAM WORNELL, DEPUTY

COUNTY COURT WILLIAMSON COUNTY TEXAS

07-195
PAGE 2 OF 2

Petitioned for ETJ Removal - HARPER, SAMUEL P & MARY E

Property

Streets

Georgetown City Limits

Extra-Territorial Jurisdiction

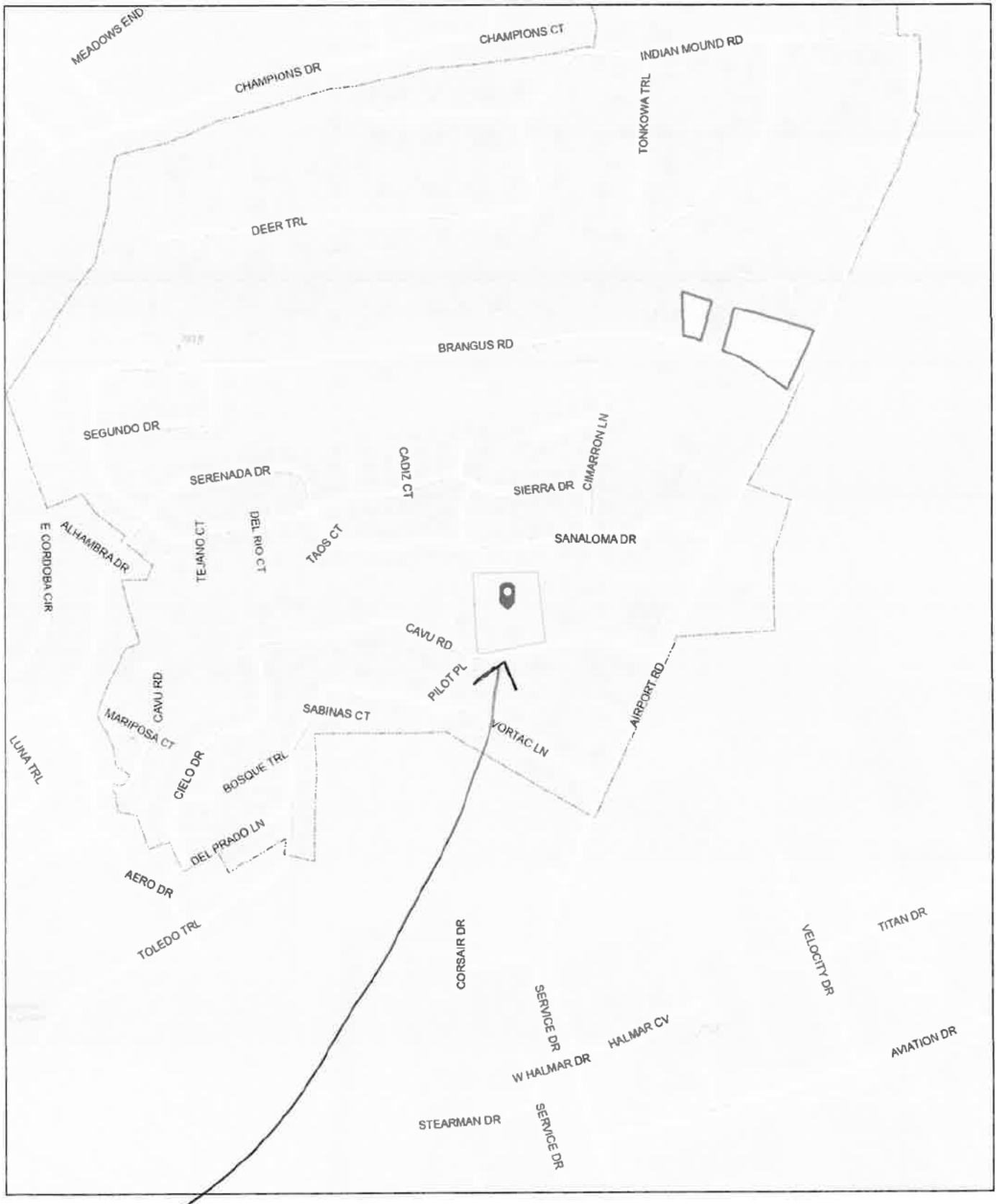
1:8,364

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Williamson County GIS, City of Georgetown GIS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

Petitioned for ETJ Removal - HARPER, SAMUEL P & MARY E



Property

Streets

Georgetown City Limits

Extra-Territorial Jurisdiction

1:8,364

0 0.07 0.15 0.3 mi

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Williamson County GIS, City of Georgetown GIS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

(46) Georgetown Title Company, Inc.

700062611-G

DEED 2008060007
2 PGS

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.

GF No.: 700062611 F

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

THAT **AGAVE DEVELOPMENT, L.L.C., A LIMITED LIABILITY COMPANY,** hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **SAMUEL P. HARPER AND SPOUSE, MARY ELIZABETH HARPER,** whose mailing address is **3205 CAVU ROAD, GEORGETOWN, TEXAS 78628,** hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum, being in the amount specified in that certain deed of trust referenced below, being of approximate even date herewith, payable to the order of **WELLS FARGO BANK, N.A.,** hereinafter called "Mortgagee," and bearing interest at the rate therein provided; said Note containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **ROBERT K. FOWLER,** Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, and said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said liens;

And Grantor has BARGAINED, SOLD, GRANTED AND CONVEYED, and by these presents does BARGAIN, SELL, GRANT AND CONVEY, unto said Grantee, the following described real property, to-wit:

LOT 2, OF HARMONY FOREST, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET EE, SLIDES 373-374, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee and Grantee's heirs and assigns, FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Taxes of every nature for the current year have been prorated and are assumed by GRANTEE. This conveyance is made subject to, all and singular, the restrictions, mineral reservations, royalties, conditions, easements, and covenants, if any, applicable to and enforceable against the above-described property as reflected by the records of the County Clerk of the aforesaid County.

Unofficial Document

But it is expressly agreed that the Grantor herein reserves and retains for Grantor and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the above described property, premises and improvements, until the above described Promissory Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute, which Vendor's Lien and Superior Title have been assigned, transferred, and delivered without recourse to Mortgagee as set forth above.

WHEN this Deed is executed by more than one person, or when the GRANTOR or GRANTEE is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed to correspond; and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 31st day of July, 20 08.

AGAVE DEVELOPMENT, L.L.C.

By: _____

Name: Steven B. Richmond

Title: Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 31st day of July, 2008, by Steven B. Richmond, Manager of **AGAVE DEVELOPMENT, L.L.C.**, on behalf of said **LIMITED LIABILITY COMPANY.**

L H WOLF
Notary Public, State of Texas
My Commission Expires:
OCTOBER 3, 2009

_____
Notary Public

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20___, by _____, _____ of _____, on behalf of said _____.

_____
Notary Public

After Recording, Return To:
SAMUEL P. HARPER
MARY ELIZABETH HARPER
3205 CAVU ROAD
GEORGETOWN, TEXAS 78628

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2008060007
Nancy E. Rister
08/01/2008 03:38 PM
CMCNEELY $20.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Williamson Central Appraisal District
625 FM 1460
Georgetown, TX 78626-8050
WCAD.org • (512) 930-3787

25.19 – 2026 Notice of Appraised Value

Date: 03/31/2026
Owner Name: HARPER, SAMUEL P & MARY E
Situs: 3205 CAVU RD GEORGETOWN TX 78628
Legal Description: S9721 - HARMONY FOREST, Lot 2, ACRES 5.0009

71188*255**G50**0.765*********AUTO**5-DIGIT 78628

HARPER, SAMUEL P & MARY E
3205 CAVU RD
GEORGETOWN TX 78628-1837

Quick Ref ID: R497216

Online Protest Passcode (2026): 206FA98A26

THESE ARE YOUR CURRENT EXEMPTIONS:

Code	Exemption Type
HS	Homestead

Recently applied exemptions may not be reflected, check: *search.WCAD.org*

PROTEST FILING DEADLINE: 05/15/2026

Dear Property Owner,
WCAD has appraised the property listed above for the tax year 2026. The appraisal as of January 1, 2026 is outlined below:

	Appraisal Information	Last Year - 2025	Proposed - 2026
(+)	Structure / Improvement Market Value (Homestead)	621,749	545,127
(+)	Structure / Improvement Market Value (Non-Homestead)	24,126	26,510
(+)	Non Ag Land Market Value (Homestead)	700,891	810,416
(+)	Non Ag Land Market Value (Non-Homestead)	0	0
(+)	Ag Land Market Value	0	0
(=)	Total Market Value	1,346,766	1,382,053
	Ag Land Productivity Value	0	0
	Assessed Value ** (Possible Homestead Limitations, see asterisk below)	875,792	963,343

** A residence homestead is capped from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. *(The homestead cap takes effect on a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) or (c-1) Texas Property Tax Code]).*

Homestead Cap Value (Total Market Value – Assessed Value) = $418,710

ON HOMESTEAD PROPERTIES, ASSESSED VALUE INCREASES OF 10% PER YEAR ARE MANDATORY PER TEXAS PROPERTY TAX CODE 23.23 UNTIL THE ASSESSED VALUE IS EQUAL TO THE MARKET VALUE.

"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials"

Visit *Texas.gov/PropertyTaxes* to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

The Williamson Central Appraisal District does not set tax rates or collect the taxes on your property. The governing body of each taxing unit decides whether or not taxes on the property will increase. The Appraisal District only determines the value of the property.

Please scan the QR code to the left using your smart phone camera application, or use any QR code scanning application to access *WCAD.org/noav-qr* for more information, including:

- Appraisal Notice Explanation
- Appeal Process Information
- Market & Valuation Information
- E-Notice Request
- Circuit Breaker Limitation
- Homestead Exemptions / Cap Adjustment
- Over 65 Exemption Information
- Agricultural Land Valuation
- Truth-in-Taxation Database Update Notification Sign-up

Escaneé el código QR a la izquierda con la aplicación de la cámara de su teléfono, o use cualquier aplicación de escaneo de códigos QR para acceder a *WCAD.org/noav-qr* para obtener más información, incluyendo:

- Explicación del documento de valuación
- Información sobre el proceso de apelación
- Información de Mercado y Valoración
- Solicitud de notificación electronica
- Limitación de Cortacircuitos
- Exenciones de Residencia
- Información sobre exenciones para mayores de 65 años
- Valoración de terreno Agricultural
- Registro de Notificación de Actualización de la Base de Datos de Veracidad en los Impuestos

ONLINE VOTES AVAILABLE

Exhibit B to Resolution

Legal Description and Map

Samuel P Harper and Mary E Harper are the sole owners of Lot 2 of Harmony Forest Subdivision.

PROPERTY DESCRIPTION:
5.0009 acres, situated in the David Wright Survey, Abstract No. 13, being all of Lot 2, Harmony Forest as recorded in Cabinet No. EE, Slide No. 373 and 374 of the Official Public Records of Williamson County, Texas. Located at 3205 Cavu Road, City of Georgetown, Williamson County, Texas 78628. (Parcel # R497216)

Meets and Bounds of Lot 2, Harmony Forest Subdivision:
Beginning point starting at a ½" iron rod on the Southwest Corner of said Lot 2, same being in the north right-of-way line of Cavu Road (50-foot right-of-way);

Thence, departing said right of way line, with the west line of said Lot 2, N 00 degrees, 44 minutes, 33 seconds East, a distance of 526.43 feet to a ½" iron rod found for the northwest corner of said Lot 2;

Thence, with the north line of said Lot 2, South 89 degrees,14 minutes, 00 seconds East, a distance of 411.23 feet to a ½" iron rod found for the northeast corner of said Lot 2;

Thence, with the east line of said Lot 2, South 03 degrees, 55 minutes, 37 seconds East, a distance of 467.92 feet to a ½" iron rod found for the southeast corner of said Lot 2, same being in the north right-of-way line of said Cavu Road;

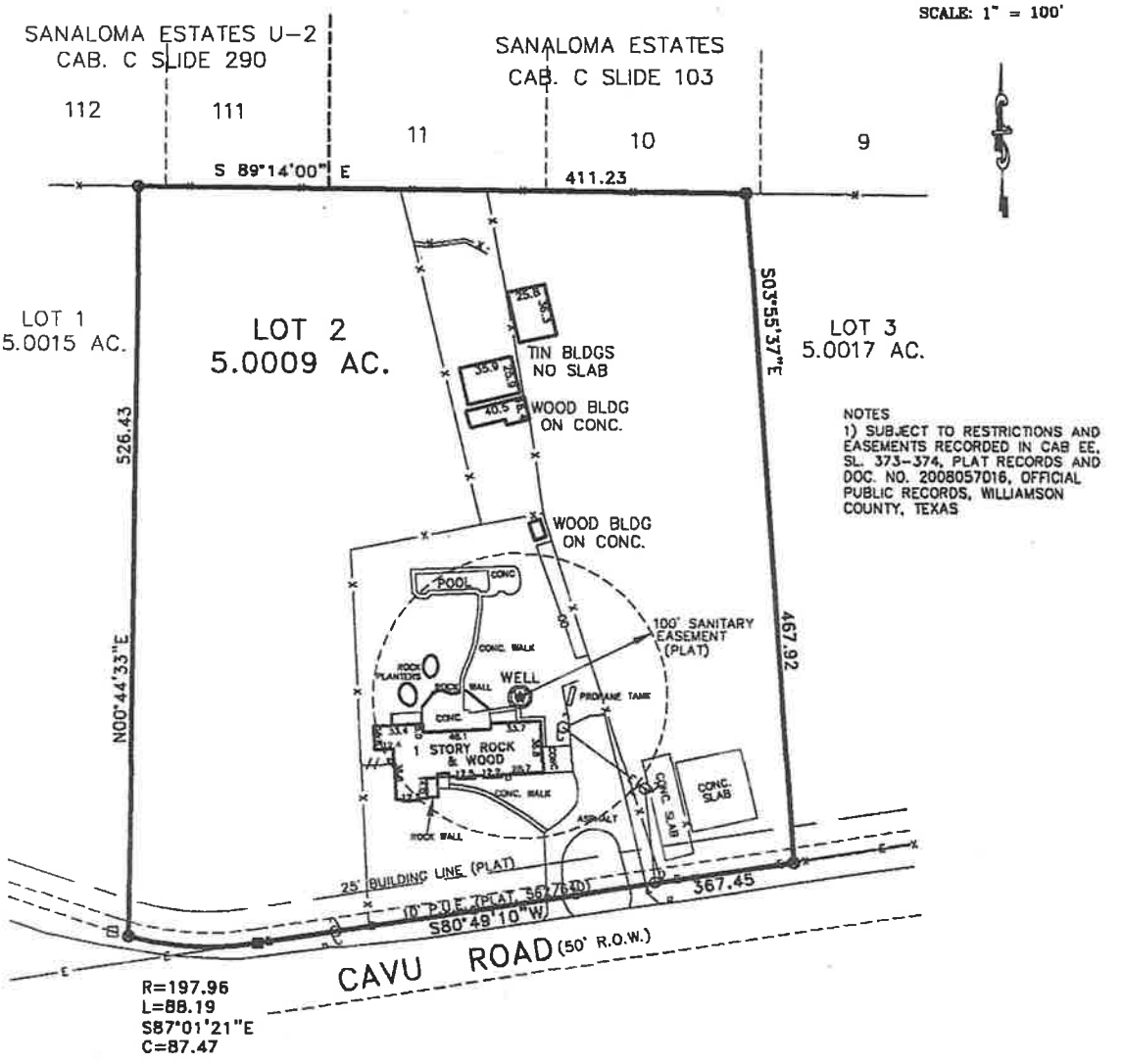
Thence, with said north right-of-way line of Cavu Road, the following (2) courses:

1. South 80 degrees, 49 minutes, 10 seconds West, a distance of 367.45 feet to a point;
2. Along a curve to the left having a radius of 197.96 feet, an arc length of 88.19 feet, and a chord bearing of South 87 degrees, 01 minutes, 21 seconds East for a chord distance of 87.47 feet to the POINT OF BEGINNING, containing 5.0009 acres of land, more or less.

*** A flash drive has been provided and submitted with these documents.

Plat of survey of property at Cavu Road
described as Lot 2, Block , of HARMONY FOREST
a subdivision of record in Map or Plat
Volume/Book/Cabinet EE at Page(s)/Slide(s) 373-374 of the Williamson
County, Texas Plat Records. G.F. # 700082611 F Dated: July 21, 2008
Ref: Samuel P. Harper and Mary E. Harper

SCALE: 1" = 100'



NOTES
1) SUBJECT TO RESTRICTIONS AND EASEMENTS RECORDED IN CAB EE, SL. 373-374, PLAT RECORDS AND DOC. NO. 2008057016, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

To: Georgetown Title Company, Stewart Title Guaranty Company, & Wells Fargo Bank, N.A.
exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflict, encroachments, overlapping of improvements, visible utility easements, except as shown and the property has access to and from a dedicated roadway.

The property shown hereon is located in Zone "X" Areas outside the 500 year floodplain
as shown on Community Panel Number 081079 0115 C
of the FLOOD INSURANCE RATE MAP prepared for Williamson County
by the Federal Insurance Administration Department, H.U.D. Effective Date: Sept. 27, 1991

This information is based solely on said map and the surveyor does not assume responsibility as to any information provided and does not represent accuracy or inaccuracy of said map

This survey is copyright 2008 by Crichton and Associates, Inc., and is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with this transaction only.

08_237

LEGEND
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- NAIL FOUND
- POWER POLE
- GUY WIRE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- GAS METER
- SEWER CLEANOUT
- UTILITY PEDESTAL
- SANITARY SEWER MANHOLE
- UG UTILITY WARNING SIGN
- E CONC. PAD WITH ELEC.
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- OVERHEAD ELECTRIC LINE
- ( ) RECORD INFORMATION

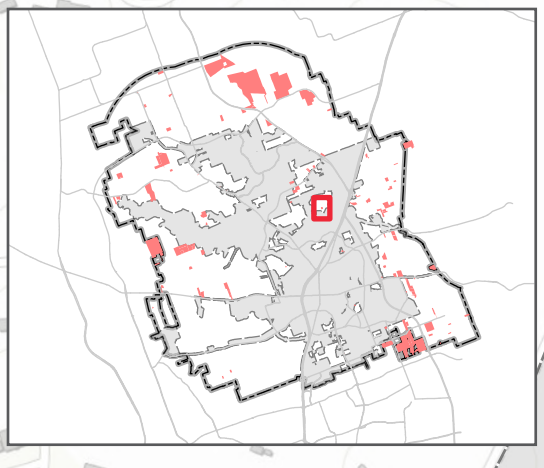
CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS
6448 HIGHWAY 290 EAST
AUSTIN, TEXAS 78723
(512) 244-3395
FAX (512) 244-9508

STATE OF TEXAS
REGISTERED
EDWARD W. BRADFIELD
5617
PROFESSIONAL
LAND SURVEYOR

DATE: July 28, 2008

Petitioned for ETJ Removal

HARPER



Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - ETJ Disannexation - Smythe - 2.5 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 2.5 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R367915 and owned by Mark Smythe and Kimberly Smythe -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Michael Charles, City Attorney's Office/ Real Estate

ATTACHMENTS:
Res_ETJ_Release_Smythe_FM3405_2 AC wExhibits.pdf
SMYTHE Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 2.5 ACRE OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R367915, AND BEING LOCALLY KNOWN AS 221 FM 3405, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 15, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 2.5 acre tract of land in the Robert's Subdivision (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to Subchapter D of Chapter 42 of Local Government Code, landowners or residents may submit a petition seeking release of an area of land from the City's ETJ; and

WHEREAS, the City Secretary has reviewed the Petition and confirmed that it meets the requirements of Subchapter D of Chapter 42 of the Local Government Code and the petition requirements of Chapter 277 of the Election Code.

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

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**"), does hereby find that the forgoing recitals are true and correct and adopts the recitals by this reference for all purposes.

SECTION 2. To the extent required by state law, the City Council does hereby adjust the boundaries and limits of the ETJ of the City of Georgetown, Texas, such that the ETJ of the City of Georgetown, Texas, shall be and is hereby adjusted to release and remove the Area subject to the Petition, as such Area is more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference, from the ETJ of the City of Georgetown, Texas.

SECTION 3. The City Council is not consenting to this reduction of its ETJ except as required by state law.

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

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the _____ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

Mark Smythe & Kimberly Smythe
601 CR 331
Granger, TX 76530
[redacted]

April 14, 2026

City Secretary
City of Georgetown
808 Martin Luther King Jr. Street
Georgetown, TX 78626

Re: Submission of Petition for Release from Georgetown ETJ under Senate Bill 2038

Dear City Secretary,

Enclosed please find a **Petition for Release from the Extraterritorial Jurisdiction (ETJ) of the City of Georgetown, Texas**, submitted pursuant to **Texas Local Government Code Chapter 42, as amended by Senate Bill 2038 (88th Legislature, Regular Session, 2023)**.

The petition includes the following required information:

- Property owner's name and contact information
- Legal description and location of the property
- Acreage and county information
- Signed request for release from the ETJ

Also enclosed are supporting documents, including:

- A copy of the recorded deed (proof of ownership)
- A property map/survey for reference

I respectfully request that the City process this petition in accordance with the statute and provide written confirmation of the property's release from the ETJ. Please contact me at [redacted] if any additional documentation or clarification is required.

Thank you for your time and assistance.

Sincerely,

Mark Smythe

Mark Smythe 4/14/26

Kimberly Smythe

Kimberly Smythe 4/14/26

Mark Smythe & Kimberly Smythe
601 CR 331
Granger, TX 76530
[redacted]

April 14, 2026

City Secretary
City of Georgetown
808 Martin Luther King Jr. Street
Georgetown, TX 78626

Re: Petition for Release from Georgetown ETJ Pursuant to Texas Senate Bill 2038

Dear City Secretary,

Pursuant to **Texas Local Government Code, Chapter 42, as amended by Senate Bill 2038 (88th Legislature, Regular Session, 2023)**, I, the undersigned property owner, hereby petition for release of my property from the extraterritorial jurisdiction ("ETJ") of the City of Georgetown, Texas.

Property Information:

- **Owner of Record:** Mark A Smythe & Kimberly A Smythe
- **Owner's Date of Birth:** Mark Smythe - [redacted] & Kimberly Smythe - [redacted]
- **Property Address:** 221 FM 3405, Georgetown, TX 78633
- **Legal Description:** S6534 - Robert's Subdivision, Lot 1, ACRES 2.5
  - Plat of Record: Cabinet O, Slide 41, Plat Records (see survey for more)
- **Parcel Identification Number:** R367915
- **County:** Williamson County
- **Property Acreage:** 2.5 acres

Petition Request:
In accordance with Senate Bill 2038, I formally request that the City of Georgetown release the above-described property from its ETJ. I am the lawful property owner, and this petition is made voluntarily and in compliance with the statute.

I respectfully request that the City of Georgetown take the necessary action to acknowledge and process this release, and provide written confirmation of the property's removal from the ETJ.

Thank you for your attention and assistance. Please contact me at [redacted] should you require additional documentation or clarification.

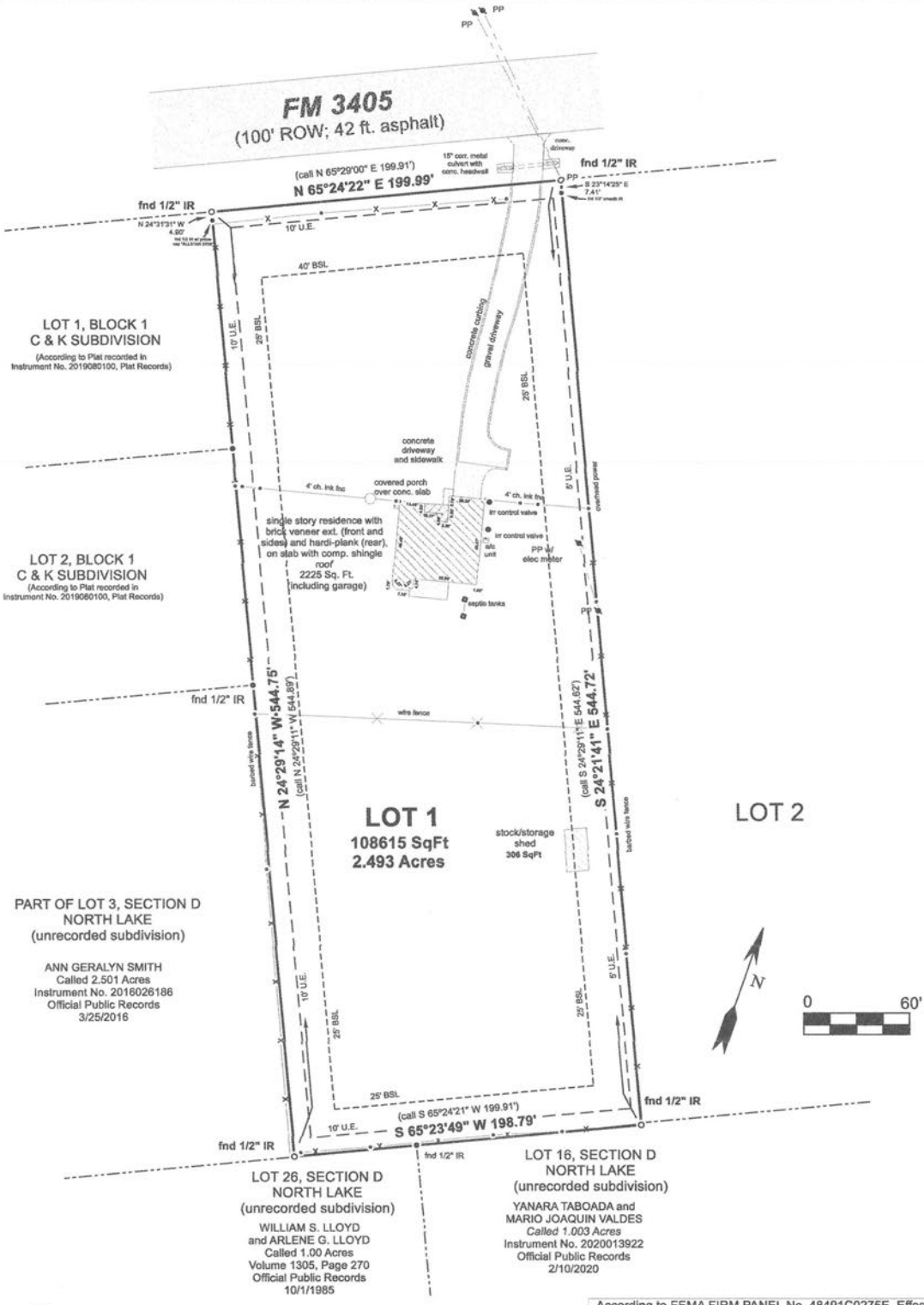
Sincerely,

Mark Smythe

Mark A. Smythe 4/14/26

Kimberly Smythe

Kimberly Smythe 4/14/26



STATE OF TEXAS
REGISTERED
HENRY S MADDUX III
6706
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. Property Address: 221 Fm 3405, Georgetown, Texas 78633.
2. Deed of Record: Sakura Kale and Jared Coville to Mark A. Smythe and Kimberly A. Smythe, Called 2.50 acres, Instrument No. 2018051490, Official Public Records, 6/12/2018.
3. Plat of Record: Cabinet O, Slide 41, Plat Records.
4. Bearings shown hereon are referenced to the Texas Coordinate System of 1983 (NAD83 2011), Central Zone.

According to FEMA FIRM PANEL No. 48491C0275E, Effective Date of 9/26/2008, this property lies in Zone "X", an area outside of the 0.2% chance flood plain (500 year flood plain).

I, Henry S. Maddux III, Registered Professional Land Surveyor No. 6706, do certify that this plat represents a survey made on the ground under my supervision and that no overages, underages, or encroachments were located on the property except as shown hereon.

Henry S. Maddux III — 04/06/2026

Henry S. Maddux III — Date

SURVEY PLAT OF

LOT 1, ROBERT'S SUBDIVISION

LEWIS P. DYCHES SURVEY A-171
WILLIAMSON COUNTY, TEXAS

STARR SURVEYING
TEXAS LICENSED SURV. FIRM NO. 10193754
3779 W. FM 436
BELTON, TEXAS 76513
936-662-0077

JOB NO. 26035 CUSTOMER: MARK SMYTHE

DRWN: HSM DATE: 04/06/2026

Traverse PC

CapitalTitle

Capital Title of Texas, LLC - Austin Mopac
6850 Austin Center Blvd., Ste. 127
Austin, TX 78731
Phone 512-222-0222 Fax 512-222-0300

TRANSMITTAL LETTER FOR E-RECORDED DOCUMENTS

June 11, 2018

Mark A Smythe and Kimberly A Smythe
221 FM 3405
Georgetown, TX 78633-4366

RE: Order No.: 18-360127-AM
Buyer: Mark A Smythe and Kimberly A Smythe
Seller(s): Sakura Kale and Jared Coville
Property Address: 221 FM 3405, Georgetown, TX 78633-4366

In connection with the above transaction, we enclose your original Warranty Deed signed by the Seller(s), along with the e-Recorded copy. Your Owner's Policy will follow.

It has been a pleasure to serve you. If we can be of further assistance to you in the future, please do not hesitate to contact us.

Kristy Smallwood
ksmallwood@ctot.com

ELECTRONICALLY RECORDED 2018051490
Williamson County, Texas Total Pages: 4

After Recording Return To:
MARK SMYTHE and KIMBERLY SMYTHE
221 FM 3405
GEORGETOWN, TEXAS 78633

Comm Ref: A3685

TEXAS GENERAL WARRANTY DEED
With Vendor's Lien

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.

Effective Date: June 12, 2018

Grantor (whether one or more): SAKURA KALE AND JARED COVILLE

Grantee (whether one or more): MARK SMYTHE AND KIMBERLY SMYTHE HUSBAND AND WIFE

Grantee's Mailing Address: 221 FM 3405
GEORGETOWN, TEXAS 78633

Consideration:
Ten and no/100 Dollars ($10.00) and other good and valuable consideration, including a note of the same date in the principal amount of TWO HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 Dollars ($282,400.00) (the "Note"), executed by the Grantee and payable to the order of TRIUMPH MORTGAGE, A BANKING CORPORATION (the "Lender"). The Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of the Lender, and by a deed of trust of the same date from the Grantee to CHRIS A. PEIRSON, Trustee for the benefit of the Lender.

Property (including improvements):
That certain property located in WILLIAMSON County, Texas to-wit: SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Reservations from Conveyance: The first and superior vendor's lien and superior title to secure payment of the Note.

Exceptions to Conveyance and Warranty:
Liens described as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, or matters apparent from those instruments, including reservations outstanding in parties other than Grantor, other than conveyances of the surface fee estate, that affect the Property; any discrepancies or conflicts in boundary lines; any encroachments or overlapping of improvements;and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay any subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging; To Have and To Hold unto Grantee, and Grantee's successors and assigns, forever. Grantor, and Grantor's successors and assigns, shall warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

50/18-360127-AM-KS

After Recording Return To:
MARK SMYTHE and KIMBERLY SMYTHE
221 FM 3405
GEORGETOWN, TEXAS 78633

Loan No. 33685

TEXAS GENERAL WARRANTY DEED

With Vendor's Lien

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.

Effective Date: **June 12, 2018**

Grantor (whether one or more): **SAKURA KALE AND JARED COVILLE**

Grantee (whether one or more): **MARK SMYTHE AND KIMBERLY SMYTHE HUSBAND AND WIFE**

Grantee's Mailing Address: **221 FM 3405**
GEORGETOWN, TEXAS 78633

Consideration:

Ten and no/100 Dollars ($10.00) and other good and valuable consideration, including a note of the same date in the principal amount of **TWO HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED AND NO/100 Dollars ($282,400.00)** (the "Note"), executed by the Grantee and payable to the order of **TRIUMPH MORTGAGE, A BANKING CORPORATION** (the "Lender"). The Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of the Lender, and by a deed of trust of the same date from the Grantee to **CHRIS A. PEIRSON**, Trustee for the benefit of the Lender.

Property (including improvements):

That certain property located in **WILLIAMSON** County, Texas to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF..**

Reservations from Conveyance: The first and superior vendor's lien and superior title to secure payment of the Note.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, or matters apparent from those instruments, including reservations outstanding in parties other than Grantor, other than conveyances of the surface fee estate, that affect the Property; any discrepancies or conflicts in boundary lines; any encroachments or overlapping of improvements;and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay any subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging; To Have and To Hold unto Grantee, and Grantee's successors and assigns, forever. Grantor, and Grantor's successors and assigns, shall warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The Lender, at Grantee's request, has paid in cash to Grantor the portion of the purchase price of the Property that is evidenced by the Note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of the Lender, and are transferred to the Lender without recourse against Grantor.

Executed to be effective as of the Effective Date.

Sakura Kale 6/12/18
SAKURA KALE Date

JARED COVILLE Date

Acknowledgements

Individual

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on June 12, 2018, by SAKURA KALE and JARED COVILLE.

KRISTY L. SMALLWOOD
Notary Public
State of Texas
ID # 10993703
My Comm. Expires 09-30-2021

Notary Public
Printed Name:

Individual

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____.

(Seal)

Notary Public
Printed Name:

Corporate/Partnership

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____ of _____, on its behalf.

(Seal)

Notary Public
Printed Name

Attorney-in-Fact

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____, attorney-in-fact on behalf of _____.

(Seal)

Notary Public
Printed Name:

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
2018051490
Pages: 4 Fee: $29.00
06/13/2018 03:53 PM

Nancy E. Rister, County Clerk
Williamson County, Texas

Exhibit B to Resolution

Legal Description and Map

Mark Smythe & Kimberly Smythe
601 CR 331
Granger, TX 76530
[redacted]

April 14, 2026

RECEIVED
APR 15 2026
CITY SEC.

City Secretary
City of Georgetown
808 Martin Luther King Jr. Street
Georgetown, TX 78626

Re: Petition for Release from Georgetown ETJ Pursuant to Texas Senate Bill 2038

Dear City Secretary,

Pursuant to **Texas Local Government Code, Chapter 42, as amended by Senate Bill 2038 (88th Legislature, Regular Session, 2023)**, I, the undersigned property owner, hereby petition for release of my property from the extraterritorial jurisdiction ("ETJ") of the City of Georgetown, Texas.

Property Information:

- **Owner of Record:** Mark A Smythe & Kimberly A Smythe
- **Owner's Date of Birth:** Mark Smythe - [redacted] & Kimberly Smythe - [redacted]
- **Property Address:** 221 FM 3405, Georgetown, TX 78633
- **Legal Description:** S6534 - Robert's Subdivision, Lot 1, ACRES 2.5
  - Plat of Record: Cabinet O, Slide 41, Plat Records (see survey for more)
- **Parcel Identification Number:** R367915
- **County:** Williamson County
- **Property Acreage:** 2.5 acres

Petition Request:
In accordance with Senate Bill 2038, I formally request that the City of Georgetown release the above-described property from its ETJ. I am the lawful property owner, and this petition is made voluntarily and in compliance with the statute.

I respectfully request that the City of Georgetown take the necessary action to acknowledge and process this release, and provide written confirmation of the property's removal from the ETJ.

Thank you for your attention and assistance. Please contact me at [redacted] should you require additional documentation or clarification.

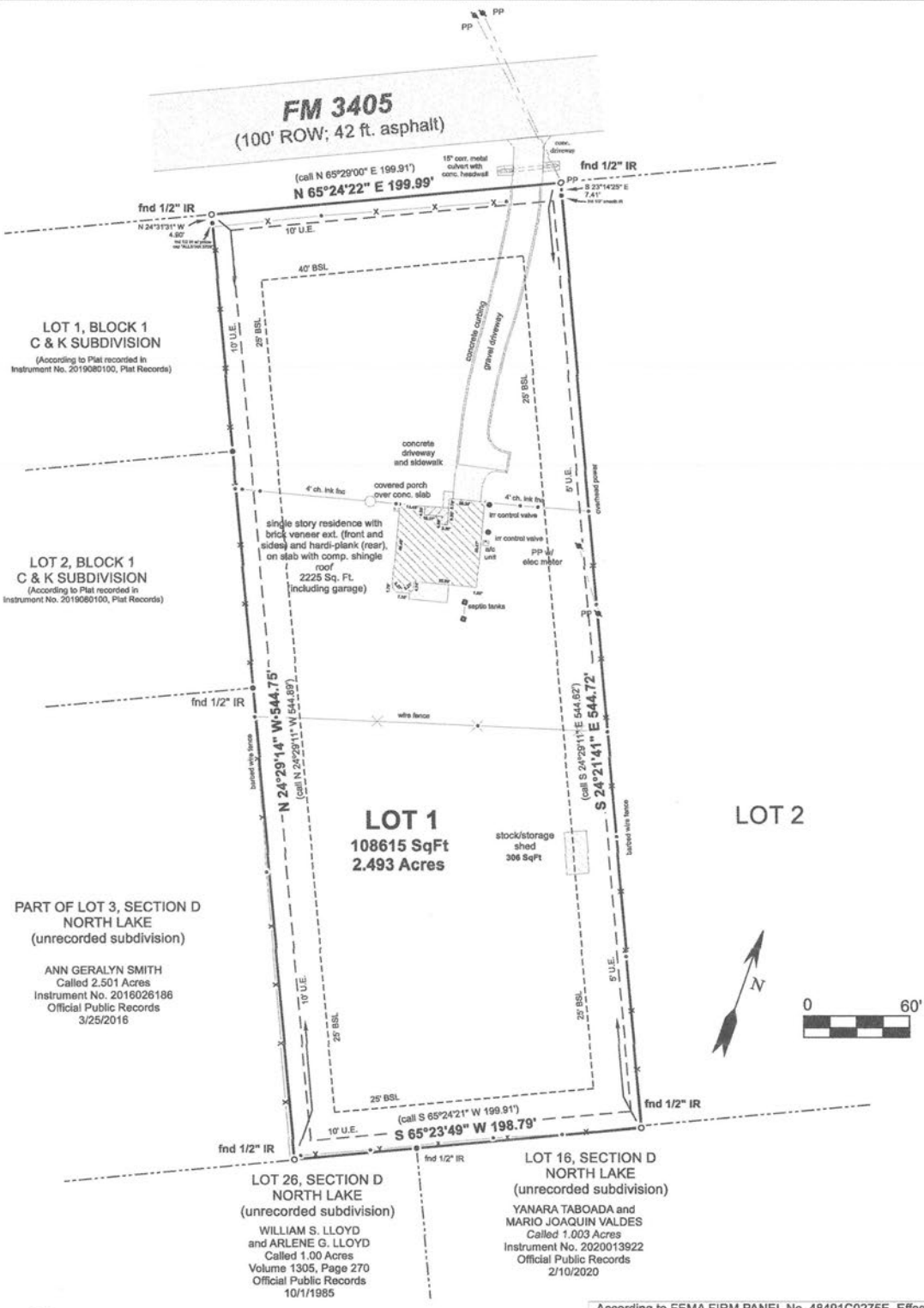
Sincerely,

Mark Smythe

Mark A. Smythe 4/14/26

Kimberly Smythe

Kimberly Smythe 4/14/26



STATE OF TEXAS
REGISTERED
HENRY S MADDUX III
6706
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. Property Address: 221 Fm 3405, Georgetown, Texas 78633.
2. Deed of Record: Sakura Kale and Jared Coville to Mark A. Smythe and Kimberly A. Smythe, Called 2.50 acres, Instrument No. 2018051490, Official Public Records, 6/12/2018.
3. Plat of Record: Cabinet O, Slide 41, Plat Records.
4. Bearings shown hereon are referenced to the Texas Coordinate System of 1983 (NAD83 2011), Central Zone.

According to FEMA FIRM PANEL No. 48491C0275E, Effective Date of 9/26/2008, this property lies in Zone "X", an area outside of the 0.2% chance flood plain (500 year flood plain).

I, Henry S. Maddux III, Registered Professional Land Surveyor No. 6706, do certify that this plat represents a survey made on the ground under my supervision and that no overages, underages, or encroachments were located on the property except as shown hereon.

Henry S. Maddux III — 04/06/2026

Henry S. Maddux III — Date

SURVEY PLAT OF

LOT 1, ROBERT'S SUBDIVISION

LEWIS P. DYCHES SURVEY A-171
WILLIAMSON COUNTY, TEXAS

STARR SURVEYING
TEXAS LICENSED SURV. FIRM NO. 10193754
3779 W. FM 436
BELTON, TEXAS 76513
936-662-0077

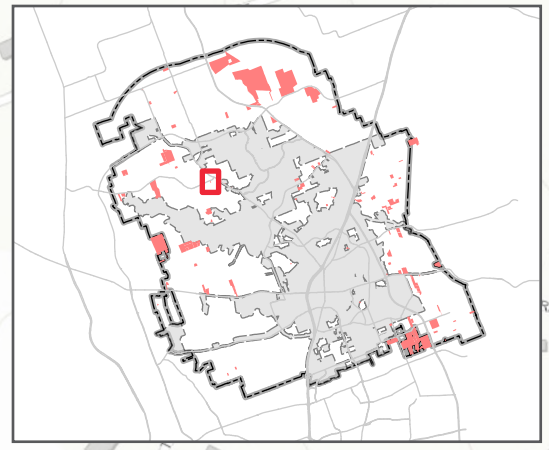
JOB NO. 26035 CUSTOMER: MARK SMYTHE

DRWN: HSM DATE: 04/06/2026

Traverse PC

Petitioned for ETJ Removal

SMYTHE



Property

Georgetown ETJ

City limits

0 300 600

US Feet

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - Bluffview PID Maintenance Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving a Maintenance Agreement between the City and Bluffview Master Community, Inc., relating to maintenance of certain areas and improvements within the Bluffview Public Improvement District, making related findings and determinations, and providing an effective date -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
The Bluffview Public Improvement District (the "District") is an in-City public improvement district formed by the City Council in 2022 containing approximately 69.080 acres. Development of the property within the District is governed by that certain "Development and Authorized Improvements Agreement" dated effective May 9, 2023, (the "Development Agreement") between the City, Lamy 2243, Ltd., (the "Developer"), and (for limited purposes only) A.C. Weir Properties, Ltd. Per the terms of the Development Agreement, the open spaces and several public improvements benefitting the District are required to be perpetually maintained by a property owners association, which is to be formed by Developer and whose members will be all lot owners in the District. The property owners association was formed in 2024 (formed as the "Bluffview Master Community, Inc.") The Development Agreement requires the property owners association to enter into a Maintenance Agreement with the City committing the association to perform the maintenance obligations described in the Development Agreement. This item is the approval of the required Maintenance Agreement between the City and the property association.

FINANCIAL IMPACT:
No financial impact to the City.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
Bluffview Maintenance Agreement [Parkland Improvements](640554.1).pdf
RES- Bluffview Maintenance Agreement v.1.pdf

MAINTENANCE AGREEMENT
Bluffview Master Community, Inc., a Texas nonprofit corporation

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "Agreement") is made to be effective as of the Effective Date (defined below) by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "City"), and Bluffview Master Community, Inc., a Texas nonprofit corporation (the "Association"), (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, the Bluffview Subdivision is a subdivision development and public improvement district within the City's corporate limits known as the Bluffview Public Improvement District (the "District") authorized by Resolution No. 032222-AA passed and approved by the Georgetown City Council on March 22, 2022 (the "PID Creation Resolution"), and which became effective with the recordation of same in the Official Public Records of Williamson County, Texas as Document No. 2022037258 containing approximately 68.080 contiguous acres and having single-family and multi-family residential units; and

WHEREAS, the Association is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest (each, an "Owner") in any residential, final-platted subdivision lot shown on a recorded subdivision plat located in the District (each, a "Lot"), which membership in the Association is not severable from the ownership of the Lot, and created to, among other things, maintain the 1) Private Open Space, 2) Pedestrian Linkages, Bluffview Drive Enhancements, 3) BNA Enhancements, 4) Southwest Bypass Screening Walls, 5) Drainage Easements, 6) all drainage, water quality, stormwater management ponds and other structures on the Developer Property, other than drainage improvements directly associated with public roadways within the District, and 7) any other Authorized Improvements located within an Enhanced Area Easement, and otherwise administer the affairs of the Association in accordance with the terms of that certain "Development and Authorized Improvements Agreement" between the City of Georgetown, Texas, a Texas home-rule municipal corporation situated in Williamson County, Texas (the "City"), and Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), and also executed by A.C. Weir Properties, Ltd., a Texas limited

partnership ("Weir") for certain purposes, dated effective May 9, 2023, (the "Development Agreement"), and the Bluffview Master Covenant governing the development, improvement, and sale of land in the District) dated effective October 14, 2024, and recorded under Document No. 2024082252 of the Official Public Records of Williamson County, Texas; and

WHEREAS, the Association has the authority to levy Association Assessments against the Lots within the District to provide a permanent source of funding for the Association to pay for performing its responsibilities under this Agreement; and

WHEREAS, pursuant to the Development Agreement, the Authorized Improvements located, or to be located, within the Enhanced Area Easements are be conveyed to the City, in trust for the public, and will be maintained by the Association; and

WHEREAS, the Association acknowledges and agrees that the City has exclusive jurisdiction and control of the Enhanced Area Easements.

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public and the residents in the District and members of the Association, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree as follows:

1. **RECITALS AND AGREEMENT ADOPTED.** The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Development Agreement is incorporated into this Agreement as if it were set out in full.

2. **DEFINITIONS.** In addition to the terms defined in the Recitals to this Agreement, the following words, shall, when capitalized, have the following meanings when used in this Agreement:

    2.1 "*Association Assessments*" means the assessments the Association impose for the purposes of, among other things, funding its obligations under this Agreement.
    2.2 "*Authorized Improvements*" has the meaning given in the Development Agreement.
    2.3 "*Bluffview Drive Enhancements*" has the meaning given in the Development Agreement.

2.4 "*Bluffview Natural Area*" has the meaning given in the Development Agreement.

2.5 "*BNA Enhancements*" has the meaning given in the Development Agreement.

2.6 "*Drainage Easements*" has the meaning given in the Development Agreement.

2.7 "*Enhanced Area Easements*" has the meaning given in the Development Agreement.

2.8 "*Parkland*" has the meaning given in the Development Agreement.

2.9 "*Parkland Improvements*" has the meaning given in the Development Agreement.

2.10 "*Pedestrian Linkages*" has the meaning given in the Development Agreement.

2.11 "*Private Open Space*" has the meaning given in the Development Agreement.

2.12 "*Southwest Bypass Screening Walls*" has the meaning given in the Development Agreement.

3. **GRANT OF LICENSE.** The City hereby grants the Association, and its duly authorized agents, a license to enter the Bluffview Natural Area and Enhanced Area Easements for the purpose of performing, or causing to be performed, the maintenance responsibilities of the Association described in Section 4 of this Agreement.

4. **MAINTENANCE, REPAIR, AND REPLACEMENT OBLIGATIONS**.

4.1 The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance, repair, and replacement work for Authorized Improvements located with the Enhanced Area Easements, the Bluffview Natural Area, and the Private Open Space including, <u>but not limited to</u>, striping, painting and staining, paving, resurfacing, stonemasonry, regular irrigation, mowing, edging, trimming of shrubs and other plantings, weed and ant control, and irrigation system and trail maintenance and repair. The Association shall be solely responsible for such maintenance, repair, and replacement and the City shall have no obligations for same.

4.2 The Association shall, at its sole cost and expense, perform or cause to be performed, all maintenance, repair and replacement work related to the Drainage Easements including, but not limited to, regular mowing, clearing, and weed control, and keeping the areas free of all trash and debris.

4.3 If damages to public infrastructure occur as a result of poor or inadequate maintenance of same, the Association shall pay the City for full

reimbursement of all reasonable costs the City incurs repairing damages to the public infrastructure.

4.4 Beginning after the Effective Date, between the dates December 1st and February 28th of the following year, and any time there is a possibility of freezing temperatures, the Association shall turn off the irrigation systems' timers and shall only operate the irrigation systems manually in order to prevent the icing of improved areas and equipment.

5. **NO LIENS**. The Association shall not cause, suffer or allow any liens to be placed on the Bluffview Natural Area or any Enhanced Area Easement.

6. **ASSOCIATION ASSESSMENTS.**

6.1 The Association shall levy Association Assessments in such amounts necessary to perform its responsibilities under this Agreement.

6.2 The Association shall also levy Association Assessments in amounts, as reasonably determined by the City, necessary to replace any Authorized Improvements located within the Private Open Space, Bluffview Natural Area and Enhanced Area Easements at the end of their useful life.

7. **CITY RIGHTS AND RESPONSIBILITIES.**

7.1 This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, on, over, or under the Bluffview Natural Area and all Enhanced Area Easements.

7.2 The City shall be responsible for maintaining the Parkland Improvements within the Parkland.

7.3 Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the Bluffview Natural Area, Enhanced Area Easements, Parkland, Parkland Improvements, or any public Drainage Easements pursuant to official action by the City or its successors. The City shall endeavor to provide the Association with notice of proposed alternations or improvements, but shall be under no obligation to do so prior to commencement of work.

8. **INSURANCE**.

8.1 Prior to the commencement of any work under this Agreement, the Association shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager,

which shall be clearly labeled with the legal name of the Association in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. Failure to obtain and maintain the required insurance shall constitute a material default of this Agreement. The City shall have no duty to perform under this Agreement until such Certificate and endorsements have been received and approved by the City's City Manager. No officer or employee, other than the City's City Manager, shall have authority to waive this requirement.

8.2 Notwithstanding the provisions of Section 8.3 below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the Association whereupon the City may incur increased risk.

8.3 The Association's financial integrity is of interest to the City; therefore, subject to the Association's right to maintain reasonable deductibles in such amounts as are approved by the City, the Association shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Association's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
Commercial General Liability Insurance to include coverage for the following: Premises operations *b. Independent Contractors Products/completed operations Personal Injury Contractual Liability *f. Environmental Impairment/Impact sufficiently broad to cover disposal liability *g. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability Owned/leased vehicle Non-owned vehicle Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the Association

8.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The Association shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address provided below within 30 days of the

requested change. The Association shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

8.5 The Association agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

8.5.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; and

8.5.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy; and

8.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

8.6 The Association agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the Association under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Association's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8.7 Nothing herein contained shall be construed as limiting in any way the extent to which the Association may be held responsible for payments of damages to persons or property resulting from the Association's performance of the work covered under this Agreement.

8.8 It is agreed that the Association's insurance shall be deemed primary and non- contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

8.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9. INDEMNIFICATION. THE ASSOCIATION INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE ASSOCIATION AND THE ASSOCIATION ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE MAINTENANCE SERVICES DESCRIBED IN PARAGRAPH 2.1 BY THE ASSOCIATION, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

10. TERMINATION

10.1 Termination by the Association. This Agreement may not be terminated by the Association.

10.2 Termination by the City. This Agreement may be terminated at any time by the City, if such termination is reasonably required by the public interest, after providing at least 30 days written notice to the Association. Circumstances under which the City may revoke this Agreement, pursuant to this subsection include, but are not limited to, the following:

10.2.1 Use of [the Bluffview Natural Area or an Enhanced Area Easement] becomes necessary for a public purpose;

10.2.2 Despite 30 days written notice, the Association fails to maintain or make necessary alterations to prevent deterioration of the aesthetic or functional integrity of items it is required to maintain, repair, and replace; or

10.2.3 The Association fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

10.3 Once this Agreement has been terminated , the City will perform maintenance only as consistent with the level of maintenance of other such City improvements, if any.

11. **ASSIGNMENT**. The Association shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the Association, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the Association's rights in this Agreement.

12. **MISCELLANEOUS PROVISIONS.**

12.1 Laws Observance. The Association shall not do, nor suffer to be done, anything on the Parkland during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

12.2 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

12.3 Severability. In case any one or more of the provisions contained in this Agreement 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 thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the Association at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

12.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

12.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

12.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the Party for which he or she is acting.

12.8 Entire Agreement. This Agreement and any attached exhibits contain the final and entire agreement between the Parties hereto and contain all of the terms

and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Parkland, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

THE ASSOCIATION:
Bluffview Master Community, Inc., a Texas nonprofit corporation

By: _____
Name: _____
Title: _____
Address for Notice: 1221 S. Mopac Expressway, Suite 200, Austin, Texas 78746

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2026 by _____, President of the Bluffview Master Community, Inc., a Texas non-profit corporation on behalf of said corporation.

_____
NOTARY PUBLIC STATE OF TEXAS

THE CITY:

City of Georgetown, Texas, a home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule municipality, on behalf of the City of Georgetown, Texas.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGEMENT OF DEVELOPER

By the signature of its duly authorized representative appearing below, LAMY 2243, Ltd., a Texas limited partnership, acknowledges its obligations under Section 7.07 "Maintenance Agreement, set forth in that certain "Development and Authorized Improvements Agreement," dated to be effective on May 9, 2023, between A.C. Weir Properties, Ltd., a Texas limited partnership, LAMY 2243, Ltd. (as "Developer") and the City of Georgetown, Texas.

LAMY 2243, LTD.,
a Texas limited partnership

By: Bluffview 2021 GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2026, by _____, _____ of Bluffview 2021 GP, LLC, a Texas limited liability company, as General Partner of LAMY 2243, LTD., a Texas limited partnership, on behalf of said entities.

(SEAL)

_____
Notary Public, State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GEORGETOWN, TEXAS, APPROVING A "MAINTENANCE AGREEMENT" BETWEEN THE CITY AND BLUFFVIEW MASTER COMMUNITY, INC., RELATING TO MAINTENANCE OF CERTAIN AREAS AND IMPROVEMENTS WITHIN THE BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT, MAKING RELATED FINDINGS AND DETERMINATIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bluffview Subdivision is a subdivision and public improvement district within the City of Georgetown's corporate limits known as the Bluffview Public Improvement District (the "District"), authorized by Resolution No. 032222-AA passed and approved by the Georgetown City Council on March 22, 2022 and which became effective with the recordation of same in the Official Public Records of Williamson County, Texas as Document No. 2022037258, containing approximately 68.080 contiguous acres (the "Property") and having single-family and multi-family residential units; and

WHEREAS, the City, Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), and (for limited purposes) A.C. Weir Properties, Ltd., a Texas limited partnership for entered into that certain "Development and Authorized Improvements Agreement" between the City dated effective May 9, 2023, (the "Development Agreement") and recorded under Document No. 2023038101 of the Official Public Records of Williamson County, Texas, pertaining to development of the Property; and

WHEREAS, the Development Agreement requires the formation of a property owners association to, among other things, maintain the following areas and improvements (as the terms are defined in the Development Agreement): 1) Private Open Space, 2) Pedestrian Linkages, Bluffview Drive Enhancements, 3) BNA Enhancements, 4) Southwest Bypass Screening Walls, 5) Drainage Easements, 6) all drainage, water quality, stormwater management ponds and other structures on the Developer Property, other than drainage improvements directly associated with public roadways within the District, and 7) any other Authorized Improvements located within an Enhanced Area Easement, and otherwise administer the affairs of the association in accordance with the terms of the Development Agreement and the Bluffview Master Covenant governing the development, improvement, and sale of land in the District, dated effective October 14, 2024, and recorded under Document No. 2024082252 of the Official Public Records of Williamson County, Texas; and

WHEREAS, as required by the Development Agreement, on May 22, 2024 the Developer caused the formation of the Bluffview Master Community, Inc., a nonprofit corporation and property owners association (the "Association") to, among other things, perform the maintenance responsibilities described in the Development Agreement; and

WHEREAS, the Association has the authority to levy Association Assessments against the Lots within the District to provide a permanent source of funding for the Association to pay for performing its responsibilities under this Agreement; and

WHEREAS, the Maintenance Agreement between the City and the Association that is attached as **Attachment 1** to this Resolution describes the Association's duties and responsibilities regarding the areas and improvements it is charged with maintaining per the terms of the Development Agreement.

NOW, THEREFORE, the City Council desires to approve the Maintenance Agreement attached as **Attachment 1** in accordance with the requirements of the Development Agreement:

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

1. The meeting at which this Resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
2. The City Council hereby finds that the foregoing recitals are true and correct, and the recitals are hereby incorporated into this Resolution by reference for all purposes as set forth in full.
3. The Maintenance Agreement in substantially the form attached as **Attachment 1** to this Resolution is approved by the City Council and incorporated into this Resolution for all purposes.
4. If any provision of this Resolution or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.
5. The Mayor is authorized to sign this Resolution and the Maintenance Agreement in substantially the form attached hereto as **Attachment 1**, and the City Secretary is authorized to attest.

6. This Resolution and the Maintenance Agreement will become effective in accordance with the terms and conditions stated in the City Charter.

Attachment List:
Attachment 1 Maintenance Agreement

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

ATTEST:

By:_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:

Resolution - Transfer of a Portion of Georgetown Retail Water Certificate of Convenience and Necessity to the City of Killeen

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement regarding retail water certificate of convenience and necessity service area transfer; authorizing the City Attorney to file a joint petition with the Public Utility Commission of Texas seeking approval of the transfer -- Caroline Stewart, Strategic Projects Manager

ITEM SUMMARY:

Downsizing of Georgetown's water CCN area was discussed in a City Council Workshop on August 26, 2025. Before the workshop, City staff reached out to neighboring cities to ascertain their interest in acquiring portions of Georgetown's retail water CCN that were in their city limits, extraterritorial jurisdiction, or otherwise serviceable by them. In response to that outreach effort, the City of Killeen requested transfer of an 8,699 (+/-) acre area situated in the City of Killeen's ETJ (the "Transfer Area"). The Transfer Area is a small portion of the area described as "Area 1" in the August 26, 2025 City Council Workshop presentation. The City of Killeen desires to be the retail water utility provider for Transfer Area and has represented that it has the capacity and infrastructure to do so. Georgetown has no existing customers or water infrastructure in the Transfer Area, and no water infrastructure nearby. Staff returned to City Council on September 23 to discuss the transfer in more detail, and City Council supported the transfer. Georgetown has prepared the 13.248 Agreement, Petition to the PUC, and other documents attached to this Resolution and is in support of the transfer.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
RES - Transfer of Water CCN to Killeen (10.20.2025).pdf
Attachment 1 - Transfer Agreement.pdf
Detailed Map.pdf
General Location Map.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING THE "TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER," AUTHORIZING THE CITY ATTORNEY TO FILE A JOINT PETITION WITH THE PUBLIC UTILITY COMMISSION OF TEXAS SEEKING APPROVAL OF THE TRANSFER; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS CONSIDERED WAS NOTICED AND HELD IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; MAKING RELATED FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas ("Killeen") has requested the City of Georgetown, Texas ("Georgetown") to transfer an approximately 8,669 acre tract of land situated in Killeen's extraterritorial jurisdiction (the "Transfer Tract") out of Georgetown's Retail Water Certificate of Convenience and Necessity ("CCN") No. 12369 into Killeen's Retail Water CCN No. 10041 enabling Killeen to provide retail water service to the Transfer Tract.

WHEREAS, Georgetown has no customers in or facilities in or serving the Transfer Tract, and Killeen desires to be the utility provider to the area.

WHEREAS, the Georgetown City Council was briefed on this matter at an August 26, 2025 Workshop and again at a September 23, 2025 Workshop, both times expressing support for the transfer.

WHEREAS, the Georgetown staff has evaluated the request and has no objection.

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

Section 1: The City Council of the City of Georgetown, Texas ("City Council") does hereby find that the foregoing Recitals are true and correct and adopts the Recitals by this reference into this resolution for all purposes.

Section 2: The City Council does hereby approve the "TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER," ("Transfer Area Agreement") attached to this Resolution as ***ATTACHMENT 1***, and authorizes the Mayor to sign and the City Secretary to attest.

Section 3: The City Council does hereby authorize the City Attorney to file with the Public Utility Commission of Texas a joint petition (together with the City of Killeen) requesting approval of the Transfer Area Agreement attached as ATTACHMENT 1 and transfer of the Transfer Area out of Georgetown's retail water CCN and into Killeen's retail water CCN, and to take all other actions necessary to secure PUC approval of transfer of retail water CCN service area from Georgetown to Killeen.

Section 4: All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 5. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6: The City Council hereby finds and determines that the meeting at which this resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Section 7: The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect upon its passage.

Attachment 1: Transfer Area Agreement (including attachments)

PASSED AND APPROVED on the _____ day of _____, 2026.

ATTEST:

BY_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

BY_____
Josh Schoeder, Mayor

APPROVED AS TO FORM:

BY: _____
Skye Masson, City Attorney
City Attorney

TEXAS WATER CODE SECTION 13.248 and
16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT
REGARDING
RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER

This TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER (this "**Agreement**") is made to be effective on the latest date accompanying the signature lines below (the "**Effective Date**"), and is by and between CITY OF GEORGETOWN, TEXAS ("**Georgetown**"), a home rule municipality organized and existing under the laws of the State of Texas, and CITY OF KILLEEN, TEXAS ("**Killeen**"), a home rule municipality existing under the laws of the State of Texas (individually a "**Party**," collectively, the "**Parties**"), in connection with the boundary lines of the Certificates of Convenience and Necessity ("**CCNs**") held by Georgetown and Killeen for the provision of retail water services to users pursuant to the Texas Water Code.

RECITALS

WHEREAS, Georgetown is a municipal "retail public utility" and is the holder of retail water Certificate of Convenience and Necessity Number 12369 ("**Georgetown CCN**"), authorizing Georgetown to provide retail water service to certain areas in Williamson, Burnet, and Bell Counties; and

WHEREAS, Killeen is a municipal "retail public utility" and is the holder of retail water CCN Number 10041 ("**Killeen CCN**"), authorizing Killeen to provide retail water service to certain areas in Bell County; and

WHEREAS, Killeen desires to become the sole retail water service provider to the property within the approximately 8,669-acre area shown on the maps attached as **Exhibit A** and incorporated herein by this reference (the "**Transfer Area**"); and

WHEREAS, as of the Effective Date, Georgetown has no retail water customers in the Transfer Area, nor does Georgetown have any retail water infrastructure facilities in or near the Transfer Area; and

WHEREAS, because there are no customers in the Transfer Area as of the Effective Date, there will be no rate change associated with this Agreement; and

WHEREAS, the Georgetown City Council and the Killeen City Council each considered and approved this Agreement at meetings conducted in compliance with the Texas Open Meetings Act; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The recitals herein set forth above are incorporated into the Agreement for all purposes and are found to be true and correct.

2. **Exclusive Agreement**. This Agreement is an exclusive, one-time Agreement between Georgetown and Killeen and the intent of the Agreement is to commence the regulatory process to transfer a portion of the Georgetown CCN to the Killeen CCN for Killeen to provide retail water service to customers in the Transfer Area for the Consideration.

3. **Transfer of the Transfer Area**. In accordance with Section 13.248 of the Texas Water Code ("**TWC**") and with 16 Texas Administrative Code ("**TAC**") Section 24.253, but at all times subject to the terms and conditions of this Agreement and approval of the Public Utility Commission of Texas (the "**PUC**"), Georgetown hereby agrees to the reduction and modification of the boundaries of the Georgetown CCN to transfer or cancel the Transfer Area portion of the Georgetown CCN shown in **Exhibit A**. In accordance with TWC § 13.248 and 16 TAC § 13.253, but at all times subject to the terms and conditions of this Agreement and the approval of the PUC, Killeen hereby agrees to the expansion and modification of the boundaries of the Killeen CCN to include the Transfer Area shown in **Exhibit A**. Other than the transfer of the Transfer Area from the Georgetown CCN to the Killeen CCN, no other changes to the Georgetown CCN or the Killeen CCN shall result from this Agreement.

4. **Sale, Transfer, Merger Application or Petition**. Killeen and Georgetown agree to take all necessary steps to prepare, file, and advance an application or petition at the PUC to sell, transfer and merge the Transfer Area from the Georgetown CCN to the Killeen CCN (the "**Joint STM Application/Petition**") prepared in compliance with Texas Water Code §§ 13.242(a), 13.301 and 16 Tex. Admin Code §§ 24.225(a), 24.239, 24.253, and any other applicable laws, rules or policies and obtain all other necessary regulatory approvals, if any. Killeen shall take the lead on preparing, filing, and advancing the Joint STM Application/Petition, which must be approved by Georgetown prior to filing. Georgetown will cooperate with Killeen regarding the preparation and filing of the Joint STM Application/Petition, subject to Killeen's obligation to reimburse Georgetown when and as required by **Section 1.05** of this Agreement. Within thirty (30) days after the Effective Date of this Agreement, Killeen shall file the Joint STM Application/Petition with the PUC. If the Joint STM Application/Petition is contested, then: (a) if Killeen and Georgetown mutually agree to pursue approval of the Joint STM Application/Petition by participating in the administrative hearing process, Killeen shall take the lead in the litigation and Georgetown will cooperate with Killeen in pursuing approval of the Joint STM Application/Petition and Killeen expressly agrees to pay all litigation costs and expenses, including all reasonable litigation costs and expenses incurred by Georgetown, but neither Party is authorized to enter into any settlement agreement or agreed order, amend the Joint STM Application/Petition, or alter the Transfer Area without the written consent of the other Party; or (b) if one Party provides Notice to the other Party of its desire to withdraw the Joint STM Application/Petition (the "**Termination Notice**") rather than participate in the administrative hearing process, this Agreement will be deemed terminated effective on the date that the Termination Notice was received, except that Killeen's obligation to pay Georgetown as and when required by **Section 5** of this Agreement shall survive termination. If on its own motion or after a contested case hearing the PUC does not issue an order approving the Joint STM Application/Petition,

Killeen may, at its sole option, cost and expense, appeal the PUC determination or terminate this Agreement. Notwithstanding anything in this Section to the contrary, Killeen's obligation to reimburse Georgetown for fees, costs and expenses associated with the Joint STM Application/Petition shall survive termination.

5. **Reimbursement of Georgetown's Direct Costs**. Killeen agrees that Georgetown shall not be required to incur any costs associated with efforts to transfer the Transfer Area from the Georgetown CCN to the Killeen CCN. As partial compensation for Georgetown's consent to transfer the Transfer Area from Georgetown's CCN to Killeen's CCN, Killeen agrees to reimburse Georgetown for all fees, costs and expenses incurred by Georgetown related to negotiating and drafting of this Agreement, the Joint STM Application/Petition, and any other related or required submittals and obtaining PUC approval of same including, without limitation, staff time billed at the rate of $40.00 per hour, reasonable attorney's fees, mapping services, and any other reasonable professional, administrative, or technical fees, costs and expenses related to same ("**Georgetown's Direct Costs**"). On or before the close of business on the day that is 45 calendar days after receipt by Killeen of a statement or invoice for Georgetown's Direct Costs (the "**Cost Reimbursement Due Date**") Killeen shall pay Georgetown the amount invoiced in readily available funds received via bank wire. Killeen shall contact Georgetown to obtain bank wiring instructions at least seven (7) business days before the Cost Reimbursement Due Date. Invoices or statements for Georgetown's Direct Costs will be sent by Georgetown to Killeen on a monthly or other semi-regular basis as work progresses and continue until the transaction contemplated by this Agreement are completed.

6. **Statutory Compensation Analysis**. The Parties acknowledge receipt of a compensation analysis dated February 4, 2026 prepared by NewGen Strategies & Solutions, 275 W. Campbell Road, Suite 440, Richardson, TX 75080, relating to the value of the Transfer Area calculated using the factors set forth in TWC § 13.254(g) and finding that no additional consideration is due for the decertification of the Transfer Area other than payment by Killeen of Georgetown's Direct Costs: $5,804.67.

7. **Killeen's Obligation to Serve**. Upon PUC approval of the transfer of the Transfer Area to the Killeen CCN, Killeen shall be responsible for providing retail water service to the Transfer Area under such terms and conditions as are allowed under the Killeen CCN and any applicable governmental statutes and regulations.

8. **No Georgetown Obligation to Serve**. Upon PUC approval of the revisions to its CCN boundary removing the Transfer Area from the Georgetown CCN, Georgetown shall have no obligation to provide retail water service to the Transfer Area.

9. **Notice**. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one Party to another by this Agreement shall be given in writing, specifically refer to this Agreement, be addressed to the Party to be notified at the addresses set forth below for such Party, and be delivered by both email and one of the following three non-electronic forms of delivery:: (i) delivering the Notice in person, (ii) depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) depositing the Notice with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified. Notice delivered by email shall be deemed received when sent, unless

the sender receives a machine-generated message that delivery has failed. If the sender does receive a machine-generated message that delivery has failed, the sender must telephone the intended recipient at the phone number given below, obtain the correct email address, and re-send the Notice to the correct address. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as reflected by a written receipt or confirmation. For the purposes of notice, the addresses of the Parties, until changed as provided in **Section 2.02**of this Agreement, shall be as follows:

Georgetown:
City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Manager
ms@georgetowntexas.gov
Phone:

With required copy to:
City of Georgetown
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Attorney
legalgroup@georgetowntexas.gov
Phone:

Killeen:
City of Killeen
101 N. College Street
Killeen, TX 76541
Attention: City Manager
kcagle@killeentexas.gov
Phone:

With required copy to:
City of Killeen
101 N. College Street
Killeen, TX 76541
Attention: City Attorney
hclements@killeentexas.gov
Phone:

10. **Change of Address for Notice.** A Party may change its address for Notice by giving Notice of such change to the other Party in the same manner as described in **Section 9** of this Agreement.

11. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

12. **Severability**. In the event one or more of the provisions contained in this Agreement 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, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **Unintended Omission**. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision in this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

14. **Limitation of Liability**. In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Agreement.

15. **Effect of State and Federal Laws**. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

16. **Amendment**. This Agreement shall not be amended except by written instrument signed by all Parties to this Agreement.

17. **Time**. Time is of the essence in all things pertaining to the performance of this Agreement.

18. **Authority for Execution**. Georgetown hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Killeen hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Information pertaining to public notice per 16 TAC§ 24.253(c)(2) and (3) is attached hereto under **Exhibit B**, incorporated herein by this reference, consisting of a copy of the meeting agendas and minutes for the meetings during which this Agreement was discussed and affidavits attesting to the date of those meetings.

19. **Foreign Terrorist Organizations**. Georgetown represents and certifies that, at the time of execution of this Agreement neither Georgetown, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas

Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Killeen represents and certifies that, at the time of execution of this Agreement neither Killeen, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

20. **Prohibition Against Boycotting Israel**. As required by Chapter 2270, Texas Government Code, Killeen hereby verifies that Killeen does not boycott Israel and will not boycott Israel through the term of this Agreement, and Georgetown hereby verifies that Georgetown does not boycott Israel and will not boycott Israel through the terms of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
21. **Entire Agreement.** This Agreement and the attached Exhibits, which are incorporated into this Agreement by reference, reflects the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in the connection herewith.
22. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.
23. **Assignment**. This Agreement may not be assigned by any Party, except by the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties approved and executed this Agreement to be effective on the Effective Date.

CITY OF GEORGETOWN, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____day of _____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City of Georgetown, Texas.

(seal)

_____
Notary Public State of Texas

CITY OF KILLEEN, TEXAS
a Texas Home Rule Municipal Corporation

By:_____
Kent Cagle, City Manager

ATTEST:

_____
Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

_____
Holli Clements, City Attorney

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____day of _____, 2026 by Kent Cagle, City Manager of the City of Killeen, Texas, a home-rule city, on behalf of the City of Killeen, Texas.

(seal)

_____
Notary Public State of Texas

EXHIBIT A
TRANSFER AREA MAPS

EXHIBIT B
PROOF OF NOTICES

Index:

1. Affidavit, and Certified Agenda and Minutes of City Council Meeting, City of Georgetown

2. Affidavit, and Certified Agenda and Minutes of City Council Meeting, City of Killeen

DIVIDER SHEET

AFFIDAVIT OF CHELSEA SOLOMON
(City of Georgetown, Texas)

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

On this day, Chelsea Solomon appeared before me, the undersigned notary public, and after I administered an oath to her, upon her oath, she said:

1. "My name is Chelsea Solomon, PE. I am the Director of Water Utilities for the City of Georgetown, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.
2. I am employed as the Director of Water Utilities for the City of Georgetown and coordinate on water utility issues directly with my colleagues at the City of Georgetown who prepare and post notices of City Council Agendas at least 72 hours prior to City Council meetings in accordance with the Texas Open Meetings Act.
3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Georgetown's joint petition with City of Killeen filed under Section 13.248 of the Texas Water Code requesting approval of the Parties' Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement), which became effective on _____, 2026.
4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent. Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above- referenced CCN Transfer Agreement.
5. By this affidavit, I am attesting to the date that the City of Georgetown notice was provided and am attaching a copy of that notice-specifically, the City of Georgetown City Council's publicly noticed agenda for its meeting held on _____, 2026, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.
6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of the original records and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Georgetown to make and/or maintain these types of records, or to incorporate into City of Georgetown's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Georgetown for these types of records to be made by, or from information transmitted by, persons with knowledge

of the matter set forth in them, or to incorporate those documents into the City of Georgetown's records. It is the regular practice of the City of Georgetown to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area."

By:_____
Chelsea Solomon

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____, 2026 by Chelsea Solomon, Director of Water Utilities, City of Georgetown, Texas.

(seal)

_____
Notary Public State of Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, am the legal custodian of the City's files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Georgetown, Texas' instruments and records as those instruments and records are filed in the official records of the City of Georgetown, Texas, specifically consisting of the certified agenda for the City of Georgetown, Texas City Council meeting held on _____, 2026 beginning at 6:00 P.M. and the signed and approved minutes of that meeting.

By:_____
Robyn Densmore, City Secretary
City of Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____ _____, 2026 by Robyn Densmore, City Secretary, City of Georgetown, Texas.

(seal)

_____
Notary Public, State of Texas

[INSERT GEORGETOWN CITY COUNCIL AGENDA AND MINUTES]

AFFIDAVIT OF STEVE KANA, P.E.
ASSISTANT CITY ENGINEER
(City of Killeen, Texas)

STATE OF TEXAS §

COUNTY OF BELL §

On this day, Steve Kana, P.E. appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

1. "My name is Steve Kana, P.E. I am the Assistant City Engineer for the City of Killeen, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.
2. I am employed as the Assistant City Engineer for the City of Killeen and coordinate on water utility issues directly with my colleagues at the City of Killeen who prepare and post notices of City Council Agendas at least 3 business days prior to City Council meetings in accordance with the Texas Open Meetings Act.
3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Killeen's joint petition with City of Georgetown filed under Section 13.248 of the Texas Water Code requesting approval of the Parties' Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement), which became effective on _____, 2026.
4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above- referenced CCN Transfer Agreement.
5. By this affidavit, I am attesting to the date that the City of Killeen notice was provided and am attaching a copy of that notice-specifically, the City of Killeen City Council's publicly noticed agenda for its meeting held on _____, 2026, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.
6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Killeen to make and/or maintain these types of records, or to incorporate into City of Killeen's records, at or near the time of each act, event, condition, or opinion set forth in the records, or

reasonably sooner thereafter. It is the regular practice of the City of Killeen for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Killeen's records. It is the regular practice of the City of Killeen to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area."

By:_____
Steve Kana, P.E.
Assistant City Engineer

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was sworn to and acknowledged before me on _____, 2026 by Steve Kana, P.E., Assistant City Engineer for the City of Killeen, Texas.

(seal)

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BELL §

I, Laura Calcote, City Secretary for the City of Killeen, Texas, am the legal custodian of the City's files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Killeen, Texas' instruments and records as those instruments and records are filed in the official records of the City of Killeen, Texas, specifically consisting of the certified agenda for the City of Killeen, Texas City Council meeting held on _____, 2026 beginning at _____ P.M. and the signed and approved minutes of that meeting.

By:_____
Laura J. Calcote, City Secretary
City of Killeen, Texas

STATE OF TEXAS §

COUNTY OF BELL §

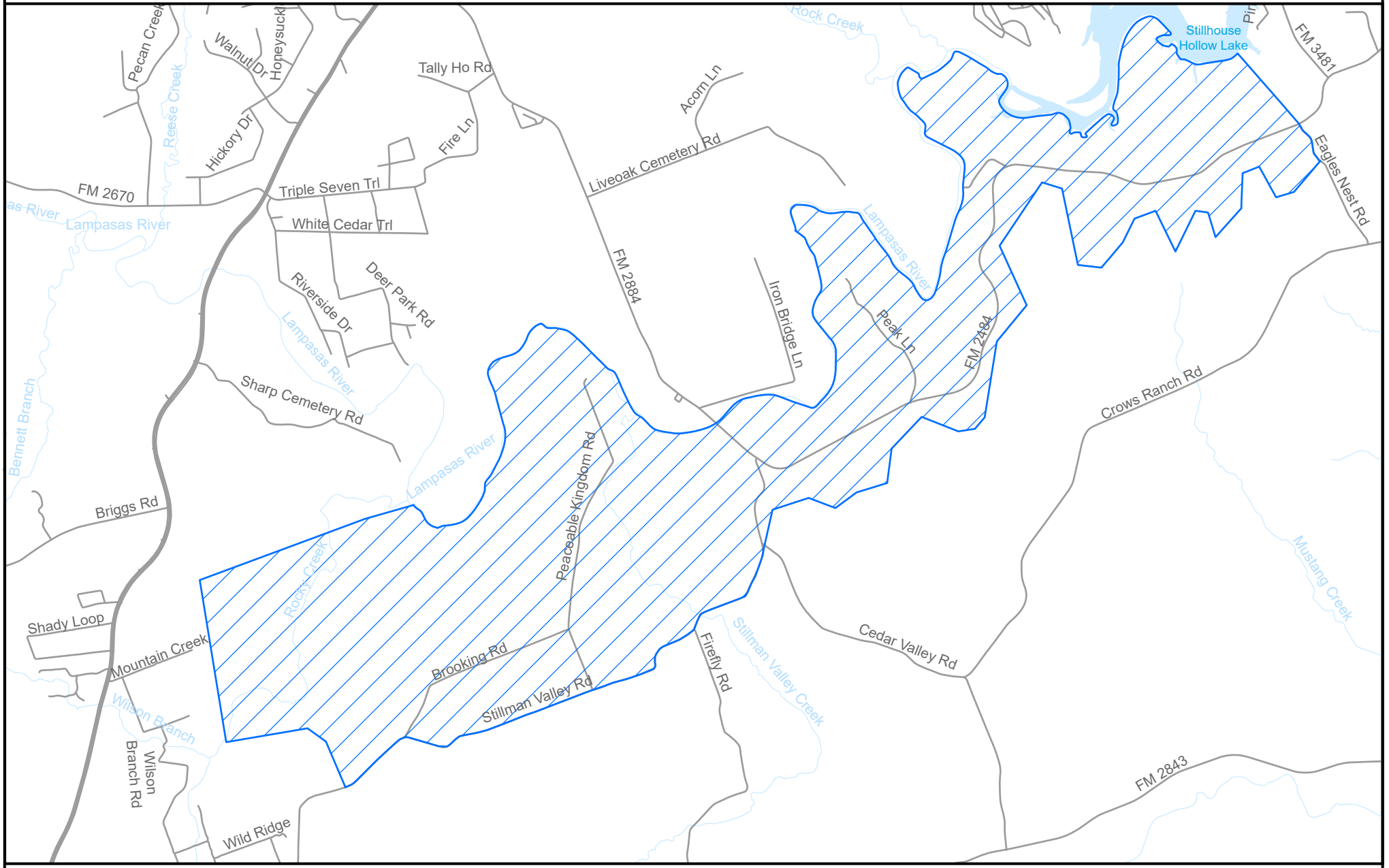
This instrument was sworn to and acknowledged before me on _____, 2026 by Laura J. Calcote, City Secretary, City of Killeen, Texas.

(seal)

_____
Notary Public, State of Texas

[INSERT KILLEEN CITY COUNCIL AGENDA AND MINUTES]

13.248 Petition to Amend City of Georgetown (CCN No. 12369) and City of Killeen (CCN No. 10041) in Bell County



Detailed Map

Legend

Requested Area to Transfer CCN No. 12369 to CCN No. 10041

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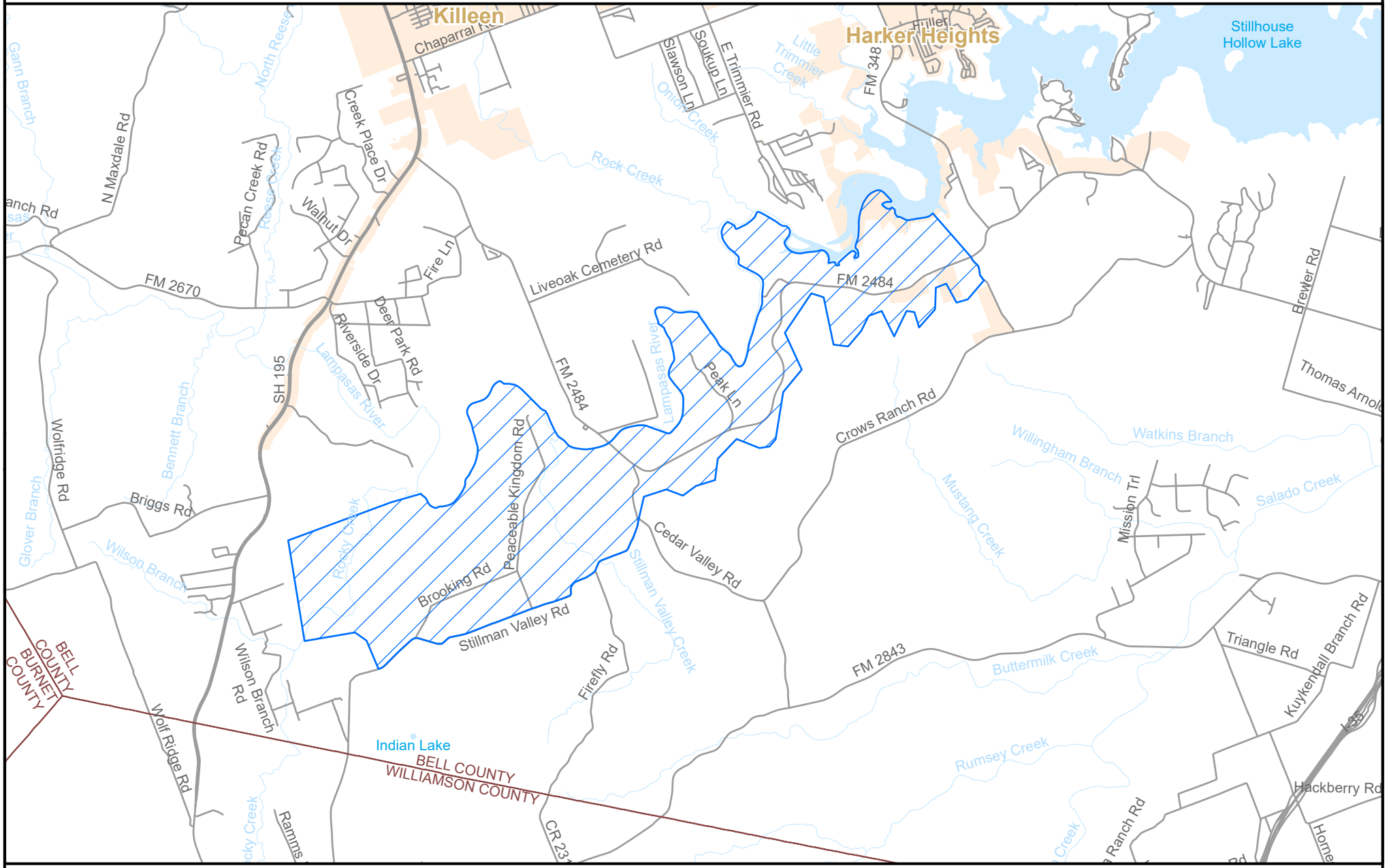
N

ıted by: Suzanne Burt
Created: October 16, 2025

207

13.248 Petition to Amend City of Georgetown (CCN No. 12369) and City of Killeen (CCN No. 10041) in Bell County



General Location Map

Legend

Requested Area to Transfer CCN No. 12369 to CCN No. 10041

N

Feet 0 4,250 8,500

208

ıted by: Suzanne Burt
Created: October 16, 2025

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - Transfer of a Portion of Georgetown Retail Water Certificate of Convenience and Necessity to the City of Jarrell

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving the Texas Water Code Section 13.248 and 16 Texas Administrative Code Section 24.253 Agreement regarding retail water certificate of convenience and necessity service area transfer -- Caroline Stewart, Strategic Projects Manager

ITEM SUMMARY:

Downsizing of Georgetown's water CCN area was discussed in City Council Workshops on August 26, 2025 and September 23, 2025. Following Council's direction, City staff reached out to neighboring cities to ascertain their interest in acquiring portions of Georgetown's retail water CCN that were in their city limits, extraterritorial jurisdiction, or otherwise serviceable by them. In response to that outreach effort, the City of Jarrell requested transfer of a 1,285.23- (+/-) acre area situated in the City of Jarrell's ETJ (the "Transfer Area"). The Transfer Area is a portion of the area described as "Area 4" in the August 26, 2025 City Council Workshop presentation. The City of Jarrell desires to be the retail water utility provider for Transfer Area and has represented that it has the capacity and infrastructure to do so. Georgetown has no existing customers or water infrastructure in the Transfer Area, and no retail water supply infrastructure nearby. Feedback given to staff at the August 26, 2025 workshop and September 23, 2025 was that the City Council supported the transfer. Georgetown has prepared the 13.248 "TEXAS WATER CODE SECTION 13.248 and 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER," Petition to the PUC requesting approval of the Agreement, and other documents attached to this Resolution and is in support of the transfer.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
RES - Transfer of Area 4 from GT CCN to Jarrell CCN.pdf
Georgetown to Jarrell Detailed Map.pdf
Gerogetown to Jarrell General Location Map.pdf
Attachment 1 - Agreement.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING THE "TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER," AUTHORIZING THE CITY ATTORNEY TO FILE A JOINT PETITION WITH THE PUBLIC UTILITY COMMISSION OF TEXAS SEEKING APPROVAL OF THE TRANSFER; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS CONSIDERED WAS NOTICED AND HELD IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; MAKING RELATED FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Jarrell, Texas ("Jarrell") has requested the City of Georgetown, Texas ("Georgetown") to transfer a 1,285.23- (+/-) acre tract of land situated in Jarrell's extraterritorial jurisdiction (the "Transfer Tract") out of Georgetown's Retail Water Certificate of Convenience and Necessity ("CCN") No. 12369 into Jarrell's Retail Water CCN No. 13214 enabling Jarrell to provide retail water service to the Transfer Tract.

WHEREAS, there are no Georgetown customers and no Georgetown water infrastructure in or near the Transfer Tract.

WHEREAS, the Transfer Area is a portion of the area described as "Area 4" in the August 26, 2025 City Council Workshop presentation.

WHEREAS, feedback given to City staff at the August 26, 2025 and September 23, 2025 workshops was that the City Council would support the transfer.

WHEREAS, the Georgetown staff has evaluated the request and has no objection.

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

Section 1: The City Council of the City of Georgetown, Texas ("City Council") does hereby find that the foregoing Recitals are true and correct and adopts the Recitals by this reference into this resolution for all purposes.

Section 2: The City Council does hereby approve the "TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER," ("Transfer Area Agreement") attached to this Resolution as ***ATTACHMENT 1***, and authorizes the Mayor to sign and the City Secretary to attest.

Section 3: The City Council does hereby authorize the City Attorney to file with the Public Utility Commission of Texas a joint petition (together with the City of Jarrell) requesting approval of the Transfer Area Agreement attached as ATTACHMENT 1 and transfer of the Transfer Area out of Georgetown's retail water CCN and into Jarrell's retail water CCN, and to take all other actions necessary to secure PUC approval of transfer of retail water CCN service area from Georgetown to Jarrell.

Section 4: All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 5. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6: The City Council hereby finds and determines that the meeting at which this resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Section 7: The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect upon its passage.

Attachment 1: Transfer Area Agreement (including attachments)

PASSED AND APPROVED on the _____ day of _____, 2026.

ATTEST:

BY_____
Robyn Densmore, City Secretary

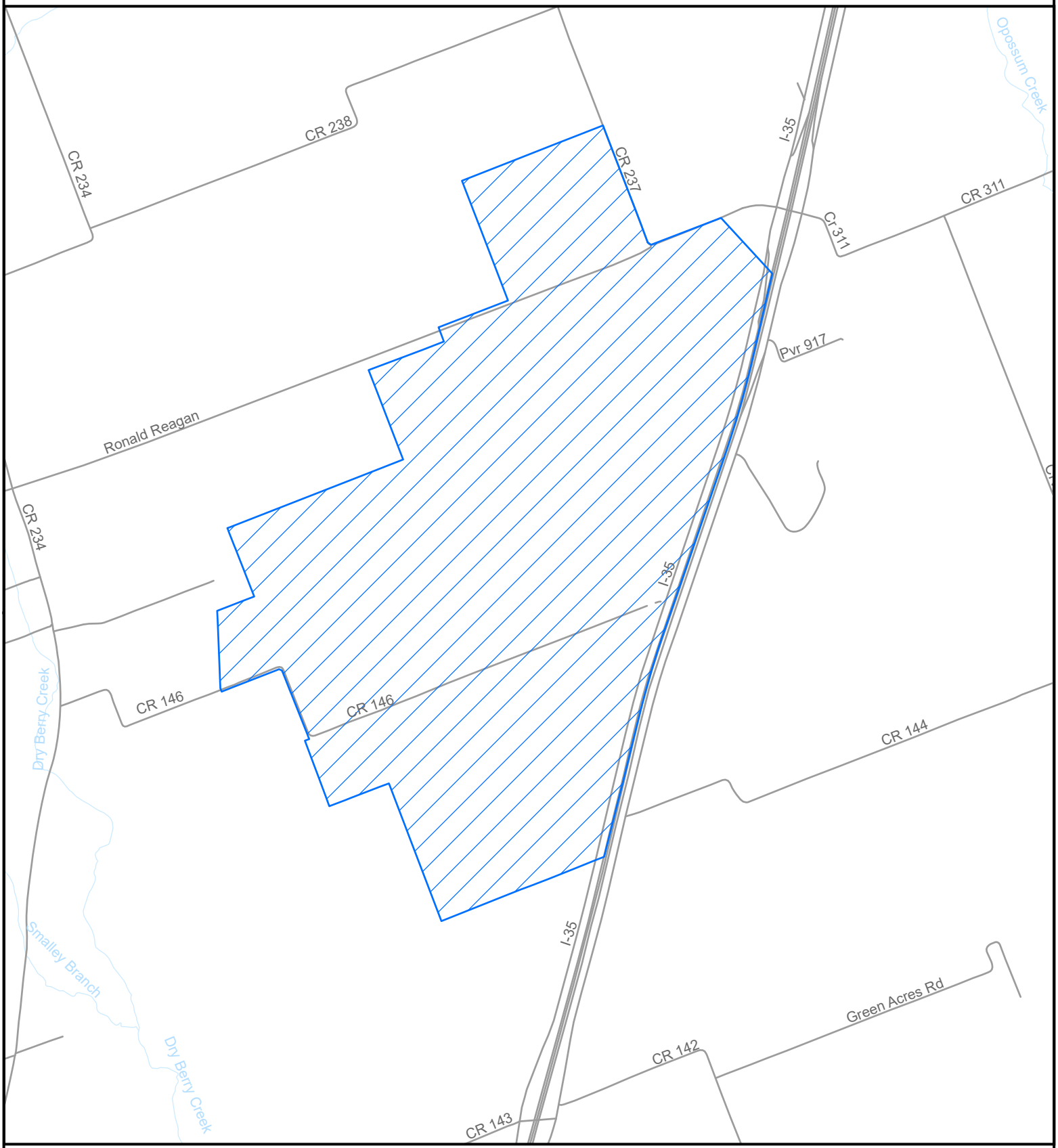
CITY OF GEORGETOWN, TEXAS

BY_____
Josh Schoeder, Mayor

APPROVED AS TO FORM:

BY: _____
Skye Masson, City Attorney
City Attorney

13.248 Petition to Amend City of Georgetown (CCN No. 12369) and City of Jarrell (CCN No. 13214) in Williamson County



Detailed Map

Legend

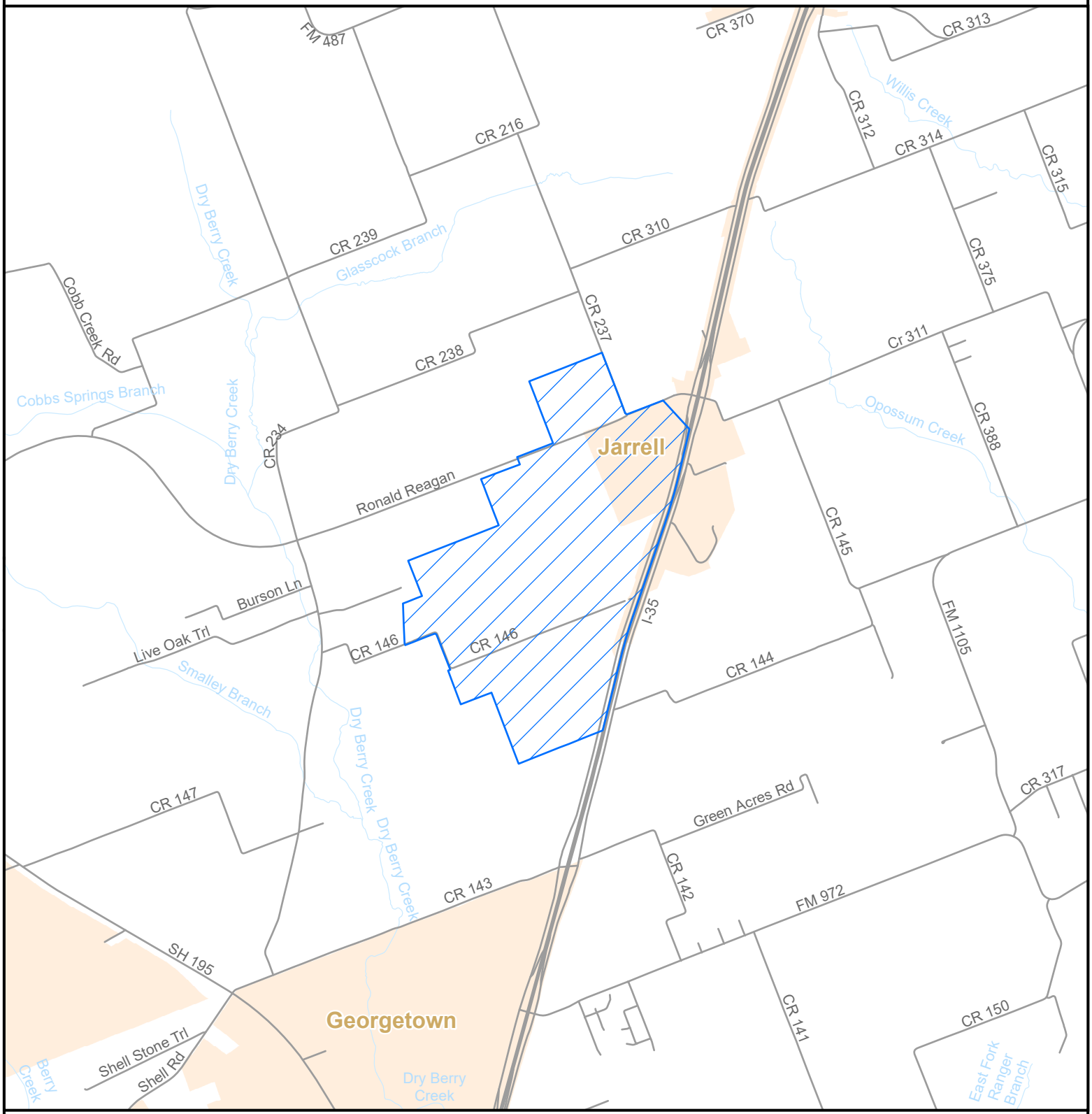
Requested Area to Transfer CCN No. 12369 to CCN No.10041

N

Created by: Suzanne Burt
Date Created: November 18,2025

Feet 0 1,000 2,000

13.248 Petition to Amend City of Georgetown (CCN No. 12369) and City of Jarrell (CCN No. 13214) in Williamson County



General Location Map

Legend

Requested Area to Transfer CCN No. 12369 to CCN No. 13214

N

Created by: Suzanne Burt
Date Created: November 18, 2025

Feet 0 2,000 4,000

TEXAS WATER CODE SECTION 13.248 and
16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT
REGARDING
RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER

This TEXAS WATER CODE SECTION 13.248 AND 16 TEXAS ADMINISTRATIVE CODE SECTION 24.253 AGREEMENT REGARDING RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER (this "**Agreement**") is made to be effective on the latest date accompanying the signature lines below (the "**Effective Date**"), and is by and between CITY OF GEORGETOWN, TEXAS ("**Georgetown**"), a home rule municipality organized and existing under the laws of the State of Texas, and CITY OF JARRELL, TEXAS ("**Jarrell**"), a type A general law municipality existing under the laws of the State of Texas (individually a "**Party**," collectively, the "**Parties**"), in connection with the boundary lines of the Certificates of Convenience and Necessity ("**CCNs**") held by Georgetown and Jarrell for the provision of retail water services to users pursuant to the Texas Water Code.

RECITALS

WHEREAS, Georgetown is a municipal "retail public utility" and is the holder of retail water Certificate of Convenience and Necessity Number 12369 ("**Georgetown CCN**"), authorizing Georgetown to provide retail water service to certain areas in Williamson, Burnet, and Bell Counties; and

WHEREAS, Jarrell is a municipal "retail public utility" and is the holder of retail water CCN Number 13214 ("**Jarrell CCN**"), authorizing Jarrell to provide retail water service to certain areas in Williamson County; and

WHEREAS, Jarrell desires to become the sole retail water service provider to the property within the approximately 1,285.23-acre area shown on the maps attached as **Exhibit A** and incorporated herein by this reference (the "**Transfer Area**"); and

WHEREAS, as of the Effective Date, Georgetown has no retail water customers in the Transfer Area, nor does Georgetown have any retail water infrastructure facilities in or near the Transfer Area; and

WHEREAS, because there are no customers in the Transfer Area as of the Effective Date, there will be no rate change associated with this Agreement; and

WHEREAS, the Georgetown City Council and the Jarrell City Council each considered and approved this Agreement at meetings conducted in compliance with the Texas Open Meetings Act; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The recitals herein set forth above are incorporated into the Agreement for all purposes and are found to be true and correct.

2. **Exclusive Agreement**. This Agreement is an exclusive, one-time Agreement between Georgetown and Jarrell and the intent of the Agreement is to commence the regulatory process to transfer a portion of the Georgetown CCN to the Jarrell CCN for Jarrell to provide retail water service to customers in the Transfer Area for the Consideration.

3. **Transfer of the Transfer Area**. In accordance with Section 13.248 of the Texas Water Code ("**TWC**") and with 16 Texas Administrative Code ("**TAC**") Section 24.253, but at all times subject to the terms and conditions of this Agreement and approval of the Public Utility Commission of Texas (the "**PUC**"), Georgetown hereby agrees to the reduction and modification of the boundaries of the Georgetown CCN to transfer or cancel the Transfer Area portion of the Georgetown CCN shown in **Exhibit A**. In accordance with TWC § 13.248 and 16 TAC § 13.253, but at all times subject to the terms and conditions of this Agreement and the approval of the PUC, Jarrell hereby agrees to the expansion and modification of the boundaries of the Jarrell CCN to include the Transfer Area shown in **Exhibit A**. Other than the transfer of the Transfer Area from the Georgetown CCN to the Jarrell CCN, no other changes to the Georgetown CCN or the Jarrell CCN shall result from this Agreement.

4. **Sale, Transfer, Merger Application or Petition**. Jarrell and Georgetown agree to take all necessary steps to prepare, file, and advance an application or petition at the PUC to sell, transfer and merge the Transfer Area from the Georgetown CCN to the Jarrell CCN (the "**Joint STM Application/Petition**") prepared in compliance with Texas Water Code §§ 13.242(a), 13.301 and 16 Tex. Admin Code §§ 24.225(a), 24.239, 24.253, and any other applicable laws, rules or policies and obtain all other necessary regulatory approvals, if any. Jarrell shall take the lead on preparing, filing, and advancing the Joint STM Application/Petition, which must be approved by Georgetown prior to filing. Georgetown will cooperate with Jarrell regarding the preparation and filing of the Joint STM Application/Petition, subject to Jarrell's obligation to reimburse Georgetown when and as required by **Section 1.05** of this Agreement. Within thirty (30) days after the Effective Date of this Agreement, Jarrell shall file the Joint STM Application/Petition with the PUC. If the Joint STM Application/Petition is contested, then: (a) if Jarrell and Georgetown mutually agree to pursue approval of the Joint STM Application/Petition by participating in the administrative hearing process, Jarrell shall take the lead in the litigation and Georgetown will cooperate with Jarrell in pursuing approval of the Joint STM Application/Petition and Jarrell expressly agrees to pay all litigation costs and expenses, including all reasonable litigation costs and expenses incurred by Georgetown, but neither Party is authorized to enter into any settlement agreement or agreed order, amend the Joint STM Application/Petition, or alter the Transfer Area without the written consent of the other Party; or (b) if one Party provides Notice to the other Party of its desire to withdraw the Joint STM Application/Petition (the "**Termination Notice**") rather than participate in the administrative hearing process, this Agreement will be deemed terminated effective on the date that the Termination Notice was received, except that Jarrell's obligation to pay Georgetown as and when required by **Section 5** of this Agreement shall survive termination. If on its own motion or after a contested case hearing the PUC does not issue an order approving the Joint STM Application/Petition, Jarrell may, at its sole option, cost and expense, appeal the PUC

determination or terminate this Agreement. Notwithstanding anything in this Section to the contrary, Jarrell's obligation to reimburse Georgetown for fees, costs and expenses associated with the Joint STM Application/Petition shall survive termination.

5. **Reimbursement of Georgetown's Direct Costs**. Jarrell agrees that Georgetown shall not be required to incur any costs associated with efforts to transfer the Transfer Area from the Georgetown CCN to the Jarrell CCN. As partial compensation for Georgetown's consent to transfer the Transfer Area from Georgetown's CCN to Jarrell's CCN, Jarrell agrees to reimburse Georgetown for all fees, costs and expenses incurred by Georgetown related to negotiating and drafting of this Agreement, the Joint STM Application/Petition, and any other related or required submittals and obtaining PUC approval of same including, without limitation, staff time billed at the rate of $40.00 per hour, reasonable attorney's fees, mapping services, and any other reasonable professional, administrative, or technical fees, costs and expenses related to same ("**Georgetown's Direct Costs**"). On or before the close of business on the day that is 45 calendar days after receipt by Jarrell of a statement or invoice for Georgetown's Direct Costs (the "**Cost Reimbursement Due Date**") Jarrell shall pay Georgetown the amount invoiced in readily available funds received via bank wire. Jarrell shall contact Georgetown to obtain bank wiring instructions at least seven (7) business days before the Cost Reimbursement Due Date. Invoices or statements for Georgetown's Direct Costs will be sent by Georgetown to Jarrell on a monthly or other semi-regular basis as work progresses and continue until the transaction contemplated by this Agreement are completed.

6. **Statutory Compensation Analysis**. The Parties acknowledge receipt of a compensation analysis dated February 4, 2026 prepared by NewGen Strategies & Solutions, 275 W. Campbell Road, Suite 440, Richardson, TX 75080, relating to the value of the Transfer Area calculated using the factors set forth in TWC § 13.254(g) and finding that no additional consideration is due for the decertification of the Transfer Area other than payment by Jarrell of Georgetown's Direct Costs: $4,360.41.

7. **Jarrell's Obligation to Serve**. Upon PUC approval of the transfer of the Transfer Area to the Jarrell CCN, Jarrell shall be responsible for providing retail water service to the Transfer Area under such terms and conditions as are allowed under the Jarrell CCN and any applicable governmental statutes and regulations.

8. **No Georgetown Obligation to Serve**. Upon PUC approval of the revisions to its CCN boundary removing the Transfer Area from the Georgetown CCN, Georgetown shall have no obligation to provide retail water service to the Transfer Area.

9. **Notice**. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one Party to another by this Agreement shall be given in writing specifically refer to this Agreement, be in writing, be delivered by email AND by one of the following three non-electronic forms addressed to the Party to be notified at the address set forth below for such Party: The allowable non-electronic forms of notice are: (i) delivering the Notice in person, (ii) depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) depositing the Notice with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified. Notice delivered by email shall be deemed received when sent, unless the sender receives a machine-generated

message that delivery has failed. If the sender does receive a machine-generated message that delivery has failed, the sender must telephone the intended recipient at the phone number given below, obtain the correct email address, and re-send the Notice to the correct address. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as reflected by a written receipt or confirmation. For the purposes of notice, the addresses of the Parties, until changed as provided in **Section 2.02**of this Agreement, shall be as follows:

Georgetown:
City of Georgetown
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Manager
ms@georgetowntexas.gov
Phone: _____

With required copy to:
City of Georgetown
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attention: City Attorney
legalgroup@georgetowntexas.gov
Phone: _____

Jarrell:
City of Jarrell
161 Town Center Blvd.
Jarrell, Texas 76537
Attention: Mayor
p.sherek@cityofjarrell.gov
Phone 512-746-4593

With required copy to:
Messer Fort, PLLC
4201 W. Parmer Ln. Ste. C-150
Austin, Texas 78727
Attention: City Attorney
art@txmunicipallaw.com Phone: 512-600-2308

10. **Change of Address for Notice.** A Party may change its address for Notice by giving Notice of such change to the other Party in the same manner as described in **Section 9** of this Agreement.
11. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder

are performable in Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

12. **Severability**. In the event one or more of the provisions contained in this Agreement 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, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **Unintended Omission**. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision in this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

14. **Limitation of Liability**. In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Agreement.

15. **Effect of State and Federal Laws**. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes or regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

16. **Amendment**. This Agreement shall not be amended except by written instrument signed by all Parties to this Agreement.

17. **Time**. Time is of the essence in all things pertaining to the performance of this Agreement.

18. **Authority for Execution**. Georgetown hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Jarrell hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Information pertaining to public notice per 16 TAC§ 24.253(c)(2) and (3) is attached hereto under **Exhibit B**, incorporated herein by this reference, consisting of a copy of the meeting agendas and minutes for the meetings during which this Agreement was discussed and affidavits attesting to the date of those meetings.

19. **Foreign Terrorist Organizations**. Georgetown represents and certifies that, at the time of execution of this Agreement neither Georgetown, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051,

807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Jarrell represents and certifies that, at the time of execution of this Agreement neither Jarrell, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

20. **Prohibition Against Boycotting Israel**. As required by Chapter 2270, Texas Government Code, Jarrell hereby verifies that Jarrell does not boycott Israel and will not boycott Israel through the term of this Agreement, and Georgetown hereby verifies that Georgetown does not boycott Israel and will not boycott Israel through the terms of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
21. **Entire Agreement.** This Agreement and the attached Exhibits, which are incorporated into this Agreement by reference, reflects the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in the connection herewith.
22. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.
23. **Assignment**. This Agreement may not be assigned by any Party, except by the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties approved and executed this Agreement to be effective on the Effective Date.

CITY OF GEORGETOWN, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____day of _____ _____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City of Georgetown, Texas.

(seal)

_____
Notary Public State of Texas

CITY OF JARRELL, TEXAS
a Texas General Law – Type A Municipal Corporation

By:_____
Patrick Sherek, Mayor

ATTEST:

_____
Dianne Peace, City Secretary

APPROVED AS TO FORM:

_____
Arturo D. Rodriguez, Jr., City Attorney

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____day of _____ _____, 2026 by Patrick Sherek, Mayor of the City of Jarrell, Texas, a General Law Type-A city, on behalf of the City of Jarrell, Texas.

(seal)

_____
Notary Public State of Texas

Exhibit Index:

Exhibit A	Transfer Area Maps
Exhibit B-1	Affidavit for City of Georgetown
Exhibit B-2	Georgetown Certified Agenda and Minutes of City Council Meeting, City of Georgetown
Exhibit C-1	Affidavit for City of Jarrell
Exhibit C-2	Jarrell Certified Agenda and Minutes of City Council Meeting, City of Jarrell

TRANSFER AREA MAPS

AFFIDAVIT OF CHELSEA SOLOMON
(City of Georgetown, Texas)

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

On this day, Chelsea Solomon appeared before me, the undersigned notary public, and after I administered an oath to her, upon her oath, she said:

1. "My name is Chelsea Solomon, PE. I am the Director of Water Utilities for the City of Georgetown, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.
2. I am employed as the Director of Water Utilities for the City of Georgetown and coordinate on water utility issues directly with my colleagues at the City of Georgetown who prepare and post notices of City Council Agendas at least 72 hours prior to City Council meetings in accordance with the Texas Open Meetings Act.
3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Georgetown's joint petition with City of Jarrell filed under Section 13.248 of the Texas Water Code requesting approval of the Parties' Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement.
4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent." Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above- referenced CCN Transfer Agreement.
5. By this affidavit, I am attesting to the date that the City of Georgetown notice was provided and am attaching a copy of that notice-specifically, the City of Georgetown City Council's publicly noticed agenda for its meeting held on _____, 2026, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.
6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of the original records and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Georgetown to make and/or maintain these types of records, or to incorporate into City of Georgetown's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Georgetown for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Georgetown's

records. It is the regular practice of the City of Georgetown to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area."

By:_____
Chelsea Solomon

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____, 2026 by Chelsea Solomon, Director of Water Utilities, City of Georgetown, Texas.

(seal)

_____
Notary Public State of Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, am the legal custodian of the City's files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Georgetown, Texas' instruments and records as those instruments and records are filed in the official records of the City of Georgetown, Texas, specifically consisting of the certified agenda for the City of Georgetown, Texas City Council meeting held on _____, 2026 beginning at 6:00 P.M. and the signed and approved minutes of that meeting.

By:_____
Robyn Densmore, City Secretary
City of Georgetown, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____ _____, 2026 by Robyn Densmore, City Secretary, City of Georgetown, Texas.

(seal)

_____
Notary Public, State of Texas

[INSERT GEORGETOWN CITY COUNCIL AGENDA AND MINUTES]

AFFIDAVIT OF STEPHAN PUSTEJOVSKY, JR.
WATER/WASTEWATER SUPERINTENDENT
(City of Jarrell, Texas)

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

On this day, Stephan Pustejovsky, Jr. appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

1. "My name is Stephan Pustejovsky, Jr. I am the Water/Wastewater Superintendent for the City of Jarrell, Texas. I am more than 21 years of age and capable of making this affidavit ("Affidavit"). I have personal knowledge of the facts stated herein, which are true and correct.
2. I am employed as the Water/Wastewater Superintendent for the City of Jarrell and coordinate on water utility issues directly with my colleagues at the City of Jarrell who prepare and post notices of City Council Agendas at least 72 hours prior to City Council meetings in accordance with the Texas Open Meetings Act.
3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of the City of Jarrell's joint petition with City of Georgetown filed under Section 13.248 of the Texas Water Code requesting approval of the Parties' Texas Water Code Section 13.248 Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (CCN Transfer Agreement).
4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent." Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above-referenced CCN Transfer Agreement.
5. By this affidavit, I am attesting to the date that the City of Jarrell notice was provided and am attaching a copy of that notice-specifically, the City of Jarrell City Council's publicly noticed agenda for its meeting held on _____, 2026, beginning at 6:00 PM as well as the minutes of that meeting showing the action taken to Approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted at least 72 hours in advance of the meeting.
6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible. These attachments are an exact duplicate of the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Jarrell to make and/or maintain these types of records, or to incorporate into City of Jarrell's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Jarrell for these types of

records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Jarrell's records. It is the regular practice of the City of Jarrell to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area."

By:_____
Stephan Pustejovky, Jr.

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was sworn to and acknowledged before me on_____, 2026 by Stephan Pustejovsky, Jr., Water/Wastewater Superintendent for the City of Jarrell, Texas.

(seal)

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

I, Dianne Peace, City Secretary for the City of Jarrell, Texas, am the legal custodian of the City's files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Jarrell, Texas' instruments and records as those instruments and records are filed in the official records of the City of Jarrell, Texas, specifically consisting of the certified agenda for the City of Jarrell, Texas City Council meeting held on _____, 2026 beginning at _____ P.M. and the signed and approved minutes of that meeting.

By:_____
Dianne Peace, City Secretary
City of Jarrell, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on _____, 2026 by Dianne Peace, City Secretary, City of Jarrell, Texas.

(seal)

_____
Notary Public, State of Texas

[INSERT JARRELL CITY COUNCIL AGENDA AND MINUTES]

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - Texas Water Development Board Application Filing

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith -- Caroline Stewart, Strategic Projects Manager

ITEM SUMMARY:
The City is planning to build a new transmission pipeline connecting the Circleville area in eastern Williamson County to northern Georgetown. This transmission line will move treated groundwater from new supply sources farther east into Georgetown's existing water system to enhance reliability, flexibility, and long-term resiliency. In February, the City applied for funding from the Texas Water Development Board. In April, the City was initially approved for up to $274,000,000 in low-interest financing. The City now wishes to submit the full application to be eligible for this funding opportunity. Proceeding requires City Council to pass a resolution authorizing the filing of the application.

FINANCIAL IMPACT:

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
Resolution authorizing application to TWDB 5.12.2026.pdf
TWDB-0201_Affidavit.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AUTHORIZING TEXAS WATER DEVELOPMENT BOARD APPLICATION FILING AND DESIGNATING AN AUTHORIZED REPRESENTATIVE; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown, Texas desires to request financial assistance from the Texas Water Developer Board; authorize the filing of an application for assistance; and make certain findings in connection therewith;

WHEREAS, the City Council finds it to be in the best interest of the public to make such application to the Texas Water Development Board as set out herein.

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. 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 $274,000,000 to provide for the costs of constructing two water treatment and distribution sites.

Section 4. Chelsea Solomon is hereby designated the authorized representative of the City of Georgetown 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 5. 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 Georgetown before any hearing held by the Texas Water Developer Board on such application, to wit:

Financial Advisor:	Jennifer Ritter Specialized Public Finance Inc.
Engineer:	Stacy Barna and Zach Sperry CDM Smith, Inc.

Bond Counsel: Richard Donoghue
McCall, Parkhurst & Horton, L.L.P.

Section 6. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 7. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 8. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on the 12th day of May, 2026.

ATTEST:

Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

Josh Schroeder, Mayor

APPROVED AS TO FORM:

Skye Masson, City Attorney

[SEAL]

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Williamson §

APPLICANT City of Georgetown §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Chelsea Solomon as the Authorized Representative of the City of Georgetown, who being by me duly sworn, upon oath says that:

1. The decision by the City of Georgetown (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 (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 Georgetown (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 Georgetown (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"):
TCEQ Enforcement Case No. 63897; and TCEQ Enforcement Case No. 68538.

5. The City of Georgetown (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 Georgetown (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The City of Georgetown (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: Water Utilities Director

SWORN TO AND SUBSCRIBED BEFORE ME, by _____,

on this _____ day of _____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Resolution - Grant request to Safe Streets for All Program Call for Pavement Marking and Sign Safety Management Plan

SUGGESTED ACTION:
Consideration and possible action to approve a resolution of the City Council of the City of Georgetown, Texas expressing support for the request of Federal appropriations for the development of a Pavement Marking and Sign Safety Management Plan -- Lua Saluone, Transportation Manager

ITEM SUMMARY:
The United States Department of Transportation issued a call for projects in March 2026 for communities to apply for funding assistance through the Safe Streets and Roads for All Program (the "SS4A Program"). The Infrastructure Investment and Jobs Act (IIJA) established the SS4A Program with $5 billion in appropriated funds over 5 years (2022-2026) to fund regional, local, and Tribal initiatives through grants to prevent roadway fatalities and serious injuries. Through a SS4A grant from the United States Department of Transportation, and with the help of the Capital Area Metropolitan Planning Organization, Williamson County completed a roadway safety plan. The City of Georgetown was an active participant in the safety plan and the resulting plan identifies opportunities to improve safety on City of Georgetown roadways. With the inclusion of those safety improvements within the plan, and the acceptance of the Plan by the City Council, the City is now eligible to compete for future grant funding in the SS4A Program.

For FY25, the City of Georgetown applied for and was awarded $11,681,480 for improvements to signal back plats, speed radar signs and Williams Drive access management improvements.

Georgetown is applying for FY 2026 Safe Streets and Roads for All funding under the Supplemental Planning and Demonstration category, leveraging the Williamson County Regional Safety Action Plan as its qualifying higher level Action Plan. The RSAP was completed on May 8, 2025 and developed by the Capital Area Metropolitan Planning Organization through a prior round SS4A Planning Grant, and it encompasses the entirety of Georgetown's jurisdiction.

Georgetown will implement a coordinated four-part effort to improve roadway safety by focusing on visibility-related countermeasures identified in the Williamson County Safety Action Plan. The project begins with a comprehensive, GIS-integrated inventory of pavement markings and traffic signs, prioritizing high-risk corridors, intersections, school zones, and underserved areas, and assessing retroreflectivity, condition, and compliance to establish a defensible baseline. Building on this dataset, the City will conduct a data-driven safety analysis combining asset conditions with five years of crash data to identify locations where visibility deficiencies contribute to elevated crash risk, resulting in a risk-based prioritization framework to target high-impact improvements. These findings will inform the development of a formal Pavement Marking and Sign Safety Management Plan that establishes performance thresholds, inspection cycles, and prioritized implementation strategies, supported by planning-level cost estimates and a field demonstration of high- and wet-

reflective materials to validate performance and guide specifications. Finally, the plan will be refined through public engagement and technical coordination with local and regional stakeholders, ensuring alignment with equity goals and regional priorities, and will be formally integrated into the countywide safety framework as a Georgetown-specific annex.

FINANCIAL IMPACT:
If awarded, the Federal share of the grant will be $874,000 (80%), the City will provide approximately $218,500.00 (20%) in match funding provided by Street Sales Tax collections (Fund 203).

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Res_USDOT_SS4AGrantApplications_5.12.2026_FINAL.pdf
SS4A-FY26-NOFO (1).pdf
Attachment B-C - Internal Grant Review Forms.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, SUPPORTING THE CITY OF GEORGETOWN'S APPLICATIONS TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION SAFE STREETS FOR ALL CALL FOR PROJECTS AND AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT SAID APPLICATION

WHEREAS, the United States Department of Transportation issued a call for projects in March 2025 for communities to apply for funding assistance through the Safe Streets and Roads for All Program (the "SS4A Program"); and

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) established the SS4A Program with $5 billion in appropriated funds over 5 years, 2022-2026 to fund regional, local, and Tribal initiatives through grants to prevent roadway fatalities and serious injuries; and

WHEREAS, through a SS4A grant from the United States Department of Transportation, and with the help of the Capital Area Metropolitan Planning Organization, Williamson County completed a roadway safety plan; and

WHEREAS, the City of Georgetown was an active participant in the safety plan, and the resulting plan identifies opportunities to improve safety on City of Georgetown (the "City") roadways; and

WHEREAS, with the inclusion of those safety improvements within the plan, and the acceptance of the Plan by the City Council of the City of Georgetown, the City is now eligible to complete for future grant funding in the SS4A Program.

WHEREAS, the City intends to apply for grant funding in the total amount of $1,092,500 for the development of pavement marking and roadway signage safety plan; and

WHEREAS, if awarded the City will provide grant match of 20%, in the amount of $218,500 with funds collected in accordance with Street Maintenance Sales Tax under Texas Tax Code Chapter 327 and in-kind labor from City forces.

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council of the City of Georgetown supports funding this project(s) as described in the application (including the construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City Council of Georgetown is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

Section 4. The City Manager is hereby authorized to prepare and submit applications to the US Department of Transportation to receive funding from the SS4A Program for Projects on behalf of the City and the Mayor is authorized to provide a letter of support.

Section 5. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6. This Resolution shall take effect immediately upon its passage and approval by the City Council of the City of Georgetown.

PASSED AND APPROVED on the 12th day of May, 2026.

ATTEST: **THE CITY OF GEORGETOWN:**

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

BILLING CODE 4910-9X

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Docket Number: DOT-OST-2026-0050

DOT FY 2026 Safe Streets and Roads for All Funding

ISSUED: March 27, 2026

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO or Notice), Assistance Listing # 20.939

Each section of this Notice contains information and instructions relevant to the application process for Safe Streets and Roads for All (SS4A) grants, and all applicants should read this Notice in its entirety to have the information they need to submit eligible and competitive applications.

Section	Content
A	Basic Information
B	Definitions
C	Eligibility Information
D	Program Description
E	Application Contents and Format
F	Submission Requirements and Deadlines
G	Application Review Information
H	Federal Award Notices
I	Post-Award Requirements and Administration
J	Other Information

A. Basic Information

Federal Agency Name	Office of the Secretary of Transportation, U.S. Department of Transportation
Announcement Type	Notice of Funding Opportunity
Funding Opportunity Number	DOT-SS4A-FY26-01 (Grants.gov)
Assistance Listing Number	20.939
Executive Summary	Funds for the fiscal year (FY) 2026 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators.
Objective	The purpose of this notice is to solicit applications for SS4A.
Eligible Applicants	• Metropolitan planning organizations; • Political subdivisions of a State or territory (e.g., cities, towns, counties); • Federally recognized Tribal governments; and • A multijurisdictional group of entities described in any of the aforementioned three types of entities.
Eligible Project Types	• Develop a comprehensive safety action plan (Action Plan). • Conduct supplemental safety planning to enhance an Action Plan. • Carry out demonstration activities to inform the development of, or an update to, an Action Plan. • Perform planning, design, and development activities for projects and strategies identified in an Action Plan. • Implement projects and strategies identified in an Action Plan that address roadway safety problems.
Funding Details	This Notice makes available up to $993,488,194 for FY 2026 grants: **$687,809,874** is available for Implementation Grants o Expected number of awards: 40 to 70 o Expected funding range: $2,500,000 to $25,000,000 **$305,678,320** is available for Planning and Demonstration Grants o Expected number of awards: 400 to 700 o Expected funding range: $100,000 to $5,000,000 DOT reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section D.vi: Grant Priorities. DOT may increase the overall amount of funding if additional funds become available.

Funding Restrictions	Not more than 15 percent of the $1 billion in FY 2026 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.[1] A minimum of 30 percent of the total funds made available in FY 2026 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development or update of an Action Plan.
Key Dates	Planning and Demonstration Grant and Implementation Grant applications must be submitted by 5:00 PM (EDT) on May 26, 2026. Technical questions must be submitted by 5:00 PM (EDT) on April 24, 2026. Pre-application eligibility review requests must be submitted for Implementation Grants by 5:00 PM (EDT) on April 24, 2026.
Application Links	Applications must be submitted via Valid Eval, an online application submission system used by DOT • **Implementation Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup • **Planning and Demonstration Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup Customer support for Valid Eval can be reached at support@valideval.com.
Agency Contact Information	**Email:** SS4A@dot.gov **Website:** https://www.transportation.gov/grants/SS4A DOT will regularly post answers to common questions and requests for clarification, as well as schedule information for webinars providing additional guidance on the SS4A website.

1. Changes in the FY 2026 NOFO

The FY 2026 NOFO substantively differs from the FY 2025 NOFO in the following ways:

- DOT is placing a priority on Public Safety Infrastructure.
- Section B. Definitions. Clarifying information is added regarding Public Safety Infrastructure for post-crash care, emergency response coordination, and prehospital blood transfusion activities.

[1] Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

- Section G. Application Review Information has been updated to include clearer information regarding how SS4A applications will be assessed.
- Section G. Application Review Information. Added language noting that if DOT does not receive enough merit-worthy applications for Planning and Demonstration Grants to award the 30 percent set aside requirement, surplus funds may be redirected toward merit-worthy Implementation Grants.
- Added language highlighting new Executive Orders and DOT Orders.

B. Definitions

Term	Definition
Applicant's Jurisdiction(s)	The U.S. Census tract(s) where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, they should include all relevant Census tracts for the jurisdictions covered by the application.
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as an "Action Plan") is a plan to prevent roadway fatalities and serious injuries in a locality or region or on Tribal land. This can be either an Action Plan developed with a Planning and Demonstration Grant, or a previously developed plan (e.g., a Vision Zero plan or similar plan) that is substantially similar to and meets the eligibility requirements of an Action Plan. See Table 1 for a detailed description.
Fatal or Serious Injury Crash	A fatal or serious injury crash involves a motor vehicle traveling on a roadway customarily open to the public. To be considered a motor vehicle related fatal injury, the crash must involve a motor vehicle traveling on a trafficway customarily open to the public and must result in the death of a vehicle occupant or a nonoccupant within 30 days of the crash. This definition aligns with the definition of a fatal crash in the Fatality Analysis Reporting System (FARS).
High-Injury Network	Identifies the highest concentrations of motor vehicle related crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Public Safety Infrastructure	Physical and digital hardware, software, systems, technologies, equipment, protocols, facilities, and coordination models used by public safety agencies such as 9-1-1, emergency medical services (EMS), fire services, law enforcement, and trauma system partners to either prevent, respond to, or reduce the severity of roadway crashes. Public safety infrastructure may be permanent, modular, configurable, or interoperable, and may include temporary, pilot, or limited-scale deployments.

Term	Definition
Rural	For the purposes of this NOFO, jurisdictions outside an Urban Area (UA) or located within UAs with populations fewer than 200,000, based on the 2020 Census, will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at https://www2.census.gov/geo/docs/reference/ua/2020_Census_ua_list_all.xlsx
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.[2]
Areas of Persistent Poverty and Underserved Community	Areas of Persistent Poverty (APP)[3] are defined as: • Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census • Any census tract with a poverty rate of at least 20 percent as measured by the 2014 – 2018 5-year data series available from the American Community Survey of the Bureau of the Census • Any territory or possession of the United States Underserved Community will use the same definition as APP for purposes of this NOFO.

C. Eligibility Information

1. Eligible Applicants

Section 24112(a)(2) of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117–58, provides statutory eligibility criteria for the SS4A grants. Eligible applicants for SS4A grants are:

[2]For additional information, visit: https://www.transportation.gov/safe-system-approach

[3] See 49 U.S.C. § 6702(a)(1).

1. a metropolitan planning organization (MPO);
2. a political subdivision of a State or territory;
3. a federally recognized Tribal government; and
4. a multijurisdictional group of entities made up of any of the aforementioned three types of entities.

A multijurisdictional group of entities should identify a lead applicant as the primary point of contact. Non-profits are not eligible applicants unless created under State law with roadway safety and/or planning responsibilities equivalent to a political subdivision of a State. States and territories are not eligible applicants.

SS4A award recipients from all previous years are eligible to apply in FY 2026. FY 2026 Projects of Merit, which are Implementation Grant or Planning and Demonstration Grant applications that received a Highly Recommended rating, may automatically be carried forward for consideration under a future SS4A NOFO, subject to availability of appropriations and specific funding requirements which will be explained in future NOFOs. Applicants would be responsible for updating an application should the future SS4A NOFO include program or policy changes from this FY 2026 NOFO.

Additional Eligibility Requirements for Implementation Grant Applicants

An eligible applicant for an Implementation Grant must also meet at least one of the following conditions:

- have ownership and/or maintenance responsibilities over a roadway network;
- have safety responsibilities that affect roadways; or

- have an agreement in the form of a signed letter, MOU, or other documentation from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

2. Number of Applications

Eligible applicants may submit one application only to the FY 2026 funding opportunity. If multiple applications are received from the same political subdivision of a State and/or applicant, the last application submitted will be reviewed. If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant must choose between applying for a Planning and Demonstration Grant or an Implementation Grant.

Implementation Grant applicants may request funds to bundle supplemental planning and demonstration activities as described in Section D.8.i, alongside a request for funds to implement projects and strategies.

3. Planning and Demonstration Grant Eligibility Requirements

Eligible activities for a Planning and Demonstration Grant include: develop a new Action Plan, conduct supplemental safety planning to update an existing Action Plan, or carry out safety demonstration activities to inform the development of or update to an Action Plan.

These activities may be bundled in any combination, provided that the requirements in this Notice are met. DOT encourages complementary but distinct activities, including but not limited to safety demonstration activities that will help inform the development of an Action Plan.

Any applicant that meets the eligibility requirements described below may apply for a Planning and Demonstration Grant to develop an Action Plan.

i. Developing an Action Plan

The development of an Action Plan must include all relevant road users and be at a broad, systemwide geography (i.e., the eligible applicant's entire jurisdiction, not a few road segments within a jurisdiction). Corridor-level or site-specific studies are considered to be supplemental planning and not an Action Plan. Applicants with an existing Action Plan may also apply to update their Action Plan.

ii. Supplemental Planning and Demonstration Activities

Supplemental planning broadly refers to an activity that informs the development of a new or existing Action Plan. Eligible supplemental planning activities include, but are not limited to, the following:

- Action plan updates
- Action plan consolidation including combining different jurisdiction's action plans or integrating topical safety activities into an action plan
- Complementary or topical safety plan development
- Road safety audits
- Follow-up data collection and safety analysis
- Progress reporting
- Stakeholder engagement and collaboration
- Roadway safety planning

Demonstration activities are temporary safety improvements that inform the Action Plan by testing proposed project and strategy approaches to determine future benefits and future scope. Eligible demonstration activities include, but are not limited to the following:

- Feasibility studies

- MUTCD engineering studies
- Behavioral or operational activity pilot programs
- New technology pilot programs

Examples of eligible supplemental planning and demonstration activities are provided at Planning and Demonstration Activities - SS4A | US Department of Transportation .

iii. Action Plan Requirement

Applicants requesting Federal funding to conduct supplemental planning and/or demonstration activities **only**, without developing or updating an Action Plan must either a) have an existing Action Plan, which is demonstrated through meeting the Action Plan requirements outlined in the Self-Certification Eligibility Worksheet[4] and described in Table 1: Action Plan Components, b) have received SS4A funding in a previous round to develop or update an Action Plan and are in the process of completing or updating an Action Plan, as described in Table 1: Action Plan Components, or c) use a higher-level jurisdiction's Action Plan as described below.

If a higher-level jurisdiction (e.g., an MPO or county would be a higher-level jurisdiction for a city or town) has an eligible and finalized Action Plan, or is in the process of completing or updating an SS4A-funded Action Plan from a previous grant round, an eligible applicant can apply for supplemental planning and/or demonstration activities without its own plan only if: 1) the geographic boundaries of the higher-level jurisdiction's Action Plan cover the eligible applicant's jurisdiction; 2) the proposed activities are coordinated with the higher-level jurisdiction and the application demonstrates such coordination; and 3) the activities will inform the Action Plan of the higher-level jurisdiction.

[4] https://www.transportation.gov/grants/ss4a/self-certification-worksheet.

iv. Duplicative Action Plans

An application may be deemed duplicative, and therefore ineligible, if it requests funds to develop a new Action Plan when another jurisdiction is already preparing an Action Plan in the same area using SS4A funding and/or requests funds to develop a new Action Plan in the same area as another FY26 application. Duplicative funding requests to develop a new Action Plan will be identified and assessed for merit within the context of other jurisdictions and their planning activities and will result in an eligibility determination.

4. Implementation Grant Eligibility Requirements

i. Action Plan Requirement

To apply for an Implementation Grant, the applicant must certify that they have an existing plan that is substantially similar to an Action Plan as defined in Section B and Table 1: Action Plan Components and has been finalized and/or last updated between 2021 and May 26, 2026. The components required for an existing plan to be substantially similar to an Action Plan may be found in up to three plans (*e.g.*, a regional transportation safety plan and a local Vision Zero plan may be used together to meet all component requirements).

If another jurisdiction (*e.g.*, an MPO or county) has an existing plan in place that meets Action Plan eligibility requirements, an eligible applicant covered within the Action Plan's geographic boundaries could apply without its own plan as long as the existing plan is focused, at least in part, on the roadway network within the applicant's jurisdiction, the plans include the applicant's projects and strategies, and all other eligibility requirements are met.

If an applicant does not have an existing Action Plan or is not located in a jurisdiction which has an existing Action Plan, they should apply for a Planning and Demonstration Grant to develop one. They should **NOT** apply for an Implementation Grant.

The plan, or a combination of up to three plans, must be uploaded as an attachment to the application or provided as web links to publicly available sites. Applicants should use the Self-Certification Eligibility Worksheet to determine eligibility and upload the completed worksheet with their application.[5]

Ineligible Plans

State-level Action Plans (*e.g.*, a Strategic Highway Safety Plan required under 23 U.S.C. § 148, State Highway Safety Plans required under 23 U.S.C. § 402, Commercial Vehicle Safety Plans required under 49 U.S.C. § 31102, or Public Transportation Agency Safety Plans required under 49 U.S.C. § 5329) cannot be used as an established plan to apply for an Implementation Grant.

Alignment With All Action Plan Components

Implementation Grant applicants who meet any of the following conditions must update their Action Plan during the period of performance for the grant agreement to align with all Action Plan components in Table 1: Action Plan Components as a condition of receiving SS4A funds:

- Self-Certification Eligibility Worksheet areas that include a "no" response; or
- Safety focus in the qualifying Action Plan does not include all road users.

Implementation Grant applicants are encouraged to request supplemental planning funding in their application to complete any missing components of an existing plan but may choose to complete such activities without Federal funding.

5. Cost Sharing or Matching

The Federal share of an SS4A grant may not exceed 80 percent of total eligible SS4A project costs. Recipients are required to contribute a local matching share of no less than 20 percent of total eligible project costs. Matching funds may include funding from the applicant or other eligible non-Federal sources. Unless otherwise authorized by statute, all matching contributions must be from non-Federal sources. Applicants that intend to combine SS4A funds with Federal-Aid funds provided under Title 23 U.S.C. could experience a significant delay in the programming of funding and the execution of a grant agreement.

i. Exceptions to Non-Federal Match Requirements

In the following situations, the non-federal match requirement may be met with Federal funds or may be waived:

- For eligible applicants on federally recognized American Indian and Alaska Native tribes, nations, bands, communities and affiliated groups, Tribal Transportation Program and Tribal Transportation Program Safety Funds are Federal funding programs, and these programs may be used as non-Federal match.
- For eligible applicants located in the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, when the required local match is less than $200,000, SS4A will apply a 100 percent Federal share and waive local match requirements per 48 U.S.C. § 1469a and Pub. L. 96-205, Title VI, § 601, as amended, and consistent with OMB Controller Alert CA-23-04, Waiving Matching Fund Requirements for Insular Areas.

ii. Types of Non-Federal Match

In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Any in-kind contributions used to fulfill the cost-share requirement for both Planning and Demonstration Grants and Implementation Grants must:

- Be in accordance with the cost principles in 2 CFR Part 200, Subpart E;
- Include documented evidence of completion within the period of performance; and
- Support the execution of the eligible activities in Section D.10: Eligible Activities and Costs

Additional information about match requirements and costs that can be considered match are available at https://www.transportation.gov/grants/SS4A.

D. Program Description

1. Overview

The Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117–58, authorized and appropriated $1,000,000,000 to be awarded by DOT for FY 2026 for the SS4A grant program.[6] This Notice solicits applications for activities to be funded under the SS4A grant program.

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development, refinement, and implementation of Action Plans focused on all users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The Action Plans include

[6] *See* IIJA, Pub. L. 117-58, 135 Stat. 429, 815, Div. B, Title IV, § 24112; *id.*, 135 Stat at 1413, Div. J, Title VIII.

strategies to implement the Safe System Approach. The program provides funding to develop tools to strengthen a community's approach to roadway safety and is designed to meet the needs of local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

2. Total Funding Available

IIJA established the SS4A program with $5,000,000,000 in advanced appropriations in Division J, including $1,000,000,000 for FY 2026. DOT has retained not more than 2 percent, or **$20,000,000**, for administrative expenses.[7] In addition, DOT has $13,488,194 in carryover funds. Therefore, this Notice makes available up to $993,488,194 for FY 2026 grants under the SS4A program. Refer to Section G for greater detail on additional funding considerations and Section A. Basic Information for funding restrictions.

3. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via signed grant agreements between DOT and recipients, as flexibly and expeditiously as possible, within 12 months of award announcement. Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to providing assistance to help them through the process of securing a grant agreement and delivering grant projects and strategies through the SS4A Technical Assistance Center[8]. Applicants who have never received Federal funding from DOT are also encouraged to partner with eligible applicants within the same region, such as an MPO, that have established

[7] IIJA § 24112(f)(2)

[8] For additional information about the SS4A Technical Assistance Center, visit: https://www.ss4aclearinghouse.org/TechnicalAssistance

financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant (which includes State Departments of Transportation and similar State-level entities), eligible applicants are encouraged to seek guidance on project delivery and processes from States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Planning and Demonstration and Implementation Grant agreements is between 24 months and five years, depending on the scope and extent of the grant activities. The period of performance for Planning and Demonstration Grant and Implementation Grant agreements may not exceed five years.

4. Data Collection Requirements

Pursuant to section 24112(i)(1) of IIJA, DOT must post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. In addition, DOT must evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program into the publicly available website on best practices and lessons learned.[9] The best practices and lessons learned collected thus far are available on the SS4A Clearinghouse website. DOT intends to measure safety outcomes through a combination of grant agreement activities and data collections, including DOT data collections already underway and program evaluations separate from the individual grant agreements. The grant data-collection

[9] IIJA specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Eleventh Edition,* or any successor document.

requirements reflect the need to build evidence of noteworthy strategies and best practices. DOT expects to use the data and outcome information collected before and after evaluations. See Section I for more information about post-award reporting requirements.

5. Grant Options and Deliverables

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** and **Implementation Grants**. Planning and Demonstration Grants are used to develop, complete, or supplement an Action Plan, as well as carry out safety demonstration activities that inform an Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan. In addition, applicants may bundle funding requests for supplemental planning and demonstration activities that inform the Action Plan into an Implementation Grant application.

i. Planning and Demonstration Grants

Action Plan

An Action Plan is the foundation of the SS4A grant program and supports the implementation of projects and strategies that will help achieve local, data-driven transportation safety goals. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, region, or on Tribal Lands. Grants for Action Plans provide Federal funds to eligible applicants to develop, complete, or enhance an Action Plan for broad, systemwide geography covering the applicant's entire jurisdiction.

The primary deliverable is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of

developing an Action Plan to be critical for success and the components reflect a process-oriented set of activities. For applications involving a multi-jurisdictional group, applicants may propose the development of a single Action Plan covering all jurisdictions, several plans for individual jurisdictions, or a system to administer sub-awards to entities within its jurisdiction.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (*e.g.*, resolution, policy, ordinance) by a high-ranking official and/or governing body (*e.g.*, Mayor, City Council, Tribal Council, MPO Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, or (2) a percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of crash locations and crash severity, as well as contributing factors and crash types by relevant road users (*e.g.*, motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (*e.g.*, high-risk road features, specific safety needs of relevant road users, analysis of the built environment, demographics, and structural issues). The safety analysis can consider factors that influence the severity of outcomes when crashes occur, including the availability and coordination of emergency response and post-crash care systems. To the extent practical, the analysis should include all roadways within the jurisdiction, without regard to ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).

Component	Description
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders and partners, including the private sector, and community groups allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Policy and Process Changes	Assessment of current local policies, plans, guidelines, and/or standards (*e.g.*, manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new local policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	Identification of a comprehensive set of projects and strategies informed by data, the best available evidence and noteworthy practices, and stakeholder input that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated. Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures are expected to be deployed (*e.g.*, short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure and behavioral and operational safety.
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

Supplemental Planning Activities

Supplemental planning activities support or enhance an existing Action Plan. Examples of eligible supplemental planning activities are provided at https://www.transportation.gov/grants/ss4a/planning-and-demonstration-activities.

The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available.

Demonstration Activities

Demonstration activities inform an Action Plan by testing proposed project and strategy approaches to determine their potential benefits and future scope. Demonstration activities are temporary and small in scale. Demonstration activities must measure potential benefits through data collection and evaluation (*e.g.*, before and after studies) and inform an Action Plan's list of selected projects and strategies and their future implementation.

Demonstration activities and pilot programs must inform Action Plans through small-scale tests with finite trial periods intended to gauge potential project and strategy effectiveness that will lead to project and strategy selection at a systemic level. DOT generally expects demonstration activities to be initiated within 18 months of executing a grant agreement (*e.g.*, quick-builds on the roadway; pilot project established) and the benefits of the demonstration activity to be evaluated during the period of performance for the grant agreement.

The final deliverable is an assessment of the demonstration activities and an updated Action Plan that incorporates the information gathered from the demonstration activities into the Action Plan's list of projects or strategies and/or informs another part of the Action Plan.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund supplemental planning and demonstration activities as described above, as well as project-level planning, design, and development activities for projects and strategies identified in an Action Plan (e.g., project-level

National Environmental Policy Act (NEPA) compliance, associated environmental review activities, permits and approvals, construction design, etc.).

6. SS4A Grant Priorities

This section discusses priorities specific to SS4A and NOFO requirements. Successful grant applications will:

- Promote safety to prevent fatal and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Beautifying transportation infrastructure with context-appropriate design and/or child-friendly elements;
- Advance eligible truck parking with a clear roadway safety nexus;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies; and
- Demonstrate engagement with a variety of public and private stakeholders.[10]

Additionally, applications will be more competitive if they

- Beautify transportation infrastructure with context-appropriate design and/or child-friendly elements;
- Advance eligible truck parking with a clear roadway safety nexus;

[10] *See* IIJA, Pub. L. 117-58, 135 Stat. 429, 816, § 24112(d)(3)(A)–(E).

- Modernize public safety infrastructure, including prehospital blood transfusion capabilities and improve post-crash care.

In accordance with the Americans with Disabilities Act of 1990 (ADA), awards focused on infrastructure and demonstration activities must ensure that newly constructed facilities in the public right-of-way are accessible to, and usable by, individuals with disabilities to the extent that it is not structurally impracticable to do so. The ADA also requires that, when an existing facility is altered, the altered facility be made accessible to and usable by individuals with disabilities to the maximum extent feasible.[11]

DOT intends to use the SS4A program to support the creation of good-paying jobs through union participation or project labor agreements which promote cost-effectiveness and open competition, registered apprenticeship programs, and other training and placement programs.

DOT intends to apply principles from DOT Order 2100.7, (Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities) and DOT Order 2100.9, (Ensuring Nondiscrimination and Equal Opportunity in Department of Transportation Policies, Programs, and Activities) when evaluating applications and making award selections. To the maximum extent permitted by law, DOT will prioritize projects that are in alignment with the principles outlined in DOT Order 2100.7 and DOT Order 2100.9.

DOT seeks to fund projects that advance the priorities of this Administration as described in DOT's mission statement and across executive orders.

[11] *See* 28 CFR § 35.151.

7. Eligible Activities and Costs

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E. DOT reserves the right to make cost eligibility determinations on a case-by-case basis.

i. Eligible Activities

Eligible activities for grant funding include the following three elements:

A. Developing or updating an Action Plan (*i.e.*, the activities described in Section C.3.i: Developing an Action Plan);

B. Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and

C. Carrying out projects and strategies identified in an Action Plan.

For Implementation Grants, activities *must* include element (C) and *may* include element (B). Implementation Grant applications *may also* include element (A) such as supplemental planning or demonstration activities. Projects and strategies identified in element (C) must be either infrastructure, behavioral, operational, or post-crash care activities identified in the Action Plan, including prehospital blood transfusion programs and other public safety system improvements, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Applicants may "bundle" different projects, strategies, supplemental planning, and/or demonstration activities into one Implementation Grant application, even if they address different safety problems or are located in different areas. For "bundled" funding requests, element (B) planning, design, and development activities must be directly connected to the completion of the element (C) projects and strategies funded through the Implementation Grant

application. Public safety infrastructure activities are eligible for Implementation Grants such as Field Blood Delivery, Public Safety Dispatch, Digital Alert System, and Education Campaigns; these activities could also be eligible as a safety demonstration activity provided they meet the demonstration activity eligibility requirements described in Section D.5.i: Demonstration Activities. Truck parking activities contained in an Action Plan may be eligible under an Action Plan Grant or as part of an Implementation Grant if such activities demonstrates a clear roadway safety nexus and are not among the ineligible activities listed below in Section D.7.ii. Examples of eligible Implementation Grant activities are listed on the SS4A website (https://www.transportation.gov/grants/ss4a/implementation-grants).

ii. Ineligible Activities and Costs

The following activities are **not** eligible for element (C) "projects and strategies" nor demonstration activity funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Note, however, roadway intersections with other modes of transportation (*e.g.*, at-grade highway rail crossings) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. A new roadway facility exclusively for non-motorists (*e.g.*, a pedestrian bridge) is an eligible activity if the primary purpose is safety related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional through lanes (*i.e.* without a clear safety nexus).

- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a Public Transportation Agency Safety Plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

E. Application Contents and Format

The Planning and Demonstration Grant and the Implementation Grant, respectively, have different application submission and supporting document requirements. The SS4A website (https://www.transportation.gov/grants/SS4A) provides many resources to help complete the required submission materials.

1. Implementation Grant Pre-Application Submissions

Prior to submitting an application, a potential Implementation Grant applicant is encouraged to submit a Self-Certification Eligibility Worksheet and links or attachments to any referenced plan(s) to determine whether the applicant has an existing plan or plans that are substantially similar to an Action Plan, which is required for Implementation Grant eligibility. A pre-application eligibility review request must contain all required materials, including relevant documentation, to receive an eligibility determination by DOT.

Pre-application submissions must be received at or before 5:00 PM (EDT) on April 24, 2026, by emailing SS4A@dot.gov with the subject "Implementation Grant Eligibility Review: *Applicant*

Name, State." DOT expects to provide an affirmative response or details as to why the plan(s) do not meet eligibility requirements to the applicant within three weeks of receipt. Each applicant may request only one pre-application submission review. DOT will not perform pre-application reviews of full application materials nor provide feedback on the quality of the overall application.

If a potential applicant has an Action Plan covering their jurisdiction that was developed using prior SS4A funds that has been accepted by DOT, they should not submit those plans for pre-application eligibility review. DOT will confirm eligibility for these applicants upon application submittal.

Planning and Demonstration Grant applicants are not eligible for pre-application submission reviews.

2. Planning and Demonstration Grant Application Submissions

The application must include the application materials as described below. The necessary file formats for each application component will be displayed on the Valid Eval application portal.

Standard Forms

All applicants must submit the following Standard Forms:

- Application for Federal Assistance (SF-424),
- Budget Information for Non-Construction Programs (SF-424A),
- Assurances for Non-Construction Programs (SF-424B), and
- Disclosure of Lobbying Activities (SF-LLL).

The SF-424 requests applicants provide information on "Estimated Funds" (box 18). This budget must list the amount and percent of both the total Federal funding requested and any additional non-Federal funds, if any, that will be used to pay for the project. If the SS4A Federal funding amounts requested differ between forms and/or other application materials, the amount in the SF-424 will be used to determine funding. Funding requests must be in whole numbers (no cents). For the SF-424A form, Section D and Section E are optional as described in the SF-424A instructions.

Key Information Questions

The following questions are asked in the SS4A application on Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	**Instructions**
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section F.2 for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1
Application Type (select one)	• Develop a new Action Plan; • Update/add to an existing local safety plan to meet the requirements of an SS4A Action Plan as described in Table 1 Action Plan Components; • Develop or update an Action Plan and conduct Demonstration or Supplemental Planning activities; or • Conduct Demonstration or Supplemental Planning activities only.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.

Title	Instructions
Project Goal/Description	A short description of the proposed activities and how they will address the safety problem(s) in the applicant's jurisdiction.
Total Applicant Jurisdiction Population	Source: 2020 U.S. Census data.
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2019-2023 data.
Total Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the *total count of fatalities* based on FARS data from 2019-2023, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data.
Inclusion of Underserved Communities Census Tract(s)	Whether the jurisdiction(s) covered by this application are, or include, underserved communities.
Description of Supplemental Planning and Demonstration Activities (if relevant)	See Section D.5.i: Planning and Demonstration Grants
Total SS4A Funding Request	Must be a whole number (no cents).
Total SS4A Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Project Cost	Sum of Total Federal Funding Request and Total Local Share/Match.
Total Other Federal Funds Used	Must be a whole number (no cents). Other Federal funds may include funds directly received from a Federal agency or funds received through a pass-through agency (*e.g.*, State governmental agency) that originated as Federal funds.
Coordination	For applications that include Action Plan development or updates, the applicant agency must affirm that they will coordinate with any jurisdictions that geographically overlap with the applicant jurisdiction and have received SS4A funding to develop or update an Action Plan or have submitted an FY26 application requesting funds to develop or update an Action Plan.

Title	Instructions
	Proof of coordination (*e.g.*, letter, email) from ALL such geographically overlapping entities affirming they are aware of your application and the need for coordination to avoid duplication of efforts must be provided as an attachment to the application.

Narrative

The narrative should include a brief description of the proposed activities. The narrative should also respond to the Planning and Demonstration Grant **Safety Context** merit criteria described in Section G.1.i: Planning and Demonstration Grant Merit Criteria to affirm the proposal's alignment with SS4A safety considerations and address the criteria. The applicant does not need to address the Safety Impact or Underserved Communities merit criteria in the narrative; these are based on nationally available data.

Applicants requesting less than $100,000 in funding must explain how the scope of activities will be completed with the funding amount proposed.

Applicants requesting funding for demonstration activities to inform an Action Plan must provide a brief schedule showing when the activities will occur (*e.g.*, temporary materials installed, when the pilot would begin), and the start/end dates of the pilot. If anticipated to be a schedule constraint, applicants should include in the narrative any potential timeline implications of meeting administration requirements in Section I such as domestic preference and any required waivers, NEPA requirements, and any applicable permitting and approval timeframes.

Narrative Requirements:

- The narrative should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of one inch on all sides, and include page numbers.

- The narrative should be no longer than two pages if requesting less than $1,000,000 in Federal funds. If requesting $1,000,000 or more in Federal funds, the narrative must be no longer than three pages.

Self-Certification Eligibility Worksheet

If only applying for supplemental planning and/or demonstration activities that will inform the update of an existing Action Plan, applicants must either demonstrate that their existing plan is eligible by attaching a completed Self-Certification Eligibility Worksheet, or be in the process of developing or updating an SS4A-funded Action Plan from a previous grant round, as described in Section C.3.i.

If applying to develop a new Action Plan, applicants do not need to include the Self-Certification Eligibility Worksheet even if supplemental planning and/or demonstration activities are included.

Map

The applicant must submit a map in both PDF and spatial format (*e.g.*, Shapefile, .KML) that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. Applicants requesting funding for demonstration activities must include the locations of any proposed demonstration pilots if known.

Estimated Budget

Applicants are required to show how different funding sources will contribute to each activity and present the data in whole dollars in a table similar to Table 3: Planning and Demonstration Grant Supplemental Estimated Budget, below. A template is available at https://www.transportation.gov/grants/ss4a/planning-and-demo-grant-budget-template. The Planning and Demonstration Grant Supplemental Estimated Budget should summarize the

amount of funding going toward each of the three eligible activities for a Planning and Demonstration Grant as applicable (developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan). Funding sources should be grouped into four categories: SS4A funding request, SS4A non-Federal match, total SS4A project cost, and other Federal funds (if applicable), with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. This table should be completed in a manner consistent with the Federal funding amount, non-Federal share, and total project cost in the SF-424 form.

Table 3: Planning and Demonstration Grant Supplemental Estimated Budget

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Itemized Estimated Costs to Develop or Update an Action Plan (if applicable)				
New or Updated Action Plan	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for New or Updated Action Plan	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of Supplemental Planning Activities (if applicable)				
Supplemental Planning Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning Activity #3	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00

Subtotal Budget for Supplemental Planning	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of Demonstration Activities (if applicable)				
Demonstration/Pilot Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Demonstration/Pilot Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for Demonstration Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budget for Planning and Demonstration Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**

3. Implementation Grant Application Submissions

The application must include the application materials as described below. The necessary file formats for each application component will be displayed on the Valid Eval application portal.

Standard Forms

All applicants must submit the following Standard Forms:

- Application for Federal Assistance (SF-424),
- Budget Information for Construction Programs (SF-424C),
- Assurances for Construction Programs (SF-424D), and

- Disclosure of Lobbying Activities (SF-LLL).

The SF-424 requests applicants provide information on "Estimated Funds" (box 18). This budget must list the amount and percent of both the total Federal funding requested and any additional non-Federal funds, if any, that will be used to pay for the project. If the SS4A Federal funding amounts requested differ between forms and/or other application materials, the amount in the SF-424 will be used to determine funding. Funding requests must be in whole numbers (no cents).

Key Information Questions

The following questions are asked in the SS4A application on Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup.

Table 4: Example Implementation Grant Application Key Information Table

Title	**Instructions**
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section F.2 for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Project Goal/Description	A short description of the proposed activities and how they will address the safety problem(s) in the applicant's jurisdiction.
Primary Project Purpose (select one)	• Infrastructure Strategies: Build physical transportation improvements; goal is to create safer facilities (*e.g.*, constructing roundabouts, sidewalks, and traffic calming measures) • Behavioral Strategies: Focus on altering road user behavior and/or reinforcing roadway habits for all users (*e.g.*, performing High Visibility Enforcement or safety outreach campaigns) • Operational or Technology Strategies: Focus on enhancing the safety and efficacy of existing transportation infrastructure

Title	Instructions
	(*e.g.*, updating signal phasing to protect turning movements or address conflict points at intersections) • Public Safety Infrastructure Strategies: Focus on programs or technologies used by public safety agencies (*e.g.*, field blood distribution or improved emergency communications) to prevent, respond to, and/or reduce the severity of roadway crashes.
Total Applicant Jurisdiction Population	Source: 2020 U.S. Census data.
Total Count Motor Vehicle-Involved Roadway Fatalities in the Applicant Jurisdiction that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2019-2023 data.
Total Average Annual Fatality Rate (per 100,000 population) for the Applicant Jurisdiction	The fatality rate calculated using the 5-year annual average from the *total count of fatalities* based on FARS data from 2019-2023, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data.
Inclusion of Underserved Communities in Jurisdiction(s)	Whether the jurisdiction(s) covered by this application are or include underserved communities.
Inclusion of Underserved Communities in Project Area(s)	Whether the project area(s) covered by this application are or include underserved communities.
Project Area Fatalities	Count of fatalities in the project area(s). May use source other than FARS, provided the data source is included in the application. 2019-2023 data is recommended, but applicants may use the most recent five-year data available.
Project Area Serious Injuries OR Project Area Injuries Severity Unknown	Count of serious injuries in the project area(s). Applicants without reliable serious injury data may use suspected serious injury figures. The data source must be included in the application. 2019-2023 data is recommended, but applicants may use the most recent five-year data available.

Title	Instructions
Applicant roadway safety responsibility (may select multiple)	• Ownership and/or maintenance responsibilities over a roadway network; • Safety responsibilities that affect roadways; • Have an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Does your project include Supplemental Planning and/or Demonstration activities?	See Section D.5.i
Would you consider accepting funding for only Supplemental Planning and/or Demonstration activities?	Yes, no, n/a.
Total SS4A Federal Funds Requested	Must be a whole number (no cents).
Total SS4A Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Project Cost	Sum of Total SS4A Federal Funding Request and Total SS4A Non-Federal Share/Match.
Total Other Federal Funds Used (if applicable)	Must be a whole number (no cents). Other federal funds may include funds directly received from a federal agency or funds received through a pass-through agency (e.g., State governmental agency) that originated as federal funds.
SS4A Funding Request for Supplemental Planning and/or Demonstration Activities (A)	Must be consistent with Implementation Grant Supplemental Budget
SS4A Funding Request for Planning, Design, and Development Activities for Projects/Strategies (B)	Must be consistent with Implementation Grant Supplemental Budget
SS4A Funding Request for Carrying Out Projects and Strategies (C)	Must be consistent with Implementation Grant Supplemental Budget
Existing Comprehensive Safety Action Plan (or equivalent)	Link to or attachment

Narrative

In narrative form, the applicant must respond to the Implementation Grant merit criteria described in Section G.1.ii to affirm its alignment with SS4A safety considerations and to address the criteria.

a) Narrative Requirements

- The narrative should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of one inch on all sides, and include page numbers.
- The narrative may not exceed 12 pages in length, excluding cover page and the table of contents.
- Implementation Grant applications that include supplemental planning and demonstration activities may submit up to two additional pages – 14 pages total – if they are focused solely on responding to the Supplemental Planning and Demonstration Activities merit criterion (see Section G.1.ii).
- The following application elements do not count toward the page limit:
    - Self-Certification Eligibility Worksheet
    - Budget
    - Appendices, which may include additional maps and documents supporting assertions or conclusions made in the narrative.
- If possible, website links to supporting documentation should be provided rather than copies of these supporting materials.
- If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.

- Letters of support are encouraged, especially from relevant stakeholders and Public Safety Agencies and associated Labor Unions representing First Responders. Letters of support should be submitted with the application as one consolidated set in one supporting attachment on Valid Eval.

b) Recommended Narrative Outline

Applicants are not required to follow a specific narrative format, but the structure should clearly identify the narrative portions associated with each merit criterion. DOT recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information.

Overview	See below
Location	See below
Response to Merit Criteria	See Section G.1
Project Readiness	See Section G.1.ii

1. Overview

This section should provide an introduction and describe the proposed activities, safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

2. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's high-injury network or equivalent geospatial identification (*i.e.*, geographic or locational data using maps) of higher risk locations, and potential locations (*e.g.*, corridors or intersections) of the projects and strategies they plan to implement based on their Action Plan.

Note that the applicant is not required to provide exact locations for each project or strategy if they are not yet defined. In this case, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

3. Response to Merit Criteria

This section should respond to the criteria for evaluation and selection in Section G.1 of this notice and include a compelling narrative to highlight how the application aligns with four required merit criteria: #1 Safety Need; #2 Safety Impact; #3 Implementation Costs; and #4 Engagement and Collaboration. If the application is bundling supplemental planning and/or demonstration activities, it also must include narrative responding to criterion #5 Supplemental Planning and Demonstration Activities.

4. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to complete the full scope of work in the application proposal within five years of when the grant agreement is executed, with a particular focus on environmental permitting, design, and construction, as well as right of way acquisition, and utility relocation, if applicable. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include State and local planning approvals; start and completion of the NEPA process and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; utility

relocation; approval of plans, specifications, and estimates; procurement; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts and possible mitigation for those impacts. When a project will result in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition. For additional guidance and resources, visit https://www.transportation.gov/grants/SS4A.

Self-Certification Eligibility Worksheet

Submit a completed Self-Certification Eligibility Worksheet demonstrating that the jurisdiction has an Action Plan that meets the requirements described in Table 1: Action Plan Components.

Map

The applicant must submit a map in both PDF and spatial format (*e.g.*, Shapefile, .KML) that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. The map should show the jurisdiction's high-injury network and potential locations of the projects and strategies.

Estimated Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to submit an Implementation Grant Supplemental Estimated Budget that provides an overview of estimated activity costs, organized by all major cost elements. The budget should provide itemized estimates of the costs by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem and provide a breakdown of the major individual components that contribute to each of the line items. This information

should include capital costs for infrastructure safety improvements and/or costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity elements: (A) supplemental planning and demonstration activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan. See Section C.3 for more information on eligible activities.

Implementation Grant Supplemental Estimated Budgets should show how different funding sources will contribute to each activity and present the data in whole dollars. A template for the supplemental budget is available at https://www.transportation.gov/grants/ss4a/implementation-grant-budget-template. Funding sources should be grouped into four categories: SS4A funding request, SS4A non-Federal match, total SS4A project cost, and other Federal funds (if applicable), with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. This table should be completed in a manner consistent with the Federal funding amount, non-Federal share, and total project cost in the SF-424 form. This table should be completed in a manner consistent with the SF-424 in terms of total project cost, SS4A Federal share, and SS4A cost sharing/match.

Table 5: Implementation Grant Supplemental Estimated Budget

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Itemized Estimated Costs of the (A) Supplemental Action Plan Activities (if applicable)				
Supplemental Planning or Demonstration Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning or Demonstration Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (A) Supplemental Action Plan Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (B) Planning, Design, and Development Activities				
Planning, Design, and Development - Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Planning, Design, and Development - Location or Project #2	$0.00	$0.00	$0.00	$0.00

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (B) Conducting Planning, Design, and Development Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (C) Proposed Projects and Strategies				
Implementation - Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Implementation - Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (C) Carrying Out Projects and Strategies	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budget for Activities (A), (B), and (C)	**$0.00**	**$0.00**	**$0.00**	**$0.00**

F. Submission Requirements and Deadlines

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov under opportunity number DOT-SS4A-FY26-01. Potential applicants may also request paper copies of materials at:

Email: SS4A@dot.gov

Phone: 202-948-3466 (Telecommunication Relay Service: 7-1-1)

Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-237
Washington, DC 20590

2. Unique Entity Identifier and the System for Award Management (SAM)

Each applicant is required to:

a. Be registered in SAM (https://sam.gov/content/home) before submitting its application;
b. Provide an active unique entity identifier in its application; and
c. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully

complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

3. Submission Instructions

Applicants must submit their applications electronically via Valid Eval at:

https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup for Planning and Demonstration Grant applicants

https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup for Implementation Grant applicants

For technical assistance with Valid Eval, applicants should contact Valid Eval at support@valideval.com.

4. Submission Dates and Times

This NOFO has a single application deadline for both Planning and Demonstration and Implementation Grant applicants. All applications must be submitted by 5:00 PM (EDT) on Tuesday, May 26, 2026. Applications cannot be submitted to Valid Eval after the deadline. Late applications will not be considered unless there is a technical issue directly caused by the online proposal submission system (Valid Eval), and the applicant contacts Valid Eval at support@valideval.com describing the technical issue no later than 1:00 PM (EDT) on Tuesday, May 26, 2026.

Pre-application submissions to review an applicant's Self-Certification Eligibility Worksheet must be received via email at or before 5:00 PM (EDT) on April 24, 2026.

5. Intergovernmental Review

This program is not subject to intergovernmental review and applicants should select "c" on Box 19 of the SF-424 form.

G. Application Review Information

1. Merit Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. All complete applications from eligible applicants will be reviewed against the merit criteria. Planning and Demonstration Grants and Implementation Grants, respectively, each have their own set of application review and merit criteria.

i. Planning and Demonstration Grant Merit Criteria

For Planning and Demonstration Grants, DOT will use three merit criteria to evaluate proposals. DOT will evaluate each application narrative against merit criteria #1 Safety Context using the rubric table provided below. Individual ratings of **High, Medium, Low, or Non-Responsive** will be assigned to each Planning and Demonstration Grant component included in the proposal – developing a new Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan. Together, the individual component ratings will roll up into an overall rating for the Safety Context merit criterion.

DOT will also evaluate quantitative data in two criteria: #2 Safety Impact; and #3 Underserved Communities. The adequacy and reasonableness of costs will also be considered.

Merit Criterion #1: Safety Context Rubric Table

Merit Criteria	**Non-Responsive**	**Low**	**Medium**	**High**
New/Updated Action Plan	The project is not connected to an Action Plan; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the Action Plan scope of work to be performed; • A clear description of the roadway safety issues that necessitate Action Plan development; • A clear and detailed approach to developing an Action Plan that contains all required components as described in Table 1 of the NOFO, with a clear goal to engage with a variety of stakeholders to identify evidence-based, high-impact,	The project is expected to **moderately advance safety planning**, however **the narrative is missing** clear or detailed descriptions of **one** of the following components: • A clear description of the Action Plan scope of work to be performed; • A clear description of the roadway safety issues that necessitate Action Plan development; • A clear and detailed approach to developing an Action Plan that contains all required components as described in Table 1 of the NOFO, with a clear goal to engage with a variety of stakeholders to identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear and detailed description of the Action Plan scope of work to be performed; • A **very** clear and detailed description of the specific local roadway safety issues that necessitate Action Plan development; • A **very** clear and detailed approach to developing an Action Plan that contains all required components as described in Table 1 of the NOFO, with a clear goal to engage with a variety of stakeholders to identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.

Merit Criteria	Non-Responsive	Low	Medium	High
		low-cost, and innovative strategies for all road users.		
Supplemental Planning	The project is not connected to Supplemental Planning activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan and identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.	The project is expected to **moderately advance safety planning**, however **the narrative is missing** clear or detailed descriptions of **one** of the following components: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the Supplemental Planning scope of work to be performed; • A **very** clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A **very** clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.

Merit Criteria	Non-Responsive	Low	Medium	High
Demonstration Activities	The project is not connected to Demonstration Activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required	The project is expected to **moderately advance safety planning**, however the narrative **is missing one** of the following components: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact strategies for all road users;	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the scope of work for Demonstration Activities to be performed; • A **detailed** schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A **very** clear description of the roadway safety issues that necessitate the Demonstration Activities; • A **very** clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to identify evidence-based,

Merit Criteria	Non-Responsive	Low	Medium	High
		components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact strategies for all road users; • A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	• A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	high-impact strategies for all road users; • A **very** clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.

Merit Criterion #2: Safety Impact

DOT will assess the proposal's Safety Impact using two quantitative ratings that DOT will calculate based on materials provided in the Key Information Table, map, and nationally available data:

- The count of roadway fatalities from 2019-2023 data based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.[12]
- The fatality rate, which is calculated using a 5-year annual average from the total count of fatalities (based on FARS data or an alternative traffic crash dataset from 2019-2023) divided by the population of the applicant's jurisdiction based on 2020 population data from the U.S. Census. The rate should be normalized per 100,000 persons.[13]

Merit Criterion #3: Underserved Communities

DOT will assess the Underserved Communities merit criterion using one quantitative rating that DOT will calculate using the definition of Underserved Community in this NOFO and the mapped jurisdictions included in the application:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.[14]
- Population of a Census tract, either a tract that is an Underserved Community or not, must be based on 2020 U.S. Census data.

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[12] https://cdan.dot.gov/query

[13] https://www.transportation.gov/grants/ss4a/calculating-average-annual-fatality-rate-ss4a

[14] List of Areas of Persistent Poverty and Historically Disadvantaged Communities | US Department of Transportation

Selection Consideration: Budget Costs

DOT will assess the extent to which the budget and costs to perform the proposed activities are reasonable, necessary, and allocable based on 2 CFR § 200.404 and 405, and the extent to which the application delineates the breakdown of Federal funds requested between developing an Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan. DOT also will review whether costs are reasonable and adequate if the amount requested is under $100,000.

Selection Consideration: High Fatality Rates

To prioritize areas with the highest fatality rates, DOT may prioritize SS4A Planning and Demonstration Grant applications with a quantitative fatality rate of 17.5 fatalities per 100,000 persons or greater.[15]

Selection Consideration: No Prior SS4A Funding

DOT may prioritize SS4A Planning and Demonstration Grant applicants that have not received SS4A funding previously.

ii. Implementation Grant Merit Criteria

Implementation Grants have four required merit criteria: #1 Safety Need; #2 Safety Impact; #3 Implementation Costs, and #4 Engagement and Collaboration. An additional optional merit criterion #5 Supplemental Planning and Demonstration Activities is only required for Implementation Grant applicants requesting funds to conduct supplemental planning and/or carry out demonstration activities.

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[15] The 90th percentile threshold value of 17.46 was derived from the 5-year average (2018-2022) fatality rate for all counties with a population of 50,000+, and all cities with a population of 5,000+

DOT will evaluate application narratives against each of the merit criteria using the rubric table provided below. Individual ratings of **High, Medium, Low, or Non-Responsive** will be assigned to each merit criteria. Together, the individual merit criterion ratings will roll up into an overall application rating of Highly Recommended, Recommended, Acceptable, or Not Recommended.

Two additional factors will be used in the selection process: Project Readiness and Award Considerations. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan.

Implementation Grant Merit Criteria Rubric Table

Merit Criteria	Non-Responsive	Low	Medium	High
Safety Need	The narrative **does not address a safety problem** OR Project **negatively affects safety**	The narrative is **missing two** of the components below, **and/or** contains **insufficient information** to assess the project's safety need: • The safety problem to be addressed is well-articulated and is clearly supported by strong **data and analysis**, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user; • The locations of crashes and/or crash risk associated with the specific safety problem are **clearly described and displayed on a High Injury Network or equivalent map**; • **Safety risk is summarized** from risk models, hazard analysis, the identification of high-risk roadway features, road safety	The narrative demonstrates the proposal is addressing an existing safety problem, however the narrative is **missing one of the following components**: • The safety problem to be addressed is well-articulated and is clearly supported by strong **data and analysis**, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user; • The locations of crashes and/or crash risk associated with the specific safety problem are **clearly described and displayed on a High Injury Network or equivalent map**; • **Safety risk is summarized** from risk models, hazard analysis, the identification of high-risk roadway features, road safety	The narrative demonstrates the proposal is addressing a **substantial and documented safety problem**. The narrative addresses **ALL of the following components**: • The safety problem to be addressed is well-articulated and is clearly supported by strong **data and analysis**, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user; • The locations of crashes and/or crash risk associated with the specific safety problem are **clearly described and displayed on a High Injury Network or equivalent map**; • **Safety risk is summarized** from risk models, hazard analysis, the identification of high-

Merit Criteria	Non-Responsive	Low	Medium	High
		audits/assessments, near miss data, and/or other proactive safety analyses.	audits/assessments, near miss data, and/or other proactive safety analyses.	risk roadway features, road safety audits/ assessments, near miss data, and/or other proactive safety analyses.
Safety Impact	The projects and strategies **do not address the safety problem** OR **Project negatively affects safety**	The proposed projects and strategies are missing **more than four of the components** below **and/or** the narrative contains **insufficient information** to assess the project's safety need: • Are **primarily on a High Injury Network** or **address high-risk roadway features** correlated with severe crash types; • **Significantly reduce or eliminate** roadway fatalities and serious injuries involving various road users; • **Use low-cost, high-impact strategies** and projects over a wide geographical area; • **Use evidence-based, FHWA Proven Safety Countermeasures and/or NHTSA's Countermeasures that Work**, and/or other documented highly effective safety	The proposed projects and strategies align with and address an identified safety problem, however **the projects and strategies are missing three or four** of the following components: • Are **primarily on a High Injury Network** or **address high-risk roadway features** correlated with severe crash types; • **Significantly reduce or eliminate** roadway fatalities and serious injuries involving various road users; • **Use low-cost, high-impact strategies** and projects over a wide geographical area; • **Use evidence-based, FHWA Proven Safety Countermeasures and/or NHTSA's Countermeasures that Work**, and/or other documented highly	The proposed projects and strategies align with and comprehensively address the safety problem and provide **significant, documented, and data-driven safety benefits**. The proposed projects and strategies meet **at least five** of the following components and are addressed in the narrative: • Are **primarily on a High Injury Network** or **address high-risk roadway features** correlated with severe crash types; • **Significantly reduce or eliminate** roadway fatalities and serious injuries involving various road users; • **Use low-cost, high-impact strategies** and projects over a wide geographical area; • **Use evidence-based, FHWA Proven Safety Countermeasures**

Merit Criteria	Non-Responsive	Low	Medium	High
		countermeasures to significantly improve existing roadways; • **Measure safety** through models, studies, reports, proven noteworthy practices, or Crash Modification Factors (CMF); • Will have safety benefits that **persist over time;** • Incorporate **technologies** that promote safety.	effective safety countermeasures to significantly improve existing roadways; • **Measure safety** through models, studies, reports, proven noteworthy practices, or Crash Modification Factors (CMF); • Will have safety benefits that **persist over time**; • Incorporate **technologies** that promote safety.	**and/or NHTSA's Countermeasures that Work**, and/or other documented highly effective safety countermeasures to significantly improve existing roadways; • **Measure safety** through models, studies, reports, proven noteworthy practices, or Crash Modification Factors (CMF); • Will have safety benefits that **persist over time;** • Incorporate **technologies** that promote safety.
Implementation Costs	Cost information and/or fatality and serious injury information are **not provided**.	The costs for the implementation of the projects and strategies are missing **more than one** of the components below and/or **insufficient information** is provided to assess the reasonableness of costs for implementation of projects and strategies. • Costs are clearly itemized and summarized in a logical manner;	The costs for the implementation of the projects and strategies are summarized in the **supplemental budget and narrative** and are reasonable based on the projects/strategies being proposed, but the application is **missing one** of the following components: • Costs are clearly itemized and summarized in a logical manner;	The costs for the implementation of the projects and strategies are summarized in the supplemental budget and narrative. The applications addresses **ALL of the following components**: • **Costs are clearly itemized** and **summarized in a logical manner in the supplemental budget and narrative**

Merit Criteria	Non-Responsive	Low	Medium	High
		• Costs are reasonable based on the projects/strategies being proposed; • The projects and strategies make effective use of Federal funds to address locations with high fatalities proportionate to the amount of funding requested.	• Costs are reasonable based on the projects/strategies being proposed; • The projects and strategies make effective use of Federal funds to address locations with high fatalities proportionate to the amount of funding requested.	• Costs are reasonable and necessary based on the projects/strategies being proposed; • The projects and strategies make effective use of Federal funds to address locations with high fatalities proportionate to the amount of funding requested.
Engagement and Collaboration	The narrative **does not address** the engagement and collaboration criterion or there is a demonstrated lack of support for the project	The narrative is **missing more than two** of the following components **and/or** contains **insufficient information** to assess the engagement and collaboration benefits: • Ensures investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities; • Includes demographic analysis, both qualitative and quantitative, and stakeholder engagement as part of the project development and implementation process; • Includes or will include meaningful engagement with the public during all	General engagement is described that is not specific to the planning and implementation of the proposed projects/strategies. The narrative is **missing one or two** of the following components: • Ensures investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities; • Includes demographic analysis, both qualitative and quantitative, and stakeholder engagement as part of the project development and implementation process; • Includes or will include meaningful engagement	The narrative clearly demonstrates plans to ensure investment in the safety needs of underserved communities, as well as engagement with a variety of public and private stakeholders. The narrative has clear and direct evidence of engagement and collaboration in relation to the implementation of the proposed projects and strategies. The narrative addresses **ALL of the following components**: • Ensures investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities; • Includes demographic analysis, both qualitative

Merit Criteria	Non-Responsive	Low	Medium	High
		phases of the project such as planning, design, construction, and implementation; • Leverages partnerships within the applicant jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.	with the public during all phases of the project such as planning, design, construction, and implementation; • Leverages partnerships within the applicant jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.	and quantitative, and stakeholder engagement as part of the project development and implementation process; • Includes or will include meaningful engagement with the public during all phases of the project such as planning, design, construction, and implementation; • Leverages partnerships within the applicant jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.

Merit Criterion #5: Supplemental Planning and Demonstration Activities

Merit Criteria	Non-Responsive	Low	Medium	High
Supplemental Planning	The project is not connected to Supplemental Planning activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan and identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.	The project is expected to **moderately advance safety planning**, however **the narrative is missing** clear or detailed descriptions of **one** of the following components: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the Supplemental Planning scope of work to be performed; • A **very** clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A **very** clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.

Merit Criteria	Non-Responsive	Low	Medium	High
Demonstration Activities	The project is not connected to Demonstration Activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required	The project is expected to **moderately advance safety planning**, however the narrative **is missing one** of the following components: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the scope of work for Demonstration Activities to be performed; • A **detailed** schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A **very** clear description of the roadway safety issues that necessitate the Demonstration Activities; • A **very** clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to

Merit Criteria	Non-Responsive	Low	Medium	High
		components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact strategies for all road users; • A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	strategies for all road users; • A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	identify evidence-based, high-impact strategies for all road users; • A **very** clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.

Selection Consideration: Project Readiness

DOT will review and consider Project Readiness in application selection. Project Readiness focuses on the extent to which the applicant will be able to complete the full scope of work in the Implementation Grant application within five years of when the grant agreement is executed. This includes information related to required design and construction standards, as well as environmental, permitting, and approval processes. DOT also will review and consider how soon the applicant expects to be able to execute a grant agreement based on the project's readiness. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements;
- Includes information on activity schedule, required permits and approvals, the NEPA class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status (if applicable), public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans, and risk and mitigation strategies, as appropriate; and
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

2. Review and Selection Process

This section addresses the IIJA requirement to publish the methodology for evaluation in the NOFO, [16] including how applications advance through the evaluation process and the other considerations made during selection. DOT may utilize reviewers from within DOT or other

[16] *See* IIJA, Pub. L. 117-58, 135 Stat. 429, 816–17, § 24112(d)(4).

Federal agencies. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, Senior Review Team consideration and a final selection by the Secretary.

i. Eligibility Review

Teams of Department and contractor support staff will review all applications to determine eligibility based on the Eligibility Information in Section C. This process includes confirmation that the applicant is an eligible entity and has an active UEI. Applications will also be reviewed for completeness.

If DOT cannot confirm eligibility based on the above considerations, the applicant will be contacted and given an opportunity to provide clarifications and/or updated materials.

Eligible applications will be reviewed for merit based on the merit criteria in Section G.1.

The review teams will examine the locations of the applicants to identify if an applicant is requesting funds to develop an Action Plan in a geographic area that previously received SS4A funds to develop an Action Plan, as well as any potential overlap in geographic boundaries in funding requests for FY 2026. DOT will assess the extent to which the application to develop an Action Plan is duplicative of existing or proposed activities and reserves the right to advise applicants with duplicative funding requests to consolidate their efforts as one multijurisdictional group prior to receiving an award. DOT may decline to fund duplicative applications irrespective of their individual merits. Planning and Demonstration Grant Review and Selection Process

ii. Planning and Demonstration Grant Review and Selection Process

Overall Selection Process and Ratings

All eligible SS4A Planning and Demonstration Grant applications receive a Merit Criteria Review to see how well the project described in the application aligns with the Safety Context

merit criterion listed in Section G.1.i. DOT staff will evaluate the significance of the benefits and the extent to which the proposal is likely to achieve the benefits described in the application.

For Merit Criteria #1 Safety Context, each eligible Planning and Demonstration Grant application narrative will be reviewed for its merit based on the Safety Context merit criteria in Section G.1.i. Each application narrative will be reviewed and assessed, and then receive a rating of **Highly Recommended, Recommended, Acceptable, or Not Recommended**. Applications that do not address Merit Criteria #1 Safety Context are deemed "not qualified" and will not be considered for award.

For Merit Criteria #2 Safety Impact and #3 Underserved Communities, the review team will rate eligible applications numerically based on information provided in the application materials and nationally available data.

Safety Context Criterion Rating Methodology

Each Planning and Demonstration Grant application is reviewed to determine which eligible activities are included in the proposal – developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan.

Each component is assigned a rating of High, Medium, Low, or Non-Responsive, according to the rubric table in Section G.1.i. The individual ratings are tallied to calculate an overall merit rating of: **Highly Recommended, Recommended, Acceptable, or Not Recommended** based on the table below.

Safety Context Component Ratings (Update/New Action Plan, Supplemental Planning, Demonstration Activities)	Overall Criteria #1 Safety Context Rating	Justification
All "High"	Highly Recommended	Consistent excellence across all proposed activities.
Mixed "High" and "Medium"	Highly Recommended	The application shows strong merit; minor weaknesses in some activities do not outweigh primary goals. **If more than 1 element is rated "Medium", then the overall rating is "Recommended."**
"High" and "Low"	Recommended	A "Low" in any activity (like Demonstration Activities) suggests a lack of readiness that prevents a "High" overall rating. **If more than 1 element is rated "Low", then the overall rating is "Acceptable."**
All "Medium"	Recommended	Solid application that meets all basic requirements.
Two or more "Low"	Acceptable	A "Low" in more than one category demonstrates a lack of readiness/clarity about the project being proposed.
All "Low"	Acceptable	Insufficient information is provided.
Any "Not Responsive"	Not Recommended	Fails to meet the basic requirements of the NOFO.

iii. Implementation Grant Review and Selection Process

Overall Selection Process and Ratings

All eligible Implementation Grant applications receive a Merit Criteria Review to see how well the project described in the application aligns with the merit criteria listed in Section G.1.ii: #1 Safety Need; #2 Safety Impact; #3 Implementation Costs; and #4 Engagement and Collaboration. Based on the individual merit criterion ratings, DOT will assign an overall application rating of **Highly Recommended, Recommended, Acceptable, or Not Recommended** based on the evaluation team consensus discussion, and using the rubric table below. The merit criteria are weighted according to importance.

Implementation Grant applications that include supplemental planning or demonstration activities will also be reviewed for criterion #5 Supplemental Planning and Demonstration Activities, but it will not affect the overall Implementation Grant rating. Instead, DOT will use the information to determine whether the supplemental planning and/or demonstration activities should be funded as part of the overall project. DOT is more likely to fund, as part of an overall implementation project, supplemental planning and demonstration activities that rate well on criterion #5. Alternatively, DOT may award an Implementation Grant but exclude proposed supplemental planning or demonstration activities from the scope of the award if those activities were not rated well under criterion #5.

Implementation Grant Application Rating Methodology

Overall Merit Rating	Criteria Ratings
Highly Recommended	At least 3 of the 4 merit criteria ratings are "High". The Safety Impact rating must be "High." None of the merit criteria ratings are "Low" or "Non-Responsive"
Recommended	At least 2 of the 4 merit criteria ratings are "High" None of the merit criteria ratings are "Low" or "Non-Responsive"
Acceptable	Any combination of "High" and "Medium" not described above, and no more than 2 "Low" merit criteria ratings. None of the merit criteria ratings are "Non-Responsive." Safety Impact is not "Low."
Not Recommended	Ratings that do not fit the definitions of Highly Recommended, Recommended, or Acceptable.

Project Readiness Criterion Rating Methodology

All Implementation Grant applications will also receive a Project Readiness evaluation, as described below. The reviewers will use the application materials to assess the applicant's Project Readiness and will provide a rating of either "Likely" or "Unlikely" based on the table below.

Likely	Unlikely
Based on the information provided in the application and the proposed scope of the projects and strategies, it is likely the applicant can execute a grant agreement within 1 year and complete all projects and strategies within 5 years of grant agreement execution. Application provides information on NEPA status, utility relocation, right-of-way acquisition, and other project implementation requirements.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can execute a grant agreement within 1 year and complete all projects and strategies within 5 years of grant agreement execution. Application is missing information on NEPA status, and whether utility relocation and/or right-of-way acquisition is required.

iv. Senior Review Team Phase

The Senior Review Team (SRT), comprised of senior DOT officials, determines which highly rated Implementation Grant and Planning and Demonstration Grant applications will be advanced for selection by the Secretary. The SRT may consider the following when determining which applications to advance.

Favorable Considerations:

- Whether previous SS4A funding was awarded to the applicant to develop or update an Action Plan;
- Letters of support, especially from relevant stakeholders and Public Safety Agencies and associated Labor Unions representing First Responders;
- Higher percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in Census tracts designated as underserved communities as defined by this NOFO;[17]

[17] See the definition of Underserved Community in Section B, which includes U.S. Census tracts identified as Areas of Persistent Poverty.

- Applicants in a rural area;
- Geographic diversity of Implementation Grant award recipients;
- Principles from the DOT Order, Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities;
- Beautifying transportation infrastructure with context-appropriate design and/or child-friendly elements;
- At-grade highway rail crossing safety improvements (including railroad and rail transit);
- Truck Parking safety improvements with a clear roadway safety nexus;
- Applicants that best reflect the prioritization of reducing vagrancy as detailed in Executive Order 14321 "Ending Crime and Disorder on America's Streets."; and
- Whether an applicant has a Killed and Serious Injuries per $1 million in Federal funding rate that is high compared to other Highly Rated applications.

Less Favorable Considerations:

- Inclusion of infrastructure reducing level of service for vehicles or reducing access for emergency vehicles, delivery vehicles, and vehicles serving the disabled;
- Inclusion of automated traffic enforcement, except in work zones, school zones, or cameras affixed to school buses; and
- Inclusion of new dedicated bicycle lanes that reduce vehicular capacity or impair movements.

Among well-rated applications, the SRT may prioritize Planning and Demonstration Grant applicants and jurisdictions that have not received prior SS4A funding, as described in Section

G.1.i: Selection Consideration; the SRT may also prioritize Implementation Grant applicants and jurisdictions that did not receive an SS4A Implementation Grant in previous funding rounds.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards. The Secretary makes final selections of applications that best address program requirements and are most worthy of funding.

If insufficient merit-worthy applications for Planning and Demonstration Grants are received for DOT to award the full 30 percent of funding set aside for the planning and demonstration grants, the SRT may redirect any such surplus funding toward merit-worthy Implementation Grants.

FY 2026 SS4A applications advanced by the SRT to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into future potential SS4A rounds, subject to authorization and appropriations, and considered by the SRT for advancement to the Highly Rated List, along with other applications eligible for advancement to the Highly Rated List.

Planning and Demonstration Grant Senior Review Team Phase

Once every Planning and Demonstration Grant application has been reviewed based on the methodology above, all applications with a **Highly Recommended** or **Recommended** Safety Context rating will be included in a list of Applications for Consideration by the SRT. If the total funding request for Planning and Demonstration Grants exceeds the funding available, the SRT will consider quantitative merit criteria ratings for **#2 Safety Impact** and **#3 Underserved Communities** as well as applicants that meet the criteria for Award Considerations.

Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all "Highly Recommended" applications will be included in a list of Applications for Consideration by the Secretary. The SRT will review all "Highly Recommended" applications that received an "Unlikely" project readiness rating, and either remove those applicants from the Applications for Consideration or recommend a reduced scope to remove components that reduced the project's readiness, so that if awarded the applicant would be likely to execute a grant agreement within one year and complete the scope of work within five years of the grant agreement execution. The Secretary will consider the applications with a reduced scope due to the "Unlikely" project readiness rating in the same way as applications with a "Likely" rating.

In addition, to ensure the funding awards align to the extent practicable with the program goals, the SRT may review and call up "Recommended" applications for substantial safety benefits. SRT-identified "Recommended" applications with substantial safety benefits that would otherwise be added to the Applications for Consideration will also receive a SRT project readiness review similar to all "Highly Recommended" applications.

For applications that would not otherwise be included on the list of Applications for Consideration, the SRT may include applications with supplemental planning and demonstration activity funding that received a "High" or "Medium" rating for merit criterion #5 Supplemental Planning and Demonstration Activities. The SRT may recommend to the Secretary that DOT fund a reduced scope of only the supplemental planning and demonstration activities for these applications.

Risk Review

Pursuant to federal statute and regulation, DOT is required to review eligibility and financial integrity information for applicants, available in databases designated by the Office of Management and Budget (OMB), prior to making a Federal award.[18]

DOT is required to review the responsibility and qualification records available in the non-public segment of SAM prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134, over the period of performance. An applicant can review and comment on any information in the responsibility/qualification records available in SAM.

When assessing risk, DOT will consider:

- ***Financial stability.*** The applicant's record of effectively managing financial risks, assets, and resources;
- ***Management systems and standards.*** Quality of management systems and ability to meet the management standards prescribed in this part;
- ***History of performance.*** The applicant's record of managing previous and current Federal awards, including compliance with reporting requirements and conformance to the terms and conditions of Federal awards, if applicable;
- ***Audit reports and findings.*** Reports and findings from audits performed under subpart F or the reports and findings of any other available audits, if applicable; and

[18] *See* Payment Integrity Information Act of 2019, Pub. L. 116-117, 134 Stat. 113; 31 U.S.C. § 3354 (the "Do Not Pay Initiative"); 41 U.S.C. § 2313; and 2 CFR § 200.206.

- ***Ability to effectively implement requirements.*** The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients of Federal awards.

Before making decisions in the risk review required by § 200.206, DOT will consider any comments by the applicant, along with information available in the responsibility/qualification records in SAM.gov.

H. Federal Award Notices

The Secretary will announce awards no later than 270 days after issuing the NOFO. Following the evaluation outlined in Section G, the Secretary will announce awarded applications by posting a list of selected recipients at https://www.transportation.gov/grants/SS4A. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, DOT will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement unless the applicant notifies DOT of a changed contact via SS4A@dot.gov.

1. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2026 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement and may not be used as matching funds. If authorized by DOT in writing, Implementation Grant award recipients may incur pre-award costs for NEPA and design

activities, and these expenses may count toward match or cost share. Applicants who expect to request pre-award authority must clearly articulate such request in the application. DOT will determine whether such pre-award costs may be counted toward match or cost share on a case-by-case basis. All SS4A funds must be expended within five years after the grant agreement is executed.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis; and at DOT's discretion alternative funding arrangements may be established on a case-by-case basis.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with applicable executive orders and the regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the OMB. In complying with these requirements, recipients must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

I. Post-Award Requirements and Administration

1. Administrative and National Policy Requirements

i. Compliance with Federal Law and Policies

Except where prohibited by court order, the applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds.

ii. Federal Anti-Discrimination

Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, as a condition of grant award, each Recipient must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31, United States Code.

Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, as a condition of grant award, each Recipient must certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

iii. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR Part 21), the ADA, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community

Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321. Obligation of Federal funds for final design, right-of-way acquisition, utility relocation, and/or construction will not occur until NEPA approval is received. In these cases, the grant agreement will require a partial obligation of Federal funding until NEPA approval is obtained and a grant agreement amendment to obligate additional funding after NEPA approval is received and documented.

v. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects and demonstration activities are subject to the Build America, Buy America Act as clarified in OMB Memorandum M-24-02.[19] Projects under this notice are subject to the domestic preference requirement at section 70914 of the Build America, Buy America Act. DOT expects all recipients to comply with this requirement.

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[19] *See* IIJA, Pub. L. No. 117-58, Div. G, Title IX, Subtitle A, 135 Stat. 429, 1298, § 70914 (2021). For additional information and guidance on section 70914, see OMB-24-02, available at: https://www.whitehouse.gov/wp-content/uploads/2023/10/M-24-02-Buy-America-Implementation-Guidance-Update.pdf.

vi. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with a free and fair choice to join a union in project construction and in on-going operations and maintenance, and promote cost-effectiveness and open competition through union participation and the use of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs.

vii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber threats, consistent with the National Security Memorandum (NSM-22) on Critical Infrastructure Security and Resilience, and the National Security Memorandum on Critical Infrastructure Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by DOT and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds.

viii. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200 as adopted by DOT at 2 CFR Part 1201. In addition, as permitted under the requirements described above,

applicable Federal laws, rules, and regulations of the relevant operating administration (*e.g.*, the Federal Highway Administration) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under DOT's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant administration to ensure compliance with all applicable laws and regulations. Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to assisting award recipients through the process of securing a grant agreement and delivering both Planning and Demonstration Grant activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

2. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities for award recipients include quarterly program performance reports using the Performance Progress Report (PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).[20]

[20] https://www.grants.gov/forms/post-award-reporting-forms.html

Budget and recipient performance information will be gathered on a quarterly basis in PPR. To fulfill the data collection requirements and in accordance with the DOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.[21,] Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. Applicants are expected to account for data and performance reporting in their budget submission.

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

All award recipients shall submit a final report not later than 120 days after the end of the period of performance. A link to submit this report electronically will be provided by the Operating Administration (FHWA, FTA, or NHTSA) administering your grant. The content of the final report includes:

- The costs of each eligible project and strategy carried out using the grant;
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities must also provide:

- Safety performance data, including total fatalities and serious injuries, and fatalities by road user category, and other outcomes and benefits in the project location(s);
- Information about project location(s).

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[21] https://doi.org/10.21949/1520559

Award recipients that develop, complete, or enhance an Action Plan must provide information to support that the Action Plan satisfies each of the required Action Plan components listed in Table 1: Action Plan Components.

Award recipients carrying out demonstration activities must also:

- Measure potential benefits through data collection and evaluative activities, and
- Report to DOT how the demonstration activities informed an Action Plan's list of projects and strategies and future implementation.

iii. General Reporting Requirement (Federal Share of SS4A Funds Over $500,000)

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in Section I.2.iv: "Proceedings About Which Recipients Must Report" of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No.110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. In addition, if applicable, funding recipients must be in compliance with the audit requirements in 2 CFR Part 200, Subpart F.

iv. Proceedings About Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- Is one of the following—
    - A criminal proceeding that resulted in a conviction;
    - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    - An administrative proceeding that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    - Any other criminal, civil, or administrative proceeding if—
        - It could have led to an outcome described in one of the three examples cited above;
        - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
        - The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- ***Reporting Procedures.*** Enter the required information in SAM for each proceeding described in paragraph (b) of this award term. Recipients do not need to submit the information a second time under grants and cooperative agreements that the recipient received if already provided the information in SAM because the recipient were required to do so under Federal procurement contracts that the recipient was awarded.

- ***Reporting Frequency.*** During any period of time when the recipient is subject to the general reporting requirement, the recipient must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that the recipient has not reported previously or affirm that there is no new information to report. If the recipient has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the recipient must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- ***Definitions.*** For purposes of this Notice—
    - Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
    - Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
    - Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

3. Program Evaluation

DOT intends to measure safety outcomes through a combination of grant agreement activities and data collections, including DOT data collections already underway and program evaluations separate from the individual grant agreements in accordance with Section D.4. Pursuant to 5 U.S.C. § 311, Program Evaluation is "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Recipients and subrecipients are encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress. Allowable data and evaluation costs are specified in 2 CFR § 200.455(c). As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. Grant recipients must agree to: (1) make records available to the evaluation contractor or DOT agency staff; (2) facilitate and provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT agency staff.

J. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, DOT intends to publish a list of all applications received along with the names of the applicant organizations and a few relevant data fields from the application. DOT may share application information within DOT or with other Federal agencies if DOT determines the applicant could benefit from Federal technical assistance programs, or that sharing is relevant to the respective program's objectives.

2. Department Feedback on Applications

DOT strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 30 days after the selected funding recipients are publicly announced on https://www.transportation.gov/grants/SS4A.

3. Grant Application Resources

DOT will provide resources to help interested applicants understand the different DOT competitive grant programs through webinars, frequently asked questions, templates, and other materials provided on the SS4A program website https://www.transportation.gov/grants/SS4A. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's competitive grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.

Grant Application Review Form

Name of the grant: Safe Streets for All - Roadway Striping and Signage Management Plan

Grant application deadline: 5/26/26 This grant application is: ☑ New ☐ Grant Continuation

Funding/project period: Start Date: 2028 End Date: 2032

CFDA # for grant, if applicable. If not applicable, please note N/A: _____

Purpose of the grant: (provide project summary and include the department mission/goals or City Strategies it relates to)

The grant will provide planning funding for the development of a citywide Pavement Marking and Sign Safety Management Plan to directly implement the WilCo Safety Action Plan.

What will the funds be use for? (i.e. personnel costs, construction, design, equipment, etc..)

The planning activity will produce a condition inventory, establish retroreflectivity thresholds and replacement cycles consistent with federal requirements, and identify corridors where visibility deficiencies present the greatest safety exposure.

Who is providing the funds? US Department of Transportation
(i.e., name of Federal Awarding Agency or Pass-thru Agency)

Which of the following are these funds considered? If Other, please identify.

☑ Federal ☐ State ☐ Other: _____

Estimated grant funding amount: $ 1,092,500.00

Are matching funds required? ☑ Yes ☐ No

If yes, please complete the following:

Match % 20

Match $ 218,500.00

Funding source of match: Fund 203 (Street Maintenance) Federal funding is $874K. Local match is $218.5K; total is $1,092,500.00

Will the City be a direct recipient or subrecipient of the grant funds? ☑ Direct Recipient ☐ Subrecipient

Are ongoing operational costs anticipated once the grant funds are depleted? ☐ Yes ☐ No

If Yes, has the Budget Team been notified? ☑ Yes ☐ No

Please print, sign, and return this form to the grants contact in the Finance Department

Nat Waggoner, PMP, AICP
Department Contact (Print)

Transportation Coordinator
Department Contact Title

[signature]
Department Director Signature

04/28/2026
Date Signed

(This section to be completed by the Finance Department)

Reviewed by Accounting

Date Received/Reviewed

Reviewed by Budget

Date Received/Reviewed

GRANT BUDGET REQUEST

Attachment C

Please only fill out the cells shaded in blue. Please follow the prompts in Column B to answer the data requirements in Column C and D. Some of the information is required via a drop down menu, while your information is free form. To open up a budget request, simple hit the "+" on the left of the spreadsheet. As you fill out request, they will appear in the "Changes" Column on the Base Budget Worksheet Tab.

	Budget Request Information	Information/Amounts	Notes
	Requestor Name:	Nat Waggoner	
	Budget Request Title:	Pavement Marking and Sign Safety Plan	
	Departmental Priority Rank		
	Council Focus Area	Create a strategy to increase mobility	
	Implementation Date	FY28	
	FULL TIME Personel Information		**Notes**
	Requesting New Full Time Staff?	No	
	Move to Next Step		
	Move to Next Step		
	Move to Next Step		
	How Much Overtime Money Is Needed?		
	100-5-XXXX-50-100 SALARIES	-	
	100-5-XXXX-50-105 PART TIME SALARIES	-	
	100-5-XXXX-50-110 OVERTIME	-	
	100-5-XXXX-50-200 TAXES, SOCIAL SECURITY	-	
	100-5-XXXX-50-201 WORKER'S COMP	-	
	100-5-XXXX-50-300 GROUP INSURANCE	-	
	100-5-XXXX-50-301 RETIREMENT	-	
	PART TIME Personel Information		**Notes**
	Requesting New Part Time?		
	Move to Next Step		
	Part TimeTMRS Position?		
	Vehicle Information		**Notes**
	Does this Request have a Fleet Impact?		
	Move to Next Step		
	Move to Next Step		
	Move to Next Step		
	Operations & Capital Information		**Notes**
	Select an Account if Needed	FUND 203 - Street Maintenance	
	Select an Account if Needed		
	Select an Account if Needed		
	Select an Account if Needed		
	Select an Account if Needed		
	Select an Account if Needed		
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	Select an Account if Needed		
	Justification		
	Please write why your department needs this request in the cell and only this cell. Your response is not limited to a word count. If your response is longer than this text box shows, that is perfectly fine BUT PLEASE DO NOT ADJUST THE SIZE OF THE BOX. When we aggregate the data, all of your justification narrative will be captured - I promise. Now you can delete all this text and replace it with why you need this particular thing.	**Fund 203 (Street Maintenance) Federal funding is $874K. Local match is $218.5K; total is $1,092,500.00**	**$ 1,092,500**
Pavement Marking and Sign Safety Plan - Budget Request			1,092,500
Budget Request			

Lua Saluone, P.E.
Department Contact Name/Title

Department Director Signature **Date Signed** 04/28/2026

Finance Department Signature **Date Signed**

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Water Supply Term Sheet with Recharge Water, L.P.

SUGGESTED ACTION:
Consideration and possible action to execute a water supply term sheet with Recharge Water, L.P. for the purchase of up to 34,000 acre feet of water per year -- Caroline Stewart, Strategic Projects Manager, Laurie Brewer, Assistant City Manager

ITEM SUMMARY:
At City Council's direction in mid-2025, staff has been negotiating with Recharge Water, LP for the purchase of up to 34,800 acre-feet per year (AFPY) of groundwater from the Simsboro formation of the Carrizo-Wilcox Aquifer. The parties have now reached agreement on all significant issues, formalizing those points in a detailed term sheet that forms the backbone of the final water supply agreement, which will be executed subsequently.

This term sheet constitutes a major step toward the City's efforts to procure long-term, sustainable water for Georgetown. The terms of the proposed agreement are being discussed in workshop. The key features include water supply on a take-or-pay basis for an initial term of 30 years with multiple renewal options. Recharge will build the wells and transportation pipeline to deliver water to Circleville, and the City will build the pipeline to bring the water into the City's service territory. The City will not begin paying reservation fees for the water until the final supply agreement is signed later this year.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Caroline Stewart, City Manager's Office

ATTACHMENTS:
Recharge-Georgetown Term Sheet (2026.5.8).pdf

Term Sheet – Recharge Water LP and City of Georgetown, Texas

This non-binding term sheet ("Term Sheet") sets forth the general terms and conditions pursuant to which Recharge Water, LP ("Recharge") would furnish the City of Georgetown, Texas ("Georgetown") a wholesale supply of potable groundwater for municipal use. Recharge and Georgetown are individually a "Party" to this Term Sheet and together are the "Parties" hereto. Specifically, this Term Sheet is intended to outline the proposed terms for the construction of water production and transmission infrastructure to enable Recharge to develop, sell and deliver to Georgetown up to 34,800 acre-feet per year ("AFPY") of potable water (34,800 AFPY being the "Contract Quantity") at a point of delivery to be specifically identified by Georgetown at Circleville, Texas (collectively, "the Project"). This Term Sheet sets forth the basic terms of a definitive agreement between the Parties ("Definitive Agreement") for the Project and is intended to facilitate the development of a Definitive Agreement. This Term Sheet is not intended to and does not to include all material and essential terms of a Definitive Agreement, leaving those terms to future negotiations between the Parties.

Attachment A:

The Parties stipulate that Attachment A to this Term Sheet contains trade secrets and confidential commercial or financial information obtained by Georgetown from Recharge the disclosure of which would cause substantial competitive harm to Recharge, and that Attachment A constitutes information submitted to Georgetown by Recharge, a potential vendor, that contains confidential or proprietary information within the meaning of Texas Government Code Section 552.1101, the disclosure of which would give an advantage to a competitor of Recharge.

Water Rights and Project Overview:

Recharge has Operating and Transport Permits issued by the Lost Pines Groundwater Conservation District ("Lost Pines GCD") authorizing aggregate production of up to 46,000 AFPY from 14 permitted wells (7 in Lee County and 7 in Bastrop County), together with groundwater leases in Lee and Bastrop Counties (the "Water Rights"). Recharge's Transport Permits authorize delivery of up to 46,000 AFPY to Hays, Travis and Williamson Counties. Recharge has a separate project with wholesale customers for 10 million gallons per day ("MGD"), or approximately 11,200 AFPY, from two existing groundwater production wells in Lee County, Texas. Additional production wells would be drilled as needed to serve Georgetown exclusively, except for a back-up well that may be used to provide water to both Georgetown and other Recharge customers. Georgetown will only be responsible for its proportionate share of any capital and operating and maintenance expenses incurred with respect to the backup well. The Parties have agreed that the required delivery volumes will be phased such that the full Contract Quantity will not be delivered until 2038.

Material Terms and Conditions:

Take-or-Pay Water. Recharge will reserve for and deliver to Georgetown, and Georgetown will purchase the Contract Quantity of groundwater from Recharge on a take-or-pay basis (the "Take-or-Pay Water") at the rate and on the terms described below.

1. Delivery Point – Recharge will deliver the Contract Quantity of potable water to the Delivery Point identified by Georgetown near Circleville, Texas.

2. Take-or-Pay Water Delivery Schedule – Deliveries of Take-or-Pay Water to Georgetown are proposed to occur on the following schedule (quantities in AFPY):

Phase	Delivered Qty	Delivery Date	Reserved Water Qty
0	0	Upon Execution	34,800
1	13,800	2030	21,000
2	24,800	2033	10,000
3	34,800	2038	0

The Definitive Agreement will establish specified "Delivery Commencement Dates" (based on the above table or as otherwise agreed by the Parties) for the commencement of Recharge's obligation to deliver and Georgetown's obligation to pay for Take-or-Pay Water for each Phase. The Delivery Commencement Date for Phase 1 shall be no sooner than June 1, 2030 in the Definitive Agreement. Except for shortfalls or delays resulting from Force Majeure and Emergency Conditions (as the definition of each such term will be agreed upon by the Parties and set forth in the Definitive Agreement), in the event Recharge fails to commence delivery of Take-or-Pay Water to the Delivery Point at the volume required on each such Delivery Commencement Date as established in the Definitive Agreement, then Georgetown will receive a credit for the amount of required water that is not made available by Recharge at the Delivery Point during the period of delay as described below in Section 18 (*Failure to Make Available Take-or-Pay Water*). Georgetown's exclusive remedies for an extended delay are set forth below in Section 18 (*Failure to Make Available Take-or-Pay Water*) and Section 19 (*Recharge Events of Default*). Recharge will receive an extension of the Delivery Commencement Date for each Phase required due to the occurrence of Force Majeure and Emergency Conditions, which will not include conditions occurring due to Recharge fault (*i.e.*, breach of the Definitive Agreement, willful misconduct, or a negligent act or omission of Recharge); provided, however, that such extension shall be the only relief afforded Recharge as the costs and expenses associated with all risks related to construction of the Project will be allocated to Recharge as its entire and exclusive responsibility and Recharge will not be entitled to any additional compensation from Georgetown for such risks.

3. Reservation Fees – Commencing upon the effective date of a Definitive Agreement, Recharge will reserve the Contract Quantity for the exclusive use of Georgetown at an annual cost as set forth in Attachment A ("Reservation Fee") that is not subject to change in later Phases except as modified by CPI adjustments as described below in this Section.

The Reservation Fee shall be based on the annual period commencing October 1 and ending the following September 30 ("Contract Year") and shall be prorated for any partial Contract Year. Georgetown will pay 1/12th of the annual Reservation Fee on a monthly basis following the effective date of the Definitive Agreement following receipt of an invoice from Recharge, except that the monthly Reservation Fee for any partial Contract Year will be paid by dividing the annual Reservation Fee by the number of months during such period instead of payment on a 1/12th basis. Reservation Fees will be payable for water reserved for delivery in the Phases set forth above (*i.e.*, for each year in Phase 0, Reservation Fees will be due for the 34,800 AFPY reserved; for each year in Phase 1, Reservation Fees will be due for the 21,000 AFPY reserved; for each year in Phase 2, Reservation Fees will be due for the 10,000 AFPY reserved until Phase 3 commences; and, for the avoidance of doubt, no Reservation Fees will be payable in Phase 3). Reservation Fees for any years in which a Phase begins and ends shall be pro-rated. The Reservation Fee amount will be adjusted each October 1st following the effective date of the Definitive Agreement based upon changes in the Consumer Price Index – All Urban Consumers (CPI – U, U.S. City Average, 1982-1984=100), as published by the Bureau of Labor Statistics of the US Department of Labor, South Region; except that, the first such adjustment shall be prorated to reflect the number of days elapsed between the effective date of the Definitive Agreement and the following October 1 (*e.g.*, if the effective date of the Definitive Agreement is September 1, and the 12-month change of the above-stated CPI measure from October of the prior year was 2.5%, that figure would be reduced by 30/365 or 8% for a total 0.2% adjustment on the first October 1 following the effective date of the Definitive Agreement). In the event that a CPI adjustment of the Reservation Fee based on the foregoing measure would exceed 5%, the amount exceeding 5% would be added through five approximately equal increments in addition to the CPI adjustment due in the five subsequent years such that Recharge realizes the full economic value of actual increases in CPI; provided, however, that during the last five Contract Years of the term and the renewal term, the amount exceeding 5% in a Contract Year will be added through equal increments during each year remaining in the applicable term following such Contract Year.

In the event of a regulatory curtailment that reduces the amount of water that can be delivered by Recharge to Georgetown to an amount less than the Contract Quantity, the Reservation Fees payable by Georgetown shall be reduced commensurately and only be payable to the extent of reserved water that is available to be delivered by Recharge to Georgetown.

4. Water Quality – Water provided by Recharge to Georgetown will meet the primary and secondary standards for drinking water quality established by the Texas Commission on Environmental Quality ("TCEQ"), except regarding iron if there is a determination that the secondary standard for iron will be exceeded and Georgetown determines to not amend the Phase 1 scope of capital work to include iron removal as set forth below. If Georgetown elects, in its sole discretion, to fund Recharge's drilling of test wells during the initial diligence/design development stage of the Definitive Agreement and it is then determined to Georgetown's satisfaction, acting reasonably, that the iron content in the groundwater will exceed the secondary standard limit for iron, then the Parties may agree to an

amendment to the Definitive Agreement reflecting the scope, and substantiated capital and operating cost adjustments, necessary to meet the secondary standard for iron. In the event Georgetown elects not to fund Recharge's drilling of test wells during the initial diligence/design development stage, and during construction Recharge determines that the groundwater will exceed the secondary standard for iron, Georgetown may elect to amend the Phase 1 scope of capital work to include iron removal. In that event, Georgetown acknowledges that: (i) the Capital Charge component of the Rate will be adjusted commensurate with the additional substantiated capital costs; and (ii) additional substantiated operating costs will be included in the pass-through O&M Expenses described below in Section 8 (*Operations and Maintenance*). If Recharge establishes during construction to Georgetown's satisfaction, acting reasonably, that the groundwater exceeds the secondary standard for iron, and Georgetown elects to forego construction of iron removal facilities, Recharge shall be relieved of compliance with the iron content secondary standard.

Georgetown has no obligation to accept from Recharge any Take-or-Pay Water that is produced by Recharge and made available to Georgetown that: (i) does not meet primary and secondary drinking water standards, except with respect to iron if Recharge is relieved of compliance with the iron content secondary standard as set forth in the preceding paragraph, for drinking water quality established by TCEQ as demonstrated by test results produced by a third-party laboratory accredited by the National Environmental Laboratory Accreditation Program; (ii) presents a risk to public health or safety; or (iii) has the potential to materially damage or destroy Georgetown or private property or create an imminent need to clean, repair, replace or restore any such property. Georgetown also has the right in its discretion to immediately cease taking delivery until Recharge has corrected such non-compliance. Any such water that is not accepted by Georgetown shall constitute Take-or-Pay Water that is not made available by Recharge at the Delivery Point and Georgetown will receive a credit for the amount of such water as described below in Section 18 (*Failure to Make Available Take-or-Pay Water*). Any such water that is accepted by Georgetown after discovery of the non-compliance shall constitute Take-or-Pay Water that is made available by Recharge at the Delivery Point except that Georgetown will pay for such water at a reduced Rate based on: (i) the percentage the delivered water is off-specification from the applicable primary water quality standard; and (ii) one-half the percentage the delivered water is off-specification from the applicable secondary water quality standard. The preceding calculation will take into consideration each of the water quality standards so if there are 10 primary water quality standards and the delivered water is off-specification for a single primary water quality standard the reduced rate would be based on the 10% portion attributable to that primary water quality standard. For example, if delivered water is off-specification by 25% for such primary water quality standard, the Rate would be reduced by 2.5% (i.e., 25% of the 10% portion attributable to that primary water quality standard). Other Georgetown remedies are also available (Recharge must pay any fines resulting from the non-compliant water delivered by Recharge, assist with public communications, correct and prevent reoccurrence, etc.).

Recharge's obligations with respect to water quality shall be measured at the Delivery Point, and, if the water delivered by Recharge at the Delivery Point meets the water quality

standards stated above in this Section, Georgetown shall, to the extent permitted by applicable law, hold Recharge harmless from any water quality non-compliance resulting from Georgetown's actions or inactions as a consequence of Georgetown's blending of water from multiple sources after the Delivery Point.

5. Establishing the GMP for Each Phase – Following the execution of the Definitive Agreement, Recharge will engage expert Project partners in engineering and hydrology to design the Project, and will select an infrastructure general contractor on a construction manager at risk ("CMAR") basis to assist with Project pre-construction services, then provide a guaranteed maximum price ("GMP") contract for Phase 1 of the Project. Recharge will transparently, promptly and comprehensively share all pricing information with Georgetown that forms the basis of the GMP as further described in the "Progressive Approach" section of Attachment B. The Definitive Agreement will include "off ramp" rights for Georgetown in the event the Parties cannot agree on a Phase 1 GMP. Georgetown must exercise its Phase 1 off ramp no later than 75 days from its receipt of the Phase 1 GMP, including all supporting pricing information, from Recharge. In the event Georgetown has not delivered written notice of its exercise of its Phase 1 off ramp by that time, its right to off ramp shall be deemed waived. If the Phase 1 off ramp right is exercised by Georgetown, Recharge will be entitled to keep all Reservation Fees paid by Georgetown prior to the date of termination of the Definitive Agreement and shall not be entitled to any additional compensation, reimbursement or damages.

   For Phases 2 and 3, Georgetown will have the right to elect not to proceed with each Phase if the Phase 2 GMP or Phase 3 GMP is deemed unsatisfactory by Georgetown. Georgetown must exercise its Phase 2 or Phase 3 off ramp no later than 75 days from its receipt of the GMP, including all supporting pricing information, for those Phases from Recharge. In the event Georgetown has not delivered written notice of its exercise of its Phase 2 or Phase 3 off ramp by that time, its right to off ramp for that Phase shall be deemed waived. In the event Georgetown executes a Phase 2 or Phase 3 off ramp, Recharge will be entitled to keep all Reservation Fees paid by Georgetown prior to such election and shall not be entitled to any additional compensation, reimbursement or damages; provided that Recharge has complied with the terms of the Definitive Agreement in developing the pricing. When exercising its off-ramp right for Phase 2 or Phase 3, Georgetown will also have the option to continue to pay Reservation Fees for a period not to exceed one year for the Take-or-Pay Water volumes associated with Phase 2 or Phase 3, or alternatively, to immediately release the amount of water reserved and no longer pay Reservation Fees for the non-reserved water in connection with such election. Recharge will be entitled to keep all Reservation Fees paid by Georgetown during any up to one-year extension periods.

   Georgetown will only be responsible for its proportionate share of any costs for Project infrastructure that will be used to provide water to both Georgetown and other Recharge customers that is included within the GMP for any Phase.

6. Financial Close – Financing for each Project phase will require a due diligence period for evaluation of hydrologic, engineering, construction and regulatory issues, resulting in the closing of financing for each Phase of the Project ("Financial Close"). Final Take-or-Pay

Water pricing for each Phase will be determined as of each Financial Close. The Definitive Agreement will establish specified "Financial Close Longstop Dates" by which Financial Close for each Phase will be required to occur after which Georgetown will have right to terminate the Definitive Agreement due to an event of default by Recharge. The Financial Close Longstop Date for Phase 1 in the Definitive Agreement shall be the date that is 720 days following execution of the Definitive Agreement.

Upon obtaining and proposing the GMP for each Phase of the Project and confirmation by Georgetown that it will not exercise its off ramp right, as described above in Section 5 (*Establishing the GMP for Each Phase*), Recharge will procure long-term debt to finance the Phase that shall comply with the following conditions ("Minimum Financing Requirements"), unless any such condition is waived by Georgetown:

a. Investment-grade credit rating;

b. Non-recourse to Georgetown;

c. Fixed interest rate;

d. Final maturity not less than 30 years from commencement of delivery of Take-or-Pay Water for the Phase;

e. Amortization profile that permits back loading; and

f. Reasonable financing fees, debt service reserves, working capital reserves, capitalized interest, and other financing-related costs and reserves may be included in the Capital Charge component of the Rate to the extent consistent with industry standards necessary to achieve an investment grade rating, and provided that any available debt service reserves will be applied to the final debt service payment and the final Capital Charge will be adjusted downward in the amount of the payment from such debt service reserves.

Georgetown shall have the following rights ("Financing Participation Rights"), in each case acting reasonably, to participate in the initial Recharge financing for Phase 1 and all future Recharge financings that impact the Rate (as defined below in Section 7 (*Rate*)):

a. Plan of Finance. Georgetown shall have the right to review and comment on the "Plan of Finance" which shall include: (i) debt instrument and borrowing terms including final maturity and amortization, (ii) terms for equity investment, if any, (iii) form of offering (*i.e.*, underwriting or private placement), and (iv) other elements relevant to the financing of each Phase's capital costs.

b. Credit Rating. Georgetown shall have the rights to (i) make recommendations as to the engagement of credit rating agencies, (ii) offer feedback in rating agency dialogue and meetings, and (iii) promptly review and comment on presentation materials and information requests from note purchasers subject to deadlines for responses.

c. Debt Underwriting / Placement. Georgetown shall have the rights to review and make recommendations with respect to: (i) underwriter/placement agent selection, as applicable, (ii) the selection of counsel, advisors and other parties to the financing, (iii) financing and disclosure documents; and (iv) proposed underwriting/placement terms (*e.g.*, interest rate, spread) on day of financing pricing. Georgetown shall also have the right to collaborate with Recharge and the underwriter/placement agent on determining the appropriate date for Financial Close based on market interest rate conditions.

Following receipt of an investment-grade credit rating for the proposed debt financing for a Phase meeting the Minimum Financing Requirements in advance of Financial Close, Recharge shall, in consultation with the underwriter/placement agent, as applicable, establish indicative financing pricing, including a reasonably anticipated interest rate, for the Phase and provide such indicative pricing with a description of the basis for the determination to Georgetown.

Georgetown will have the right to elect not to proceed with the Phase if the indicative rating and the estimated spread above the relevant Treasury maturities based upon that indicative rating is deemed unsatisfactory by Georgetown. Georgetown must exercise its off ramp no later than 7 days from its receipt of indicative financing pricing. In the event Georgetown has not delivered written notice of its exercise of its off ramp for the Phase by that time, its right to off ramp based on the indicative financing pricing shall be deemed waived. If the off ramp right for a Phase is exercised by Georgetown based on the indicative financing pricing, Recharge will be entitled to keep all Reservation Fees paid by Georgetown prior to such election and shall not be entitled to any additional compensation, reimbursement or damages.

In lieu of exercising its off ramp rights based on the indicative pricing for a Phase (including in the event interest rates temporarily spike due to unusual circumstances), Georgetown will have the option to delay Financial Close for the Phase and continue to pay Reservation Fees for a period not to exceed one year for the Take-or-Pay Water volumes associated with the applicable Phase(s), or alternatively, to immediately release the amount of water reserved and no longer pay Reservation Fees for the non-reserved water in connection with such election. Recharge will be entitled to keep all Reservation Fees paid by Georgetown during any up to one-year extension periods. If the delay is for longer than 90 days, Recharge shall have the right to reprice the GMP for the delayed Phase in accordance with above Section 5 (*Establishing the GMP for Each Phase*).

If the long-term debt financing for a Phase does not meet the Minimum Financing Requirements, then Recharge may not close on the financing without the written approval of Georgetown, given in its reasonable discretion. If Recharge does not achieve Financial Close meeting the Minimum Financing Requirements for a Phase by the applicable Financial Close Longstop Date, Georgetown will have right to terminate the Definitive Agreement due to an event of default by Recharge. Security for Recharge's commitment to achieve the Phase 1 Financial Close by the Financial Close Longstop Date is to be agreed upon by the Parties and set forth in the Definitive Agreement.

If, on or before the date of Financial Close for a Phase, interest rates spike due to unusual circumstances, including if the rate will exceed 25 basis points above the previously established indicative interest rate pricing, Georgetown shall have the right to elect not to proceed with the Phase or to delay Financial Close for the Phase. If Georgetown elects not to proceed with the Phase and exercised its off ramp right for such Phase, Recharge will be entitled to keep all Reservation Fees paid by Georgetown prior to such election and shall not be entitled to any additional compensation, reimbursement or damages.

In lieu of exercising its off ramp in the event interest rates temporarily spike due to unusual circumstances described above, Georgetown will have the option to delay Financial Close for the Phase and continue to pay Reservation Fees for a period not to exceed one year for the Take-or-Pay Water volumes associated with the applicable Phase(s), or alternatively, to immediately release the amount of water reserved and no longer pay Reservation Fees for the non-reserved water in connection with such election. Recharge will be entitled to keep all Reservation Fees paid by Georgetown during any up to one-year extension periods. If the delay is for longer than 90 days, Recharge shall have the right to reprice the GMP for the delayed Phase in accordance with above Section 5 (*Establishing the GMP for Each Phase*).

7. Rate – The "Rate" payable by Georgetown for Take-or-Pay Water deliveries is described below in this Section. The initial Rate for each Phase of Take-or-Pay Water deliveries will be established as of each Financial Close. Attachment B reflects the key variables, with informational assumptions that will be used to develop the pricing and rate. Actual construction costs, as stated in each GMP, and actual financing costs determined at each Financial Close, will be used to calculate the Capital Charge component of the Rate for each Phase at each Financial Close.

    a. The Rate will be broken down into the following two components: (i) Capital Charge (to reflect the debt service payable for the costs of construction, land acquisition, land acquisition services, engineering and construction administration, and broken down into sub-components for each Phase), and (ii) Groundwater Charge (to reflect the cost for groundwater agreed upon by the Parties set forth below in subsection (e) of this Section).

    b. The initial Groundwater Charge component is set forth in Attachment A and is not subject to change in later Phases except as modified by CPI adjustments as described below in this subsection. The Groundwater Charge will be adjusted each October 1st following the effective date of the Definitive Agreement based upon changes in the Consumer Price Index – All Urban Consumers (CPI – U, U.S. City Average, 1982-1984=100), as published by the Bureau of Labor Statistics of the US Department of Labor, South Region; except that, the first adjustment shall be prorated to reflect the number of days elapsed between the effective date of the Definitive Agreement and the following October 1 (*e.g.*, if the effective date of the Definitive Agreement is September 1, and the 12-month change of the above-stated CPI measure from October of the prior year was 2.5%, that figure would be reduced by 30/365 or 8% for a total 0.2% adjustment on the first October 1 following the

effective date of the Definitive Agreement). In the event that a CPI adjustment of the Groundwater Charge based on the foregoing measure would exceed 5%, the amount exceeding 5% would be added through five approximately equal increments in addition to the CPI adjustment due in the five subsequent years such that Recharge realizes the full economic value of actual increases in CPI; provided, however, that during the last five Contract Years of the term and the renewal term, the amount exceeding 5% in a Contract Year will be added through equal increments during each year remaining in the applicable term following such Contract Year.

c. The Capital Charge for each Phase shall be established as of the date of Financial Close and reflected in the Definitive Agreement by amendment. Upon repayment of indebtedness for each Phase, the sub-component of the Capital Charge applicable to that Phase will reduce to zero dollars. For example, assuming a 30-year financing term for Phase 1, the Phase 1 sub-component of the Capital Charge will reduce to zero dollars on the date that is 30-years following the commencement of Take-or-Pay Water deliveries for Phase 1 (subject to extension for Force Majeure or Emergency Conditions as described below in Section 18 (*Failure to Make Available Take-or-Pay Water*)) when the indebtedness for Phase 1 has been fully paid off.

d. In the event Recharge refinances Project indebtedness (the term of which shall not extend beyond the term of the debt being refinanced) that is reflected in the Capital Charge component of the Rate, then Georgetown is entitled to receive a 50% share of the net savings as a credit through a reduction in the Capital Charge component of the Rate). Recharge shall not refinance Project indebtedness without the prior written consent of Georgetown. Such consent will not be unreasonably withheld or delayed if the refinancing occurs after the commencement of Take-or-Pay Water deliveries for the Phase being refinanced, has no material and adverse effect on Recharge's ability to perform its obligations under the Definitive Agreement, and does not increase any liability or potential liability of Georgetown (unless Georgetown is specifically compensated for such liability or potential liability).

8. Operations and Maintenance – Recharge will provide operations and maintenance services ("O&M") in connection with production, transport and delivery of the Take-or-Pay Water to the Delivery Point. The Definitive Agreement will provide for Georgetown to pay Recharge for O&M Expenses (as defined below) on a pass-through basis as determined for each year by a standing panel ("O&M Budget Panel") that will determine the proper level of compensation for O&M Expenses for the upcoming Contract Year. The O&M Budget Panel will consist of no fewer than three panelists, with one panelist selected by Georgetown, the second selected by Recharge, and the third selected by the two other panelists; provided, however, that the final number of panelists and panel composition will be agreed upon by the Parties and set forth in the Definitive Agreement.

   Not later than June 1 of each year (beginning the June 1 preceding the Delivery Commencement Date for Phase 1), Recharge will submit to the O&M Budget Panel and

Georgetown a detailed estimate and explanation of estimated O&M Expenses in the upcoming Contract Year commencing October 1. The detailed estimate and explanation will include estimated O&M Expenses for the current Phase as well as for expansion of the Project for an upcoming Contract Year in which a new Phase is scheduled to be implemented. The O&M Budget Panel, no later than July 1, will make its determination as to the estimated O&M Expenses ("Budgeted O&M Expenses") that will be payable for deliveries of Take-or-Pay Water during the upcoming Contract Year. Georgetown will pay Recharge an "O&M Charge" equal to $1/12^{th}$ of the annual Budgeted O&M Expenses for each full Contract Year on a monthly basis beginning on the commencement of Take-or-Pay Water deliveries following receipt of an invoice from Recharge. The monthly O&M Charge for any partial Contract Year will be determined by dividing the Budgeted O&M Expenses by the number of months during such period instead of payment on a $1/12^{th}$ basis.

In the event Take-or-Pay Water is not made available by Recharge at the Delivery Point during a Contract Year, and Recharge is not excused for the shortfalls or delays as a result of Force Majeure and/or Emergency Conditions, Georgetown will receive a proportionate credit for the O&M Charge paid by Georgetown during the Contract Year based on the dollar value of the variable O&M Expenses that are not incurred by Recharge during the period of reduced delivery or non-delivery. The credit will be applied during the subsequent Contract Year through a monthly reduction in the amount payable by Georgetown for the O&M Charge equal to the credit divided by the number of months during the Contract Year.

Within 60 days after the end of each Contract Year on September 30, Recharge will provide to the O&M Budget Panel and Georgetown an annual O&M Expense settlement statement (the "O&M Expense Settlement Statement") setting forth the actual aggregate O&M Expenses, with cost substantiation thereof, incurred by Recharge with respect to such past Contract Year and a reconciliation of such amount with the O&M Charge amounts actually paid by Georgetown with respect to such Contract Year. The O&M Budget Panel shall determine the pass-through O&M Expenses that Recharge was entitled to receive in the preceding Contract Year (the **"**Actual O&M Expenses") with any appropriate adjustments (*e.g.*, reductions for expenses due to Recharge fault or risks assumed by Recharge). In the event that Actual O&M Expenses exceed the Budgeted O&M Expenses during the preceding Contract Year, Georgetown shall pay the difference to Recharge through a monthly increase in the amount payable by Georgetown for the O&M Charge equal to the difference divided by the number of months remaining during the Contract Year. In the event that Budgeted O&M Expenses exceed the Actual O&M Expenses during the preceding Contract Year, Recharge shall pay the difference to Georgetown through a monthly reduction in the amount payable by Georgetown for the O&M Charge equal to the difference divided by the number of months remaining during the Contract Year. The amount of any added underage amounts or reductions in amounts payable by Georgetown for the O&M Charge determined as part of an annual O&M Expense reconciliation process will not be included during the annual O&M Expense reconciliation process with respect to a subsequent Contract Year. To assist Georgetown in its annual budgeting process, Recharge will provide an estimated O&M Expense Settlement Statement on each June 1

concurrently with submittal of the detailed estimate and explanation of estimated O&M Expenses in the upcoming Contract Year.

The determination by the O&M Budget Panel as to the Budgeted O&M Expenses and Actual O&M Expenses shall be final and non-appealable to any forum. O&M Expenses incurred due to Recharge fault (*i.e.*, breach of the Definitive Agreement, willful misconduct, or a negligent act or omission of Recharge) or risks assumed by Recharge (*i.e.*, not incurred due to uninsured Force Majeure or Emergency Conditions) will not be compensable to Recharge. Georgetown will only be responsible for its proportionate share of any O&M Expenses incurred that are also allocable to other Recharge water customers.

After receiving each annual proposed estimate and explanation of estimated O&M Expenses in the upcoming Contract Year and each O&M Expense Settlement Statement from Recharge, the O&M Panel and Georgetown will have the right to audit Recharge's books, records and reports used for computing the estimated O&M Expenses and the actual O&M Expenses, respectively, during normal business hours at the location(s) where such books and records are kept or at such other place as the Parties and O&M Panel may agree, and to make copies thereof. Either the O&M Panel or Georgetown may elect to engage a regionally recognized accounting or consulting firm to perform the audit. Georgetown will maintain the confidentiality of any documents or records reviewed or generated in connection with its right to audit subject to the requirements of the Texas Public Information Act.

Georgetown will have the option, but not the obligation, to contract directly for the purchase of electric service for the Project as agreed in the Definitive Agreement. If Georgetown opts to not assume direct responsibility and liability for providing electric service for the Project, the pass-through O&M Expenses will include costs for electricity incurred by Recharge to provide Take-or-Pay Water and, as applicable, any volume of water in excess of the then effective Take-or-Pay Volume, to the Delivery Point. During negotiations of the Definitive Agreement, the Parties will discuss and incorporate any agreed upon mechanisms to ensure efficient operations and appropriate electricity usage for the Project, including Georgetown's ability to review plans and equipment during design to confirm appropriate sizing.

The pass-through "O&M Expenses" will include Recharge's operating and maintenance costs of performing the Definitive Agreement, on an annual basis, beginning with the commencement of Phase 1 deliveries and constitute the costs incurred to deliver the Take-or-Pay Volume to the Delivery Point. O&M Expenses consist of labor wages and labor-related benefits, premiums and taxes, facility maintenance costs, telecommunication services costs, prices paid to third parties for water analysis and testing, purchase price paid to third parties for materials, supplies and similar consumables, including fuel, lubricants, chemicals, laboratory supplies and office supplies, replacement parts, rental costs for machinery and equipment, vehicle costs, unscheduled maintenance and repair costs, insurance and bonding premium costs, groundwater lease costs, LPGCD Operating and Transport Permit fees, water supply corporation operations costs and property taxes that are directly attributable to fulfilling Recharge's obligations to provide Take-or-Pay Water

and, as applicable, any volume of water in excess of the then effective Take-or-Pay Volume, to the Delivery Point. O&M Expenses will also include costs for electricity if Georgetown opts not to assume direct responsibility and liability therefor as described above in this Section.

In the event that a change in law with respect to water quality requires Recharge to expend funds to meet new or modified water quality requirements, Georgetown may elect to fund those improvements either as a component of O&M Charge or as a component of additional Recharge capital costs through an increase in the Capital Charge component of the Rate.

9. Major Maintenance, Repair and Replacement – Recharge shall, in addition to its obligation to perform ordinary maintenance described above in Section 8 (*Operations and Maintenance*), also perform all major maintenance, repair and replacement of the machinery, equipment, structures, improvements and all other property constituting the Project during the term of the Definitive Agreement. Any such renewal, repair or replacement work having a cost (excluding overhead, profit and costs associated with the labor of Recharge or any of its affiliates) equal to or greater than $25,000 (which initial amount will be adjusted each October 1st following the effective date of the Definitive Agreement by multiplying it by the MRR Adjustment Factor (defined below)) shall constitute "Major Maintenance, Repair and Replacement".

   The Definitive Agreement will include a schedule of Major Maintenance, Repair and Replacement which would be required to be performed by Recharge over the primary term in order to achieve the standard of overall Project maintenance and repair deemed essential by the Parties for the proper operability, durability and reliability of the Project over its expected useful life (the "Major Maintenance, Repair and Replacement Schedule"). The initial Major Maintenance, Repair and Replacement Schedule shall identify the annual costs (in 2026 dollars) anticipated to be incurred by Recharge for performance of Major Maintenance, Repair and Replacement over the primary term of the Definitive Agreement. Recharge shall make and complete all Major Maintenance, Repair and Replacements which are necessary to achieve such standard of repair and replacement by performing Major Maintenance, Repair and Replacement in accordance with the Major Maintenance, Repair and Replacement Schedule, as such schedule may be altered or amended pursuant to this Section. The Parties acknowledge that, in light of the long-term nature of the Definitive Agreement and the practical limitations on predicting with specificity the useful life of any particular asset, it may be appropriate from time to time to alter the Major Maintenance, Repair and Replacement Schedule. Accordingly, Recharge shall annually submit updates to the Major Maintenance, Repair and Replacement Schedule for Georgetown review and approval, acting reasonably, concurrently with the annual submittal of the detailed estimate and explanation of estimated O&M Expenses described above in Section 8 (*Operations and Maintenance*). In no event shall any such alteration of the Major Maintenance, Repair and Replacement Schedule result in an increase in the amount to be funded into the MRR Account as described below in this Section or otherwise paid by Georgetown for any Contract Year. A new Major Maintenance, Repair and Replacement Schedule, that identifies the annual costs anticipated to be incurred by Recharge for performance of Major Maintenance, Repair and Replacement over the

renewal term of the Definitive Agreement, will be agreed upon by the Parties in connection with a renewal of the Definitive Agreement.

Georgetown shall pay Recharge for Major Maintenance, Repair and Replacement solely in accordance with this Section. The "Annual MRR Charge" during the primary term of the Definitive Agreement shall be the amount determined by dividing the total annual costs anticipated to be incurred by Recharge for performance of Major Maintenance, Repair and Replacement set forth in the initial Major Maintenance, Repair and Replacement Schedule by 30. The Annual MRR Charge will be adjusted each October 1st following the effective date of the Definitive Agreement by multiplying it by the MRR Adjustment Factor. The Annual MRR Charge during the renewal term shall be reset and replaced based on a new Major Maintenance, Repair and Replacement Schedule, that identifies the annual costs anticipated to be incurred by Recharge for performance of Major Maintenance, Repair and Replacement over the renewal term of the Definitive Agreement, agreed upon by the Parties in connection with a renewal of the Definitive Agreement (by dividing the total dollar value of the annual cost amounts for the renewal term by 30, subject to annual escalation as described above).

The "MRR Adjustment Factor" shall be calculated as follows:

$$\text{MRRAF} = 0.30 \times \frac{\text{ENR-CCI(Dallas)}_{n-1}}{\text{ENR-CCI(Dallas)}_{b}} + 0.70 \times \frac{\text{PPI-Industrial Machinery}_{n-1}}{\text{PPI-Industrial Machinery}_{b}}$$

Where,

- $n-1$ = the average of the 12 monthly values occurring in the Contract Year preceding the Contract Year with respect to which a calculation is to be made most recent period (e.g., last month or last year)
- b = base period which is the average of the 12 monthly values for the months of October 2025 through September 2026
- 0.30 and 0.70 = weighting factors for ENR-CCI(Dallas) and PPI-Industrial Machinery, respectively
- ENR-CCI(Dallas) is the Engineering News-Record Construction Cost Index for Dallas, published by Engineering News-Record (ENR).
- PPI-Industrial Machinery is the Producer Price Index for Industrial Machinery (Series ID: PCU33323332), published by the U.S. Bureau of Labor Statistics (BLS).

If the final value of any component index is not available for the applicable period when required hereunder, the amount of the adjustment to be made shall be estimated by using the preliminary value of the index for the applicable period or the final value of the index for the latest available period. All calculations and payments based on such estimate shall be adjusted as soon as reasonably practicable after the final value of the index for the applicable period is published. If any component index is no longer published at the time that adjustment is to be calculated, or if the base or method of calculation used for the

component index is altered, the calculation shall be made using a comparable similar index or method mutually agreed upon by Recharge and Georgetown.

On or before the commencement of Take-or-Pay Water deliveries for Phase 1, Georgetown shall establish a bank account (the "MRR Account") with a commercial banking institution selected by Georgetown into which Georgetown shall deposit payments of the Annual MRR Charge on an equal monthly installment basis over the course of each Contract Year, which payments shall accrue in the MRR Account over the term of the Definitive Agreement. Amounts in the MRR Account shall be the property of Georgetown, but Georgetown shall not have the right to withdraw or use such amounts except upon the expiration or termination of the Definitive Agreement. Interest accruing on amounts on deposit in the MRR Account shall be available for Recharge withdrawals as provided below in this Section; provided, however, that Georgetown does not guarantee or warrant the amount of interest that will be earned on amounts invested in the MRR Account. Recharge shall have the right to requisition any amounts on deposit in the MRR Account at such times as needed to pay for Major Maintenance, Repair and Replacements. In connection with any draw of funds from the MRR Account, Recharge shall include as part of its invoice a written notice indicating that Recharge has incurred costs for amounts paid or incurred to third party subcontractors (excluding any affiliate of Recharge) for the performance of Major Maintenance, Repair and Replacement, together with evidence of the costs that are the subject of such drawing and such other supporting information as Georgetown may reasonably require. Recharge shall not be entitled to draw funds from the MRR Account for any costs of Project operations and maintenance personnel of Recharge. If Georgetown determines that any funds withdrawn by Recharge were not used for Major Maintenance, Repair and Replacements, then, upon notice from Georgetown, Recharge shall promptly reimburse to Georgetown an amount equal to the funds previously withdrawn on account of ineligible costs, as determined by Georgetown, for deposit into the MRR Account. Any dispute between the Parties regarding Recharge's draw of funds from the MRR Account under this Section shall be subject to Section 25 (*Dispute Resolution*). In no event shall Recharge be entitled to withdraw funds from the MRR Account for any purpose other than in accordance with this Section.

The portion of any Annual MRR Charge amount deposited in the MRR Account that remains undisbursed to Recharge at the end of any Contract Year, together with any undisbursed amounts from previous Contract Years, shall be carried forward into subsequent Contract Years and shall be available for withdrawal by Recharge in accordance with this Section. If Recharge incurs costs to pay third party subcontractors (excluding any affiliate of Recharge) for the performance of Major Maintenance, Repair and Replacement that exceed at any time the amounts available for withdrawal from the MRR Account, such costs shall be for the account of Recharge, subject to Recharge's right to make subsequent withdrawals from the MRR Account at such time, if any, as any funds may become available. Georgetown shall have no responsibility to make any payment to Recharge with respect to such costs except to the extent of the Annual MRR Charge required to be paid into the MRR Account as provided in this Section. Upon the expiration or earlier termination of the Definitive Agreement, any amount remaining in the MRR Account that has not been paid to Recharge and that is not due and owing to Recharge in

accordance with this Section may be withdrawn and retained by Georgetown for its own account.

10. Payment for Take or Pay Water – For Take-or-Pay Water made available by Recharge as described above, Georgetown will pay monthly to Recharge an amount equal to the monthly product of the Rate multiplied by one-twelfth of the annual amount of Take-or-Pay Water (expressed in terms of 1,000 of gallons per day) (except to the extent Georgetown requests and takes more water than the Take-of-Pay Water volume). As provided below in Section 18 (*Failure to Make Available Take-or-Pay Water*), however, Georgetown shall not be obligated to pay for Take-or-Pay Water that is not made available by Recharge at the volume required on any day.

11. Payment for Additional Water – In the event Georgetown requests and takes delivery of water in excess of the volume of Take-or-Pay Water required to be made available, Georgetown will agree to pay monthly to Recharge an amount of money equal to the product of the Rate multiplied by 1.15 times the volume of water actually taken by Georgetown in excess of the Take-or-Pay Water volume for each month (expressed in terms of 1,000 of gallons per day).

12. Cost of Hydrologic, Engineering and Regulatory Feasibility – Recharge will be responsible at its sole expense for all costs of hydrological and engineering evaluations, surveys, tests, assessments, or other inspections to evaluate the suitability of providing and transporting groundwater to the Delivery Point.

13. Recharge's Facility Obligations – Recharge, at its sole expense, will be responsible for all costs to construct, transport and deliver water to the Delivery Point. Title to the water will remain with Recharge until it reaches the Delivery Point (and at this location title will transfer to Georgetown after it takes delivery of the water).

14. Georgetown's Facility Obligations – Georgetown, at its sole expense, will be responsible for all costs to design and construct the facilities necessary to receive water from Recharge at the Delivery Point, as well as for all operations and maintenance costs for such receiving facilities.

15. Meter – Recharge will own and operate a meter to measure the quantity of water delivered to Georgetown. The Definitive Agreement will provide for a testing and meter calibration protocol, with adjustments to payments in the event of meter calibration issues.

16. Conveyance of Potable Water – Conveyance of water from the Recharge facilities to the Delivery Point is anticipated to be accomplished using a wholesale-only water supply corporation ("WSC") formed under Chapter 67 of the Texas Water Code.

17. Term – The primary term of the Definitive Agreement will be 30 years following commencement of Take-or-Pay Water deliveries for the latest Phase actually implemented, as extended as a result of Force Majeure or Emergency Conditions as described below in Section 18 (*Failure to Make Available Take-or-Pay Water*), and for so long thereafter as Recharge is obligated by any indebtedness for the Project, whether for the construction of

any phase of the Project, or other Project indebtedness including refinanced indebtedness, indebtedness for Project expansion, modifications or capital repair and replacement, or indebtedness Recharge incurs to comply with changes in law, not to exceed 50 years following commencement of Take-or-Pay Water deliveries for the latest Phase actually implemented. For clarity, the primary term will be for 30 years following the commencement of Take-or-Pay Water for Phase 1, but will be adjusted to 30 years following the commencement of Take-or-Pay Water for Phase 2, and further adjusted to 30 years following the commencement of Take-or-Pay Water for Phase 3. Georgetown will have the option to renew the agreement upon expiration of the primary term for an additional 30-year renewal term upon the terms and conditions of the Definitive Agreement; provided, however, that the Capital Component of the Rate will be adjusted downward to reflect the repayment of Project debt during the primary term, and the Rate shall be adjusted as follows at the commencement of the renewal term:

a. The Groundwater Charge component of the Rate shall be reset to a rate that reflects the prevailing market rate for the wholesale supply of groundwater of similar volumes sourced from Bastrop, Brazos, Burleson, Burnet, Lee, Milam and Robertson Counties, Texas. For purposes of this Section, "prevailing market rate" means the average per thousand gallons paid in at least four bona fide, arms-length wholesale transactions for groundwater sold by a private entity (that is not Recharge or its affiliates) to a municipality or retailer of similar quantity and quality under contracts then in force with a delivery point in Bell, Bexar, Hays, Travis and Williamson Counties, Texas for municipal use on a comparable basis to the Rate set forth in the Definitive Agreement. The reset Groundwater Charge will be adjusted each October 1st during the renewal term as set forth above in Section 7(b) (*Rate*).

b. The Capital Charge component of the Rate will be adjusted to include a sub-component to reflect any outstanding debt service payable with respect to debt incurred by Recharge during the primary term to address Force Majeure and Emergency Conditions (including any change in law with respect to water quality). Upon repayment of any such indebtedness, the sub-component of the Capital Charge applicable to that debt will reduce to zero dollars.

Additionally, the Annual MRR Charge will be reset and replaced during the renewal term as described above in Section 9 (*Major Maintenance, Repair and Replacement*).

18. Failure to Make Available Take-or-Pay Water – In the event of a shortfall or delay in the delivery of Take-or-Pay Water to the Delivery Point at the volume required on any day, then the following shall apply:

a. Unexcused Shortfalls: Except for shortfalls or delays resulting from Force Majeure and Emergency Conditions, Georgetown will: (i) not pay any amount to Recharge for Take-or-Pay Water that is not made available by Recharge at the Delivery Point (including in respect of delays in achieving a Delivery Commencement Date) ("Unexcused Shortfall Amounts"); and (ii) receive a credit for the volume of such

Unexcused Shortfall Amounts. Upon Recharge's commencement of delivery of Take-or-Pay Water to Georgetown at the Delivery Point at the required volume, Recharge will provide Take-or-Pay Water to Georgetown at no cost (*i.e.*, the Rate will not be payable) to Georgetown until Georgetown's credit is reduced to zero.

b. Force Majeure and Emergency Conditions: For shortfalls or delays resulting from Force Majeure and Emergency Conditions, which will not include conditions occurring due to Recharge fault (*i.e.*, breach of the Definitive Agreement, willful misconduct, or a negligent act or omission of Recharge), Georgetown will not pay any amount to Recharge for the amount of required Take-or-Pay Water that is not made available by Recharge at the Delivery Point ("Excused Shortfall Amounts"). Upon Recharge's commencement of delivery of Take-or-Pay Water to Georgetown at the Delivery Point at the required volume, Georgetown will pay for the Take-or-Pay Water made available by Recharge and the term of the Definitive Agreement will be extended for the period necessary for Recharge to deliver and receive payment for the Excused Shortfall Amounts.

19. Recharge Events of Default – Recharge events of default will include: (i) breach of a term, covenant or undertaking to Georgetown or any representation or warranty, the consequence of which is a material adverse effect on Georgetown; (ii) Financial Close for Phase 1 does not occur on or prior to the Financial Closing Longstop Date; (iii) delay in the delivery of Take-or-Pay Water to the Delivery Point for 240 consecutive calendar days or more; (iv) unexcused shortfalls in delivery of Take-or-Pay Water for 240 calendar days or more in a Contract Year following the Delivery Commencement Date; (v) Recharge deliveries of water not meeting the quality requirements on 180 or more calendar days or more in a Contract Year; (vi) Recharge deliveries of water not meeting the quality requirements that causes a threat to public health and safety; (vii) Recharge breaches the assignment provisions of the Definitive Agreement; (viii) Recharge files for bankruptcy or other relief under the Bankruptcy Code; (ix) Recharge dissolves or ceases to exist; or (x) Recharge abandons the Project for 30 business days for reasons other than Force Majeure or Emergency Conditions. Georgetown has termination rights if a Recharge event of default occurs and uncured within 90 days thereof; provided that no event of default under clause (i) above shall entitle Georgetown to terminate the Definitive Agreement for so long as Recharge is diligently and in good faith attempting to cure the event of default (not to exceed 60 days from the initial default notice, or such longer period as agreed to be Georgetown in writing, if the event of default remains uncured at such time). Georgetown's termination rights in the Definitive Agreement shall be expressly subject to lender's cure rights.

20. Georgetown Events of Default – Georgetown events of default will include: (i) failure to pay any amount due (that is not subject to a reasonable dispute) to Recharge within 30 days after due date; (ii) breach of a term, covenant or undertaking to Recharge or any representation or warranty, the consequence of which is a material adverse effect on Recharge; (iii) Georgetown breaches the assignment provisions of the Definitive Agreement; and (iv) filing by Georgetown of certain petitions seeking certain relief under Bankruptcy Code. Recharge has termination rights if a Georgetown event of default occurs

and is uncured within 90 days of notice thereof; provided that no event of default under clauses (i) or (ii) above shall entitle Recharge to terminate the Definitive Agreement for so long as Georgetown is diligently and in good faith attempting to cure the event of default (not to exceed 60 days from the initial default notice, or such longer period as agreed to by Recharge in writing, if the event of default remains uncured at such time).

21. Security for Performance – Security for Recharge's performance of its obligations under the Definitive Agreement is to be agreed upon by the Parties and set forth in the Definitive Agreement. In addition, under the Definitive Agreement, Recharge will provide (or cause to be provided, as applicable) the following instruments to secure its obligations under the Definitive Agreement:

    a. Construction Bond: Recharge will, as a condition to Financial Close, cause the CMAR to provide performance and payment bonds in an amount equal to the GMP with Georgetown included as an additional obligee on the bonds.

    b. Operations Performance Bond: Recharge will, as a condition to the Delivery Commencement Date of Phase 1, provide (or cause its operations and maintenance subcontractor to provide) an operations performance bond in an amount equal to the anticipated annual O&M budget.

22. Indemnity – The Definitive Agreement will require, except to the extent caused by Georgetown fault, that Recharge will indemnify specified Georgetown indemnitees for claims arising from Recharge's breach of a representation or warranty, negligence, willful misconduct, non-compliance with the Definitive Agreement, release of hazardous substances, or breach of governmental approval or law; or any other act as to which Recharge is obligated to provide an indemnity (non-complying water quality that causes a threat to public health and safety, harassment, subcontractor claims, labor dispute, IP) under the Definitive Agreement.

    The Definitive Agreement will provide for Georgetown, to the extent permitted by applicable law, to hold harmless, except to the extent caused by Recharge fault (*i.e.*, breach of the Definitive Agreement, willful misconduct, or a negligent act or omission of Recharge), claims arising from Georgetown's breach of a representation or warranty, gross negligence, willful misconduct, non-compliance with the Definitive Agreement, release of hazardous substances, or breach of governmental approval or law; or any other act as to which Georgetown is obligated to hold harmless Recharge under the Definitive Agreement.

23. Insurance – The Definitive Agreement will require that Recharge (or its subcontractors) obtain the following "Required Insurance" coverages (with limits to be determined in consultation with the lenders and their respective insurance requirements):

Construction Period:

- Builder's Risk
- Commercial General Liability
- Commercial Automobile Liability
- Workers' Compensation & Employer's Liability
- Umbrella or Excess Liability
- Crime (Fidelity) Insurance
- Professional Liability
- Contractor Pollution Liability
- Pollution Legal Liability

O&M Period:

- Property Insurance
- Commercial General Liability
- Commercial Automobile Liability
- Workers' Compensation & Employer's Liability
- Umbrella or Excess Liability
- Crime (Fidelity) Insurance
- Pollution Legal Liability
- Cyber and Privacy Insurance
- Directors & Officers Liability

24. Waiver of Consequential Damages – The Definitive Agreement will expressly indicate that special, consequential and punitive damages are mutually waived.

25. Dispute Resolution – The Definitive Agreement will require that the Parties negotiate in good faith to resolve any dispute. Either Party may request non-binding mediation after negotiation in good faith fails to resolve the dispute. Disputes not resolved through good faith negotiation or non-binding mediation will be adjudicated before courts located in Williamson County, Texas.

26. Assignment of Definitive Agreement – Recharge cannot assign the Definitive Agreement without prior written approval of Georgetown. Notwithstanding the foregoing, Recharge will have the right to assign as security for any loan made to Recharge for the Project as contemplated under the Definitive Agreement and shall have the right to assign the Definitive Agreement to an Affiliate that is not a Restricted Person (as such term is defined in the Definitive Agreement) without prior written approval of Georgetown.

    Georgetown may assign the Definitive Agreement to any agency, authority, commission, or similar administration of Georgetown, that succeeds to the statutory powers and authority of Georgetown regarding operations of its water system, with an actual (or expected, if such interest is to be transferred to a newly formed agency with a separate enterprise fund) credit profile that is equal to or better than Georgetown. Georgetown may otherwise assign the Definitive Agreement to any other party with Recharge's prior written consent, which shall not be unreasonably withheld.

27. Mutual Cooperation – Recharge and Georgetown agree to cooperate and act in good faith in negotiation of a Definitive Agreement. The Parties further agree to assist each other in communicating with governmental authorities and third parties to facilitate the successful completion of the Project, including obtaining all permits or other governmental authorizations not already obtained that may be necessary for the Project.

28. Costs – Each Party will assume its own costs, attorneys and consulting fees, and other expenses incurred in the preparation and negotiation of any Definitive Agreement, and the

Parties will have no claim for any compensation and/or damages related to this Term Sheet and any related negotiations. If negotiations fail to produce a Definitive Agreement fully executed by the Parties, both Recharge and Georgetown will be released from any further obligation or responsibility contemplated herein.

29. Governing Law – This Term Sheet is governed by the laws of the State of Texas, without regard to conflict of laws provisions.

30. Effect of Term Sheet – Except for the confidentiality provisions included herein (which the Parties agree are contractual), this Term Sheet does not constitute an agreement, and merely represents the outline of terms and conditions that are subject to negotiation and reduction to a Definitive Agreement. The terms of a Definitive Agreement shall be freely negotiated by the Parties, this Term Sheet being intended only to facilitate the negotiation of a Definitive Agreement. This Term Sheet does not state and the Parties hereto have not agreed to all material and essential terms of a Definitive Agreement.

31. Confidentiality – Attachment A to this Term Sheet is subject to the Mutual Non-Disclosure Agreement between Recharge and Georgetown dated March 19, 2024 ("NDA") and qualifies as Confidential Information under the NDA. Georgetown and Recharge further agree that Attachment A to this Term Sheet contains trade secrets and confidential commercial or financial information obtained by Georgetown from Recharge the disclosure of which would cause substantial competitive harm to Recharge, and that Attachment A constitutes information submitted to Georgetown by Recharge, a potential vendor, that contains confidential or proprietary information within the meaning of Texas Government Code Section 552.1101, the disclosure of which would give an advantage to a competitor of Recharge. The Parties additionally agree that Attachment A to this Term Sheet shall be treated as confidential and not subject to disclosure under the Texas Public Information Act, Texas Government Code Section 551.001, et seq. unless and until the Texas Attorney General determines that the information must be disclosed. In the event the Attorney General's office determines that any disclosure is required, such disclosure shall not take place until the deadline for appealing such decision has run and, in the event of an appeal of the Texas Attorney General's decision, until the entry of a final and unappealable judgment. Georgetown agrees to immediately notify Recharge in writing in the event that Georgetown receives a public information request that would require disclosure of Attachment A to the Term Sheet. This Term Sheet does not alter or restrict the scope of the NDA; however, the Parties intend and agree that, except for Attachment A, this Term Sheet may be made publicly available and disclosed by Georgetown without restraint.

[Signature Page Follows]

The Parties acknowledge the terms of this Term Sheet by executing below.

City of Georgetown, Texas	**Recharge Water LP**
_____	_____
By:	By: Joel Katz Title: Manager
_____	_____
Date	Date

Attachment B

Progressive Approach

Following execution of the Definitive Agreement, Recharge will undertake the diligence/design development stage of the Project. Recharge will solicit Georgetown's input regarding material design decisions during the diligence/design development stage of the Project. In light of the fact that the Rate to be proposed by Recharge at the end of such diligence/design development stage will not be derived from a pricing competition, Recharge will transparently and comprehensively share all pricing information with Georgetown that forms the basis of the GMP. In the event Georgetown reasonably believes that any aspect of the pricing provided by the CMAR is unreasonably high (other than the CMAR fee (*i.e.*, profit mark-up) that will be agreed upon and set forth in the Definitive Agreement), Georgetown may ask Recharge to have its CMAR solicit competitive pricing on a best value basis or to otherwise demonstrate that the pricing is reasonable and consistent with industry standards for similar services. The purpose of doing so will be for pricing validation during GMP development, but the ultimate selection of work to be self-performed or third-party service providers selected shall remain the exclusive decision of Recharge. In light of the fact that Georgetown will be paying Reservation Fees during the diligence/design development stage, the Definitive Agreement will contain a schedule for such diligence/design development activities. Upon agreement on the final GMP for Phase 1, Recharge will proceed to implement financing for Phase 1 based upon a financing structure describe below in "Financing Milestones". The Parties will execute an amendment to the Definitive Agreement to reflect the final Rate upon closing of the financing and following execution thereof, Recharge will implement the design completion and construction stage of the Project. If the Parties cannot agree on a GMP or final Rate, Georgetown may off-ramp as set forth in Section 6 (*Financial Close*) of the Term Sheet. The process described in this Section will be applicable to the subsequent Phases.

Financing/Cost of Capital

Price estimates assume an interest rate of 6.5% for long-term, fixed-rate, non-recourse private financing. Debt service payments will be made by Recharge on a quarterly basis. Recharge does not anticipate seeking financing through state or federal sources because of the cost, delay and inefficiency associated with public debt.

Construction Methodology

While subject to further discussion, the use of CMAR construction procurement provides unique advantages: early contractor involvement to review constructability and provide value engineering opportunities, cost transparency and a guaranteed maximum price. Although Recharge will not formally engage a contractor prior to executing a Definitive Agreement, Recharge anticipates engaging its current contractor for the Hutto/Manville Project - Garney Construction. As stated below, Recharge's financing method does not require that the project be awarded based on a "hard bid" (subject to inevitable change orders) and there are no state or federal procurement requirements for compliance purposes.

Land Acquisition Cost

Permanent easements are assumed to be 50 feet in width at a cost = $0.26/sq. ft. Temporary construction easements are assumed to be 30 feet in width at a cost $1,500/acre/year and a duration of three years.

Land Acquisition Services

Recharge estimates the aggregate cost for third party right of way services is $300,000 including an acquisition fee of $10,000/parcel, an appraisal fee of $10,000/easement and a wellsite completion bonus of $25,000 each.

Electric Costs

The electricity provider for the project will be Bluebonnet Electric Cooperative, and the delivery cost is estimated at $0.10/kWh.

Peaking and Makeup Water

Costs are based on a relatively constant base flow, with limited capacity for peaking or delivery of makeup water. Recharge has developed preliminary data and can price additional peaking and/or makeup capacity should that be desired by Georgetown during negotiations on the Definitive Agreement.

Engineering and Construction Administration

Engineering costs for treatment design are assumed at 20% of the opinion of probable construction cost, and for infrastructure at 10% of the opinion of probable construction cost for the purposes of indicative pricing. Recharge will make commercially reasonable efforts to secure engineering costs at the best value.

Operations and Maintenance Costs

Operations and Maintenance Costs will be a pass-through expense. Operations, staffing, equipment and supplies are assumed to be $200,000 per year per staff member. For mechanical and electrical systems annual O&M is assumed to be 1.5% per year of capital cost for wells, pump stations and treatment units. O&M costs for transmission and distribution pipelines are assumed at 0.5% of capital cost per year.

Financing Milestones

Recharge anticipates financing for the delivery of a Recharge project to Georgetown through the placement of notes with private lenders. Financing will be fixed rate for a 30-year term (with Recharge's Water Rights pledged as security), utilizing a competitive private placement process.

Recharge will not seek Texas Water Development Board ("TWDB") funding under any scenario presented. TWDB financing is difficult, time-consuming, inefficient and cumbersome. Thus, any savings realized by a TWDB interest subsidy would be more than offset by delays, the requirement

that the project be included in the State Water Plan, requirements associated with public procurements, and the substantial additional costs associated with “buy American” steel, Davis-Bacon wage and reporting requirements, and other similar requirements.

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Terminable Utility Easement with Pedernales Electric Cooperative, Inc.

SUGGESTED ACTION:
Consideration and possible action to approve the conveyance of a terminable utility easement to Pedernales Electric Cooperative, Inc., across a specific area within Garey Park in order to provide electric service to the cabins that the City is building in Garey Park, and to authorize the City Manager to execute the terminable utility easement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The City is in the process of constructing cabins at Garey Park. The project requires electric service, and it is within the service territory of Pedernales Electric Cooperative, Inc. ("PEC"). In order to provide the electric service, PEC is requiring that the City grant PEC a utility easement across a specific area within Garey Park. Section 8.02 of the City's charter prohibits the alienation of control of the City's property, which means that the City cannot grant permanent easements across City property without the ability to terminate the easement, if necessary. This terminable utility easement includes such a termination clause, provided the City would cover the cost of removing PEC's facilities in the event the City ever exercised the right to terminate the easement. This item would authorize the conveyance of the terminable utility easement to PEC across a specific area within Garey Park on the terms agreed upon by the parties

FINANCIAL IMPACT:
Potential future cost to the City to remove the PEC improvements if the City elects to terminate the utility easement (and electric service to the site).

SUBMITTED BY:
Andrew Culpepper, City Attorney's Office/ Real Estate

ATTACHMENTS:
WO#182234 - Easement_COG (Clean-Final 5-1-2026).pdf

UTILITY EASEMENT

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

The undersigned CITY OF GEORGETOWN,
(Printed Name exactly as it/they appear on Deed Record)

("Grantor") (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee") whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way ("Easement") as hereinafter described for an overhead and/or underground electric distribution line or lines, including, without limitation, poles, guys and anchors, variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the "Facilities"), over, in, under, below, above, through, across and upon the following described lands located in WILLIAMSON County, Texas (the "Property"):

Being 528.02 ACRES CONSISTING OF OFFICIAL RECORDS OF WILIAMSON COUNTY, TEXAS, DOCUMENT NUMBERS: 2008092673 (7 PGS.), 2006112402 (7 PGS.), 2008092676 (7 PGS.), 2013115216 (6 PGS.)

The area of the Easement hereby conveyed for Facilities shall be:
fifteen (15) feet in width, being seven and one-half (7.5) feet on each side of the centerline of the Facilities as built (or fifteen (15) feet in total if Facilities are built less than seven and one-half (7.5) feet from a property line (the "Easement Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

Property Owner: CITY OF GEORGETOWN or Subdivision Name: _____ Address: _____ PEC Reference: 18B2234

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is terminated by Grantor upon notice to Grantee or its successors and assigns that Grantor no longer requires electric service to the cabins at Garey Park. Upon request and payment in advance by Grantor or its successors and assigns, Grantee will remove its electric facilities serving the cabins at Garey Park.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, do hereby bind themselves to warrant and forever defend all and singular the above-described Easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

The undersigned has executed this Easement to be effective as of the _____day of _____, 2026.

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

Please Return to:

Pedernales Electric Cooperative, Inc.

Liberty Hill Planning Department

P.O. Box 2048 | 10625 West Hwy. 29

Liberty Hill, TX 78642

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Agreement with Pedernales Electric Cooperative, Inc. for the Extension of Electric Facilities

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Pedernales Electric Cooperative, Inc. for the extension of electric facilities within Garey Park in order to allow for the extension of electric facilities needed in connection with the City's construction of cabins within Garey Park, and to authorize the City Manager to execute the agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The City is in the process of constructing cabins at Garey Park. The project requires electric service, and it is within the service territory of Pedernales Electric Cooperative, Inc. ("PEC"). In order to provide the electric service for the cabins, PEC is requiring that the City enter into this agreement for the extension of electric facilities.

FINANCIAL IMPACT:
The City will be responsible for the costs to extend the electric facilities within Garey Park in order to provide service to the cabins, in accordance with the agreement for the extension of electric facilities and PEC's Tariff and Business Rules.

SUBMITTED BY:
Andrew Culpepper, City Attorney's Office/ Real Estate

ATTACHMENTS:
UD&OH Acknowledgment - COG - PEC (Garey Park) (Clean-Final 5-1-2026).pdf

PEDERNALES ELECTRIC COOPERATIVE, INC.
APPLICANT REQUIREMENTS AND ACKNOWLEDGMENT AND ACCEPTANCE
FOR EXTENSIONS OF ELECTRIC FACILITIES

WHEREAS, the City of Georgetown (together with any successor or assign hereinafter called ("Applicant") requests electric service to 6450 Leander Road, FM 2243, Georgetown, Texas 78628, Williamson County, from Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation ("PEC" or the "Cooperative") through underground and/or overhead electrical facilities ("Facilities").

WHEREAS, the Cooperative will extend electric service to an Applicant in accordance with its Tariff and Business Rules (the "Tariff"); and

WHEREAS, the Applicant will bear the cost of the Facilities adequate to serve its property or all prospective units in the subdivision or development, and all other prospective members who may require electric service from said Facilities as determined by the Cooperative; and

WHEREAS, underground and overhead electric primary and secondary lines and other facilities required to serve an Applicant ("Facilities Extension") may, by agreement with the Cooperative, be provided subject to other requirements; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Applicant hereby acknowledges and accepts as follows:

1. **General**. All applications for service will be subject to the Tariff and the standards and policies established by PEC which are in effect at the time the application for electric service is made. The Tariff is subject to change. If facilities must be constructed in connection with a Facilities Extension, the Cooperative will provide an estimated completion date and a Cost Calculation (as described in the Tariff) for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

2. **Easements**. Applicant will furnish required easement rights to PEC on a PEC approved form for construction, installation, operation, maintenance, repair and replacement of Cooperative facilities.

3. **Residential and Non-Residential Service**. When applying for residential and non-residential service for developments, Applicant will provide, at no cost to the Cooperative, appropriate documentation demonstrating that the development has been approved by all applicable authorities in accordance with the Tariff.

4. **Primary Level Service**.
   In order for Applicant to receive primary level service, Applicant must procure and construct, at the sole cost of the Applicant, all equipment and facilities including transformers, poles, and conductors, or as otherwise specified in the Tariff, on Applicant's side of the Point of Interconnection (defined in the Tariff). Applicant will own all facilities located on Applicant's side of the Point of Interconnection, and PEC will not perform any work on Applicant's side of the Point of Interconnection. Applicant assumes all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all facilities beyond the Point of Interconnection.

5. **Construction**.

a. Applicant shall instruct all owners or potential owners of lots covered by this acknowledgment intended to be served by the Facilities, that each is required to submit an application for electric service and that they may be required to install additional facilities in accordance with PEC specifications and design criteria, to complete the installation and connection of electrical service consistent with the Tariff requirements.

b. If the Facilities Extension includes underground facilities, Applicant will, at its sole expense, be responsible for providing and installing all trenches and backfill, primary sectionalizing cabinets, secondary cabinets, concrete work associated with pad-mounted facilities, secondary services, conduit, vaults, and any and all other facilities and equipment deemed necessary by PEC or as otherwise specified in the Tariff. At its discretion, PEC may require either primary termination cabinets or transformers at each transformer pad as cable is installed. After construction is complete, all installations provided by Applicant for underground facilities on PEC's side of the Point of Interconnection will be owned by PEC.

c. If the Facilities Extension includes underground facilities, Applicant shall not permit any lien upon any property that upon completion of construction, PEC will own for electric distribution service. At PEC's request, Applicant will provide PEC documented evidence that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

6. **Inspection**.

If the Facilities Extension involves underground facilities, PEC, through its inspections, has the right to ascertain whether the plans and specifications are complied with during construction. In the event PEC finds any part of the work performed by Applicant has not been completed in accordance with the plans and specifications, PEC shall notify Applicant of any such deficiencies. Applicant will correct any and all deficiencies within ninety (90) days of notification from PEC. Costs incurred by Applicant or PEC for correcting any deficiencies discovered under this section shall be solely borne by Applicant. Inspection of construction of overhead facilities will be conducted in accordance with the Cooperative's standards.

7. **Cost – Electric Facilities.**

a. Consistent with the Tariff, the calculation of costs for the Facilities Extension will include costs for labor and materials, engineering, right-of- way acquisition, clearing, and all other costs directly attributable to the Facilities Extension ("Cost Calculation"). The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant and a final bill for all costs will be presented to Applicant upon completion of the Facilities Extension, if required.

b. PEC is not and will not be obligated to provide designs or Cost Calculations to an Applicant for a preliminary plan for a development that has not been reviewed and approved by the applicable authority.

8. **Energization and Ownership**.

a. Prior to energization, Applicant will submit payment and all required information and documents, as may be required by the Tariff and this acknowledgment, including, without limitation, PEC pre-

construction criteria form/application, electric service data forms, construction plans, and executed easements; and complete a final inspection of the electric facilities with a PEC representative.

b. Applicant and any lot owners applying for electric service must complete their obligations in accordance with all PEC requirements and have submitted all appropriate documentation and payment before PEC begins construction of its facilities required to furnish electrical service to the property and/or lots. The work required to provide service to Applicant or lot owners will be determined in PEC's sole discretion and all costs will be borne by Applicant and/or lot owner.

c. Upon completion and inspection of the Facilities by PEC, Applicant agrees, in accordance with the Tariff , that PEC shall at all times have complete ownership and control of the entire Facilities, excluding any facilities owned by Applicant for primary level service, without any obligation of PEC to refund any part of the contribution made by the Applicant, and that the Facilities shall be the property of PEC, up to the Point of Interconnection. Further, Applicant hereby grants, gives, and transfers all installed materials and electrical equipment to PEC free from any lien, security interest or other encumbrance.

9. **Changes to Electric Facilities**. Any changes to the Facilities required by Applicant or successor owner(s) of the property shall be at the sole expense of the party requesting such changes. In addition, changes in grade, placement of encroachments or obstructions within PEC's easement that affect access to PEC's facilities, and any condition that endangers or interferes with the safety, reliability, or efficiency of the Facilities shall be remedied at the cost of the Applicant or successor owner(s)of the property.

10. **RESERVED**

11. **Governing Law**. This acknowledgment shall be governed by, constructed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

12. **Survival.** Termination or expiration of this acknowledgment shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this acknowledgment.

ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, _____2026.

The City of Georgetown

By: _____
Printed Name: _____
Title: _____

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Professional Services Agreement - Urbano Architecture for Needs Assessment Study of culturally significant City-Owned Facilities

SUGGESTED ACTION:
Consideration and possible action to approve Urbano Architecture firm for the professional services associated with the Needs Assessment Study of the Culturally Significant city owned facilities in a fixed fee amount of $80,000.00 -- Jennifer Bettiol, CIP Manager

ITEM SUMMARY:
This study will be examining: the Art Center for considerations of potential improvements to office and classroom area, Grace Heritage Center for potential uses of the facility and the Shotgun House to determine structural and MEP needs.

FINANCIAL IMPACT:
Cost Impact: $80,000.00

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
2026 0012 AE ArchitectServicesAgmnt_Historical Facilities Study _Urbano final with exhibits.pdf

AGREEMENT
BETWEEN OWNER AND PROJECT ARCHITECT

This Agreement is made as of _____, 2026__ (the "Effective Date")

By and between

The **Owner**:

City of Georgetown
808 Martin Luther King Jr. St
Georgetown, Texas 78626

and **Project Architect**:
Urbano
1224 Houston Ave, Suite # 102
Houston, TX 77007

for the following **Project**:
Architectural Services for Historically Significant Facilities Feasibility Study; Contract No. 26-0012-A/E; RFQ No. 202605

The Owner and the Project Architect agree as follows:

Article 1 Architect's Services

Architect agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of Architect's obligations under this Agreement (collectively, "Architect's Services"). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

Article 2 Architect's Responsibilities

2.1 Standard of Care. Project Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Architect's represented professional abilities with respect to performing Project Architect's services, duties, and obligations under this Agreement. Project Architect shall perform its Services (i) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect in accordance with the usual and customary professional standards of care, skill and diligence consistent with good architectural practices for architectural firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project, and (iii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Architect that will limit or

prevent performance by Project Architect of its services. Project Architect hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

2.2 Personnel. Architect shall at all times provide sufficient personnel to accomplish Architect's Services in a timely manner. Architect shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

2.3 Documents. Architect shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect (by Owner or any other party) that Architect uses for the Project. Architect shall identify to the Owner in writing any such documents or data which, in Project Architect's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant for the accuracy or suitability of such documents or data as are furnished unless Architect advises Owner in writing that in Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect to proceed in accordance with the documents or data as originally given.

2.4 Errors and Omissions. Architect's Services shall be reasonably accurate. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner. Neither acceptance nor approval of Architect's services by the Owner shall relieve Architect of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Architect for its skill and knowledge in performing Project Architect's services. Owner shall have the right to reject any of Architect's services because of any fault or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by Project Architect or its consultants. Upon notice of any such errors or omissions, Architect shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Architect's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

2.5 Investigation. Architect shall make reasonable efforts to investigate any documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Project Architect's design for the Project and the construction of the Project. The Project Architect shall identify in writing to Owner any discrepancies between the documents and visible conditions and shall consult with the Owner on any special measures, services or further investigations required for Project Architect to perform its services and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional architects, as appropriate.

2.6 TCEQ. When the project is subject to Texas Commission on Environmental Quality (TCEQ) regulations, Project Architect shall coordinate all related design efforts, including the civil engineer and landscape Architect, so that consideration of site design and Best Management Practices (BMP's) are integrated.

2.7 Representative. Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

2.8 Budget. Architect is responsible for managing the design of the Project so that its construction does not exceed the project budget.

2.9 Time. Architect shall perform all of Architect's services described herein as expeditiously as is consistent with (1) Architect's professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the project milestone schedules listed in Exhibit 2 so that the desired development and construction schedule for the Project shall be maintained. Architect shall at all times provide sufficient personnel to accomplish Architect's services within the time limits set forth in the schedules described herein. The project schedule shall contain milestone dates which have been established in Exhibit 2 or may be modified by the Owner to reflect current conditions. Changes in this schedule may be made only with the written approval of Owner. Project Architect shall perform all of its services in accordance with the then-current schedule approved by Owner.

Article 3 Owner's Responsibilities

3.1 The Owner shall provide the Architect with a full description of the requirements of the Project.

3.2 The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical, and other laboratory tests as reasonably required.

3.3 The Owner will review the Architect's drawings, specifications and other documents of service produced by Architect in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Architect of any design fault or defect in Architect's Services or Design Documents of which Owner becomes aware.

3.4 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's Services.

3.5 The Owner designates City of Georgetown CIP Manager as its representative authorized to act in the Owner's behalf with respect to the Project.

Article 4 Additional Services

Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Article 5 Reimbursable Expenses

5.1 Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and sub-consultants solely and directly in connection with the performance of Architect's Services for the following:

5.2 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.3 Professional models and renderings beyond the scope identified in Exhibit 1 if requested and approved in writing by the Owner.

5.4 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner, telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-project related items. All tips must be included within the per diem allowances.

Article 6 Compensation

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1. The maximum fee for Architect's Services shall not exceed Eighty Thousand Dollars ($80,000.00).

The Architect's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

Article 7 Payments to the Project Architect

7.1 Architect shall present monthly Applications for Payment to the Owner detailing the Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Architect shall submit payroll information, receipts, invoices and any other evidence of payment which Owner shall deem necessary to support the amount requested.

7.2 Owner shall promptly review the Application for Payment and notify Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. For purposes of Texas Government Code 2251, the date performance of services is completed is the date when the Owner approves the Application for Payment. Architect shall pay all sub-consultants and other expenses incurred under this Agreement in accordance with Texas Government Code Chapter 2251.

7.3 Owner shall have the right to withhold from payments due Architect such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Architect or failure of Architect to perform its obligations under this Agreement.

Article 8 Project Architect Accounting Records

Records of Project Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three (3) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Consultant in writing.

Article 9 Ownership and Use of Documents

9.1 The Owner shall have the title to and ownership of all documents produced or developed by Architect and any sub-consultant in connection with this Agreement whether the Project is completed or not. Documents include publications, plans drawings, designs, renderings, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that

documents may be copyrighted. Architect shall deliver all documents to the Owner at completion of the Project, termination of Services, or upon Owner's request. Architect may retain copies of its work product.

9.2 The Architect shall furnish to the Owner one set of digital files representing the final report/drawings/renderings, in both CADD and PDF format.

Article 10 Termination of Agreement

10.1 **Termination for Cause.** This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Architect's recovery for termination shall be strictly limited as provided below.

10.2 **Termination for Convenience.** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Architect.

10.3 **Compensation.** In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Architect prior to termination.

Article 11 Successors and Assigns

The Owner and the Project Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Project Architect, and Project Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

Article 12 Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Project Architect and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Project Architect.

Article 13 Insurance

13.1 General: Project Architect shall carry professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as required below with companies authorized to do business in the State of Texas or an eligible surplus lines insurer operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts as further described, acceptable to and approved by the Owner. The costs of such insurance will be at the expense of the Project Architect. The insurance policy shall remain in force for a period of two (2) years beyond the final completion date. Each request for payment by the Architect shall include the expiration date of the insurance. Project Architect shall deliver to Owner replacement certificates not less than thirty (30) days

after the expiration of any such insurance, and Project Architect may not make any changes to insurance without providing Owner at least thirty (30) days' written notice.

13.2 Professional Liability: Project Architect shall carry Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate. Such insurance shall cover all professional services rendered by or on behalf of the Project Architect and its consultants under the Agreement. Renewal policies written on Claims-Made basis will maintain the same retroactive date as is in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Project Architect agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of this policy unless the policy is renewed for two consecutive years after completion of the project. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two years after the expiration or cancellation of this policy.

13.3 On-Site Insurance: For services performed on Owner's premises, the Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate
Business Auto Liability	
Combined Single Limit	$1,000,000 each occurrence
Worker's Compensation	Statutory Limits

13.4 Services Provider shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner. Upon request, the Project Architect shall furnish complete sets of its insurance policies to Owner for review.

13.5 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence of all insurance before the execution and delivery of this Agreement and prior to the performance of any services by Project Architect under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name Owner as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Worker's compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of Owner. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

13.6 Project Architect is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

13.7 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed or emailed to the following contact.

City of Georgetown Purchasing
510 W. 9th Street
Georgetown, TX 78626

13.8 The insurance policies required in this Agreement will be kept in force for the periods specified below:

- Required coverages will be kept in force until receipt of Final Payment to Project Architect;
- Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted in writing.

Article 14 Indemnity

14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ARCHITECTS, REASONABLE ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TASK ORDER OR SPECIFIC PROJECT RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ARCHITECT OR ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR ANY TASK ORDER HEREUNDER. ARCHITECT FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

14.2 Intellectual Property

a. PROJECT ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ARCHITECT OR ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES,

OR CONSULTANTS. ARCHITECT SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

b. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ARCHITECT'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ARCHITECT IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ARCHITECT SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ARCHITECT SHALL REIMBURSE OWNER FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

Article 15 Miscellaneous Provisions

15.1 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

15.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws. The Owner and the Project Architect each submit to exclusive jurisdiction of the courts of Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

15.3 **Waivers.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

15.4 **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

15.5 **Independent Contractor.** Project Architect acknowledges that it is engaged as an independent Contractor and that Owner has no responsibility to provide Project Architect or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Project Architect is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner,

employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Project Architect hereby agrees to make Project Architect's own arrangements for any of such benefits as Project Architect may desire and agrees that Project Architect is responsible for all income taxes required by applicable law.

15.6 **Proprietary Interests.** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Project Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential. Project Architect shall not, beginning on the date of first association or communication between Owner and Project Architect and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Project Architect's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Project Architect shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Project Architect as an independent Contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Project Architect shall obtain assurances similar to those contained in this Subparagraph from persons, vendors and consultants retained by Project Architect. Project Architect acknowledges and agrees that a breach by Project Architect of the provisions hereof will cause Owner irreparable injury and damage. Project Architect, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

15.7 **Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Project Architect a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Project Architect shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

15.8 **Dispute Resolution.**

15.8.1 If a dispute arises under this Agreement, Owner and Architect agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

15.8.2 If the Owner and Architect fail to resolve a dispute through negotiation, then Owner and Architect agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement to mediation.

15.8.3 If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Architect arising out of or relating to this Agreement (a) may be submitted to binding arbitration by written agreement, or (b) may be filed by either Owner or Architect in a court of competent jurisdiction.

15.8.4 Upon Owner's request, Architect shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement.

15.9 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:
City of Georgetown
510 W. 9th Street
Georgetown, Texas 78626
Attention: Purchasing

With Copies to:
City of Georgetown
ATTN: City Manager and City Attorney
P.O. Box 409
Georgetown, TX 78627
David.Morgan@georgetown.org
Skye.Masson@georgetown.org

If to Project Architect:
Urbano
Laura Carrera, AIA, Partner
1224 Houston Ave, Suite #102
Houston, TX 77007
832-444-0012
LC@urbanoarchitects.com

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

15.10 **Authority to Act.** Project Architect warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Project Architect has been duly authorized to act for and bind Project Architect.

15.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

15.12 **179 D Benefit Allocation.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with Project Architect.

15.12.1 If the Owner and the Internal Revenue Service (IRS) determine that the Project Architect is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Project Architect could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Project Architect hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Architect fees or both.

15.12.2 Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

15.12.3 Project Architect agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

15.13 **Disclosure of Interested Parties.** By signature hereon, Project Architect certifies that, if the value of this agreement exceeds $1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Section 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project Architect.

15.14 **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.15 **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Project Architect certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.16 **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.17 **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries, and will not boycott firearm and ammunition industries during the Term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

CITY OF GEORGETOWN

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by Josh Schroeder, Mayor of the City of Georgetown, on behalf of the City.

_____
Notary Public – State of Texas

Project Architect:

_____

Printed Name: _____

Title: _____

Architect License or Firm's Certificate No: _____

State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ on behalf of _____.

_____
Notary Public – State of Texas

EXHIBIT 1
ARCHITECT SERVICES

URBANO

PROPOSAL

SCOPE OF WORK

URBANO will provide professional architectural and engineering consulting services to support a feasibility study for the City of Georgetown's Historically Significant Facilities. The study will evaluate the Grace Heritage Center, Georgetown Art Center, and Georgetown Historic Shotgun House to inform future planning and potential reuse.

URBANO, as lead consultant and in coordination with its engineering and cost estimating consultants, will perform feasibility-level existing conditions evaluations focused on decision-making needs. The primary emphasis of the study will be the Georgetown Art Center, with more limited, high-level analysis for the Grace Heritage Center and the Georgetown Historic Shotgun House.

URBANO will meet with City staff and key stakeholders currently working within the facilities to confirm existing operations, priorities, and potential future uses. Based on these discussions and observed conditions, URBANO will identify opportunities to adapt each facility while recognizing historic character, system limitations, operational needs, and public-facing considerations important to the Georgetown community.

Paradigm Construction will prepare Statements of Probable Construction Cost at a planning level, with the primary focus on Art Center renovations. Cost input for the Grace Heritage Center will be high-level, and cost input for the Shotgun House will be minimal.

Services are limited to feasibility-level analysis and do not include construction documents, permitting, or construction administration.

PROJECT UNDERSTANDING

The City of Georgetown seeks a clear, implementable roadmap to guide future investment in its historic civic facilities. This feasibility study will provide a practical planning tool to evaluate existing conditions, confirm viable future uses, and understand the relative scale of investment required. All work will balance preservation considerations with functional, operational, and fiscal responsibility.

URBANO's services will be completed in three (3) phases, consistent with the approach outlined in the RFQ and URBANO's Statement of Qualifications.

PHASE 1 – KICKOFF AND EXISTING CONDITIONS (4-5 Weeks)

URBANO and its consultant team will initiate the study and complete feasibility-level existing conditions assessments for the Grace Heritage Center, Georgetown Art Center, and Georgetown Historic Shotgun House. Tasks include:

- Kickoff meeting with City staff to confirm goals, priorities, and assumptions
- Review available documentation and prior studies
- Field visits and visual assessments of architectural, structural, accessibility, fire/life safety, and MEP systems
- Development of Digitized Measured Drawings
- Structural evaluation limited to the Georgetown Art Center, focused on reconfiguration and elevator feasibility
- Identification of deficiencies, constraints, and special considerations, including collections protection for the Shotgun House
- Coordination with structural and MEP consultants to confirm system limitations
- Evaluations will be observational and non-destructive and intended to inform feasibility and planning
- Meeting with the City to review deficiencies, recommendations and prioritization, including incoorporation of city feedback

PHASE 2 – FEASIBILITY, UTILIZATION, AND CONCEPTS (5-6 Weeks)

Building on Phase 1 findings and City input, URBANO will evaluate current operations and potential future uses for each facility, informed by peer examples and operational best practices. Tasks include:

- Analysis of current use patterns and operational constraints
- Development of test-fit layouts (2-3 options per building estimated total)
- Conceptual visualizations to support feasibility evaluation (Diagrams and 3-6 Renderings estimated total)
- Identification of potential expanded or alternative uses
- Grace Heritage Center: evaluation of compatible uses beyond weddings and revenue-generating opportunities, including strategies used successfully by peer cities
- Georgetown Art Center: preliminary code, life-safety, and accessibility considerations, including feasibility of a new elevator
- Historic Shotgun House: considerations for protection of collections, and access planning strategies
- Identification of architectural, structural, and MEP implications associated with potential uses
- Meetings with the City to review progress and final concepts, including incoorporation of city feedback

PHASE 3 – COST REVIEW AND FINAL DELIVERABLES (5-6 Weeks)

URBANO will finalize feasibility findings and prepare clear, decision-oriented documentation to support City planning and communication. Tasks include:

- Planning-level Statements of Probable Construction Cost of the Georgetown Art Center
- High-level cost ranges for the Grace Heritage Center and minimal cost input for the Historic Shotgun House
- Working session with City staff to confirm priorities and refine recommendations
- Preparation of the final feasibility report

FINAL DELIVERABLES INCLUDE:

A comprehensive feasibility report addressing all three facilities, including:

- Summary of recommended future uses and priorities
- Test-fit plans and conceptual visualizations
- Planning-level Statements of Probable Construction Cost by building, with primary focus on the Georgetown Art Center, high-level cost ranges for Grace Heritage Center, and minimal cost input for the Historic Shotgun House
- Prioritized recommendations to guide future capital planning

EXCLUSIONS

The following services are excluded from this proposal unless authorized in writing as additional services by the City of Georgetown: Construction documents, Permitting and entitlement services, Construction administration, Texas Accessibility Standards (TAS) reviews, Hazardous materials testing or abatement, Design of new building additions, Master planning beyond the defined feasibility scope, Landscape architecture, Permit expediting, Technology, security, or specialty systems engineering, Interior design, or Furniture.

PROPOSED TEAM

URBANO will serve as the lead consultant and primary point of contact for the City of Georgetown. URBANO will lead all architectural services, feasibility analysis, conceptual planning, stakeholder coordination, and final reporting. Engineering and cost estimating services will be provided by URBANO's consultant team as follows:

- Structural Engineering: TYLin
- Mechanical, Electrical, and Plumbing Engineering: T&D Engineers
- Cost Estimating: Paradigm Construction

URBANO

PROPOSED SCHEDULE

URBANO anticipates an overall project duration of approximately 14-17 weeks, reflecting the refined scope and feasibility-level effort as outlined under Scope of Work. The schedule is subject to adjustment based on City review timelines, access to facilities, and stakeholder availability. Refer to page 21 for details.

FEE & PAYMENTS

Compensation for Services (outlined under Scope of Work, above) shall be a fixed fee of **$80,000**. Fee Summary by Discipline entails:

- Architectural Services (URBANO): $53,200
- Structural Engineering (TYLin): $9,000
- Mechanical, Electrical, and Plumbing Engineering (T&D Engineers): $11,800
- Cost Estimating (Paradigm Construction): $6,000

ADDITIONAL ESTIMATED SERVICES

- 3D Laser scanning and virtual tours: $3,000 - 8,000 per building. Example: https://projects.realityimt.com/imperialsugarbuilding/index.html
- Additional Renderings: $500-800 each
- Statements of Probable Construction Cost for Shotgun House and Grace Heritage Center: $6,000 - $9,000

The proposed fee reflects a comprehensive, multi-disciplinary feasibility study covering three facilities and includes all architectural, engineering, cost estimating, and coordination services required to support City decision-making.

Form of payment: Check or bank transfer to "Urbano Architects, PLLC". Terms of payment of the Architect's invoices are 30 days from the receipt of the invoice. The Architect's fees are not contingent upon project funding/financing.

This proposal is valid for sixty (60) days from the date of submission. If selected, URBANO will enter into the City of Georgetown's standard form of agreement as included in the RFQ.

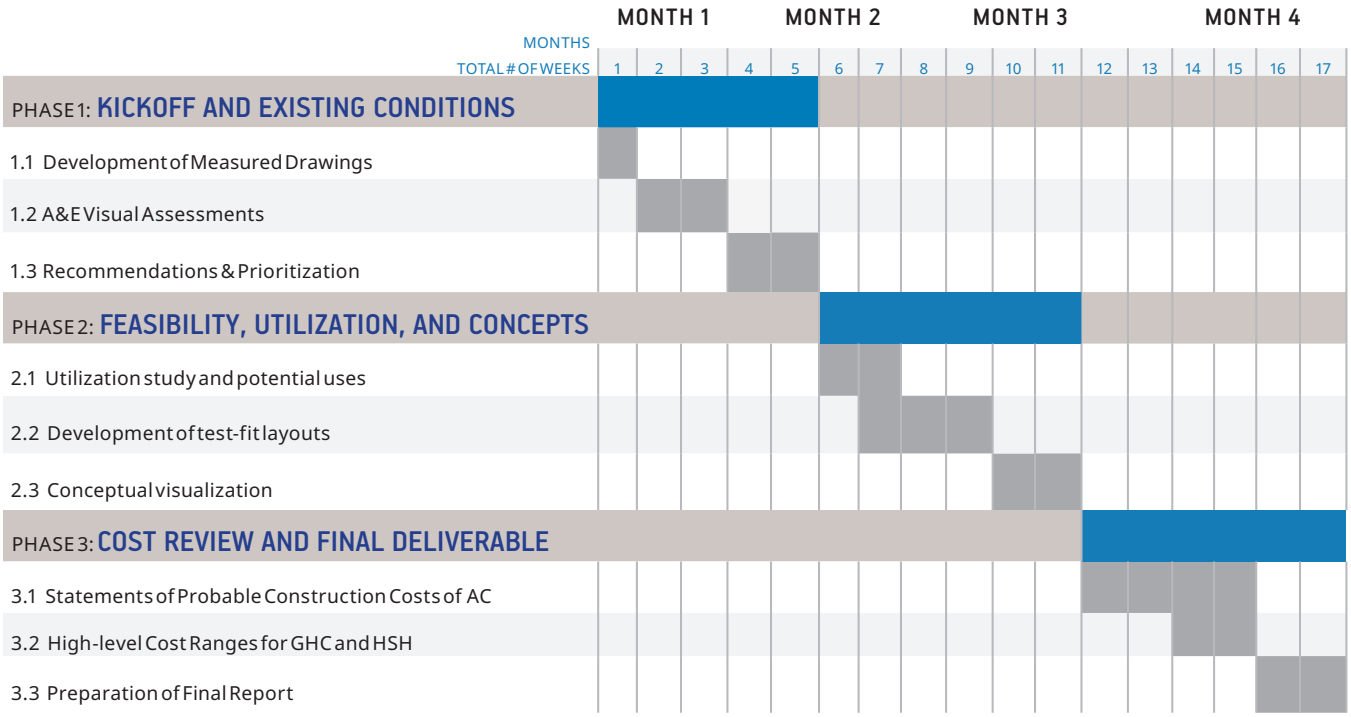
Sincerely,

Laura Carrera, AIA
Partner, URBANO

EXHIBIT 2
PROJECT MILESTONE SCHEDULE

URBANO

PROPOSED SCHEDULE:



City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Professional Services Agreement - Steinberg Hart Architecture for Phase II Library Needs Assessment

SUGGESTED ACTION:
Consideration and possible action to approve Steinberg Hart Architecture for the professional services associated with the Phase II Library Needs Assessment, which will evaluate the children's area, lobby, teen area, circulation desk and staff areas for renovation in the sum of $190,925.00 -- Jennifer Bettiol, CIP Manager

ITEM SUMMARY:
This study will evaluate the children's area, lobby, teen area, circulation desk and staff areas for options to optimize the available space to meet current demands. Steinberg Hart will develop a conceptual design and budget for a future renovation.

FINANCIAL IMPACT:
Cost Impact: $190,925.00

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
AE ArchitectServicesAgmnt_Library Facilities Phase II study final.pdf

AGREEMENT
BETWEEN OWNER AND PROJECT ARCHITECT

This Agreement is made as of _____, 2026__ (the "Effective Date")

By and between

The **Owner**:

City of Georgetown
808 Martin Luther King Jr. St
Georgetown, Texas 78626

and **Project Architect**:

Steinberg Hart
805 Brazos Street
Austin, TX 78701

for the following **Project**:
Library Facilities Study, Phase II

The Owner and the Project Architect agree as follows:

Article 1 Architect's Services

Architect agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of Architect's obligations under this Agreement (collectively, "Architect's Services"). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

Article 2 Architect's Responsibilities

2.1 Standard of Care. Project Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Architect's represented professional abilities with respect to performing Project Architect's services, duties, and obligations under this Agreement. Project Architect shall perform its Services (i) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect in accordance with the usual and customary professional standards of care, skill and diligence consistent with good architectural practices for architectural firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project, and (iii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Architect that will limit or prevent performance by Project Architect of its services. Project Architect hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

2.2 Personnel. Architect shall at all times provide sufficient personnel to accomplish Architect's Services in a timely manner. Architect shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

2.3 Documents. Architect shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect (by Owner or any other party) that Architect uses for the Project. Architect shall identify to the Owner in writing any such documents or data which, in Project Architect's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant for the accuracy or suitability of such documents or data as are furnished unless Architect advises Owner in writing that in Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect to proceed in accordance with the documents or data as originally given.

2.4 Errors and Omissions. Architect's Services shall be reasonably accurate. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner. Neither acceptance nor approval of Architect's services by the Owner shall relieve Architect of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Architect for its skill and knowledge in performing Project Architect's services. Owner shall have the right to reject any of Architect's services because of any fault or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by Project Architect or its consultants. Upon notice of any such errors or omissions, Architect shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Architect's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

2.5 Investigation. Architect shall make reasonable efforts to investigate any documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Project Architect's design for the Project and the construction of the Project. The Project Architect shall identify in writing to Owner any discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Project Architect to perform its services and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional architects, as appropriate.

2.6 TCEQ. When the project is subject to Texas Commission on Environmental Quality (TCEQ) regulations, Project Architect shall coordinate all related design efforts, including the civil engineer and landscape Architect, so that consideration of site design and Best Management Practices (BMP's) are integrated.

2.7 Representative. Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

2.8 Budget. Architect is responsible for managing the design of the Project so that its construction does not exceed the project budget.

2.9 Time. Architect shall perform all of Architect's services described herein as expeditiously as is consistent with (1) Architect's professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the project milestone schedules listed in Exhibit 2 so that the desired development and construction schedule for the Project shall be maintained. Architect shall at all times provide sufficient personnel to accomplish Architect's services within the time limits set forth in the schedules described herein. The project schedule shall contain milestone dates which have been established in Exhibit 2 or may be modified by the Owner to reflect current conditions. Changes in this schedule may be made only with the written approval of Owner. Project Architect shall perform all of its services in accordance with the then-current schedule approved by Owner.

Article 3 Owner's Responsibilities

3.1 The Owner shall provide the Architect with a full description of the requirements of the Project.

3.2 The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical, and other laboratory tests as reasonably required.

3.3 The Owner will review the Architect's drawings, specifications and other documents of service produced by Architect in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Architect of any design fault or defect in Architect's Services or Design Documents of which Owner becomes aware.

3.4 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's Services.

3.5 The Owner designates City of Georgetown CIP Manager as its representative authorized to act in the Owner's behalf with respect to the Project.

Article 4 Additional Services

Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Article 5 Reimbursable Expenses

5.1 Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and sub-consultants solely and directly in connection with the performance of Architect's Services for the following:

5.2 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.3 Professional models and renderings beyond the scope identified in Exhibit 1 if requested and approved in writing by the Owner.

5.4 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner, telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-project related items. All tips must be included within the per diem allowances.

Article 6 Compensation

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1. The maximum fee for Architect's Services shall not exceed One Hundred Eighty-Seven Thousand Four-Hundred Twenty-Five Dollars ($187,425.00).

The Architect's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner. Reimbursable expenses not to exceed Three Thousand Five Hundred Dollars ($3,500).

Article 7 Payments to the Project Architect

7.1 Architect shall present monthly Applications for Payment to the Owner detailing the Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Architect shall submit payroll information, receipts, invoices and any other evidence of payment which Owner shall deem necessary to support the amount requested.

7.2 Owner shall promptly review the Application for Payment and notify Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. For purposes of Texas Government Code 2251, the date performance of services is completed is the date when the Owner approves the Application for Payment. Architect shall pay all sub-consultants and other expenses incurred under this Agreement in accordance with Texas Government Code Chapter 2251.

7.3 Owner shall have the right to withhold from payments due Architect such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Architect or failure of Architect to perform its obligations under this Agreement.

Article 8 Project Architect Accounting Records

Records of Project Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three (3) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Consultant in writing.

Article 9 Ownership and Use of Documents

9.1 The Owner shall have the title to and ownership of all documents produced or developed by Architect and any sub-consultant in connection with this Agreement whether the Project is completed or not. Documents include publications, plans drawings, designs, renderings, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Architect shall deliver all documents to the Owner at completion of

the Project, termination of Services, or upon Owner's request. Architect may retain copies of its work product.

9.2 The Architect shall furnish to the Owner one set of digital files representing the final report/drawings/renderings, in both CADD and PDF format.

Article 10 Termination of Agreement

10.1 **Termination for Cause.** This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Architect's recovery for termination shall be strictly limited as provided below.

10.2 **Termination for Convenience.** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Architect.

10.3 **Compensation.** In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Architect prior to termination.

Article 11 Successors and Assigns

The Owner and the Project Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Project Architect, and Project Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

Article 12 Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Project Architect and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Project Architect.

Article 13 Insurance

13.1 General: Project Architect shall carry professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as required below with companies authorized to do business in the State of Texas or an eligible surplus lines insurer operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts as further described, acceptable to and approved by the Owner. The costs of such insurance will be at the expense of the Project Architect. The insurance policy shall remain in force for a period of two (2) years beyond the final completion date. Each request for payment by the Architect shall include the expiration date of the insurance. Project Architect shall deliver to Owner replacement certificates not less than thirty (30) days

after the expiration of any such insurance, and Project Architect may not make any changes to insurance without providing Owner at least thirty (30) days' written notice.

13.2 Professional Liability: Project Architect shall carry Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate. Such insurance shall cover all professional services rendered by or on behalf of the Project Architect and its consultants under the Agreement. Renewal policies written on Claims-Made basis will maintain the same retroactive date as is in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Project Architect agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of this policy unless the policy is renewed for two consecutive years after completion of the project. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two years after the expiration or cancellation of this policy.

13.3 On-Site Insurance: For services performed on Owner's premises, the Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate
Business Auto Liability	
Combined Single Limit	$1,000,000 each occurrence
Worker's Compensation	Statutory Limits

13.4 Services Provider shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner. Upon request, the Project Architect shall furnish complete sets of its insurance policies to Owner for review.

13.5 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence of all insurance before the execution and delivery of this Agreement and prior to the performance of any services by Project Architect under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name Owner as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Worker's compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of Owner. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

13.6 Project Architect is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

13.7 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed or emailed to the following contact.

City of Georgetown Purchasing
510 W. 9th Street
Georgetown, TX 78626

13.8 The insurance policies required in this Agreement will be kept in force for the periods specified below:

- Required coverages will be kept in force until receipt of Final Payment to Project Architect;
- Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted in writing.

Article 14 Indemnity

14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ARCHITECTS, REASONABLE ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TASK ORDER OR SPECIFIC PROJECT RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ARCHITECT OR ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR ANY TASK ORDER HEREUNDER. ARCHITECT FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION.

14.2 Intellectual Property

a. PROJECT ARCHITECT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ARCHITECT

OR ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ARCHITECT SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.

b. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ARCHITECT SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ARCHITECT'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ARCHITECT IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ARCHITECT SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ARCHITECT SHALL REIMBURSE OWNER FOR ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.

Article 15 Miscellaneous Provisions

15.1 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

15.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws. The Owner and the Project Architect each submit to exclusive jurisdiction of the courts of Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

15.3 **Waivers.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

15.4 **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

15.5 **Independent Contractor.** Project Architect acknowledges that it is engaged as an independent Contractor and that Owner has no responsibility to provide Project Architect or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Project

Architect is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Project Architect hereby agrees to make Project Architect's own arrangements for any of such benefits as Project Architect may desire and agrees that Project Architect is responsible for all income taxes required by applicable law.

15.6 **Proprietary Interests.** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Project Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential. Project Architect shall not, beginning on the date of first association or communication between Owner and Project Architect and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Project Architect's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Project Architect shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Project Architect as an independent Contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Project Architect shall obtain assurances similar to those contained in this Subparagraph from persons, vendors and consultants retained by Project Architect. Project Architect acknowledges and agrees that a breach by Project Architect of the provisions hereof will cause Owner irreparable injury and damage. Project Architect, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

15.7 **Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Project Architect a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Project Architect shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

15.8 **Dispute Resolution.**

15.8.1 If a dispute arises under this Agreement, Owner and Architect agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.

15.8.2 If the Owner and Architect fail to resolve a dispute through negotiation, then Owner and Architect agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement to mediation.

15.8.3 If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Architect arising out of or relating to this Agreement (a) may be submitted to binding arbitration by written agreement, or (b) may be filed by either Owner or Architect in a court of competent jurisdiction.

15.8.4 Upon Owner's request, Architect shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement.

15.9 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and

shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:
City of Georgetown
510 W. 9th Street
Georgetown, Texas 78626
Attention: Purchasing

With Copies to:
City of Georgetown
ATTN: City Manager and City Attorney
P.O. Box 409
Georgetown, TX 78627
David.Morgan@georgetown.org
Skye.Masson@georgetown.org

If to Project Architect:
Steinberg Hart
805 Brazos Street
Austin, TX 78701
ATTN: Douglas Moss, Partner
dmoss@steinberghart.com

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

15.10 **Authority to Act.** Project Architect warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Project Architect has been duly authorized to act for and bind Project Architect.

15.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

15.12 **179 D Benefit Allocation.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with Project Architect.

15.12.1 If the Owner and the Internal Revenue Service (IRS) determine that the Project Architect is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Project Architect could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Project Architect hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs

realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Architect fees or both.

15.12.2 Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

15.12.3 Project Architect agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

15.13 **Disclosure of Interested Parties.** By signature hereon, Project Architect certifies that, if the value of this agreement exceeds $1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Section 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project Architect.

15.14 **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.15 **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Project Architect certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.16 **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

15.17 **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Project Architect certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries, and will not boycott firearm and ammunition industries during the Term of this Agreement. Project Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

CITY OF GEORGETOWN

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by Josh Schroeder, Mayor of the City of Georgetown, on behalf of the City.

_____
Notary Public – State of Texas

Project Architect:

_____

Printed Name: _____

Title: _____

Architect License or Firm's Certificate No: _____

State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ on behalf of _____.

_____
Notary Public – State of Texas

EXHIBIT 1
ARCHITECT SERVICES

The terms and conditions of the Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from or attempts to alter the terms of the Agreement.

Architect shall perform the following services

SCOPE OF WORK:
The scope of work for this effort is to create a Concept Design for the transformation of the first floor of the existing main public library for the City of Georgetown. There will be also modest work on the second level in the location of the current Second-Hand Prose Bookstore. This effort will include developing a space program for the required spaces; developing an approved conceptual design; three conceptual renderings of the interior spaces; integrating designs with MEP and AV/IT/ Acoustical consultants; and providing a cost estimate for the Total Project Cost. The areas to be included for the first floor are:

1. Children's area (including enclosing the outdoor current porch)
2. Lobby adjustments to the first floor (include new entry door hardware, improved lighting, additional storage, better sculpture presentation)
3. Re-working current Teens/Computers/New Books/ Holds/Spanish-language/Cafe Seating into a new space for Teens/ Holds/ Second-Hand Prose/ Café Seating
4. Transformation of the Circulation and Help Desk (including connection with the staff support areas)
5. Improvements to staff areas (including new enclosed offices for 1-3 staff; new furniture and enclosed conference rooms and phone booths for improved operations)
6. Second-floor plan layouts for relocating computers, large-print collection, and potentially Spanish-language collection. The second-floor area may also include space for 1-2 staff members.
7. Consider design options for improving exterior seating area near Little Lemon.
8. Areas not included in the concept design include the Little Lemon Café; Public Restrooms; egress stairs; and the loading dock.

The consultants to be utilized were part of the Phase I and include the following:
1. Cleary Zimmerman – MEP Engineer
2. DataCom – Audio/Visual and Acoustical Consultant
3. Vermeulens – Cost Estimator

LIST OF DELIVERABLES:
The following items will be included as the comprehensive list of deliverables for the project:
+ Proposed Architectural Floor Plan with proposed scope of work
+ Proposed Furniture and Equipment Plan
+ Proposed presentation plan
+ Three professional renderings
+ Architectural narrative

+ Outline of proposed interior/architectural scope of work
+ Written Summary from MEP engineer
+ Written Summary from the IT/AV/ Acoustical consultant
+ Detailed construction cost estimate from the professional cost estimator
+ Total Project Cost Model (including construction and soft costs)
+ 6-8 page Executive Summary (PDF format)
+ Complete report with all related documents to the project (PDF format)

EXHIBIT 2
PROJECT MILESTONE SCHEDULE

The schedule for this effort is outlined below. Each deadline shall be completed by the end of each month.

April 2026	Review and execution of the ASA agreement
April 2026	Client Workshop #1
May 2026	Client Workshop #2
June 2026	Client Workshop #3
	90% complete Concept Design
July 2026	Cost Estimate completed
	100% complete Concept Design completed
August 2026	City Council Presentation (if required)

Note: Each Client Workshop can include multiple meetings with various user groups or staff. Some of these may be hybrid meetings with some Steinberg Hart team members being in-person and others being connected via Teams.

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Municipal Service Agreement - 2025-8-ANX - 3500 FM 971

SUGGESTED ACTION:
Consideration and possible action to approve a Municipal Service Agreement (MSA) for approximately 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The City owns the subject property and intends to construct the Pecan Branch Water Reclamation Facility upon it. As part of its development, the City must pass this Municipal Service Agreement as part of the annexation process for bringing the subject property into City Limits.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-8-ANX - MSA Presentation.pdf
2025-8-ANX Pecan Branch Water Reclamation Facility Municipal Service Agreement.pdf
MEtes and Bounds.pdf

Pecan Branch Water Reclamation Facility – Municipal Services Agreement 2025-8-ANX

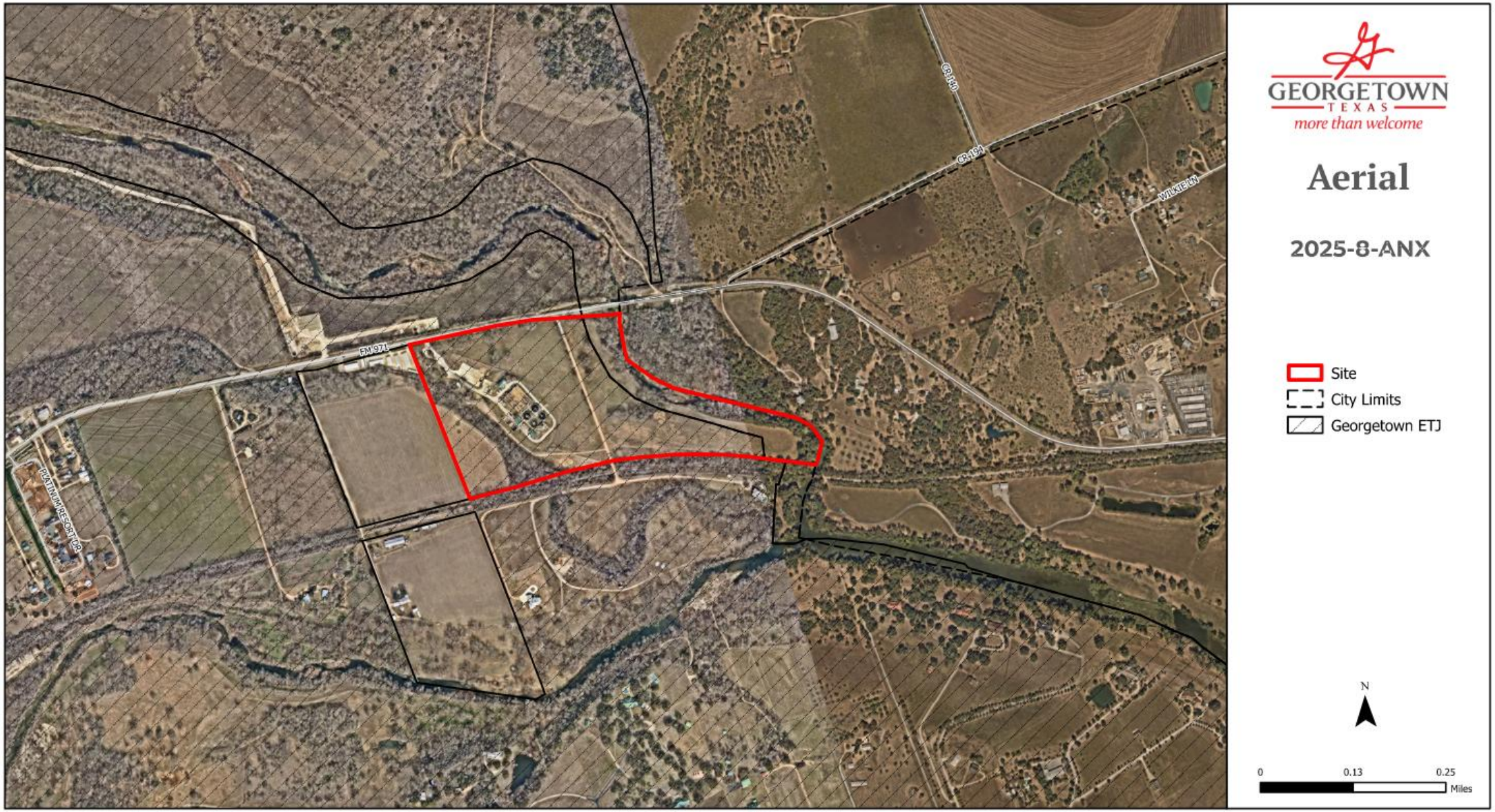
May 12, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-8-ANX

- Consideration and possible action to approve a Municipal Service Agreement (MSA) for approximately 46.99 acres of City of Georgetown owned property situated in the Joseph Berry Survey, Abstract No. 63, to be known as the Pecan Branch Water Reclamation Facility, generally located at 3500 FM 971, Georgetown, TX 78626 (2025-8-ANX). Ryan Clark, AICP, Planning Manager


GEORGETOWN
TEXAS
more than welcome
Aerial
2025-8-ANX
Site
City Limits
Georgetown ETJ
N
0
0.13
0.25
Miles
FM 971
CR-194
WILKIE LN
PLATINUM RESORT DR

Annexation Process

Tentative Schedule

Status	Date	Body	Purpose
✓	April 21	City Council	Resolution to begin Annexation Proceedings
✓	May 12	P&Z	Public Hearing & Consideration of Zoning
✓	June 2	City Council	Municipal Services Agreement
	June 23	City Council	Public Hearing & 1st Reading
	July 21	City Council	2nd Reading

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND THE CITY OF GEORGETOWN, TEXAS

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, _____ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and The City of Georgetown ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, the City owns certain parcels of land located at 3500 FM 971, Georgetown, Texas 78626, which consists of approximately 46.99 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2025-8-ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.

iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.

vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.

x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.

xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.

xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. SERVICE LEVEL. The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

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

8. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

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

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

13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

By: _____
Josh Schroeder
Mayor

Approved as to Form:

_____
Skye Masson
City Attorney

Attest:

_____
Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the _____ day of _____, 20___, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

EXHIBIT “A”

METES AND BOUNDS DESCRIPTION

BEING A 26.466-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 26.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, for the northwesterly corner and POINT OF BEGINNING hereof, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northeasterly corner hereof;

THENCE departing the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract, S20°55'06"E for a distance of 1087.93 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume

Unofficial Document

2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of the said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) Along the arc of said curve to the left an arc distance of 358.33 feet, having a radius of 3869.83 feet, a delta angle of 5°18'19", and a chord which bears S78°10'26"W a distance of 358.21 feet to a capped iron rod set on a point at the end of said curve;

2) S75°31'16"W for a distance of 671.84 feet to a 3/4" iron pipe found on a point being the southeasterly corner of aforementioned 19.06-acre Kallus tract, the southwesterly corner of said 46.915-acre tract and southwesterly corner hereof;

THENCE with the easterly boundary line of said 19.06-acre Kallus tract and the westerly boundary line of said 46.915-acre tract, N20°56'20"W for a distance of 1156.33 feet to the POINT OF BEGINNING containing 26.466 acres of land, more or less.

<> DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date
TPRF 26.466 AC. TRACT

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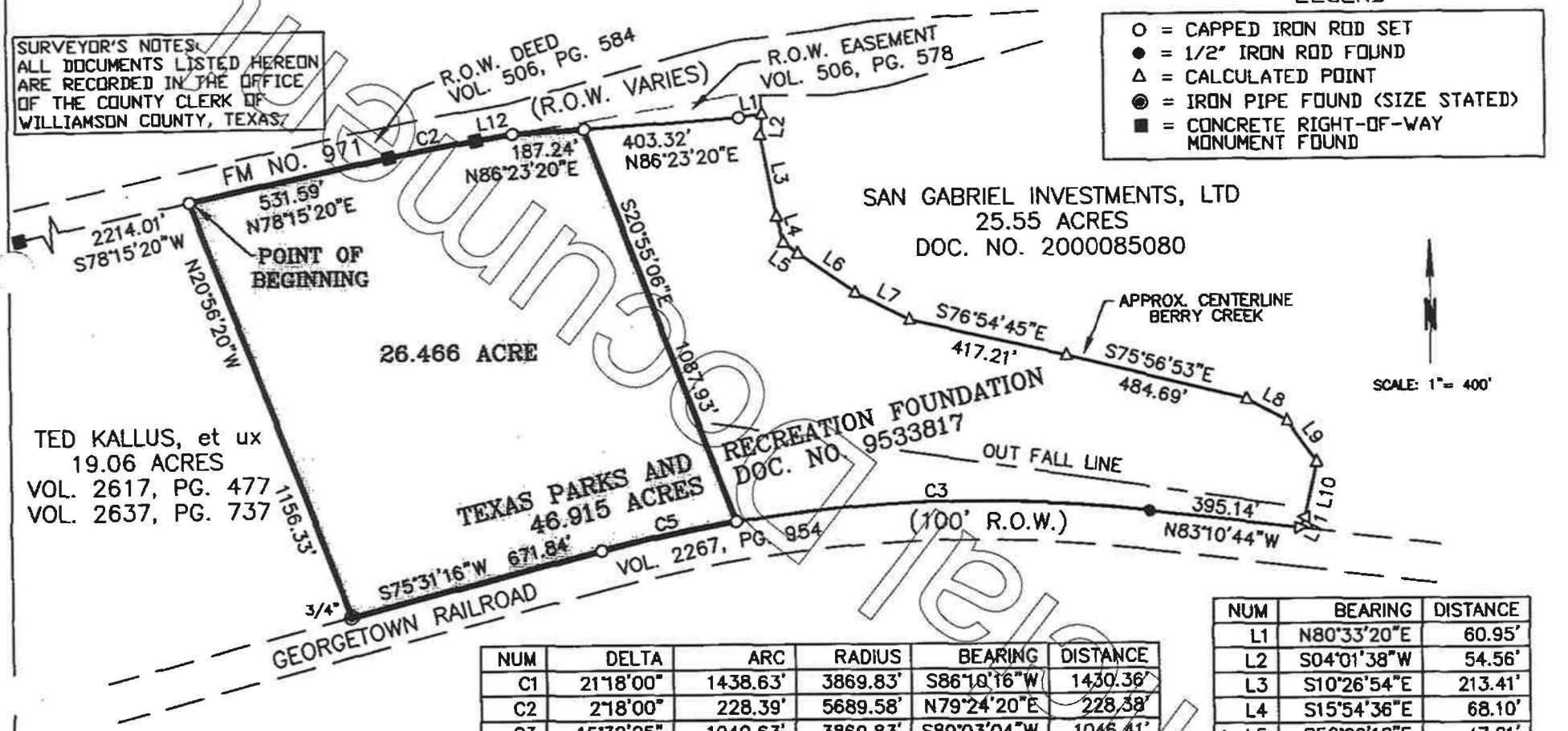
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 26.466 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND
- O = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
C2	2°18'00"	228.39'	5689.58'	N79°24'20"E	228.38'
C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N86°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

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METES AND BOUNDS DESCRIPTION

BEING A 0.748-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.748-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 187.24 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and the northerly boundary line of said 46.915-acre tract N86°23'20"E for a distance of 31.42 feet to a capped iron rod set on a point being the northeasterly corner hereof;

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THENCE leaving the southerly boundary line of said 0.483-acre tract, through the interior of said 46.915-acre tract S20°55'06"E for a distance of 1084.94 feet to a capped iron rod set on a point being in the southerly boundary line of the said 46.915-acre tract and the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the beginning of a curve to the left and the southeasterly corner hereof;

THENCE with the northerly boundary line of said Georgetown Railroad and the southerly boundary line of said 46.915-acre tract along the arc of said curve to the left an arc distance of 30.67 feet, having a radius of 3869.83 feet, a delta angle of 0°27'14", and a chord which bears S81°03'13"W a distance of 30.67 feet to a capped iron rod set on a point being the southwesterly corner hereof;

THENCE leaving the northerly boundary line of said Georgetown Railroad right-of-way, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1087.93 feet to the POINT OF BEGINNING containing 0.748 acres of land, more or less.

DIAMOND SURVEYING, INC.
316 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. No. 5281 — 9/15/03 Date

DOT 2003-69

Unofficial Document

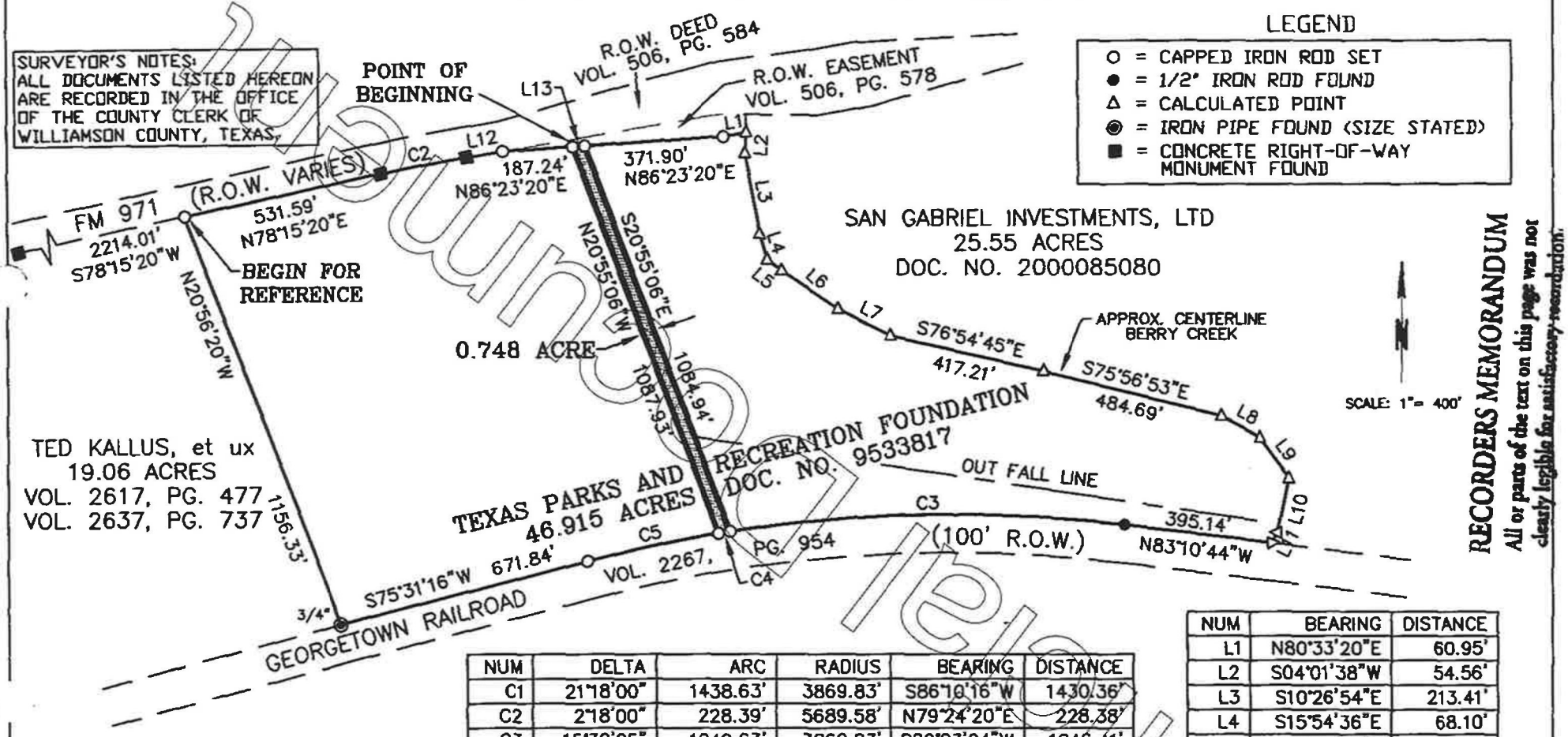
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

BEING A 0.748 ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915 ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYOR'S NOTES:
ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- ○ = CAPPED IRON ROD SET
- ● = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- ◉ = IRON PIPE FOUND (SIZE STATED)
- ■ = CONCRETE RIGHT-OF-WAY MONUMENT FOUND



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	21°18'00"	1438.63'	3869.83'	S86°10'16"W	1430.36'
C2	2°18'00"	228.39'	5689.58'	N79°24'20"E	228.38'
C3	15°32'25"	1049.63'	3869.83'	S89°03'04"W	1046.41'
C4	0°27'14"	30.67'	3869.83'	S81°03'13"W	30.67'
C5	5°18'19"	358.33'	3869.83'	S78°10'26"W	358.21'

NUM	BEARING	DISTANCE
L1	N80°33'20"E	60.95'
L2	S04°01'38"W	54.56'
L3	S10°26'54"E	213.41'
L4	S15°54'36"E	68.10'
L5	S52°02'18"E	47.21'
L6	S55°33'05"E	180.02'
L7	S63°35'20"E	158.47'
L8	S61°26'52"E	119.78'
L9	S35°59'45"E	132.35'
L10	S12°48'55"W	144.77'
L11	S26°40'18"W	30.95'
L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — 9/15/03 DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING A 19.776-ACRE TRACT OF LAND SITUATED IN THE JOS. BERRY SURVEY, ABSTRACT NO. 63, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 46.915-ACRE TRACT OF LAND CONVEYED TO TEXAS PARKS AND RECREATION FOUNDATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 9533817 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.776-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a capped iron rod set on a point in the southerly right-of-way line of F.M. Road No. 971, same being the northeasterly corner of a 19.06-acre tract of land conveyed to Ted Kallus, et ux, by instruments recorded in Volume 2617, Page 477, and Volume 2637, Page 737 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of the said 46.915-acre, from which a concrete monument found on the southerly right-of-way line of F.M. Road No. 971 bears S78°15'20"W a distance of 2214.01 feet;

THENCE with the said southerly right-of-way line and northerly boundary line of said 46.915-acre tract the following three (3) courses and distances:

1) N78°15'20"E for a distance of 531.59 feet to a concrete monument found on a point being at the beginning of a curve to the right;

2) Along the arc of said curve to the right an arc distance of 228.39 feet, having a radius of 5689.58 feet, a delta angle of 2°18'00", and a chord which bears N79°24'20"E a distance of 228.38 feet, to a concrete monument found;

3) N80°33'20"E for a distance of 95.40 feet to a capped iron rod set on a point being the westerly corner of a 0.483-acre Right-of-Way Easement, recorded in Volume 506, Page 578 of said Deed Records, for an angle point hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract, N86°23'20"E for a distance of 218.66 feet to a capped iron rod set on a point being the northwesterly corner and POINT OF BEGINNING hereof;

THENCE with the southerly boundary line of said 0.483-acre tract and northerly boundary line of said 46.915-acre tract the following two (2) courses and distances:

1) N86°23'20"E for a distance of 371.90 feet to a capped iron rod set on a point being an angle point hereof;

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2) N80°33'20"E for a distance of 60.95 feet to a point in the centerline of Berry Creek being on the westerly boundary line of a 25.55-acre tract of land conveyed to San Gabriel Investments, Ltd. by instrument recorded in Document No. 2000085080 of the Official Records of Williamson County, Texas, being the southeasterly corner of said 0.483-acre tract and the northeasterly corner of said 46.915-acre tract and northeasterly corner hereof;

THENCE with the easterly boundary line of said 46.915-acre tract and westerly boundary line of said 25.55-acre tract and the centerline of Berry Creek the following twelve (12) courses and distances:

1) S04°01'38"W for a distance of 54.56 feet to a point;
2) S10°26'54"E for a distance of 213.41 feet to a point;
3) S15°54'36"E for a distance of 68.10 feet to a point;
4) S52°02'18"E for a distance of 47.21 feet to a point;
5) S55°33'05"E for a distance of 180.02 feet to a point;
6) S63°35'20"E for a distance of 158.47 feet to a point;
7) S76°54'45"E for a distance of 417.21 feet to a point;
8) S75°56'53"E for a distance of 484.69 feet to a point;
9) S61°26'52"E for a distance of 119.78 feet to a point;
10) S35°59'45"E for a distance of 132.35 feet to a point;
11) S12°48'55"W for a distance of 144.77 feet to a point;
12) S26°40'18"W for a distance of 30.95 feet to a point being the southeasterly corner of said 46.915-acre tract and the southwesterly corner of said 25.55-acre tract, being on the northerly boundary line of Georgetown Railroad right-of-way, 100 feet in width, conveyed in Volume 2267, Page 954 of the Official Records of Williamson County, Texas, for the southeasterly corner hereof;

THENCE with the southerly boundary line of said 46.915-acre tract and northerly boundary line of said Georgetown Railroad the following two (2) courses and distance:

1) N83°10'44"W for a distance of 395.14 feet to an iron rod found on a point being the beginning of a curve to the left;
2) Along the arc of said curve to the left an arc distance of 1049.63 feet, having a radius of 3869.83 feet, a delta angle of 15°32'25", and a chord which bears S89°03'04"W a distance of 1046.41 feet to a capped iron rod set on a point being the southwesterly corner hereof;

Unofficial Document

THENCE leaving the northerly boundary line of said Georgetown Railroad, through the interior of said 46.915-acre tract N20°55'06"W for a distance of 1084.94 feet to the POINT OF BEGINNING containing 19.776 acres of land, more or less.

<> DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

9/15/03

SHANE SHAFER, R.P.L.S. No. 5281 Date

DSI 2003-69

Unofficial Document

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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Unofficial Document

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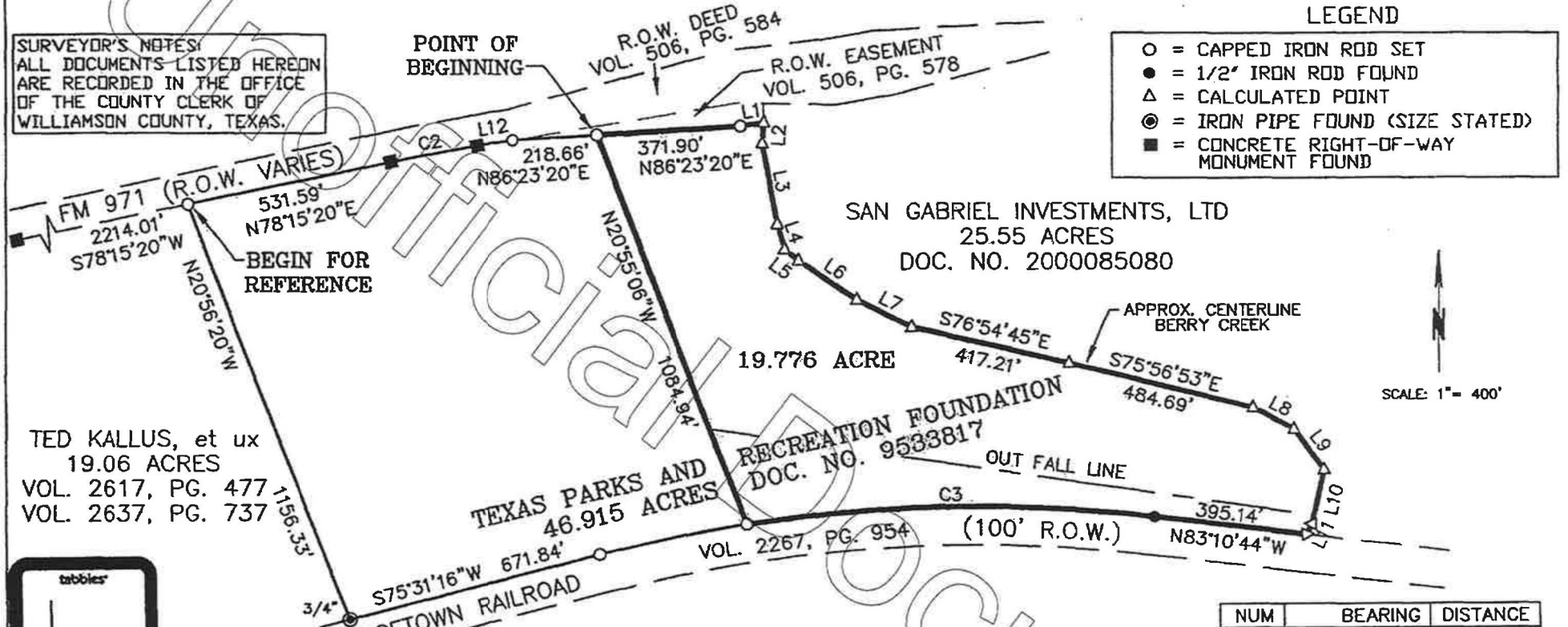

LEGEND

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L12	N80°33'20"E	95.40'
L13	N86°23'20"E	31.42'

tabbies

EXHIBIT "B"

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on September 8, 2003. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without the benefit of a Title Commitment, and may be subject to instruments of record not shown hereon. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281

9/15/03
DATE

DIAMOND SURVEYING, INC.
516 LEANDER ROAD, GEORGETOWN, TX 78626
(512) 931-3100

SHEET 1 OF 1

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Temporary Construction Easement with Habitat for Humanity of Williamson County

SUGGESTED ACTION:
Consideration and possible action to approve a Temporary Construction Easement on City-owned property with Habitat for Humanity of Williamson County ("Habitat") in order to allow Habitat to temporarily store building materials, equipment, vehicles and other construction-related supplies, as needed for Habitat's construction of affordable housing on property owned by Habitat and near City's Property, and to authorize the City Manager to execute the Temporary Construction Easement in the form substantially similar to the document attached hereto -- Juan C. Rodriguez, Real Estate Program Manager - Real Estate Services

ITEM SUMMARY:
Habitat for Humanity of Williamson County ("Habitat") is in the process of facilitating the construction of affordable housing to benefit two community families. The two (2) Habitat-owned sites are located at 1839 Hart Street and 1901 Leander Street, in Georgetown. The City property that is the subject of the Temporary Construction Easement is located across the street from 1839 Hart Street. Due to limited available space on the two Habitat-owned future home sites, Habitat has requested the use of the City property for an initial term of six (6) months, with full site restoration upon completion of Habitat's home construction activities on their nearby properties. This Temporary Construction Easement effectuates the agreement terms between the City of Georgetown and Habitat for Humanity of Williamson County and delineates the terms under which the City consents to the temporary use of the City's property.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Susan Demeo, City Attorney's Office/ Real Estate

ATTACHMENTS:
Temporary Construction Easement w Exhibit - Habitat.pdf

TEMPORARY CONSTRUCTION EASEMENT

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

This Temporary Construction Easement (this "Agreement") is made on the ____ day of _____ 2026, at Georgetown, Texas, between the **City of Georgetown**, a Texas home-rule municipal corporation, whose address is P.O. Box 409, Georgetown, Texas, 78627 (hereinafter referred to as "Grantor"), and **Habitat For Humanity of Williamson Count**y, a Texas non-profit corporation ("Grantee")**,** whose mailing address is 2108 N. Austin Avenue, Georgetown, Texas 78626 (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANT, SELL and CONVEY to Grantee, its successors and assigns, a temporary construction easement and right-of-way (the "Easement") on, over, and across the following described property of the Grantor, to wit:

> Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being generally described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Easement Area").

2. The Easement and the rights and privileges herein conveyed are granted for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used by Grantee only for the purpose of temporarily storing construction supplies, trucks, construction vehicles and equipment on and within the Easement Area, and for the purpose of traversing on, over and across the Easement Area in connection with Grantee's construction activities near Grantor's property (the "Project").

4. This Agreement and the Easement shall be in effect from the date construction begins on the Project and shall expire upon completion of construction of the Project, or six (6) months from the date of execution hereof, whichever occurs first (the "Termination Date").

5. Grantee shall install barricades on the northern portion of Easement Area so as to prevent access to the rest of Grantor's property during the term of this Agreement. Grantee, at its sole cost and expense, shall maintain the Easement Area in a good, clean and well-maintained condition, which shall include promptly removing all trash and debris therefrom. After completion of the Project, but in any event, prior to the Termination Date, Grantee shall, at Grantee's sole cost, remove all trash, debris, construction equipment, vehicles and other construction materials from the Easement Area, and shall return the Easement Area, as it existed prior to Grantee's start of

construction activities, to like or better condition, or as close thereto as reasonably possible, including, but not limited to, re-seeding Easement Area with similar grass.

6. The Easement herein created is not exclusive, and Grantor hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of Grantee, to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, including, without limitation, the right to grant utility or other required easements to utility providers or governmental authorities on the Easement Area, and to make or construct improvements over, across, upon and under the Easement Area as Grantor, in its sole and absolute discretion, may elect; *provided, however,* any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under such Easement Area shall not unreasonably interfere with, or unreasonably restrict the use of, the Easement by Grantee for the easement purposes as provided for herein.

7. GRANTEE ACCEPTS THIS AGREEMENT, THE EASEMENT, AND THE EASEMENT AREA AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. GRANTOR MAKES NO IMPLIED OR EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THIS AGREEMENT, THE EASEMENT, OR THE EASEMENT AREA. ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED. GRANTEE FULLY RELEASES GRANTOR AND GRANTOR'S PARENT AND ALL SUBSIDIARIES, PARTNERS, MEMBERS, REPRESENTATIVES, AGENTS, EMPLOYEES, AND CONSULTANTS (EACH, A "**GRANTOR PARTY**"), FROM LIABILITY FOR ANY CLAIMS, DAMAGES, CAUSES OF ACTION, OR LIABILITIES WITH RESPECT TO THE EASEMENT AREA, THE EASEMENT, OR THIS AGREEMENT EXCEPT FOR ANY CLAIMS, DAMAGES, CAUSES OF ACTION, OR LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR PARTY. THIS PROVISION WILL SURVIVE THE TERMINATION OR RELEASE OF THIS AGREEMENT.

8. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

9. The terms of this Agreement shall be binding upon Grantors, and Grantors' heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee.

IN WITNESS WHEREOF, Grantors and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

GRANTEE:

Habitat for Humanity of Williamson County,
a Texas non-profit corporation

By:_____

Name: _____

Title: _____

ACKNOWLEDGMENT

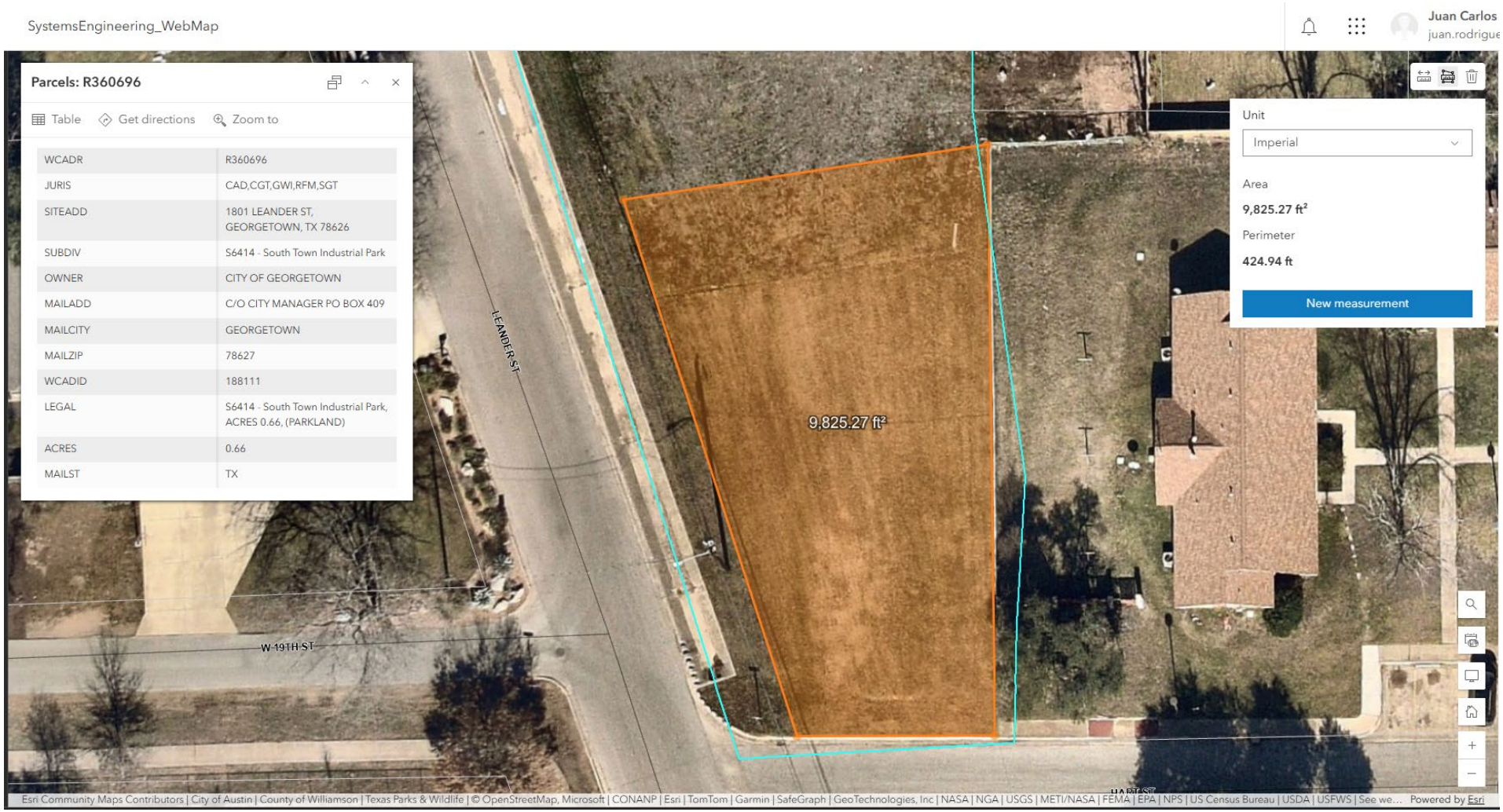
STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, as the _____ of Habitat for Humanity of Williamson County, a Texas non-profit corporation, on behalf of said non-profit corporation.

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO GRANTOR:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT "A"



An approximate 9,825 square feet area of the southern portion (as illustrated above) of a 0.66-acre Tract in the Clement Stubblefield Survey, Abstract No. 55, located at the NE corner of Hart Street and Leander Street, Georgetown, Texas 78626, and part of the South Town Industrial Park Subdivision shown as Parkland on the map or plat in Cabinet N, Slides 246-247 of the Plat Records of Williamson County Texas, and as described in a Special Warranty Deed to the City of Georgetown and recorded in Document No. 1997023074

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Public Hearing - Bluffview Public Improvement District (PID)

SUGGESTED ACTION:
Public Hearing on Proposed Assessments to be Levied against property in the Bluffview Public Improvement District Improvement Area #1 -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
The purpose of the public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located in the Bluffview Public Improvement District, which is located on approximately 68 acres of land generally located at FM 2243 and Southwest Bypass in the city limits of Georgetown, Texas.

Please see the attached public notice, which was posted in the April 29, 2026 edition of The Sun, for the:
1. General Nature of Improvements
2. Estimated Costs of Improvements
3. Proposed Estimated Assessments
4. Boundaries of the District

Council is not being asked to take action on this item.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bluffview PID-Public Hearing for the Assessment ORD.pdf

Bluffview Public Improvement District

Public Hearing on Levy of Proposed Assessments

Presented by
Nick Woolery, Assistant City Manager

May 12, 2026

GEORGETOWN TEXAS

Timeline

- **December 8, 2020 - 1st Workshop**
- **February 8, 2022 – 2nd Workshop**
- **March 22, 2022 - Public Hearing and PID Creation Resolution**
- **April 14, 2026 - Cost of Determination Resolution**
  - Includes estimated assessment roll and preliminary Service and Assessment Plan
- **April 28, 2026- 1st Reading of an Ordinance** (previous item)
  - Levying of special assessments
  - Council to adopt Service and Assessment Plan (SAP) and agreements by ordinance
- **May 12, 2026- Public Hearing and 2nd Reading of an Ordinance** *we are here*
  - Levying of special assessments
  - Council to adopt Service and Assessment Plan (SAP) and agreements by ordinance
- **Future Council Meetings- Bond Issuing**

Purpose

- The purpose of this public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located in the "Bluffview Public Improvement District" (the "PID") pursuant to Chapter 372 of the Texas Local Government Code. Any written and oral objections must be considered at this hearing.

- This is a public hearing. Any action will be taken in the next item, which is the 2nd reading of the Assessment Ordinance.

Second Reading of an Ordinance

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA #1 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.

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
Second Reading - Levying Special Assessments for Bluffview Public Improvement District (PID)

SUGGESTED ACTION:
Second Reading of an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for The Bluffview Public Improvement District improvement Area #1; Fixing a Charge and Lien Against All Properties within Improvement Area #1 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 -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On March 22, 2022, in accordance with the requirements of the Texas Local Government Code Chapter 372 (the "PID Act") and after notice and hearing, the City Council passed and approved Resolution No. 032222-AA (the "Creation Resolution") authorizing the creation of Bluffview Public Improvement District (the "PID"). The PID is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District, which is comprised of approximately 28.949 acres. On April 14, 2026, the City Council passed and approved Resolution No. 041426-XX, which made certain findings regarding several matters, including the nature and estimated cost of the Authorized Improvements as set forth in a preliminary service and assessment plan, the annual indebtedness and projected cost of the Authorized Improvements, and a proposed Assessment Roll showing the amount of the Assessments, and Annual Installments of the Assessments determined by the method chosen by the City consistently with the PID Act. Now, the proposed Ordinance presented to Council will put the PID financing mechanism into action by levying the Assessments and approving an updated Service and Assessment Plan (including an "Improvement Area #1 Assessment Roll") for the benefitted property in the PID (the “Assessment Ordinance”). Pursuant to the PID Act, the statutory notice of a public hearing to be held by the City Council on May 12, 2026 was published on April 29, 2026, in The Williamson County Sun and mailed to the addresses of record at the Williamson Central Appraisal District. In connection with the levy of the Improvement Area #1 Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within Improvement Area #1 will 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 #1 Assessment Roll, consents to and accepts the levy of the Improvement Area #1 Assessments against their property located within the District and agree to pay the Improvement Area #1 Assessments. The Assessment Ordinance and its attachments/exhibits will describe in detail the amount of the Assessments (including the amount of the annual installments of the Assessments if paid over time), how and when the Assessments are to be collected, and the nature and cost of the Authorized Improvements.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bluffview PID Assessment Ordinance (with Exhibits).pdf

ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA #1 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 the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended (the "PID Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Georgetown, Texas (the "City") on December 28, 2021 (the "Petition") pursuant to the PID Act, requesting the creation of a public improvement district to be located within the corporate limits of the City to be known as Bluffview 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, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

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

WHEREAS, on March 22, 2022 after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Petition as required by Section 372.009 of the PID Act and on March 22, 2022 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 032222-AA (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, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; 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 recording of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District, which is comprised of approximately 28.949 acres located within the District ("Improvement Area #1") and wholly located within Williamson County, Texas; and

WHEREAS, pursuant to the PID Act, the proposed *"Improvement Area #1 Assessment Roll"* and Service and Assessment Plan (as defined herein) 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 May 12, 2026 was published on April 29, 2026, in *The Williamson County Sun*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments (the "Improvement Area #1 Assessments") on real property within Improvement Area #1 of the District; 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 #1 Assessment Roll and the Service and Assessment Plan and the levy of the Improvement Area #1 Assessments on property within Improvement Area #1 of the District to the addresses of record at the Williamson Central Appraisal District, such addresses being the last known addresses of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on May 12, 2026, held a public hearing to consider the levy of the proposed Improvement Area #1 Assessments on property within Improvement Area #1 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 #1 Assessment Roll, and the proposed Improvement Area #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 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 #1 of the District (the "Improvement Area #1 Improvements") and Improvements Area #1's allocable share of the authorized improvements to be undertaken for the benefit of all property in the entire District (collectively, the "Improvement Area #1 Projects"), the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Authorized Improvements (as defined in the Service and Assessment Plan), and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

WHEREAS, the City Council finds and determines that the Bluffview Public Improvement District Service and Assessment Plan, which includes the Improvement Area #1 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #1 Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Improvement Area #1 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 #1 Authorized Improvements as described in the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, or the levy of the Improvement Area #1 Assessments; and

WHEREAS, in connection with the levy of the Improvement Area #1 Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within Improvement Area #1 will 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 #1 Assessment Roll, consents to and accepts the levy of the Improvement Area #1 Assessments against their property located within the District and agree to pay the Improvement Area #1 Assessments; and

WHEREAS, the City Council closed the public hearing on May 12, 2026, 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 GEORGETOWN, 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 #1 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 #1 Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the Improvement Area #1 Improvements, Improvement Area #1's allocable share of the Major Improvements, Bond Issuance Costs, and First Year Annual Collection Costs (each as defined in the Service and Assessment Plan) (collectively, the "Improvement Area #1 Authorized Improvements"). The Improvement Area #1 Improvements benefit and serve all of the property within Improvement Area #1 of the District and are set forth in Section III of the Service and Assessment Plan. The Major Improvements benefit and serve all of the property within the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #1 of the District that: (i) the enhancement and value to accrue to Improvement Area #1 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #1 Authorized Improvements will be equal to or in excess of the amount of the cost of the proposed Improvement Area #1 Authorized Improvements; (ii) that the apportionment of the costs of the Improvement Area #1 Authorized Improvements and the Improvement Area #1 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 #1 Authorized Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #1 Authorized Improvements 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 #1 Authorized Improvements and Improvement Area #1 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 #1 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 cost of said Improvement Area #1 Authorized Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F 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 #1 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 F 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 #1 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 #1 Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 8. (a) The levy of the Improvement Area #1 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 #1 Authorized Improvements to be assessed against the property within Improvement Area #1 of the District, shall be as set forth in the Service and Assessment Plan.

(c) Improvement Area #1 Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Improvement Area #1 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #1 Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

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

(g) Improvement Area #1 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 #1 Authorized Improvements, including debt service on obligations issued to pay the costs of the Improvement Area #1 Authorized Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of

such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

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. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall take effect immediately from and after its adoption and it is accordingly so ordained in accordance with the provisions of the City Charter of the City of Georgetown.

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 #1 Assessment Roll, to be filed with the Williamson County Clerk and posted on the City's website, 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 Williamson County Tax Assessor-Collector is hereby appointed and designated as the collector of the Improvement Area #1 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED on First Reading on the 28th day of April, 2026**.**

PASSED, APPROVED, AND ADOPTED on Second Reading on the 12th day of May, 2026**.**

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

Bluffview Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

APRIL 14, 2026

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INTRODUCTION

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

On March 22, 2022, the City passed and approved Resolution No. 032222-AA, authorizing the creation of the District in accordance with the PID Act, immediately and Creation Resolution was recorded with the County Clerk of Williamson County, Texas, as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 68.080 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**. On May 9, 2023, the City Council passed and approved the Development and Authorized Improvements Agreement, the PID Financing and Reimbursement Agreement, and the PUD Ordinance, governing the development of the land in in the District and financing of the project. On November 18, 2025, a Final Plat for the District was filed in the Official Public Records of Williamson County, Texas as Document No. 2025091318.

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

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

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

SECTION I: DEFINITIONS

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

"Additional Interest" means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

"Additional Interest Rate" means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act.

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

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

Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

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

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on all or a portion of the Assessed Property within the District, as shown on any Assessment Roll.

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

"Assessment Roll" means any Assessment Roll approved by an Assessment Ordinance that levies Assessments on 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 the Improvement Area #1 Assessment Roll.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act.

"Bluffview Final Plat" means the final plat that was recorded as Document No. 2025091318 on November 18, 2025 in the Official Public Records of Williamson County, Texas, and attached as **Exhibit L.**

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

"City" means the City of Georgetown, Texas.

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

"County" means Williamson County, Texas.

"Creation Resolution" means Resolution No. 032222-AA, approved by the City Council on March 22, 2022, which authorized the creation of the District.

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

"Developer" means Lamy 2243 Ltd., a Texas limited partnership.

"Development and Authorized Improvements Agreement" means that certain "Development and Authorized Improvements Agreement between the City of Georgetown and the Developer and A.C. Weir Properties, Ltd (Bluffview Subdivision)" dated to be effective on May 9, 2023 and recorded in the Official Public Records of Williamson County, Texas as Document No. 2023038101.

"District" means the approximately 68.080 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**.

"District Formation Expenses" means costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to the formation of the District and the levy of Assessments.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

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

"Future Improvement Area" means approximately 39.131 acres located within the District and developed as an individual phase after Improvement Area #1, with such area(s) to be described and designated in future Annual Service Plan Updates. The Future Improvement Area includes all property within the District except Improvement Area #1.

"Future Improvement Area Bonds" mean bonds issued to fund Future Improvement Area Improvements and the Future Improvement Area's allocable share of the Major Improvements (or a portion thereof) that are secured by Assessments levied on Assessed Property within the Future Improvement Area.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"Improvement Area #1" means approximately 28.949 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 may include: (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 $4,565,000.00 in Assessments levied against the Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the assessment roll for the Improvement Area #1 Assessed Property within the District and included in this 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 the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #1 Authorized Improvements" means, collectively, the Improvement Area #1 Projects, the First Year Annual Collection Costs allocable to Improvement Area #1, and the Bond Issuance Costs related to the Improvement Area #1 Bonds.

"Improvement Area #1 Bonds" means those certain "City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project)", that are payable as provided in the Indenture relating to such bonds.

"Improvement Area #1 Improvements" mean Authorized Improvements which only benefit Improvement Area #1 Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Improvement Area #1 Projects" mean the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

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

"Landowner Certificate" means any Landowner certificate executed by the Landowners consenting to the levy of the Assessments, dated ____, 2026, as may be further amended.

"**Landowners**" means KL LB Buy 4, LLC, a Delaware limited liability company, and any additional property owners within Improvement Area #1 at the time the Assessment Ordinance levying the Improvement Area #1 Assessments is adopted by the City Council.

"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 as shown on a concept plan or preliminary plat.

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

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

"Lot Type 2" means a Lot designated as a 60' residential lot within Improvement Area #1 by the Developer, as shown on the map attached as **Exhibit J**.

"Lot Type 3" means a Lot designated as a 60' "Bluffs" residential lot within Improvement Area #1 by the Developer, as shown on the map attached as **Exhibit J**.

"Major Improvements" mean improvements authorized by Section 372.003 of the PID Act that confer a special benefit to the Assessed Property within the District and the Future Improvement Area and are eligible to be repaid with Assessments. These improvements are specifically described in **Section III.A** and are shown on **Exhibit I**.

"Maximum Assessment" means the amount shown for each Lot Type on **Exhibit H.** The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

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

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

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

"PID Financing and Reimbursement Agreement" means that certain "PID Financing and Reimbursement Agreement Bluffview Public Improvement District between the City of Georgetown, Texas and the Developer, dated to be effective on May 9, 2023 and recorded in the Official Public Records of Williamson County, Texas as Document No. 20230831012.

"PID Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

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

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

"PUD Ordinance" means City of Georgetown Ordinance 2023-29 (May 9, 2023) governing development of the land in the District.

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

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

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

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

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

SECTION II: THE DISTRICT

The District includes approximately 68.080 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A-1** and as depicted by the map on **Exhibit B-1**. Development of the District is anticipated to include 105 single-family homes and 181 multifamily developments as well as associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, transportation-related drainage, and utilities to property within the District. Development of the land within the District is governed by the Development and Authorized Improvements Agreement and the PUD Ordinance.

Improvement Area #1 includes approximately 28.949 acres as more particularly described on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 is anticipated to contain 105 single-family homes.

It is anticipated there will be an additional Future Improvement Area within the District developed as a multi-family area having 181 multifamily developments (referred to as "Improvement Area #2" in the Financing and Reimbursement Agreement). As the Future Improvement Area is developed and in connection with the issuance of any Future Improvement Area Bonds, or the levy of Assessments in the Future Improvement Area, this Service and Assessment Plan will be amended to update the Exhibits.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property and the Future Improvement Area. The Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted with the exception of certain improvements specifically stated below that will be maintained by the HOA. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C-1**.

A. Major Improvements

- *Street and Parkland*

  The street improvements include temporary erosion controls, clearing and grubbing, excavation/embankment, subgrade preparation, flexible base, Hot Mix Asphalt Concrete, curb and gutter, traffic control, concrete sidewalk/path/trail, trail low water crossing, sidewalk ramps, trail parking, Bluffview parking, street marking and signs, saw cut and tie

to existing pavement, tree protection, and permanent restoration. Pursuant to the Development and Authorized Improvements Agreement, the street improvements also include parkland entry road, trailhead parking lot, Bluffview Trail, and Bluffview Drive (now known as Bluff Edge Lane) and the following items that shall be maintained by the HOA: shared use path (10" sidewalk), Bluffview Drive (now known as Bluff Edge Lane) sidewalk, 5' sidewalk around perimeter of Bluffview Natural Area, parallel parking spaces and related signage for Bluffview Natural Area, and pedestrian linkages (5' sidewalk).

- *Water*

  Water improvements include tie to existing 16" water line, trench safety, pressure reducing valve with box, water lines, gate valves, fire hydrants, valve casting adjustments, cast iron fittings, services, irrigation sleeves, air release valves, and automatic flush valve. The water improvements will be owned and maintained by the City.

- *Wastewater*

  Wastewater improvements include an 18" wastewater line (shown as Wastewater Trunk Line in cost estimates) that will not only serve this project but future development to the west of Southwest Bypass. Other wastewater improvements include, 8" and 10" wastewater lines, trench safety, manholes, extra depth, raise manhole castings, bore with encasement, connect to existing line, and services. The wastewater improvements will be owned and maintained by the City.

- *Drainage*

  Drainage facilities include storm sewer, trench safety, fall protection fence maintained by the HOA, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel, and headwall associated with or serving public streets and roadways only. Pursuant to the Development and Authorized Improvements Agreement, the drainage improvements do not include water quality/detention ponds.

- *Landscaping*

  Includes rock wall, rock columns, entry monument and landscaping (trees/scrubs/sod/plantings), irrigation, electrical for irrigation, park benches, and landscape/monument lighting. Pursuant to the Development and Authorized Improvements Agreement, the landscaping improvements also include park benches in the Bluffview Natural Area, irrigated landscaping alongside Bluffview Drive (now known as Bluff Edge Lane) and the shared use path, SF Bluffview Drive (now known as Bluff Edge Lane) screen wall, MF Bluffview Drive (now known as Bluff Edge Lane) screen wall, park benches along the shared use path, Bluffview entry monument – all of which shall be maintained by the HOA, excluding the trailhead entry signage.

- *Soft Costs*

  District Formation Expenses and an estimated 14% for soft costs including contingency, engineering, and project management.

B. Improvement Area #1 Improvements

- *Street*

  Improvements include temporary erosion controls inclusive of stabilized construction entrance, silt fence rock berm and curb inlet protection, as well as, clearing and grubbing, excavation/embankment, subgrade preparation, flexible base, Hot Mix Asphalt Concrete, curb and gutter, traffic control, streetlights, concrete sidewalk/path/trail, sidewalk ramps, street marking and signs, saw cut and tie to existing pavement, and tree protection.

- *Water*

  Water improvements include tie to existing water line, trench safety, water lines, gate valves, fire hydrants, valve casting adjustments, cast iron fittings, services, and automatic flush valve.

- *Wastewater*

  Wastewater improvements include wastewater lines, trench safety, manholes, extra depth, raise manhole castings, bore with encasement, connection to existing line and services.

- *Drainage*

  Drainage Facilities include storm sewer, trench safety, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel, and headwall associated with or serving public streets and roadways only. The water quality/detention ponds and other (non-transportation improvements related) and retention/drainage facilities are excluded from the definition of Drainage Facilities and are not Authorized Improvements, per the terms of the Development and Authorized Improvements Agreement.

- *Soft Costs*

  Included in the summary are an estimated 14% for soft costs including contingency, engineering, and project management.

D. Bond Issuance Costs

- *Debt Service Reserve Requirement*

Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, if issued, 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. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

E. First Year Annual Collection Costs

Estimated cost of the 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 projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District. Assessments may be collected in an amount sufficient to pay principal, interest, and Additional Interest on the PID Bonds, costs of issuance of the PID Bonds, and to fund the debt service reserve requirement, as described in the applicable Indenture.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. If PID Bonds are issued, **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

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

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

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer 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 costs of the Authorized Improvements shall be allocated as follows:

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

When, and if, the Future Improvement Area is developed and the issuance of Future Improvement Area Bonds are contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of

Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

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

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

C. Findings of Special Benefit

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

- The cost of Improvement Area #1 Authorized Improvements equals $8,636,843 as shown on **Exhibit E**; and
- 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
- Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equal $4,565,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F;** and
- The special benefit (≥ $8,636,843) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments ($4,565,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Landowner owned 100% of Improvement Area #1. In a Landowner Certificate, the Landowner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Landowner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this Service and

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

D. Annual Collection Costs

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

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

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

2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

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

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

3. Upon Consolidation

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

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

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

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

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (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 any 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 pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

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

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

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

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

Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the 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 (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

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

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed

Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the District, the Annual Installment will be billed to each property ID within the District based on the Williamson Central Appraisal District acreage.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

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

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of

Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

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

D. Severability

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

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit M**. Within seven days of approval by the City Council, the City (1) shall post a copy of this Service and Assessment Plan, or any future Annual Service Plan Updates, on the City's internet website, and (2) shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

EXHIBITS AND APPENDICES

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

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit C-1	Authorized Improvements
Exhibit C-2	Apportionment of Major Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Notice of PID Assessment Termination
Exhibit L	Bluffview Final Plat
Exhibit M	Buyer Disclosures

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

Appendix A	Engineer's Report

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

FIELD NOTES
68.080-ACRE TRACT

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO A.C. WEIR PROPERTIES, LTD. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a ½" iron rod found on the northwest right-of-way line of F.M. Highway 2243 at the southwest corner of the Resubdivision of Riverview Estates, a subdivision as recorded in Cabinet K, Slides 51-53 of the Plat Records of Williamson County, Texas, said iron rod found also being on the east line of the above described A.C. Weir Properties, Ltd. Tract; Thence, with the northwest right-of-way line of F.M. Highway 2243, S18°06'15"E a distance of 20.48 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the southeast corner of said A.C. Weir Properties, Ltd. Tract, and S59°34'32"W a distance of 314.07 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most southerly southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the northwest right-of-way line of F.M. Highway 2243, S59°34'32"W a distance of 115.32 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most southerly corner of this tract;

THENCE, along a curve to the left an arc distance of 37.42 feet, having a radius of 25.00 feet, and a chord which bears N16°42'02"E a distance of 34.02 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

THENCE N26°10'27"W a distance of 283.55 feet to a ½" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract;

THENCE S63°49'33"W a distance of 170.81 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

THENCE S59°19'55"W a distance of 261.37 feet to a ½" iron rod set with cap stamped TERRA FIRMA on the proposed east right-of-way line of the proposed State Highway No. 29 Bypass, from which a ½" iron rod found with cap stamped "Diamond" bears S30°40'05"E a distance of 257.86 feet;

THENCE, with the proposed east right-of-way line of said proposed State Highway No. 29 Bypass, the following four (4) courses:

1) N30°40'05"W a distance of 406.16 feet to a ½" iron rod found with cap stamped "Diamond" at an angle point;

2) N30°54'41"W a distance of 684.43 feet to a ½" iron rod found with cap stamped "Diamond" at an angle point;

3) N40°22'42"W a distance of 629.23 feet to a ½" iron rod found with cap stamped "Diamond" at a point of curvature of a curve to the right; and

4) Along said curve to the right an arc distance of 368.91 feet, having a radius of 6870.00 feet, and a chord which bears N24°52'26"W a distance of 368.87 feet to a ½" iron rod set with cap stamped TERRA FIRMA for the most westerly corner of this tract;

THENCE N26°29'39"E a distance of 1,134.86 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

THENCE N01°27'46"E pass a ½" iron rod set for reference with cap stamped TERRA FIRMA at 826.03 feet, and continuing on for a total distance of 911.03 feet to a point at the approximate centerline of the South San Gabriel River for the northwest corner of this tract;

THENCE, with the approximate centerline of the South San Gabriel River, N75°35'38"E a distance of 127.94 feet to a point for the northeast corner of this tract;

THENCE, with the west line of said Resubdivision of Riverview Estates, the following twenty-four (24) courses:

1) S18°48'46"E, pass a ½" iron rod found at a distance of 65.65 feet, and continuing on for a total distance of 90.35 feet to a ½" iron rod found at an angle point;

2) S20°34'37"E, pass a ½" iron rod found at a distance of 71.61 feet, and continuing on for a total distance of 483.07 feet to a ½" iron rod found at an angle point;

3) S19°33'44"E a distance of 325.99 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

4) S14°40'14"E a distance of 77.23 feet to a ½" iron rod found at the most westerly southwest corner of Lot 8, Block 'E' of said Resubdivision of Riverview Estates for an interior corner of this tract;

5) N72°02'33"E a distance of 28.27 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an interior corner of said Lot 8, Block 'E' for an exterior corner of this tract;

6) S30°30'57"E a distance of 46.31 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

7) S20°59'57"E a distance of 70.29 feet to a 60D nail found on the north right-of-way line of River Down Road;

8) S18°15'27"E a distance of 49.97 feet to a ½" iron rod set on the south right-of-way line of River Down Road;

9) S20°23'07"E a distance of 161.74 feet to a ½" iron rod found at an angle point;

10) S19°48'07"E a distance of 150.06 feet to a ½" iron rod found at an angle point;

11) S20°04'17"E a distance of 127.72 feet to a ½" iron rod found at an angle point;

12) S19°01'36"E a distance of 44.65 feet to a ½" iron rod found at an angle point;

13) S19°20'25"E a distance of 149.00 feet to a ½" iron rod found at an angle point;

14) S20°11'22"E a distance of 150.99 feet to a ½" iron rod set with cap stamped TERRA FIRMA at an angle point;

15) S20°23'22"E a distance of 151.07 feet to a ½" iron rod found at an angle point;

16) S21°59'08"E a distance of 123.93 feet to a ½" iron rod found at an angle point;

17) S21°54'24"E a distance of 133.88 feet to a ½" iron rod found on the north right-of-way line of Bent Tree Drive;

18) S22°07'34"E a distance of 50.02 feet to a ½" iron rod found on the south right-of-way line of Bent Tree Drive;

19) S21°48'52"E a distance of 180.94 feet to a ½" iron rod found at an angle point;

20) S21°31'44"E a distance of 229.94 feet to a ½" iron rod found at an angle point;

21) S21°00'07"E a distance of 78.31 feet to a ½" iron rod found at an angle point;

22) S18°30'47"E a distance of 8.80 feet to a ½" iron rod found at an angle point;

23) S19°52'38"E a distance of 85.88 feet to a ½" iron rod found at an angle point; and

24) S18°52'05"E a distance of 100.07 feet to a ½" iron rod set with cap stamped TERRA FIRMA for an outside corner of this tract, from which a ½" iron rod found bears S18°52'05"E a distance of 60.04 feet;

THENCE S59°05'00"W a distance of 377.75 feet to a ½" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract;

THENCE S15°45'55"E a distance of 327.28 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of curvature of a curve to the left;

THENCE along said curve to the left an arc distance of 48.60 feet, having a radius of 267.50 feet, and a chord which bears S20°58'11"E a distance of 48.53 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of tangency;

THENCE S26°10'27"E a distance of 330.75 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of curvature of a curve to the left;

THENCE along said curve to the left an arc distance of 41.12 feet, having a radius of 25.00 feet, and a chord which bears S73°17'58"E a distance of 36.64 feet to the POINT OF BEGINNING, and containing 68.080 acres of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma Land Surveying from a survey made on the ground on January 24, 2013 under my supervision and are true and correct to the best of my knowledge. Reference Terra Firma Survey, Project No. A497-001-01.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

3/6/2013
Date

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777

Client:	Capital City Partners
Date:	March 6, 2013
WO No.:	0A497-001-01/001
FB:	592/42, 639/19
File:	J:\Projects\A497...\001-01...\Survey\Legal\A497-001-01 68.080AC FN.doc

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

30.197 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 30.197 ACRES (APPROXIMATELY 1,315,395 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 68.080 ACRE TRACT CONVEYED TO LAMY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013028282, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A 1.248 ACRE TRACT CONVEYED TO LAMY 2243, LTD., IN A SPECIAL WARRANTY DEED EXECUTED MAY 18, 2023 AND RECORDED IN DOCUMENT NO. 2023048610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.197 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest terminus of River Down Road (50' right-of-way width) as shown on Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being in the northeast line of the said 68.080 acre tract, being also the southwest corner of Lot 8, Block E of said Resubdivision of Riverview Estates;

THENCE South 18°15'27" East, with the southwest termination of River Down Road and the northeast line of the said 68.080 acre tract, a distance of 49.97 feet to a calculated point for the southwest terminus of River Down Road, being the northwest corner of Lot 22, Block F of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 22, the following courses and distances:

1. South 20°23'07" East, a distance of 161.74 feet to a calculated point;
2. South 19°48'07" East, a distance of 150.06 feet to a calculated point;
3. South 20°04'17" East, a distance of 127.72 feet to a calculated point;
4. South 19°01'36" East, a distance of 44.65 feet to a calculated point;
5. South 19°20'25" East, a distance of 149.00 feet to a calculated point;
6. South 20°11'22" East, a distance of 150.99 feet to a calculated point;
7. South 20°23'22" East, a distance of 151.07 feet to a calculated point;
8. South 21°59'08" East, a distance of 123.93 feet to a calculated point;

9. South 21°54'24" East, a distance of 133.88 feet to a calculated point for the northwest terminus of Bent Tree Drive (50' right-of-way width) as shown on said Resubdivision of Riverview Estates, being the southwest corner of said Lot 22;

THENCE South 22°07'34" East, with the southwest termination of Bent Tree Drive and the northeast line of the said 68.080 acre tract, a distance of 50.02 feet to a calculated point for the southwest terminus of Bent Tree Drive, being the northwest corner of Lot 1, Block G of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 1, the following courses and distances:

1. South 21°48'52" East, a distance of 180.94 feet to a calculated point;
2. South 21°31'44" East, a distance of 229.94 feet to a calculated point;
3. South 21°00'07" East, a distance of 78.31 feet to a calculated point;
4. South 18°30'47" East, a distance of 8.80 feet to a calculated point;
5. South 19°52'38" East, a distance of 85.88 feet to a calculated point;
6. South 18°52'05" East, a distance of 100.07 feet to a calculated point;

THENCE South 59°05'00" West, with a southeast line of the said 68.080 acre tract and crossing a 1048.20 acre tract described in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, and being further described in Volume 522, Page 451 of the Deed Records of Williamson County, Texas, a distance of 359.31 feet to a calculated point for the northeast corner of the said 1.248 acre tract;

THENCE with the northeast line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. South 24°40'44" East, a distance of 29.42 feet to a calculated point;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;
3. South 30°28'49" East, a distance of 637.73 feet to a calculated point;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), being the easternmost corner of the said 1.248 acre tract, from which a 1/2" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, bears North 59°32'27" East, a distance of 183.79 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the southeast line of the said 1.248 acre tract, a distance of 130.07 feet to a mag nail with "Early Boundary" washer set for the southeast corner of the said 68.080 acre tract;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the south line of the said 68.080 acre tract, a distance of 9.93 feet to a calculated point for a point of curvature in the southeast line of a 0.774 acre tract described in Document No. 2023048609 of the Official Public Records of Williamson County, Texas;

THENCE crossing the said 68.080 acre tract and with the southeast line of the said 0.774 acre tract, with a curve to the left, having a radius of 25.00 feet, a delta angle of 11°25'22", an arc length of 4.98 feet, and a chord which bears North 53°49'46" East, a distance of 4.98 feet, to a calculated point for the easternmost corner of the said 0.774 acre tract, being the southernmost corner of the said 1.248 acre tract;

THENCE with the southwest line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 78°35'54", an arc length of 34.30 feet, and a chord which bears North 08°49'08" East, a distance of 31.67 feet to a calculated point;
2. North 30°28'49" West, a distance of 406.56 feet to a calculated point;

THENCE crossing the said 68.080 acre tract, the following courses and distances:

1. North 30°28'49" West, a distance of 128.35 feet to a calculated point;
2. With a curve to the right, having a radius of 313.50 feet, a delta angle of 13°38'56", an arc length of 74.68 feet, and a chord which bears North 23°39'21" West, a distance of 74.50 feet to a calculated point;
3. North 16°49'53" West, a distance of 93.61 feet to a calculated point;
4. With a curve to the left, having a radius of 500.00 feet, a delta angle of 03°10'53", an arc length of 27.76 feet, and a chord which bears North 18°25'20" West, a distance of 27.76 feet to a calculated point;
5. North 20°00'46" West, a distance of 222.48 feet to a calculated point;
6. With a curve to the left, having a radius of 475.00 feet, a delta angle of 08°03'08", an arc length of 66.76 feet, and a chord which bears North 24°02'20" West, a distance of 66.70 feet to a calculated point;
7. North 28°03'54" West, a distance of 101.49 feet to a calculated point;
8. With a curve to the right, having a radius of 525.00 feet, a delta angle of 06°06'12", an arc length of 55.92 feet, and a chord which bears North 25°00'48" West, a distance of 55.90 feet to a calculated point;
9. North 21°57'42" West, a distance of 151.66 feet to a calculated point;

10. With a curve to the left, having a radius of 420.00 feet, a delta angle of 45°14'21", an arc length of 331.62 feet, and a chord which bears North 44°34'53" West, a distance of 323.07 feet to a calculated point;
11. North 67°12'03" West, a distance of 193.08 feet to a calculated point;
12. With a curve to the left, having a radius of 575.00 feet, a delta angle of 21°33'21", an arc length of 216.33 feet, and a chord which bears North 77°58'44" West, a distance of 215.05 feet to a calculated point;
13. North 88°45'24" West, a distance of 101.18 feet to a calculated point;
14. North 01°14'36" East, a distance of 50.00 feet to a calculated point;
15. South 85°58'43" West, a distance of 12.49 feet to a calculated point;
16. South 87°14'20" West, a distance of 48.02 feet to a calculated point;
17. North 88°45'24" West, a distance of 146.84 feet to a calculated point;
18. With a curve to the right, having a radius of 99.50 feet, a delta angle of 24°30'40", an arc length of 42.57 feet, and a chord which bears North 76°30'05" West, a distance of 42.24 feet to a calculated point, from which a 1/2" rebar with "Diamond Surveying" cap found in the northeast right-of-way line of Southwest Bypass (right-of-way width varies) as described in Document Nos. 2015010273 and 2015109482, both of the Official Public Records of Williamson County, Texas, being in the southwest line of the said 68.080 acre tract, bears South 07°46'21" West, a distance of 203.06 feet;
19. North 31°49'39" East, a distance of 1133.23 feet to a calculated point;
20. South 46°43'30" East, a distance of 34.20 feet to a calculated point;
21. North 31°49'39" East, a distance of 26.84 feet to a calculated point;
22. South 42°52'33" East, a distance of 105.39 feet to a calculated point;
23. South 83°22'43" East, a distance of 31.07 feet to a calculated point;
24. South 84°32'21" East, a distance of 28.71 feet to a calculated point;
25. North 36°37'20" East, a distance of 11.78 feet to a calculated point;
26. North 00°44'32" East, a distance of 64.40 feet to a calculated point;
27. North 05°07'54" West, a distance of 45.63 feet to a calculated point;
28. North 29°42'08" East, a distance of 106.40 feet to a calculated point;
29. North 31°44'05" East, a distance of 51.52 feet to a calculated point in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, from which a 1/2" rebar with "Terra Firma" cap found in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, bears North 20°59'57" West, a distance of 7.13 feet;

THENCE South 20°59'57" East, with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 8, a distance of 63.16 feet to the **POINT OF BEGINNING**, containing 30.197 acres of land, more or less.

Surveyed on the ground on June 7, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-PHASE 1 ALTA

8/7/2024

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

All save and except the following described 1.248 acre Tract of Land as described in the Deed to Lamy 2243, LTD recorded in Document Number 2023048610 of the Official Public Records of Williamson County, Texas:

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.248 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.248 ACRES (APPROXIMATELY 54,369 SQ. FT.), IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED EFFECTIVE JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 522, PAGE 451 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.248 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), from which a 3/8" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, being the southernmost corner of Lot 1, Block G, Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, bears North 59°32'27" East, a distance of 183.41 feet, then North 17°28'32" West, a distance of 20.53 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, a distance of 130.45 feet to a mag nail with "Early Boundary" washer set for an eastern corner of a 68.080 acre tract described in Document No. 2013028282 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the northwest right-of-way line of F.M. 2243, being the southernmost corner of the said 68.080 acre tract, bears South 59°32'27" West, a distance of 115.34 feet;

THENCE crossing the said 1048.20 acre tract and with a northeast line of the said 68.080 acre tract, a curve to the right, having a radius of 25.00 feet, a delta angle of 11°02'23", an arc length of 4.82 feet, and a chord which bears South 64°59'40" West, a distance of 4.81 feet to a calculated point, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears with a curve to the right, having a radius of 25.00 feet, a delta angle of 82°51'13", an arc length of 36.15 feet, and a chord which bears North 68°03'32" West, a distance of 33.08 feet;

THENCE crossing the said 1048.20 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 79°02'52", an arc length of 34.49 feet, and a chord which bears North 09°02'37" East, a distance of 31.82 feet to a calculated point;

2. North 30°28'49" West, a distance of 408.02 feet to a calculated point in the northeast line of the said 68.080 acre tract, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears South 15°45'44" East, a distance of 29.56 feet;

THENCE with the perimeter of the said 68.080 acre tract and crossing the said 1048.02 tract, the following two (2) courses and distances:

1. North 15°45'44" West, a distance of 297.67 feet to a 1/2" rebar with "Terra Firma" cap found;

2. North 59°05'00" East, a distance of 18.86 feet to a calculated point;

THENCE crossing the said 1048.20 acre tract, the following four (4) courses and distances:

1. South 24°40'44" East, a distance of 29.82 feet to a calculated point;

2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;

3. South 30°28'49" East, a distance of 637.34 feet to a calculated point;

4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to the **POINT OF BEGINNING**, containing 1.248 acres of land, more or less.

Surveyed on the ground on April 28, 2022.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-WEIR 2 LAMY

7/20/22

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

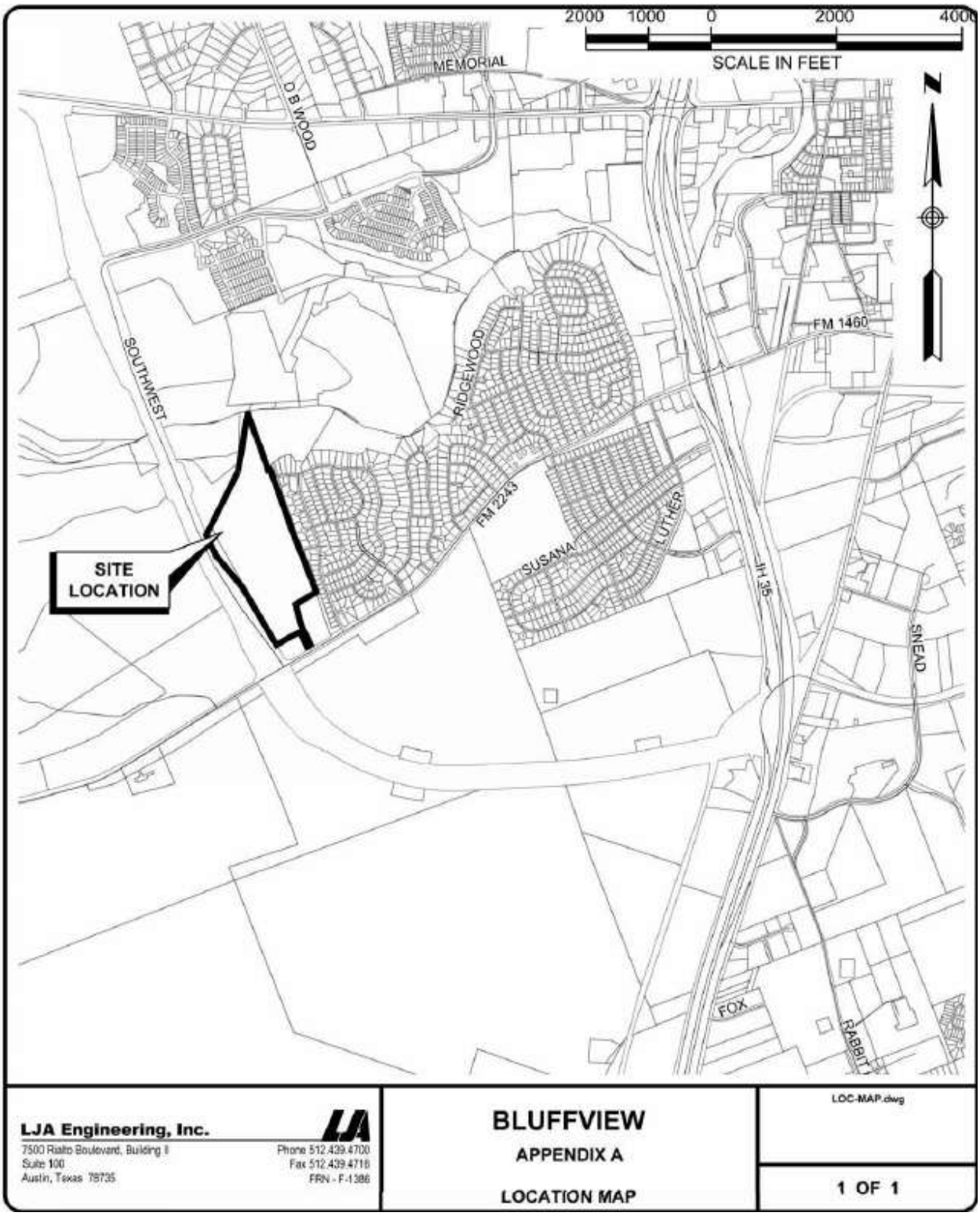


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

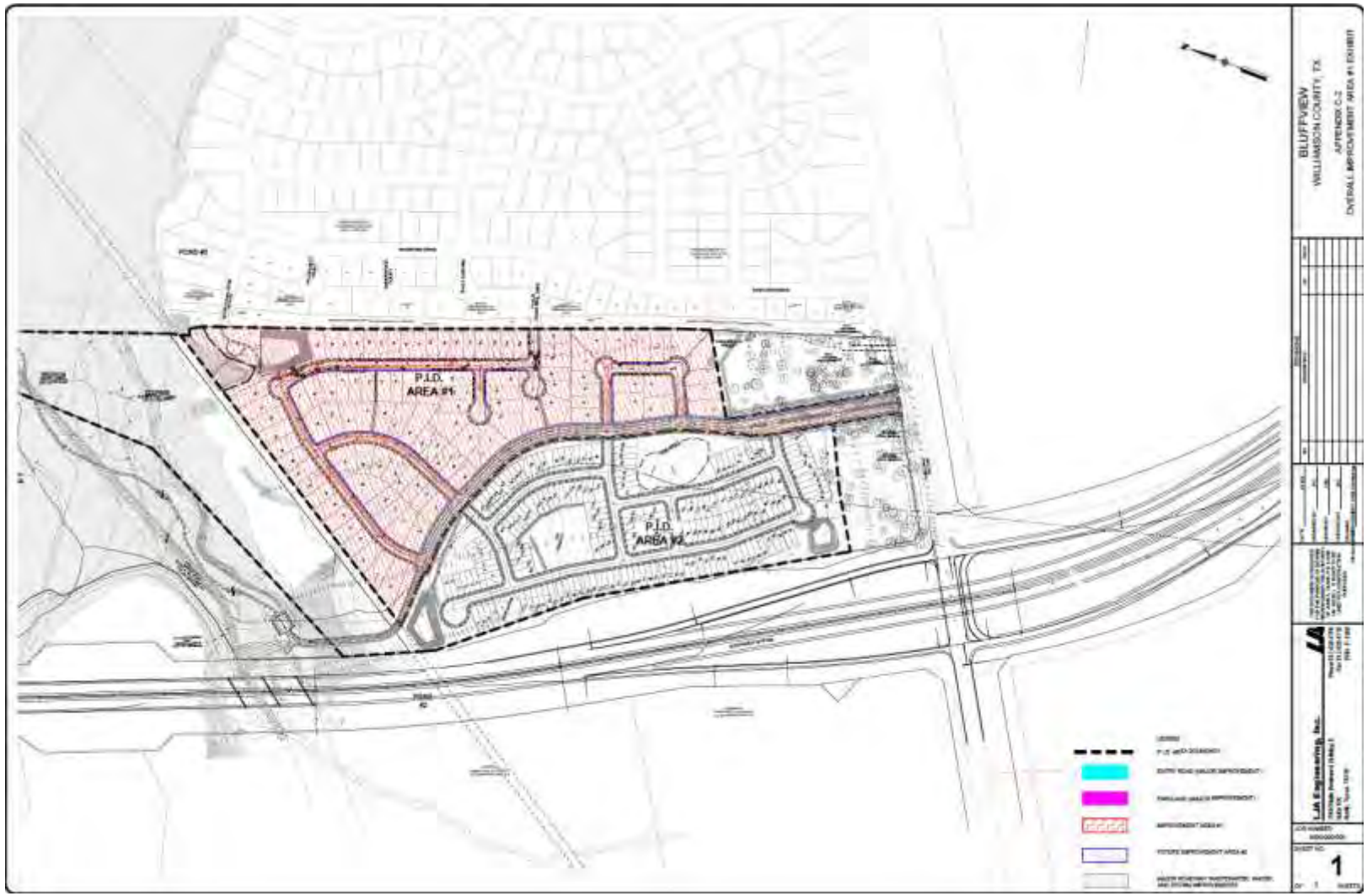


EXHIBIT C-1 – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Improvement Area #1		Future Improvement Area	
		%	Cost	%	Cost
Major Improvements [b]					
Street and Parkland	$ 1,550,294	50.04%	$ 775,827	49.96%	$ 774,467
Water	427,516	50.04%	213,945	49.96%	213,571
Wastewater[c]	886,301	50.04%	443,539	49.96%	442,762
Drainage	2,024,280	50.04%	1,013,027	49.96%	1,011,253
Landscaping	1,160,216	50.04%	580,617	49.96%	579,599
Soft Costs[d]	846,805	50.04%	423,774	49.96%	423,031
	$ 6,895,411		$ 3,450,728		$ 3,444,683
Improvement Area #1 Improvements					
Street	$ 1,770,639	100.00%	$ 1,770,639	0.00%	$ -
Water	472,695	100.00%	472,695	0.00%	-
Wastewater	665,385	100.00%	665,385	0.00%	-
Drainage	819,867	100.00%	819,867	0.00%	-
Soft Costs[d]	522,002	100.00%	522,002	0.00%	-
	$ 4,250,588		$ 4,250,588		$ -
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 359,900		$ 359,900		$ -
Capitalized Interest	124,777		124,777		-
Underwriter Discount[f]	136,950		136,950		-
Cost of Issuance	273,900		273,900		-
	$ 895,527		$ 895,527		$ -
First Year Annual Collection Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ 40,000		$ -
	$ 40,000		$ 40,000		$ -
Total	**$ 12,081,526**		**$ 8,636,843**		**$ 3,444,683**

Footnotes:

[a] Per Engineer's Report dated March 2026.

[b] The Major Improvements are allocated pro rata between Improvement Area #1 and the Future Improvement Area based on the ratio of Estimated Buildout Value of each area to the Estimated Buildout Value of the District.

[c] Such improvements benefit land outside of the District. A portion of the costs of such improvements have been allocated to the benefited land, accordingly. This table excludes the costs allocated to land outside of the District.

[d] Soft costs include engineering, staking, and surveying.

[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[f] Includes the fee of counsel to the Underwriter.

EXHIBIT C-2 – APPORTIONMENT OF MAJOR IMPROVEMENTS

Improvement Area	Units	Estimated Buildout Value	Major Improvements[a]		Total Apportionment for Future Funding[b]
			%	Costs	
Improvement Area #1	105	$ 77,060,000.00	50.04%	$ 3,450,728.30	
Future Improvement Area	181	$ 76,925,000.00	49.96%	$ 3,444,683.04	$ 3,444,683.04
Total	**286**	**$ 153,985,000.00**		**$ 6,895,411.34**	

Footnotes:

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

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

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Improvement Area #1						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 86,000.00	$ 91,000.00	$ 96,000.00	$ 101,000.00	$ 107,000.00
Interest		273,900.00	268,740.00	263,280.00	257,520.00	251,460.00
	(1)	$ 359,900.00	$ 359,740.00	$ 359,280.00	$ 358,520.00	$ 358,460.00
Additional Interest	(2)	$ 22,825.00	$ 22,395.00	$ 21,940.00	$ 21,460.00	$ 20,955.00
Annual Collection Costs	(3)	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29	$ 44,163.23
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ 423,525.00**	**$ 423,751.00**	**$ 423,668.32**	**$ 423,277.29**	**$ 423,578.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Improvement Area #1	Total
Sources of Funds		
Improvement Area #1 Bonds	$ 4,565,000	$ 4,565,000
Owner Contribution[a]	4,071,843	4,071,843
Total Sources of Funds	**$ 8,636,843**	**$ 8,636,843**
Uses of Funds		
Major Improvements	$ 3,450,728	$ 3,450,728
Improvement Area #1 Improvements	4,250,588	4,250,588
	$ 7,701,316	$ 7,701,316
Bond Issuance Costs [b]		
Debt Service Reserve Fund	$ 359,900	$ 359,900
Capitalized Interest	124,777	124,777
Underwriter Discount[c]	136,950	136,950
Cost of Issuance	273,900	273,900
	$ 895,527	$ 895,527
First Year Annual Collection Costs [b]		
Deposit to Administrative Fund	$ 40,000	$ 40,000
	$ 40,000	$ 40,000
Total Uses of Funds	**$ 8,636,843**	**$ 8,636,843**

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

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

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R683641	Non-Benefited	$ -	$ -
R683642	Non-Benefited	$ -	$ -
R683643	Non-Benefited	$ -	$ -
R683646	Non-Benefited	$ -	$ -
R683647	2	$ 46,799.25	$ 4,341.87
R683648	2	$ 46,799.25	$ 4,341.87
R683649	2	$ 46,799.25	$ 4,341.87
R683650	2	$ 46,799.25	$ 4,341.87
R683651	2	$ 46,799.25	$ 4,341.87
R683652	1	$ 39,098.11	$ 3,627.39
R683653	1	$ 39,098.11	$ 3,627.39
R683654	1	$ 39,098.11	$ 3,627.39
R683655	1	$ 39,098.11	$ 3,627.39
R683656	2	$ 46,799.25	$ 4,341.87
R683657	2	$ 46,799.25	$ 4,341.87
R683658	2	$ 46,799.25	$ 4,341.87
R683659	1	$ 39,098.11	$ 3,627.39
R683660	1	$ 39,098.11	$ 3,627.39
R683661	1	$ 39,098.11	$ 3,627.39
R683662	1	$ 39,098.11	$ 3,627.39
R683663	Non-Benefited	$ -	$ -
R683664	1	$ 39,098.11	$ 3,627.39
R683665	1	$ 39,098.11	$ 3,627.39
R683666	1	$ 39,098.11	$ 3,627.39
R683667	1	$ 39,098.11	$ 3,627.39
R683668	1	$ 39,098.11	$ 3,627.39
R683669	1	$ 39,098.11	$ 3,627.39
R683670	1	$ 39,098.11	$ 3,627.39
R683671	1	$ 39,098.11	$ 3,627.39
R683672	1	$ 39,098.11	$ 3,627.39
R683673	1	$ 39,098.11	$ 3,627.39
R683674	1	$ 39,098.11	$ 3,627.39
R683675	2	$ 46,799.25	$ 4,341.87
R683676	2	$ 46,799.25	$ 4,341.87
R683677	2	$ 46,799.25	$ 4,341.87
R683678	1	$ 39,098.11	$ 3,627.39
R683679	1	$ 39,098.11	$ 3,627.39
R683680	1	$ 39,098.11	$ 3,627.39
R683681	1	$ 39,098.11	$ 3,627.39
R683682	2	$ 46,799.25	$ 4,341.87

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R683683	1	$ 39,098.11	$ 3,627.39
R683684	1	$ 39,098.11	$ 3,627.39
R683685	Non-Benefited	$ -	$ -
R683686	2	$ 46,799.25	$ 4,341.87
R683687	1	$ 39,098.11	$ 3,627.39
R683688	1	$ 39,098.11	$ 3,627.39
R683689	1	$ 39,098.11	$ 3,627.39
R683690	1	$ 39,098.11	$ 3,627.39
R683691	1	$ 39,098.11	$ 3,627.39
R683692	2	$ 46,799.25	$ 4,341.87
R683693	1	$ 39,098.11	$ 3,627.39
R683694	1	$ 39,098.11	$ 3,627.39
R683695	1	$ 39,098.11	$ 3,627.39
R683696	1	$ 39,098.11	$ 3,627.39
R683697	1	$ 39,098.11	$ 3,627.39
R683698	1	$ 39,098.11	$ 3,627.39
R683699	1	$ 39,098.11	$ 3,627.39
R683700	1	$ 39,098.11	$ 3,627.39
R683701	1	$ 39,098.11	$ 3,627.39
R683702	1	$ 39,098.11	$ 3,627.39
R683703	1	$ 39,098.11	$ 3,627.39
R683704	Non-Benefited	$ -	$ -
R683705	2	$ 46,799.25	$ 4,341.87
R683706	2	$ 46,799.25	$ 4,341.87
R683707	2	$ 46,799.25	$ 4,341.87
R683708	2	$ 46,799.25	$ 4,341.87
R683709	Non-Benefited	$ -	$ -
R683710	2	$ 46,799.25	$ 4,341.87
R683711	2	$ 46,799.25	$ 4,341.87
R683712	2	$ 46,799.25	$ 4,341.87
R683713	2	$ 46,799.25	$ 4,341.87
R683714	2	$ 46,799.25	$ 4,341.87
R683715	2	$ 46,799.25	$ 4,341.87
R683716	1	$ 39,098.11	$ 3,627.39
R683717	1	$ 39,098.11	$ 3,627.39
R683718	1	$ 39,098.11	$ 3,627.39
R683719	1	$ 39,098.11	$ 3,627.39
R683720	1	$ 39,098.11	$ 3,627.39
R683721	1	$ 39,098.11	$ 3,627.39
R683722	1	$ 39,098.11	$ 3,627.39

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R683723	1	$ 39,098.11	$ 3,627.39
R683724	1	$ 39,098.11	$ 3,627.39
R683725	1	$ 39,098.11	$ 3,627.39
R683726	1	$ 39,098.11	$ 3,627.39
R683727	1	$ 39,098.11	$ 3,627.39
R683728	1	$ 39,098.11	$ 3,627.39
R683729	1	$ 39,098.11	$ 3,627.39
R683730	1	$ 39,098.11	$ 3,627.39
R683731	1	$ 39,098.11	$ 3,627.39
R683732	1	$ 39,098.11	$ 3,627.39
R683733	1	$ 39,098.11	$ 3,627.39
R683734	1	$ 39,098.11	$ 3,627.39
R683735	1	$ 39,098.11	$ 3,627.39
R683736	1	$ 39,098.11	$ 3,627.39
R683737	1	$ 39,098.11	$ 3,627.39
R683738	1	$ 39,098.11	$ 3,627.39
R683739	1	$ 39,098.11	$ 3,627.39
R683740	Non-Benefited	$ -	$ -
R683741	3	$ 56,277.58	$ 5,221.24
R683742	3	$ 56,277.58	$ 5,221.24
R683743	3	$ 56,277.58	$ 5,221.24
R683744	3	$ 56,277.58	$ 5,221.24
R683745	3	$ 56,277.58	$ 5,221.24
R683746	3	$ 56,277.58	$ 5,221.24
R683747	3	$ 56,277.58	$ 5,221.24
R683748	3	$ 56,277.58	$ 5,221.24
R683749	3	$ 56,277.58	$ 5,221.24
R683750	3	$ 56,277.58	$ 5,221.24
R683751	3	$ 56,277.58	$ 5,221.24
R683752	3	$ 56,277.58	$ 5,221.24
R683753	3	$ 56,277.58	$ 5,221.24
R683754	3	$ 56,277.58	$ 5,221.24
R683755	3	$ 56,277.58	$ 5,221.24
R683756	3	$ 56,277.58	$ 5,221.24
Total		**$ 4,565,000.00**	**$ 423,525.00**

Footnotes:

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

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

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 124,777.00	$ (124,777.00)	$ -	$ -	$ -
2027	$ 86,000.00	$ 273,900.00	$ -	$ 22,825.00	$ 40,800.00	$ 423,525.00
2028	$ 91,000.00	$ 268,740.00	$ -	$ 22,395.00	$ 41,616.00	$ 423,751.00
2029	$ 96,000.00	$ 263,280.00	$ -	$ 21,940.00	$ 42,448.32	$ 423,668.32
2030	$ 101,000.00	$ 257,520.00	$ -	$ 21,460.00	$ 43,297.29	$ 423,277.29
2031	$ 107,000.00	$ 251,460.00	$ -	$ 20,955.00	$ 44,163.23	$ 423,578.23
2032	$ 113,000.00	$ 245,040.00	$ -	$ 20,420.00	$ 45,046.50	$ 423,506.50
2033	$ 119,000.00	$ 238,260.00	$ -	$ 19,855.00	$ 45,947.43	$ 423,062.43
2034	$ 126,000.00	$ 231,120.00	$ -	$ 19,260.00	$ 46,866.38	$ 423,246.38
2035	$ 133,000.00	$ 223,560.00	$ -	$ 18,630.00	$ 47,803.70	$ 422,993.70
2036	$ 141,000.00	$ 215,580.00	$ -	$ 17,965.00	$ 48,759.78	$ 423,304.78
2037	$ 149,000.00	$ 207,120.00	$ -	$ 17,260.00	$ 49,734.97	$ 423,114.97
2038	$ 158,000.00	$ 198,180.00	$ -	$ 16,515.00	$ 50,729.67	$ 423,424.67
2039	$ 167,000.00	$ 188,700.00	$ -	$ 15,725.00	$ 51,744.27	$ 423,169.27
2040	$ 177,000.00	$ 178,680.00	$ -	$ 14,890.00	$ 52,779.15	$ 423,349.15
2041	$ 187,000.00	$ 168,060.00	$ -	$ 14,005.00	$ 53,834.73	$ 422,899.73
2042	$ 198,000.00	$ 156,840.00	$ -	$ 13,070.00	$ 54,911.43	$ 422,821.43
2043	$ 210,000.00	$ 144,960.00	$ -	$ 12,080.00	$ 56,009.66	$ 423,049.66
2044	$ 223,000.00	$ 132,360.00	$ -	$ 11,030.00	$ 57,129.85	$ 423,519.85
2045	$ 236,000.00	$ 118,980.00	$ -	$ 9,915.00	$ 58,272.45	$ 423,167.45
2046	$ 250,000.00	$ 104,820.00	$ -	$ 8,735.00	$ 59,437.90	$ 422,992.90
2047	$ 265,000.00	$ 89,820.00	$ -	$ 7,485.00	$ 60,626.65	$ 422,931.65
2048	$ 281,000.00	$ 73,920.00	$ -	$ 6,160.00	$ 61,839.19	$ 422,919.19
2049	$ 298,000.00	$ 57,060.00	$ -	$ 4,755.00	$ 63,075.97	$ 422,890.97
2050	$ 317,000.00	$ 39,180.00	$ -	$ 3,265.00	$ 64,337.49	$ 423,782.49
2051	$ 336,000.00	$ 20,160.00	$ -	$ 1,680.00	$ 65,624.24	$ 423,464.24
Total	**$ 4,565,000.00**	**$ 4,472,077.00**	**$ (124,777.00)**	**$ 362,275.00**	**$ 1,306,836.23**	**$ 10,581,411.23**

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.

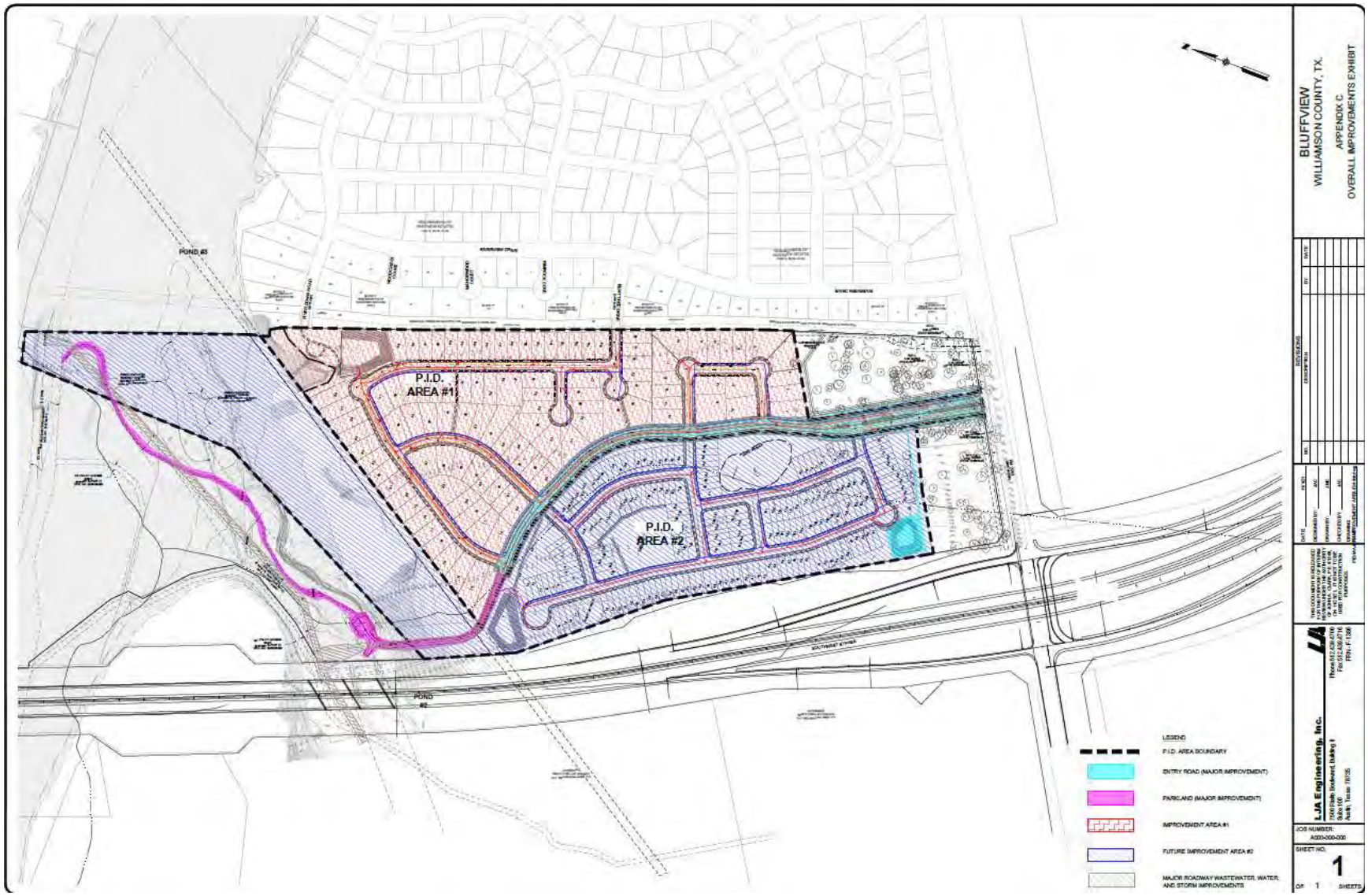
EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

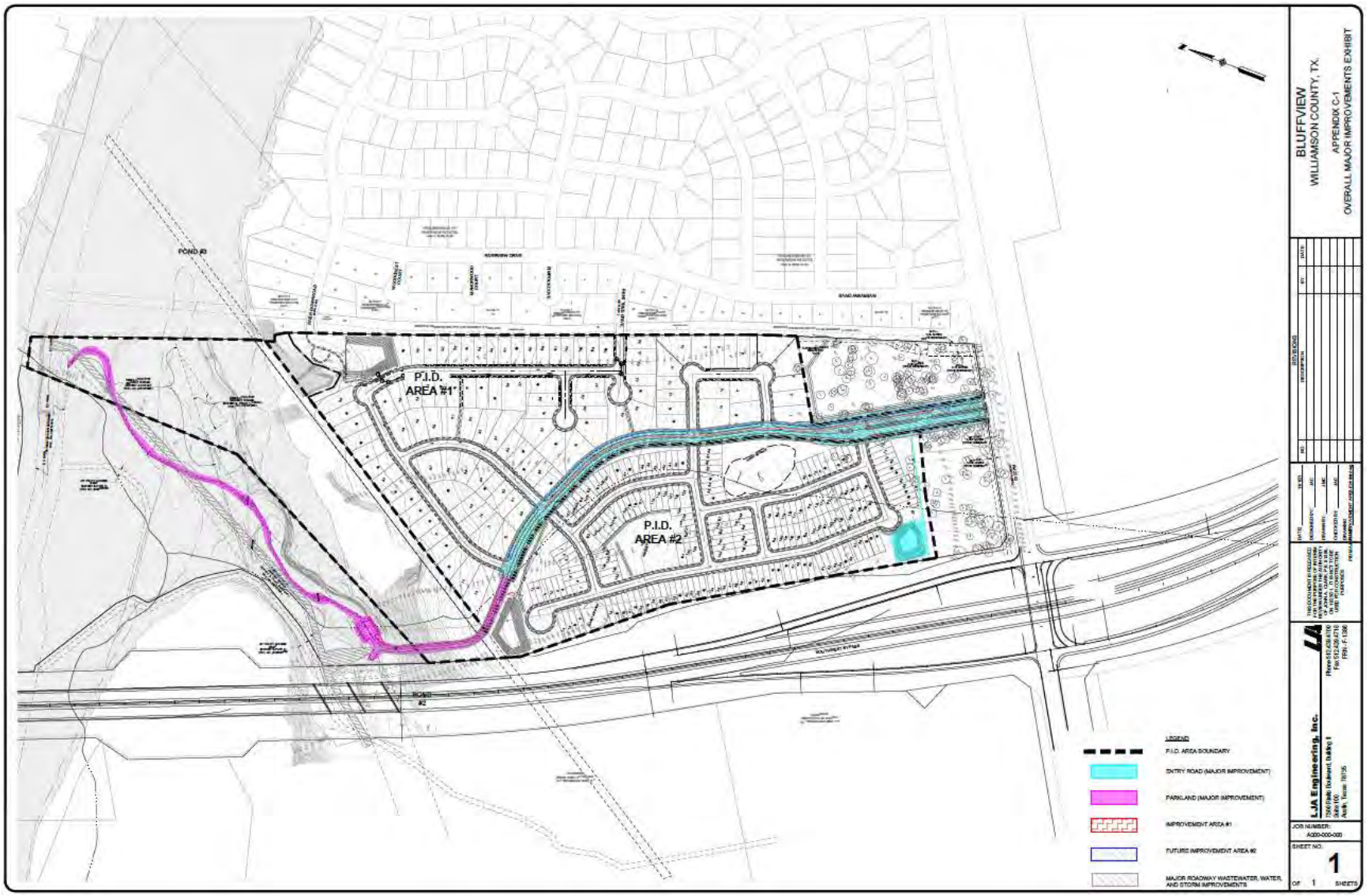
Lot Type	Units[a]	Estimated Buildout Value[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1	65	$ 660,000	$ 42,900,000	$ 39,098.11	$ 2,541,377	$ 3,625.09	$ 235,631	$ 0.5493
Lot Type 2	24	790,000	18,960,000	46,799.25	1,123,182	4,339.12	104,139	$ 0.5493
Lot Type 3	16	950,000	15,200,000	56,277.58	900,441	5,217.93	83,487	$ 0.5493
Subtotal	**105**		**$ 77,060,000**		**$ 4,565,000**		**$ 423,256**	**$ 0.5493**

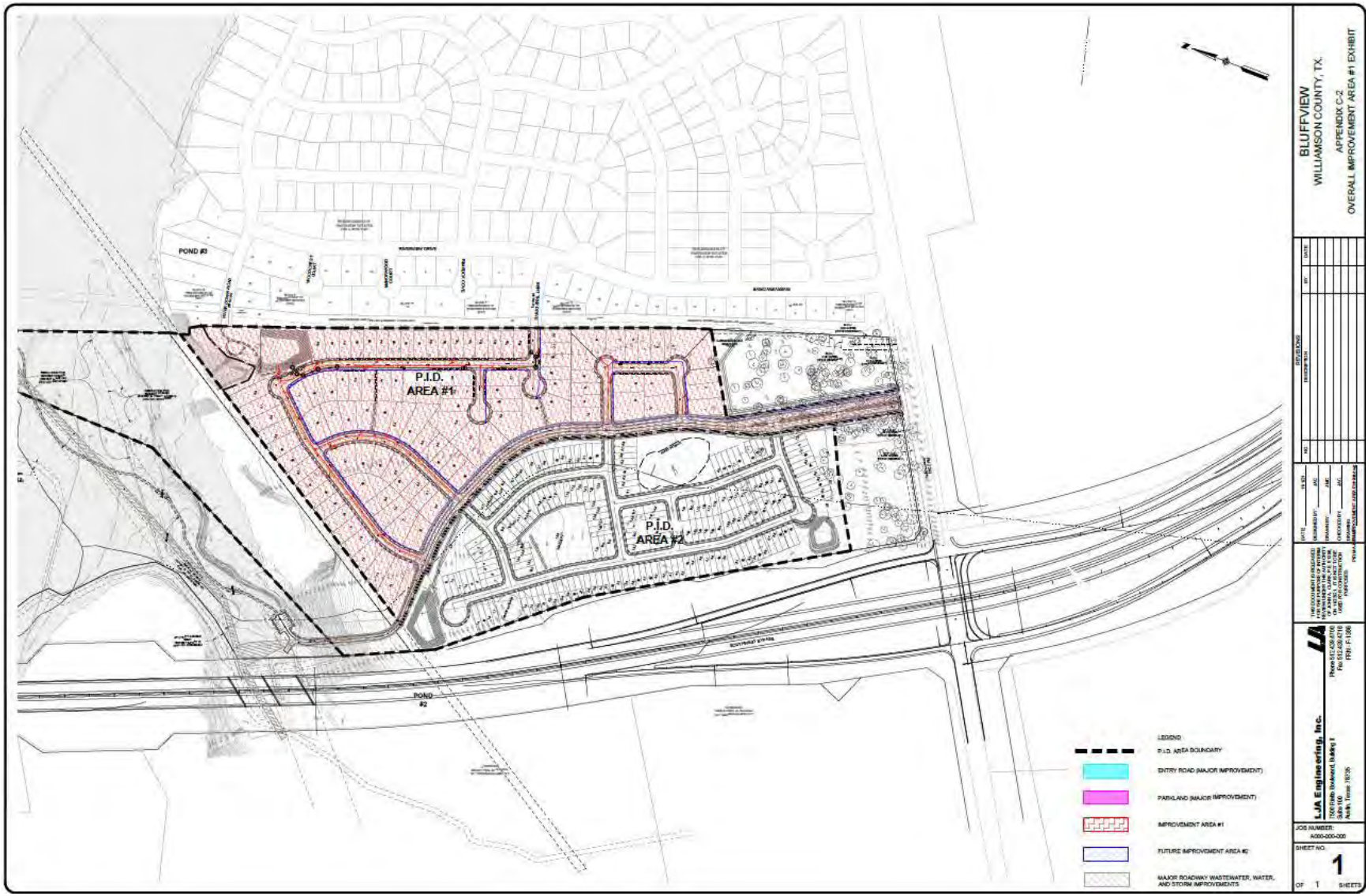
Footnotes:

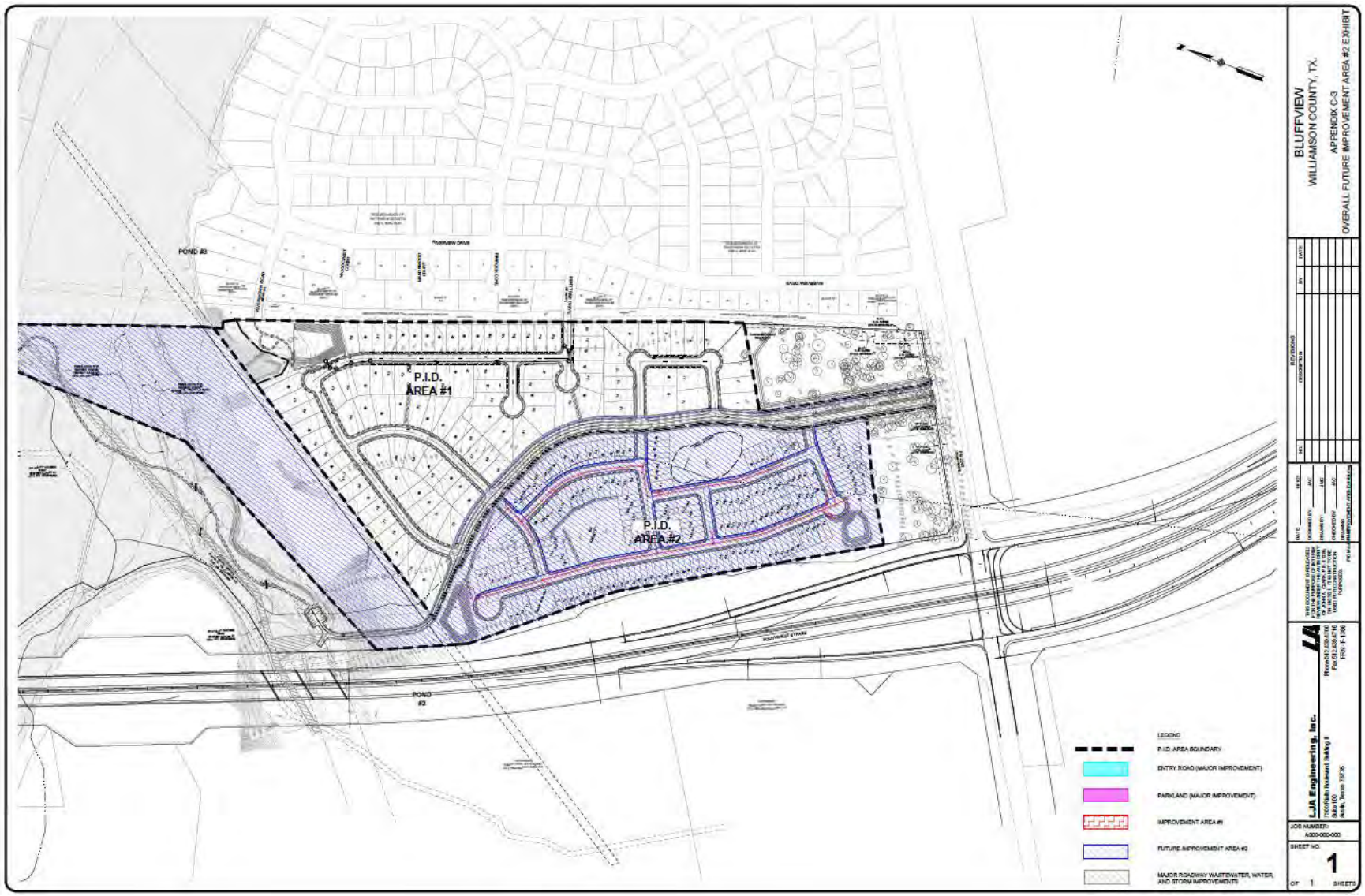
[a] As provided in the Developer model dated 12/15/2025.

EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS

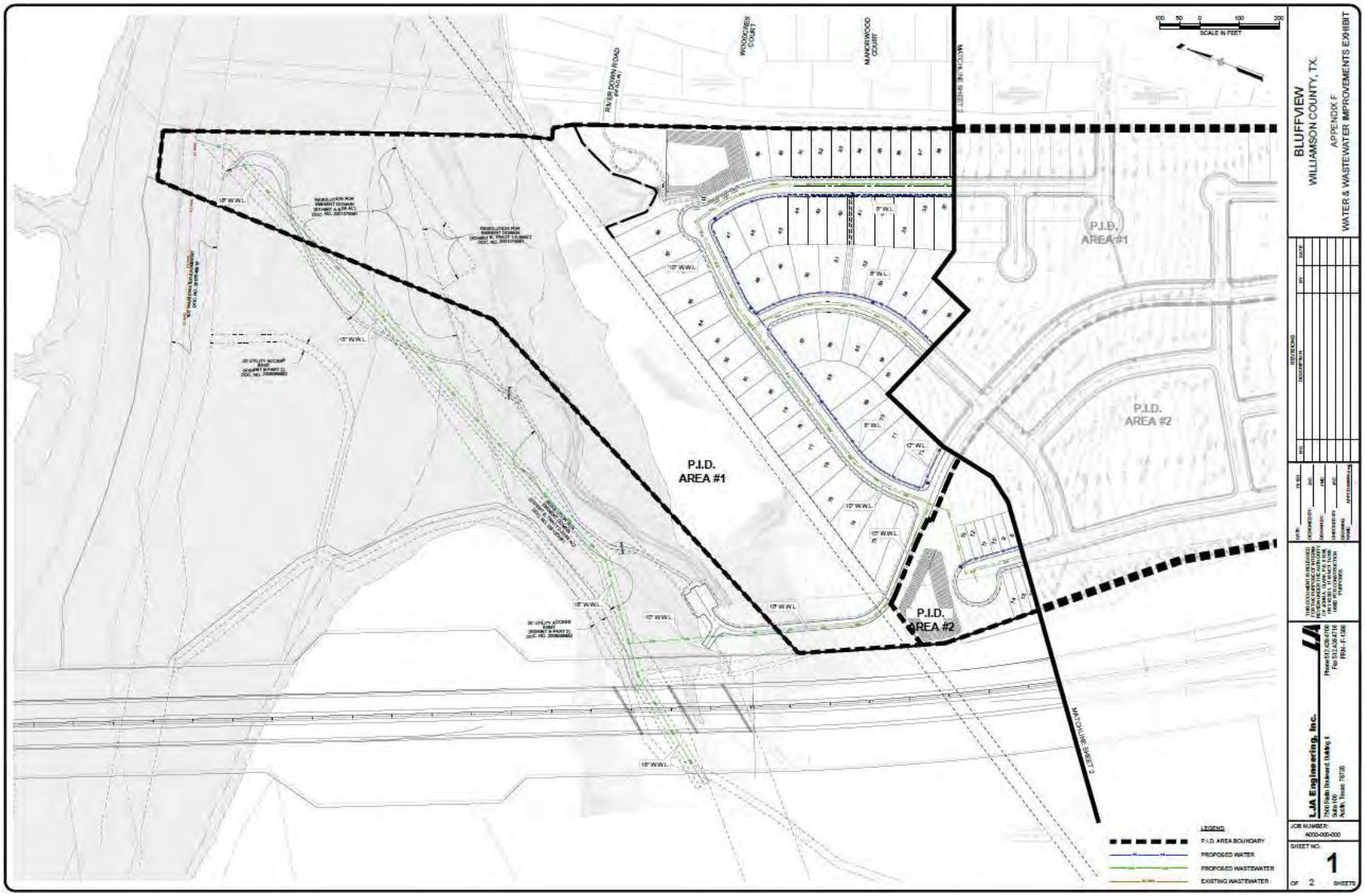


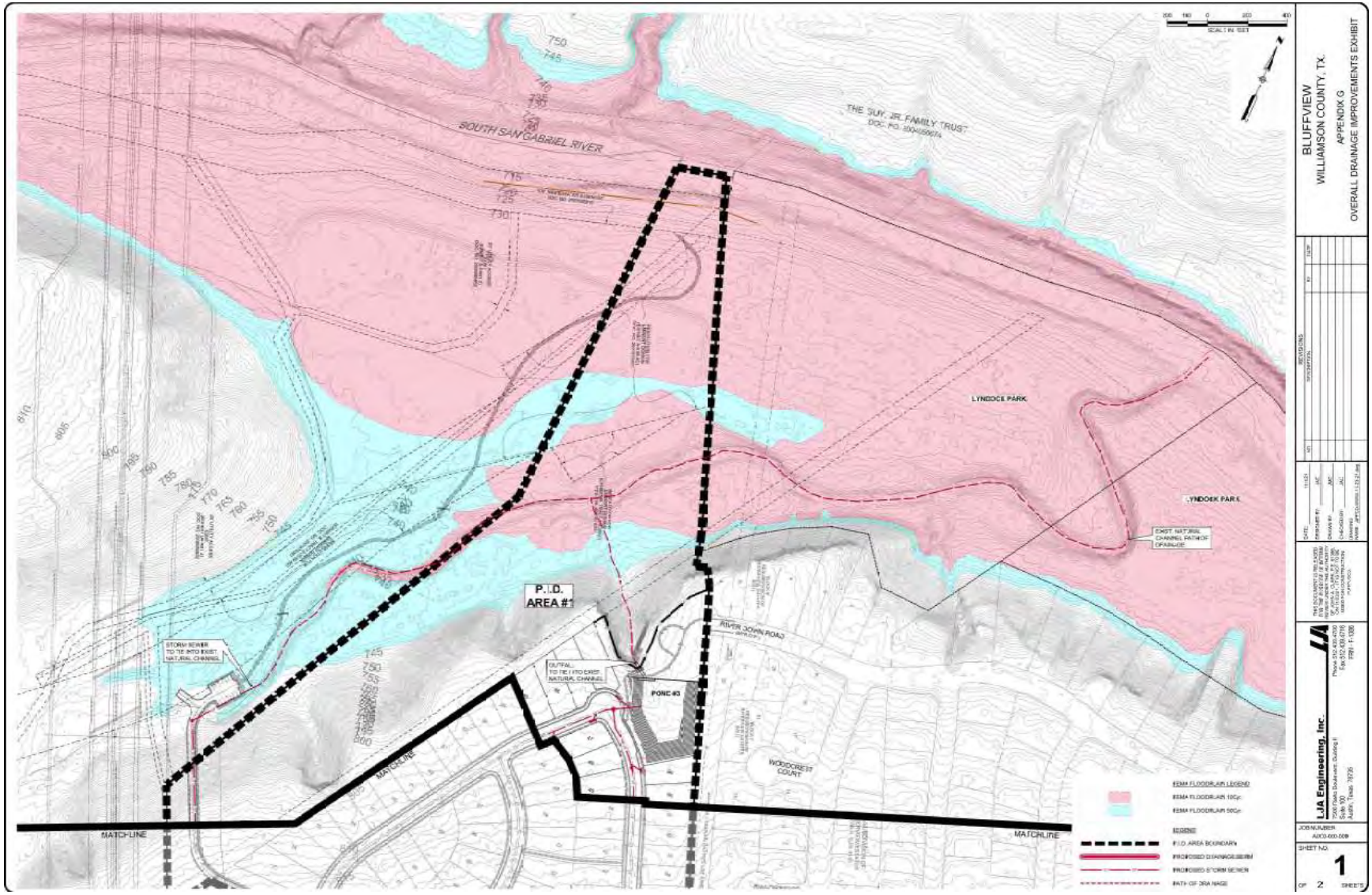

POND #3
P.I.D. AREA #1
P.I.D. AREA #2
ROAD #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO:
1
OF 1 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-2
OVERALL IMPROVEMENT AREA #1 EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
POND #3
POND #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-3
OVERALL FUTURE IMPROVEMENT AREA #2 EXHIBIT
POND #3
P.I.D. AREA #1
P.I.D. AREA #2
POND #2
LEGEND
P.I.D. AREA BOUNDARY
ENTRY ROAD (MAJOR IMPROVEMENT)
PARKLAND (MAJOR IMPROVEMENT)
IMPROVEMENT AREA #1
FUTURE IMPROVEMENT AREA #2
MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS
LJA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX E
OVERALL PARK IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
BLUFFVIEW NATURAL AREA PARKING
10' SHARED USE CONCRETE PATH
5' CONCRETE SIDEWALK
PARK ACCESS DRIVE
PARK TRAILHEAD PARKING
LOW WATER CROSSING
5' CONCRETE TRAIL
PARK BENCHES
ROD IRON FENCE
RIVER DOWN ROAD
WOODCHES COURT
MANORWOOD COURT
RIMROCK COVE
BENT TREE DRIVE
SCALE IN FEET
LEGEND
P.I.D. AREA BOUNDARY
PARK
PROPOSED SIDEWALK / CONCRETE PATH
PROPOSED PARK CONCRETE PATH / TRAIL
PROPOSED FENCING (ROD IRON)
L.JA Engineering, Inc.
JOB NUMBER:
A000-000-000
SHEET NO.
1
OF 1 SHEETS


P.I.D. AREA #1
P.I.D. AREA #2
RIVER DOWN ROAD
WOODCREST COURT
MANORWOOD COURT
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED WATER
PROPOSED WASTEWATER
EXISTING WASTEWATER
BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT
LJA Engineering, Inc.
SHEET NO. 1 of 2 SHEETS


BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
SOUTH SAN GABRIEL RIVER
THE SUV. JR. FAMILY TRUST
LYNDOCE PARK
P.I.D. AREA #1
POND #3
RIVER JOHN ROAD
WOODCREST COURT
STORM SEWER TO TIE INTO EXIST. NATURAL CHANNEL
OUTFALL TO TIE INTO EXIST. NATURAL CHANNEL
EXIST. NATURAL CHANNEL PATH OF DRAINAGE
MATCHLINE
MATCHLINE
FEMA FLOODPLAIN LEGEND
FEMA FLOODPLAIN 100yr
FEMA FLOODPLAIN 500yr
LEGEND
P.I.D. AREA BOUNDARY
PROPOSED DRAINAGE BERM
PROPOSED STORM SEWER
PATH OF DRAINAGE
LJA Engineering, Inc.
JOB NUMBER
SHEET NO.
1
OF 2 SHEETS

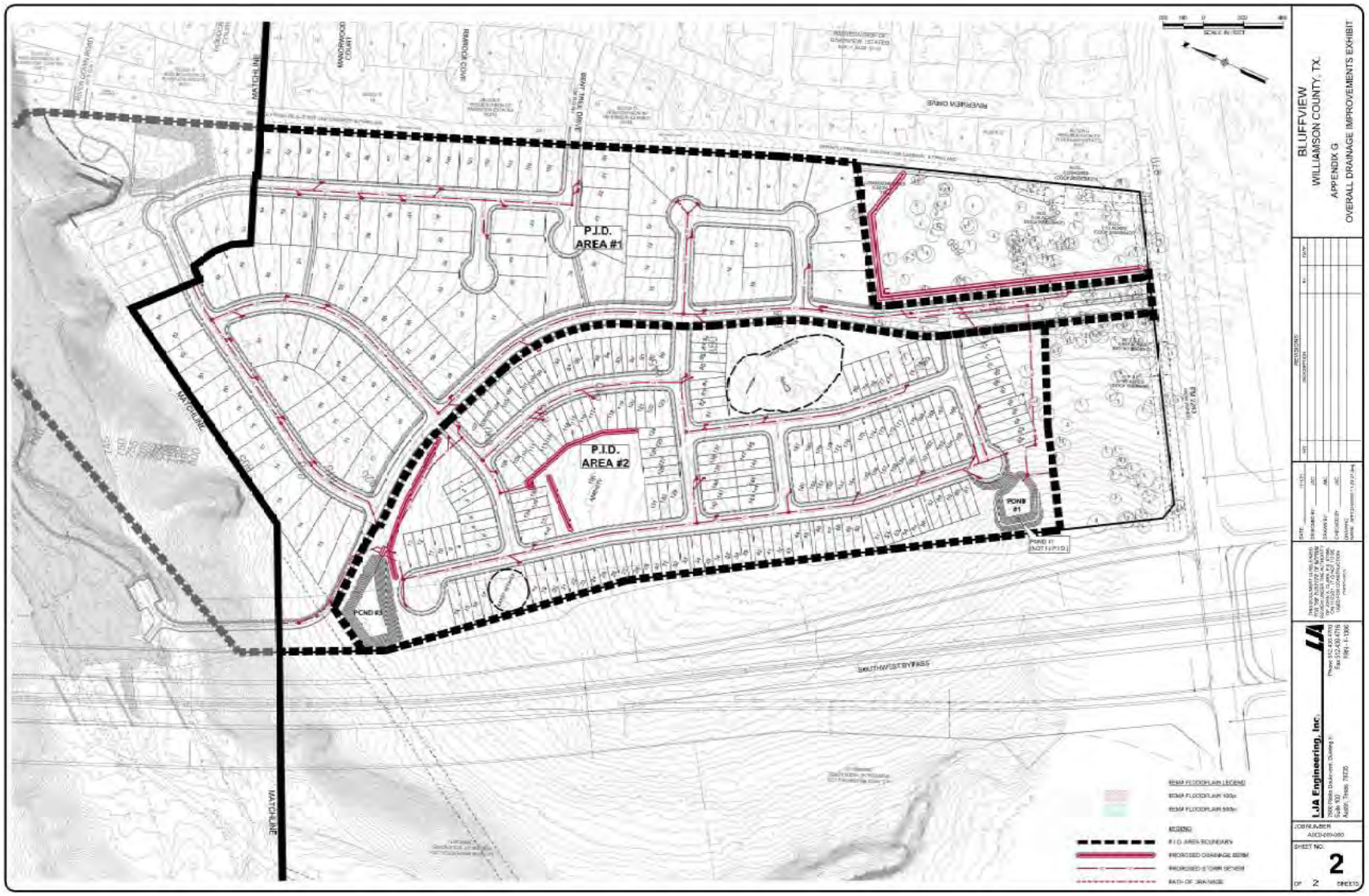

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT
P.I.D. AREA #1
P.I.D. AREA #2
POND #1
POND #3
MATCHLINE
SOUTHWEST BYPASS
LJA Engineering, Inc.
SHEET NO.
2

EXHIBIT J – LOT TYPE CLASSIFICATION MAP

EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION

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

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

Re: **City of Georgetown Lien Release documents for filing**

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

Enclosed is a lien release that the City of Georgetown 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 Georgetown
Attn: [City Secretary]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

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]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

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

RECITALS

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

WHEREAS, on or about March 22, 2022, the City Council for the City, approved Resolution No. 032222-AA, creating the Bluffview Public Improvement District; and

WHEREAS, the Bluffview Public Improvement District consists of approximately 68.080 contiguous acres located within the City; and

WHEREAS, on or about ____, ____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Bluffview Public Improvement District; and

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

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

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

RELEASE

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

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

CITY OF GEORGETOWN, TEXAS,

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

ATTEST:

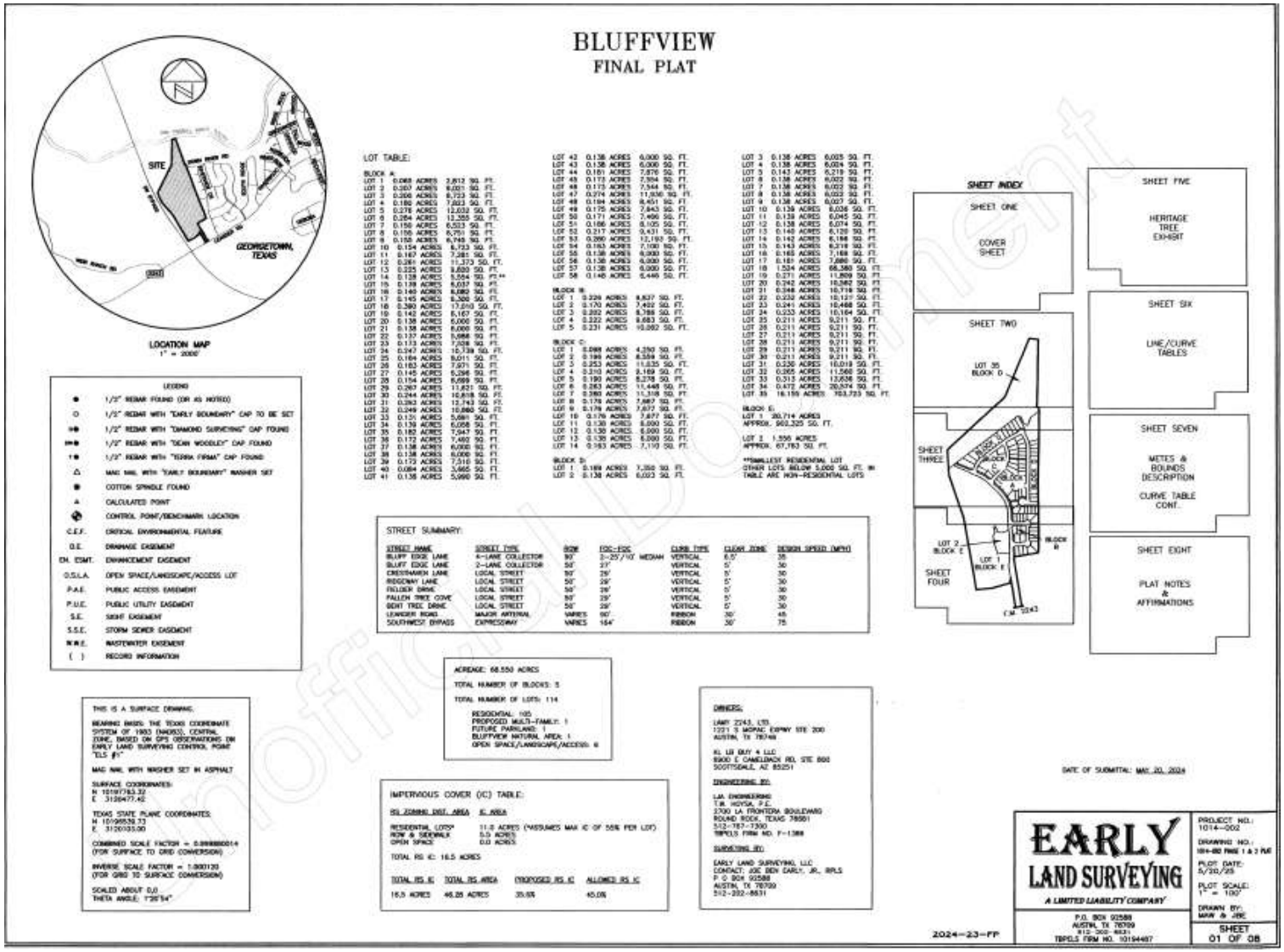
_____
[Secretary Name], City Secretary

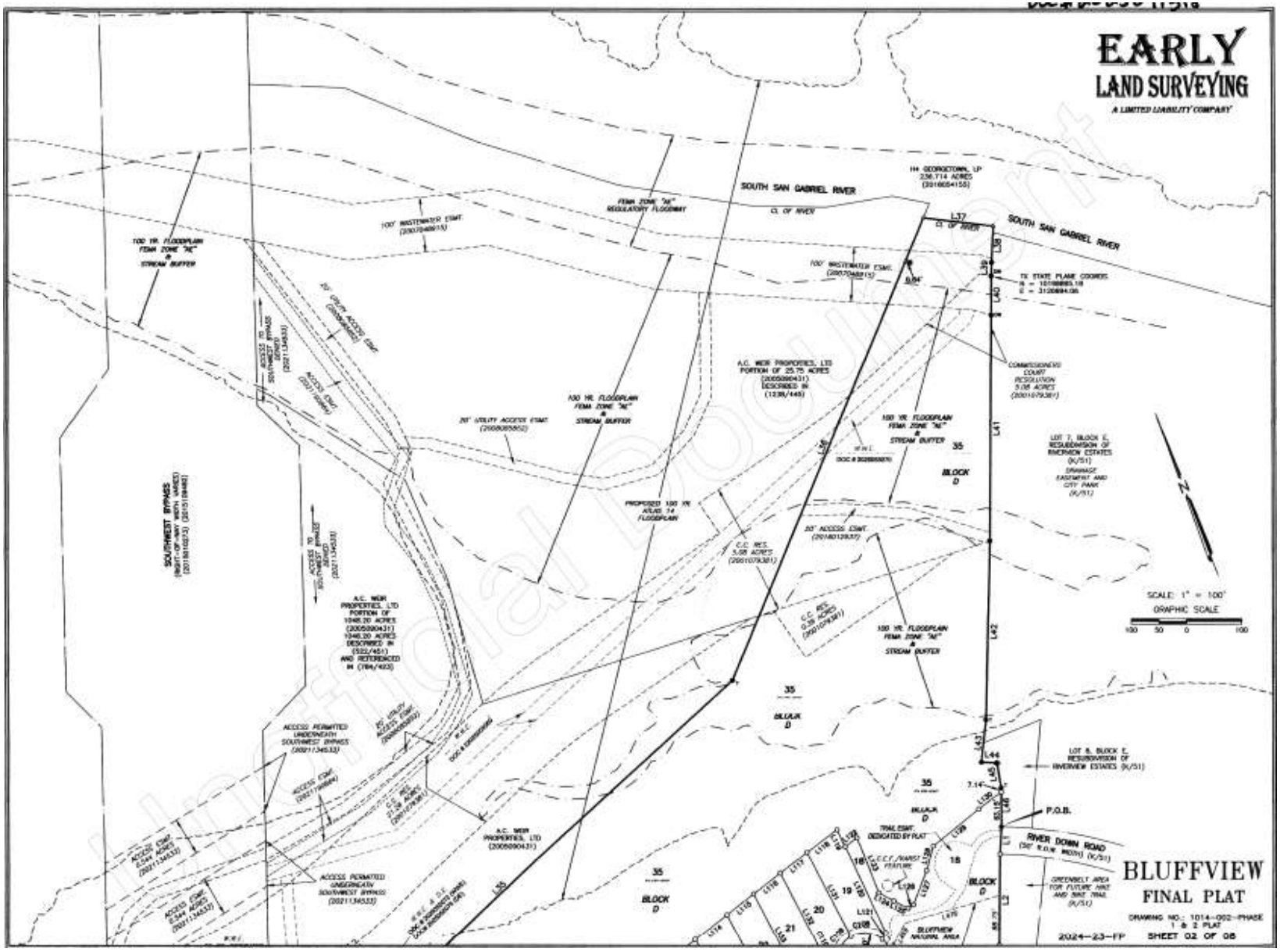
STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

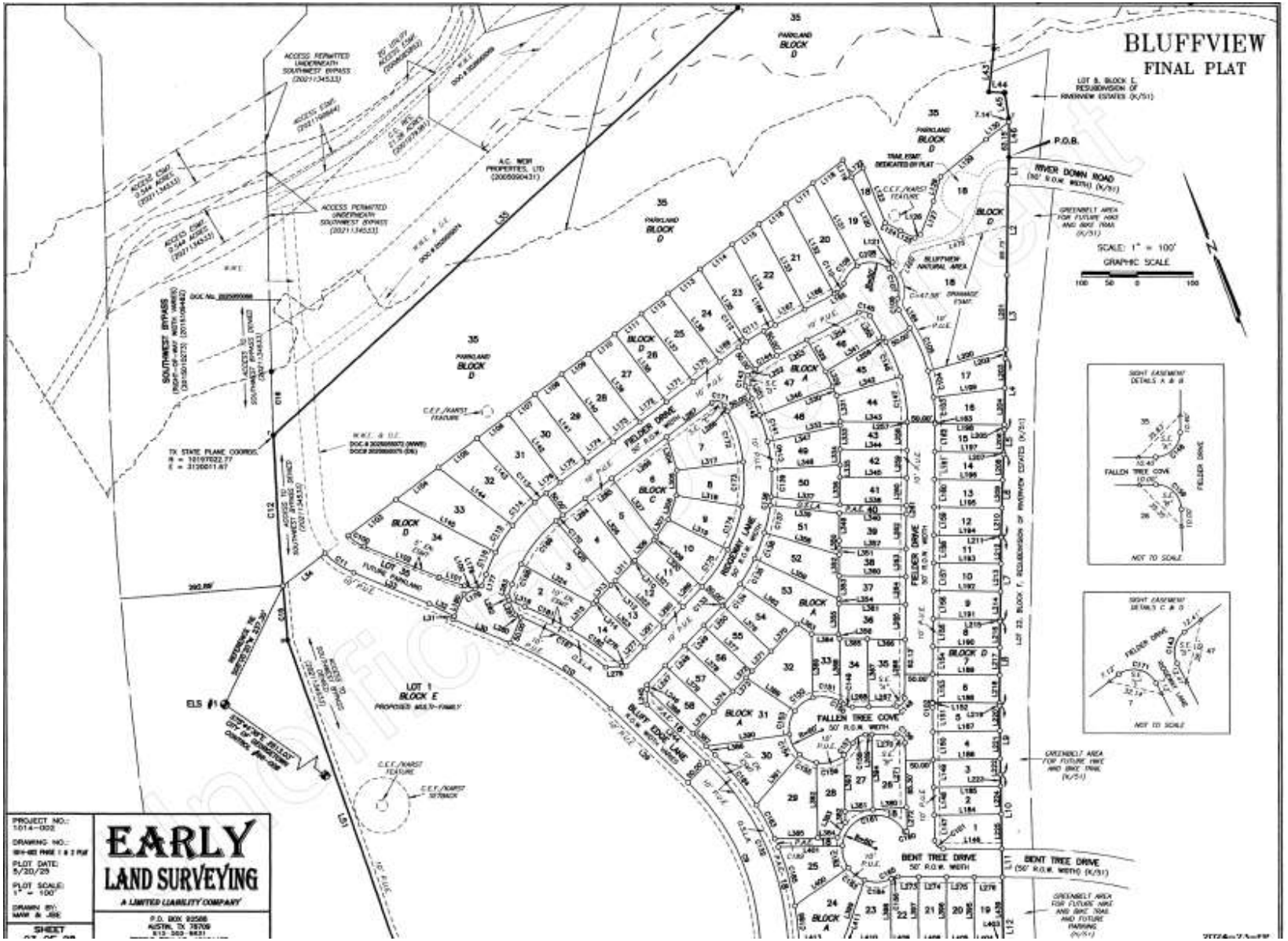
This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

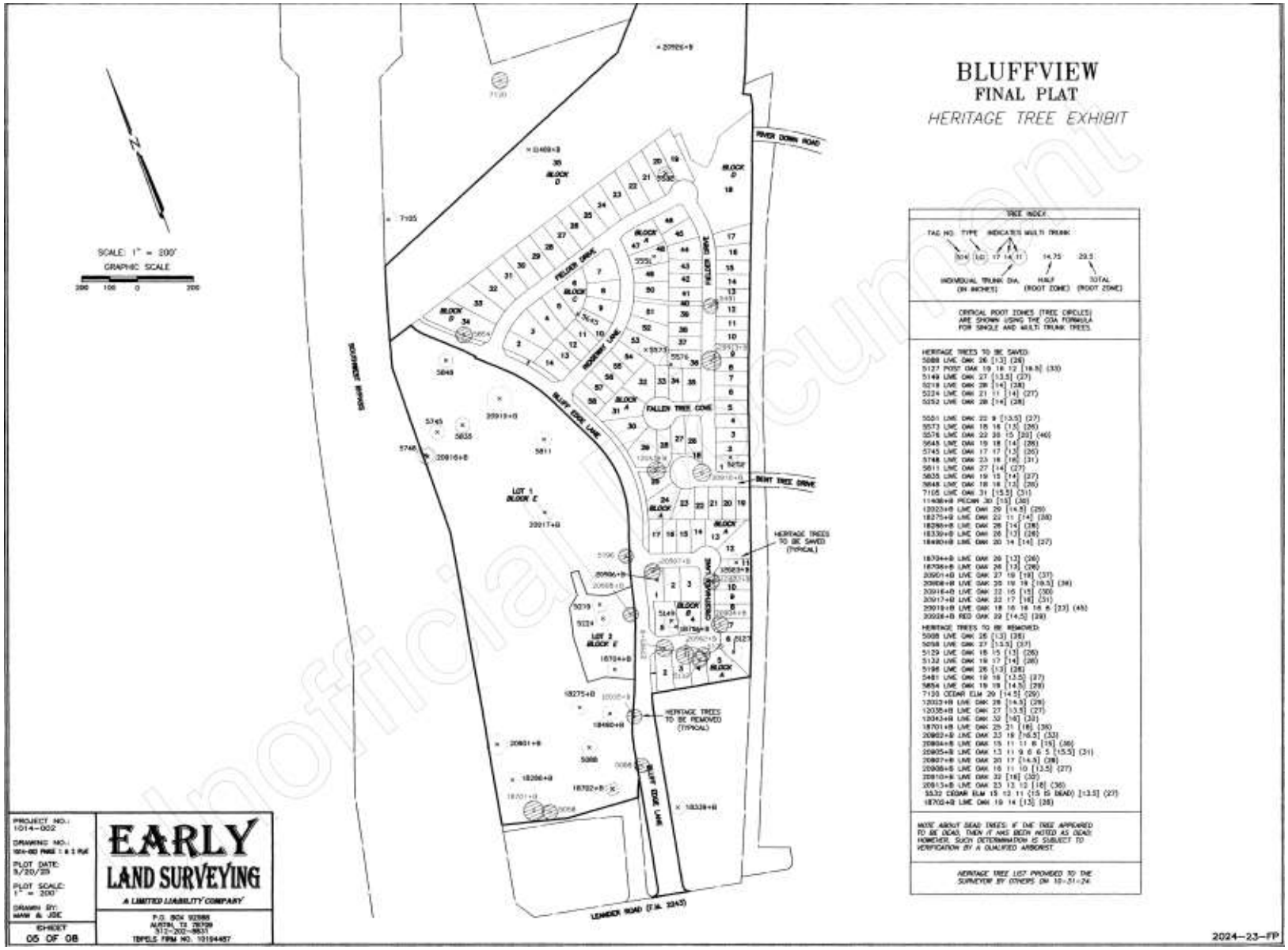
EXHIBIT L – BLUFFVIEW FINAL PLAT



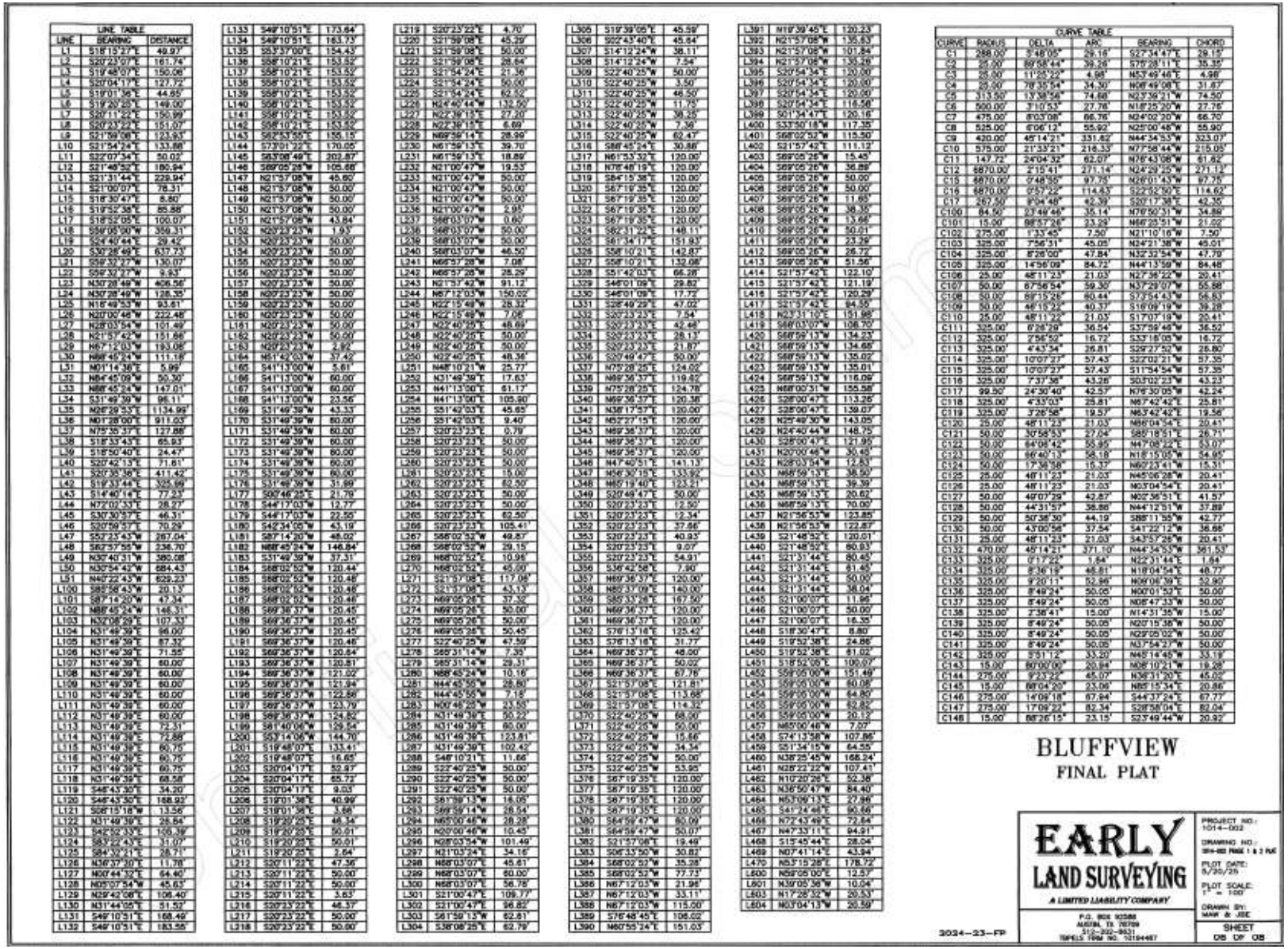

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
SOUTH SAN GABRIEL RIVER
BLUFFVIEW
FINAL PLAT
RIVER DOWN ROAD
P.O.B.
SCALE: 1" = 100'
GRAPHIC SCALE
BLOCK D
2024-23-FP
SHEET 02 OF 08


BLUFFVIEW
FINAL PLAT
EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
FIELDER DRIVE
FALLEN TREE COVE
BENT TREE DRIVE
RIVER DOWN ROAD
SCALE: 1" = 100'
GRAPHIC SCALE
NOT TO SCALE

Unofficial Document



Unofficial Document



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°15'27"E	49.97'
L2	S20°23'07"E	161.74'
L3	S19°48'01"E	150.08'
L4	S20°04'17"E	127.72'
L5	S19°01'36"E	44.85'
L6	S19°20'25"E	149.00'
L7	S20°11'22"E	150.99'
L8	S20°23'22"E	151.07'
L9	S21°59'08"E	123.93'
L10	S21°54'24"E	133.88'
L11	S22°07'34"E	50.02'
L12	S21°48'52"E	180.94'
L13	S21°31'44"E	229.94'
L14	S21°00'07"E	78.31'
L15	S18°30'47"E	8.80'
L16	S19°52'38"E	85.88'
L17	S18°52'05"E	100.07'
L18	S89°05'26"W	359.31'
L19	S24°40'44"E	29.42'
L20	S30°28'49"E	637.73'
L21	S89°32'27"W	130.07'
L22	S89°32'27"W	9.83'
L23	N30°28'49"W	406.56'
L24	N30°28'49"W	128.35'
L25	N16°49'53"W	93.61'
L26	N20°00'48"W	222.48'
L27	N28°03'54"W	101.49'
L28	N21°57'42"W	151.66'
L29	N67°12'03"W	193.08'
L30	N89°45'24"W	111.18'
L31	N01°14'36"E	5.99'
L32	N84°45'09"W	50.30'
L33	N89°45'24"W	147.01'
L34	S31°49'39"W	96.11'
L35	N25°39'53"E	1134.99'
L36	N01°28'00"E	911.03'
L37	N75°35'37"E	127.88'
L38	S18°33'43"E	65.93'
L39	S18°50'40"E	24.47'
L40	S20°42'13"E	71.61'
L41	S20°35'36"E	411.42'
L42	S19°31'44"E	325.69'
L43	S14°40'14"E	77.23'
L44	N72°00'53"E	28.27'
L45	S30°30'57"E	46.31'
L46	S20°59'57"E	70.29'
L47	S52°23'43"W	287.04'
L48	S62°57'55"W	236.70'
L49	N30°40'31"W	380.08'
L50	N30°54'42"W	684.43'
L51	N40°22'43"W	629.23'
L100	S85°58'43"W	20.13'
L101	S87°14'20"W	47.34'
L102	N88°45'24"W	146.31'
L103	N32°08'29"E	107.33'
L104	N31°49'39"E	96.00'
L105	N31°49'39"E	87.32'
L106	N31°49'39"E	71.55'
L107	N31°49'39"E	60.00'
L108	N31°49'39"E	60.00'
L109	N31°49'39"E	60.00'
L110	N31°49'39"E	60.00'
L111	N31°49'39"E	60.00'
L112	N31°49'39"E	60.00'
L113	N31°49'39"E	72.31'
L114	N31°49'39"E	72.88'
L115	N31°49'39"E	60.75'
L116	N31°49'39"E	60.75'
L117	N31°49'39"E	60.75'
L118	N31°49'39"E	68.58'
L119	S46°43'30"E	34.20'
L120	S46°43'30"E	188.92'
L121	S08°15'18"W	13.56'
L122	N31°49'39"E	28.84'
L123	S42°52'33"E	106.39'
L124	S83°22'43"E	31.07'
L125	S84°32'21"E	28.71'
L126	N36°37'30"E	11.78'
L127	N00°44'32"E	64.40'
L128	N05°07'54"W	45.63'
L129	N29°42'08"E	106.40'
L130	N31°44'05"E	51.52'
L131	S46°10'51"E	168.49'
L132	S46°10'51"E	183.55'
L133	S46°10'51"E	173.84'
L134	S46°10'51"E	161.73'
L135	S53°37'00"E	154.43'
L136	S58°10'21"E	153.52'
L137	S58°10'21"E	153.52'
L138	S58°10'21"E	153.52'
L139	S58°10'21"E	153.52'
L140	S58°10'21"E	153.52'
L141	S58°10'21"E	153.52'
L142	S58°10'21"E	153.52'
L143	S62°53'55"E	155.15'
L144	S73°01'22"E	170.05'
L145	S63°08'49"E	202.87'
L146	S89°05'26"W	105.66'
L147	N21°57'08"W	45.60'
L148	N21°57'08"W	50.00'
L149	N21°57'08"W	50.00'
L150	N21°57'08"W	50.00'
L151	N21°57'08"W	43.84'
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L153	N20°23'23"W	50.00'
L154	N20°23'23"W	50.00'
L155	N20°23'23"W	50.00'
L156	N20°23'23"W	50.00'
L157	N20°23'23"W	50.00'
L158	N20°23'23"W	50.00'
L159	N20°23'23"W	50.00'
L160	N20°23'23"W	50.00'
L161	N20°23'23"W	50.00'
L162	N20°23'23"W	50.00'
L163	N20°23'23"W	2.82'
L164	N51°42'03"W	37.42'
L165	S41°13'00"W	5.61'
L166	S41°13'00"W	60.00'
L167	S41°13'00"W	60.00'
L168	S41°13'00"W	23.56'
L169	S31°49'39"W	43.33'
L170	S31°49'39"W	60.00'
L171	S31°49'39"W	60.00'
L172	S31°49'39"W	60.00'
L173	S31°49'39"W	60.00'
L174	S31°49'39"W	60.00'
L175	S31°49'39"W	60.00'
L176	S31°49'39"W	31.89'
L177	S05°46'25"E	21.70'
L178	S44°17'03"W	12.77'
L179	S44°17'03"W	22.55'
L180	S42°34'05"W	43.19'
L181	S87°14'20"W	48.02'
L182	N88°45'24"W	146.84'
L183	S31°49'39"W	37.31'
L184	S68°02'52"W	120.44'
L185	S68°02'52"W	120.46'
L186	S68°02'52"W	120.46'
L187	S68°02'52"W	120.46'
L188	S69°36'37"W	120.45'
L189	S69°36'37"W	120.45'
L190	S69°36'37"W	120.46'
L191	S69°36'37"W	120.46'
L192	S69°36'37"W	120.64'
L193	S69°36'37"W	120.81'
L194	S69°36'37"W	121.02'
L195	S69°36'37"W	121.94'
L196	S69°36'37"W	122.56'
L197	S69°36'37"W	123.79'
L198	S69°36'37"W	124.60'
L199	S31°49'39"E	124.54'
L200	S31°49'39"E	144.70'
L201	S19°48'07"E	133.41'
L202	S19°48'07"E	16.65'
L203	S20°04'17"E	52.97'
L204	S20°04'17"E	65.72'
L205	S20°04'17"E	9.03'
L206	S19°01'36"E	40.99'
L207	S19°01'36"E	3.66'
L208	S19°20'25"E	48.34'
L209	S19°20'25"E	50.01'
L210	S19°20'25"E	50.01'
L211	S19°20'25"E	2.64'
L212	S20°11'22"E	47.36'
L213	S20°11'22"E	50.00'
L214	S20°11'22"E	50.00'
L215	S20°11'22"E	3.63'
L216	S20°23'22"E	46.37'
L217	S20°23'22"E	50.00'
L218	S20°23'22"E	50.00'
L219	S20°23'22"E	4.70'
L220	S21°59'08"E	45.29'
L221	S21°59'08"E	50.00'
L222	S21°59'08"E	28.64'
L223	S21°54'24"E	21.36'
L224	S21°54'24"E	50.00'
L225	S21°54'24"E	62.52'
L226	N24°40'44"W	132.50'
L227	N22°38'13"E	27.20'
L228	N22°38'13"E	6.69'
L229	N69°59'14"E	28.99'
L230	N61°59'13"E	39.70'
L231	N61°59'13"E	18.89'
L232	N21°00'47"W	19.53'
L233	N21°00'47"W	50.00'
L234	N21°00'47"W	50.00'
L235	N21°00'47"W	50.00'
L236	N21°00'47"W	2.95'
L237	S68°03'07"W	0.60'
L238	S68°03'07"W	50.00'
L239	S68°03'07"W	50.00'
L240	S68°03'07"W	46.50'
L241	N66°57'28"W	7.08'
L242	N66°57'28"W	28.29'
L243	N21°57'42"W	91.12'
L244	N67°12'03"W	150.02'
L245	N21°57'42"W	28.32'
L246	N22°15'49"W	7.06'
L247	N22°40'25"E	48.69'
L248	N22°40'25"E	50.00'
L249	N22°40'25"E	50.00'
L250	N22°40'25"E	48.36'
L251	N48°10'21"W	25.77'
L252	N31°49'39"E	17.63'
L253	N41°13'00"E	61.17'
L254	N41°13'00"E	105.80'
L255	S51°42'03"E	45.65'
L256	S51°42'03"E	9.40'
L257	S20°23'23"E	0.79'
L258	S20°23'23"E	50.00'
L259	S20°23'23"E	50.00'
L260	S20°23'23"E	50.00'
L261	S20°23'23"E	15.00'
L262	S20°23'23"E	62.50'
L263	S20°23'23"E	50.00'
L264	S20°23'23"E	50.00'
L265	S20°23'23"E	62.50'
L266	S20°23'23"E	105.41'
L267	S68°02'52"W	49.87'
L268	S68°02'52"W	29.15'
L269	N68°02'52"E	10.98'
L270	N68°02'52"E	45.00'
L271	S21°57'08"E	117.08'
L272	S21°31'08"E	43.13'
L273	N69°05'26"E	37.32'
L274	N69°05'26"E	50.00'
L275	N69°05'26"E	50.00'
L276	N69°05'26"E	50.45'
L277	S22°40'25"W	47.59'
L278	S65°31'14"W	7.35'
L279	S65°31'14"W	29.31'
L280	N68°45'24"W	10.16'
L281	N44°45'55"W	28.80'
L282	N44°45'55"W	7.18'
L283	N00°46'25"W	21.82'
L284	N31°49'39"E	50.22'
L285	N31°49'39"E	60.00'
L286	N31°49'39"E	123.81'
L287	N31°49'39"E	102.42'
L288	S48°10'21"E	11.66'
L289	S22°40'25"W	50.00'
L290	S22°40'25"W	50.00'
L291	S22°40'25"W	50.00'
L292	S61°59'13"W	18.05'
L293	S69°59'14"W	28.54'
L294	N65°00'46"W	28.28'
L295	N20°00'46"W	10.45'
L296	N28°03'54"W	101.49'
L297	N21°03'24"E	34.16'
L298	N68°03'07"E	45.61'
L299	N68°03'07"E	60.00'
L300	N68°03'07"E	56.78'
L301	S21°00'47"E	109.77'
L302	S21°00'47"E	96.82'
L303	S61°59'13"W	62.61'
L304	S38°08'25"E	62.79'
L305	S19°39'05"E	45.59'
L306	S02°43'40"E	45.84'
L307	S14°12'24"W	38.11'
L308	S14°12'24"W	7.54'
L309	S22°40'25"W	50.00'
L310	S22°40'25"W	3.50'
L311	S22°40'25"W	46.50'
L312	S22°40'25"W	11.75'
L313	S22°40'25"W	38.25'
L314	S22°40'25"W	7.36'
L315	S22°40'25"W	62.47'
L316	S88°45'24"E	30.88'
L317	N61°53'32"E	120.00'
L318	N78°48'19"E	120.00'
L319	S84°15'38"E	120.00'
L320	S67°19'35"E	120.00'
L321	S67°19'35"E	120.00'
L322	S67°19'35"E	120.00'
L323	S67°19'35"E	120.00'
L324	S62°31'22"E	148.11'
L325	S61°34'17"E	151.93'
L326	S58°10'21"E	142.87'
L327	S58°10'21"E	132.08'
L328	S51°42'03"E	66.28'
L329	S46°01'09"E	29.82'
L330	S46°01'09"E	17.72'
L331	S28°49'39"E	47.02'
L332	S20°23'23"E	7.54'
L333	S20°23'23"E	42.46'
L334	S20°23'23"E	28.13'
L335	S20°23'23"E	21.87'
L336	S20°49'47"E	50.00'
L337	N75°28'25"E	124.02'
L338	N69°36'37"E	119.62'
L339	N75°28'25"E	124.78'
L340	N69°36'37"E	120.38'
L341	N38°17'57"E	120.00'
L342	N52°27'15"E	120.00'
L343	N69°36'37"E	120.00'
L344	N69°36'37"E	120.00'
L345	N69°36'37"E	120.00'
L346	N47°40'51"E	141.13'
L347	N36°30'15"E	133.92'
L348	N65°19'40"E	123.61'
L349	S20°49'47"E	50.00'
L350	S20°23'23"E	12.50'
L351	S20°23'23"E	12.34'
L352	S20°23'23"E	37.66'
L353	S20°23'23"E	40.93'
L354	S20°23'23"E	9.07'
L355	S20°23'23"E	54.91'
L356	S36°42'58"E	7.90'
L357	N69°36'37"E	120.00'
L358	N69°37'09"E	140.00'
L359	S85°33'28"E	167.50'
L360	N69°36'37"E	120.00'
L361	N69°36'37"E	120.00'
L362	S76°13'18"E	125.42'
L363	S76°13'18"E	31.77'
L364	N69°36'37"E	48.00'
L365	N69°36'37"E	50.02'
L366	N69°36'37"E	67.76'
L367	S21°57'08"E	121.81'
L368	S21°57'08"E	113.68'
L369	S21°57'08"E	114.32'
L370	S22°40'25"W	68.00'
L371	S22°40'25"W	50.00'
L372	S22°40'25"W	15.86'
L373	S22°40'25"W	34.14'
L374	S22°40'25"W	50.00'
L375	S22°40'25"W	53.95'
L376	S67°19'35"E	120.00'
L377	S67°19'35"E	120.00'
L378	S67°19'35"E	120.00'
L379	S67°19'35"E	120.00'
L380	S64°59'47"W	80.00'
L381	S64°59'47"W	50.07'
L382	S21°57'08"E	19.49'
L383	S06°33'50"W	30.82'
L384	S68°02'52"W	35.28'
L385	S68°02'52"W	77.73'
L386	N67°12'03"W	21.96'
L387	N67°12'03"W	33.11'
L388	N67°12'03"W	115.00'
L389	S76°48'45"E	106.02'
L390	N60°55'24"E	151.03'
L391	N19°39'45"E	120.23'
L392	N21°57'08"W	135.63'
L393	N21°57'08"W	101.84'
L394	N21°57'08"W	136.26'
L395	S20°54'32"E	120.00'
L396	S20°54'32"E	120.00'
L397	S20°54'32"E	120.00'
L398	S20°54'32"E	118.58'
L399	S01°54'47"E	120.16'
L400	S33°50'18"W	117.35'
L401	S68°02'52"W	115.50'
L402	S21°57'42"E	111.12'
L403	S89°05'26"W	15.45'
L404	S89°05'26"W	36.88'
L405	S89°05'26"W	50.00'
L406	S89°05'26"W	50.00'
L407	S89°05'26"W	11.65'
L408	S89°05'26"W	38.35'
L409	S89°05'26"W	13.66'
L410	S89°05'26"W	50.01'
L411	S89°05'26"W	23.29'
L412	S89°05'26"W	26.72'
L413	S89°05'26"W	51.56'
L414	S21°57'42"E	122.10'
L415	S21°57'42"E	121.19'
L416	S21°57'42"E	120.00'
L417	S21°57'42"E	94.55'
L418	N23°31'10"E	151.98'
L419	S68°03'07"W	108.70'
L420	S68°59'13"W	134.23'
L421	S68°59'13"W	134.68'
L422	S68°59'13"W	135.02'
L423	S68°59'13"W	135.01'
L424	S68°59'13"W	116.09'
L425	N68°00'31"W	155.58'
L426	S28°00'47"E	113.26'
L427	S28°00'47"E	139.07'
L428	N25°49'30"W	143.05'
L429	N24°40'44"W	148.75'
L430	S28°00'47"E	121.95'
L431	N20°00'46"W	30.48'
L432	N28°03'54"W	12.83'
L433	N68°59'13"E	38.50'
L434	N68°59'13"E	39.39'
L435	N68°59'13"E	20.62'
L436	N68°59'13"E	70.00'
L437	N21°56'53"W	123.85'
L438	N21°56'53"W	122.87'
L439	S21°48'52"E	120.01'
L440	S21°48'52"E	60.93'
L441	S21°31'44"E	80.45'
L442	S21°31'44"E	61.45'
L443	S21°31'44"E	50.05'
L444	S21°31'44"E	38.04'
L445	S21°00'07"E	11.96'
L446	S21°00'07"E	50.00'
L447	S21°00'07"E	18.35'
L448	S18°30'47"E	8.80'
L449	S19°52'38"E	24.86'
L450	S19°52'38"E	61.02'
L451	S18°52'05"E	100.07'
L452	S89°05'26"W	151.49'
L453	S89°05'26"W	80.08'
L454	S89°05'26"W	64.80'
L455	S89°05'26"W	52.45'
L456	S89°05'26"W	20.12'
L457	N65°00'46"W	7.07'
L458	S74°13'58"W	107.86'
L459	S51°34'15"W	64.55'
L460	N38°25'45"W	168.24'
L461	N28°22'22"W	107.41'
L462	N10°20'28"E	52.38'
L463	N36°50'47"W	84.40'
L464	N53°09'13"E	27.96'
L465	S41°24'46"E	90.66'
L466	N72°43'49"E	72.84'
L467	N47°33'11"E	94.91'
L468	S15°45'44"E	28.04'
L469	N07°41'14"E	43.94'
L470	N53°15'28"E	178.72'
L600	N59°05'00"E	12.57'
L601	N39°05'36"W	10.04'
L603	N17°28'32"W	20.53'
L604	N03°04'13"W	20.59'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	288.00'	5°48'05"	29.16'	S22°34'47"E	29.15'
C2	25.00'	89°58'44"	39.26'	S75°08'11"E	35.35'
C3	25.00'	11°00'22"	4.98'	N53°49'46"E	4.98'
C4	25.00'	78°35'54"	34.30'	N06°49'08"E	31.67'
C5	313.50'	13°38'56"	74.66'	N23°39'21"W	74.50'
C6	500.00'	3°10'53"	27.78'	N16°25'20"W	27.78'
C7	475.00'	8°03'08"	66.76'	N24°02'20"W	66.70'
C8	525.00'	6°06'12"	55.90'	N25°00'46"W	55.90'
C9	430.00'	45°14'21"	331.82'	N44°34'53"W	323.07'
C10	575.00'	21°33'21"	216.33'	N17°58'44"W	215.05'
C11	147.72'	24°04'32"	62.07'	N16°43'08"W	61.62'
C12	6870.00'	2°15'41"	271.14'	N24°29'25"W	271.12'
C15	6870.00'	0°48'55"	97.75'	N26°01'43"W	97.75'
C16	6870.00'	0°57'22"	114.63'	S22°52'50"E	114.62'
C17	267.50'	9°04'48"	42.39'	S20°17'38"E	42.35'
C100	84.50'	23°49'46"	35.14'	N76°50'31"W	34.88'
C101	15.00'	88°57'26"	23.29'	N66°20'51"W	21.02'
C102	275.00'	1°33'45"	7.50'	N21°10'16"W	7.50'
C103	325.00'	7°56'31"	45.05'	N24°21'38"W	45.01'
C104	325.00'	8°26'00"	47.84'	N32°32'54"W	47.79'
C105	325.00'	14°56'09"	84.72'	N44°13'59"W	84.48'
C106	25.00'	48°11'23"	21.03'	N27°36'22"W	20.41'
C107	50.00'	87°56'54"	39.30'	N37°29'07"W	55.88'
C108	50.00'	89°15'26"	80.44'	S73°54'43"W	56.83'
C109	50.00'	46°10'23"	40.37'	S16°09'19"W	39.28'
C110	25.00'	48°11'23"	21.03'	S17°07'19"W	20.41'
C111	325.00'	6°26'29"	36.54'	S37°59'48"W	36.52'
C112	325.00'	2°56'52"	16.72'	S33°18'05"W	16.72'
C113	325.00'	4°43'54"	26.81'	S29°27'52"W	26.80'
C114	325.00'	10°07'27"	57.43'	S22°02'21"W	57.35'
C115	325.00'	10°07'27"	57.43'	S11°54'54"W	57.35'
C116	325.00'	7°37'36"	43.26'	S03°02'23"W	43.23'
C117	99.50'	24°30'40"	42.57'	N06°30'05"W	42.24'
C118	325.00'	4°33'03"	25.81'	N87°42'42"E	25.81'
C119	325.00'	3°28'58"	19.57'	N83°42'42"E	19.56'
C120	25.00'	48°11'23"	21.03'	N66°04'54"E	20.41'
C121	50.00'	30°58'53"	27.04'	S85°18'51"E	26.71'
C122	50.00'	64°08'42"	55.95'	N47°08'22"E	53.07'
C123	50.00'	66°40'13"	58.18'	N18°15'05"W	54.95'
C124	50.00'	17°36'58"	15.37'	N60°23'41"W	15.31'
C125	25.00'	48°11'23"	21.03'	N45°06'28"W	20.41'
C126	25.00'	48°11'23"	21.03'	N03°04'54"E	20.41'
C127	50.00'	49°07'29"	42.87'	N02°36'51"E	41.57'
C128	50.00'	44°31'57"	38.86'	N44°12'51"W	37.88'
C129	50.00'	50°38'30"	44.19'	S85°11'35"W	42.77'
C130	50.00'	4°30'56"	37.54'	S41°22'12"W	36.66'
C131	25.00'	48°11'23"	21.03'	S43°57'28"W	20.41'
C132	470.00'	45°14'21"	371.10'	N44°34'53"W	361.53'
C133	325.00'	0°17'22"	1.64'	N22°31'44"E	1.64'
C134	325.00'	8°36'19"	48.81'	N18°04'54"E	48.77'
C135	325.00'	9°20'11"	52.96'	N09°06'39"E	52.90'
C136	325.00'	8°49'24"	50.05'	N00°01'52"E	50.00'
C137	325.00'	8°49'24"	50.05'	N08°47'33"W	50.00'
C138	325.00'	2°36'41"	15.00'	N14°31'35"W	15.00'
C139	325.00'	8°49'24"	50.05'	N20°15'38"W	50.00'
C140	325.00'	8°49'24"	50.05'	N29°05'02"W	50.00'
C141	325.00'	8°49'24"	50.05'	N37°54'27"W	50.00'
C142	325.00'	3°51'12"	33.20'	N45°14'45"W	33.19'
C143	15.00'	90°00'00"	20.94'	N08°10'21"W	19.28'
C144	275.00'	9°23'22"	45.07'	N38°31'20"E	45.02'
C145	15.00'	88°04'20"	23.06'	N85°15'34"E	20.86'
C146	275.00'	14°09'18"	67.94'	S44°37'24"E	67.77'
C147	275.00'	17°09'22"	82.34'	S28°58'04"E	82.04'
C148	15.00'	88°26'15"	23.15'	S23°49'44"W	20.92'

BLUFFVIEW
FINAL PLAT

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 93588
AUSTIN, TX 78709
512-202-9531
FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 Page 1 & 2 PLAT
PLOT DATE: 5/30/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JSE
SHEET 05 OF 05

2024-23-FP

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 68.550 ACRES (APPROXIMATELY 2,986,043 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 66.080 ACRE TRACT CONVEYED TO LANY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013032852, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 30.197 ACRE TRACT CONVEYED TO KL LB BUT 4 LLC, IN A SPECIAL WARRANTY DEED EXECUTED OCTOBER 17, 2024 AND RECORDED IN DOCUMENT NO. 2024082885 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 68.550 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest terminus of River Down Road (50' right-of-way width) as shown on Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being in the northeast line of the said 30.197 acre tract, being also the southwest corner of Lot 8, Block E, of said Resubdivision of Riverview Estates;

THENCE South 15°15'37" East, with the southwest termination of River Down Road, and the northeast line of the said 30.197 acre tract, a distance of 49.97 feet to a 1/2" rebar with "Early Boundary" cap to be set for the southwest terminus of River Down Road, being the northwest corner of Lot 22, Block F, of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 30.197 acre tract, and the southwest line of said Lot 22, the following nine (9) courses and distances:
1. South 20°23'07" East, a distance of 161.74 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. South 19°48'07" East, a distance of 150.06 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 25°04'17" East, a distance of 127.72 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. South 18°01'38" East, a distance of 44.85 feet to a 1/2" rebar with "Early Boundary" cap to be set;
5. South 19°20'25" East, a distance of 149.00 feet to a 1/2" rebar with "Early Boundary" cap to be set;
6. South 20°11'22" East, a distance of 150.99 feet to a 1/2" rebar with "Early Boundary" cap to be set;
7. South 20°23'22" East, a distance of 151.07 feet to a 1/2" rebar with "Early Boundary" cap to be set;
8. South 21°38'08" East, a distance of 123.93 feet to a 1/2" rebar with "Early Boundary" cap to be set;
9. South 21°54'24" East, a distance of 133.88 feet to a 1/2" rebar with "Early Boundary" cap to be set for the northwest terminus of Bent Tree Drive (50' right-of-way width) as shown on said Resubdivision of Riverview Estates, being the southwest corner of said Lot 22;

THENCE South 22°01'34" East, with the southwest termination of Bent Tree Drive, and the northeast line of the said 30.197 acre tract, a distance of 50.02 feet to a 1/2" rebar with "Early Boundary" cap to be set for the southwest terminus of Bent Tree Drive, being the northwest corner of Lot 1, Block G, of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 30.197 acre tract, and the southwest line of said Lot 1, the following six (6) courses and distances:
1. South 21°48'52" East, a distance of 180.84 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. South 21°31'44" East, a distance of 229.84 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 21°00'01" East, a distance of 78.31 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. South 18°30'47" East, a distance of 8.80 feet to a 1/2" rebar with "Early Boundary" cap to be set;
5. South 19°52'38" East, a distance of 85.88 feet to a 1/2" rebar with "Early Boundary" cap to be set;
6. South 18°52'05" East, a distance of 100.07 feet to a 1/2" rebar with "Early Boundary" cap to be set;

THENCE South 28°52'09" West, with a southeast line of the said 30.197 acre tract, and crossing a 1048.20 acre tract described in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, and being further described in Volume 502, Page 401 of the Deed Records of Williamson County, Texas, a distance of 358.31 feet to a 1/2" rebar with "Early Boundary" cap to be set for an interior corner of the said 30.197 acre tract;

THENCE with a northeast line of the said 30.197 acre tract, and crossing the said 1048.20 acre tract, the following four (4) courses and distances:
1. South 24°40'44" East, a distance of 25.42 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°46'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. South 30°28'48" East, a distance of 837.73 feet to a 1/2" rebar with "Early Boundary" cap to be set;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 88°58'44", an arc length of 38.26 feet, and a chord which bears South 75°20'11" East, a distance of 38.38 feet to a 1/2" rebar with "Early Boundary" cap to be set in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), being the easternmost corner of the said 30.197 acre tract, from which a 1/2" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, bears North 59°32'27" East, a distance of 183.79 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, and a southeast line of the said 30.197 acre tract, a distance of 130.67 feet to a mag nail with "Early Boundary" washer set;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, and the south line of the said 30.197 acre tract, a distance of 8.93 feet to a 1/2" rebar with "Early Boundary" cap to be set for a point of curvature in the southeast line of a 0.774 acre tract described in Document No. 2023048609 of the Official Public Records of Williamson County, Texas;

THENCE with the common line of the said 30.197 acre tract and the said 0.774 acre tract, with a curve to the left, having a radius of 25.00 feet, a delta angle of 11°25'22", an arc length of 4.98 feet, and a chord which bears North 53°48'46" East, a distance of 4.98 feet, to a 1/2" rebar with "Early Boundary" cap to be set for the easternmost corner of the said 0.774 acre tract;

THENCE with a southwest line of the said 30.197 acre tract, and crossing the said 1048.20 acre tract, the following three (3) courses and distances:
1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 67°02'23", an arc length of 29.25 feet, and a chord which bears North 14°38'52" East, a distance of 27.61 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 25.00 feet, a delta angle of 11°30'28", an arc length of 5.04 feet, and a chord which bears North 24°42'05" West, a distance of 5.03 feet to a 1/2" rebar with "Early Boundary" cap to be set;
3. North 30°28'48" West, a distance of 406.56 feet to a 1/2" rebar with "Early Boundary" cap to be set;

THENCE with a northeast line of the said 66.080 acre tract and crossing the said 1048.20 acre tract, the following two (2) courses and distances:
1. South 15°45'44" East, a distance of 38.04 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. With a curve to the left, having a radius of 267.50 feet, a delta angle of 09°04'48", an arc length of 42.39 feet, and a chord which bears South 20°17'38" East, a distance of 42.35 feet to a 1/2" rebar with "Early Boundary" cap to be set, being the northernmost corner of the said 0.774 acre tract;

THENCE with the northeast line of the said 0.774 acre tract, and crossing the said 66.080 acre tract, the following two (2) courses and distances:
1. South 52°33'43" West, a distance of 267.04 feet to a 1/2" rebar with "Early Boundary" cap to be set;
2. South 62°57'55" West, a distance of 236.70 feet to a 1/2" rebar with "Early Boundary" cap to be set in the northeast right-of-way line of Southwest Bypass (right-of-way width varies) as described in Document Nos. 2015010273 and 2015109482 of the Official Public Records of Williamson County, Texas, being in the southwest line of the said 66.080 acre tract, being also the westernmost corner of the said 0.774 acre tract;

THENCE With the northeast right-of-way line of Southwest Bypass, and the southwest line of the said 66.080 acre tract, the following five (5) courses and distances:
1. North 37°40'31" West, a distance of 380.06 feet to a 1/2" rebar with "Diamond Surveying" cap found;
2. North 30°54'42" West, a distance of 684.43 feet to a mag nail with "Early Boundary" washer set;
3. North 48°22'43" West, a distance of 629.33 feet to a 1/2" rebar with "Diamond Surveying" cap found;
4. With a curve to the right, having a radius of 6870.00 feet, a delta angle of 00°48'55", an arc length of 97.75 feet, and a chord which bears North 29°01'43" West, a distance of 97.75 feet to a calculated point;
5. With a curve to the right, having a radius of 6870.00 feet, a delta angle of 02°15'41", an arc length of 271.14 feet, and a chord which bears North 24°29'25" West, a distance of 271.12 feet to a 1/2" rebar with "Terra Firma" cap found for the easternmost corner of the said 68.080 acre tract, from which a 1/2" rebar found in the northwest right-of-way line of Southwest Bypass, bears with a curve to the right, having a radius of 6870.00 feet, a delta angle of 00°57'22", an arc length of 114.63 feet, and a chord which bears North 22°52'50" West, a distance of 114.62 feet;

THENCE with the northwest line of the said 68.080 acre tract, crossing the said 1048.20 acre tract, and with the southeast line of a 25.75 acre tract described in Document No. 2005090431, and being further described in Volume 1238, Page 445 of the Deed Records of Williamson County, the following two (2) courses and distances:
1. North 26°29'53" East, a distance of 1134.99 feet to a 1/2" rebar with "Terra Firma" cap found;
2. North 01°28'05" East, passing a cotton spindle found at a distance of 626.43 feet and 0.64 feet right of line and continuing for a total distance of 911.03 feet to a calculated point in the centerline of the South San Gabriel River for the northwest corner of the said 68.080 acre tract, being also in the south line of a 238.714 acre tract described in Document No. 2018054105 of the Official Public Records of Williamson County, Texas;

THENCE North 75°36'37" East, with the centerline of the South San Gabriel River, the north line of the said 68.080 acre tract and the south line of the said 238.714 acre tract, a distance of 127.88 feet to a calculated point for the northernmost corner of the said 68.080 acre tract;

THENCE with the northeast line of the said 68.080 acre tract, and the southwest line of Lots 7 and 8, of said Resubdivision of Riverview Estates, the following nine (9) courses and distances:
1. South 18°33'43" East, a distance of 85.93 feet to a 1/2" rebar found;
2. South 18°50'40" East, a distance of 24.47 feet to a 1/2" rebar with "Dean Woodley RPLS 5084" cap found;
3. South 20°42'13" East, a distance of 71.61 feet to a 1/2" rebar with "Dean Woodley RPLS 5084" cap found;
4. South 20°35'26" East, a distance of 411.42 feet to a 1/2" rebar found;
5. South 19°33'44" East, a distance of 225.99 feet to a 1/2" rebar with "Terra Firma" cap found;
6. South 14°40'14" East, a distance of 77.23 feet to a 1/2" rebar found;
7. North 72°02'35" East, a distance of 28.27 feet to a cotton spindle found;
8. South 30°36'57" East, a distance of 46.31 feet to a 1/2" rebar with "Terra Firma" cap found;

South 30°39'37" East, a distance of 70.29 feet to the POINT OF BEGINNING, containing 68.550 acres of land, more or less.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C149	25.00'	40°07'09"	17.51'	S85°06'28"W	17.15'
C150	60.00'	5°41'32"	5.96'	N74°40'48"W	5.96'
C151	60.00'	49°58'15"	52.33'	S77°29'21"W	50.69'
C152	60.00'	39°18'57"	41.17'	S32°50'44"W	40.37'
C153	60.00'	42°15'51"	44.26'	S07°56'40"E	43.26'
C154	60.00'	39°32'59"	41.42'	S48°51'06"E	40.60'
C155	60.00'	32°12'08"	33.72'	S84°43'39"E	33.28'
C156	60.00'	50°58'45"	53.35'	N53°41'54"E	51.61'
C157	60.00'	25°51'44"	27.08'	N15°17'40"E	26.85'
C158	25.00'	65°41'03"	28.66'	N35°12'20"E	27.12'
C159	15.00'	90°00'00"	23.56'	S66°57'08"E	21.21'
C160	2.00'	151°05'26"	5.27'	S52°35'35"W	3.87'
C161	60.00'	149°40'48"	152.56'	S56°17'54"W	114.68'
C162	60.00'	39°37'11"	41.49'	S36°21'06"E	40.67'
C163	60.00'	36°25'05"	37.09'	S73°52'14"E	36.50'
C164	60.00'	46°25'08"	48.61'	N65°12'39"E	47.29'
C165	60.00'	0°59'00"	1.03'	N41°30'35"E	1.03'
C166	25.00'	28°04'20"	12.25'	N55°03'15"E	12.13'
C167	625.00'	16°20'09"	178.20'	N80°35'20"W	177.59'
C168	275.00'	8°15'03"	39.60'	N03°21'06"E	39.57'
C169	275.00'	20°57'05"	100.56'	N17°57'11"E	100.00'
C170	275.00'	3°23'56"	16.31'	N30°07'41"E	16.31'
C171	15.00'	100°00'00"	26.18'	N81°49'39"E	22.98'
C172	275.00'	20°03'53"	96.30'	S38°08'25"E	95.81'
C173	275.00'	18°54'47"	81.18'	S19°38'05"E	80.86'
C174	275.00'	18°56'03"	81.28'	S02°43'40"E	80.96'
C175	275.00'	18°56'03"	81.28'	S14°12'24"W	80.96'
C176	275.00'	8°00'01"	38.40'	S65°59'13"W	38.37'
C177	525.00'	8°03'08"	73.78'	N24°02'20"W	73.72'
C178	475.00'	1°20'29"	11.12'	N27°23'40"W	11.12'
C179	15.00'	90°56'06"	23.81'	S66°28'50"E	21.39'
C180	15.00'	91°31'13"	23.92'	S18°20'47"W	21.46'
C181	845.00'	7°55'50"	89.28'	S84°47'30"E	89.21'
C182	845.00'	10°20'19"	118.39'	S75°39'25"E	118.23'
C183	495.00'	8°02'32"	68.78'	N49°26'18"W	68.72'
C184	495.00'	13°44'29"	117.52'	N60°19'48"W	117.24'
C185	495.00'	12°47'31"	109.40'	S37°07'21"E	109.17'
C186	495.00'	7°57'24"	68.05'	S26°44'54"E	67.99'
C187	495.00'	0°48'30"	6.91'	S22°31'57"E	6.91'
C188	545.00'	8°01'59"	76.41'	N24°01'45"W	76.35'
C189	495.00'	1°53'56"	16.24'	N44°28'05"W	16.24'
C190	495.00'	2°00'43"	17.21'	N19°00'25"W	17.21'

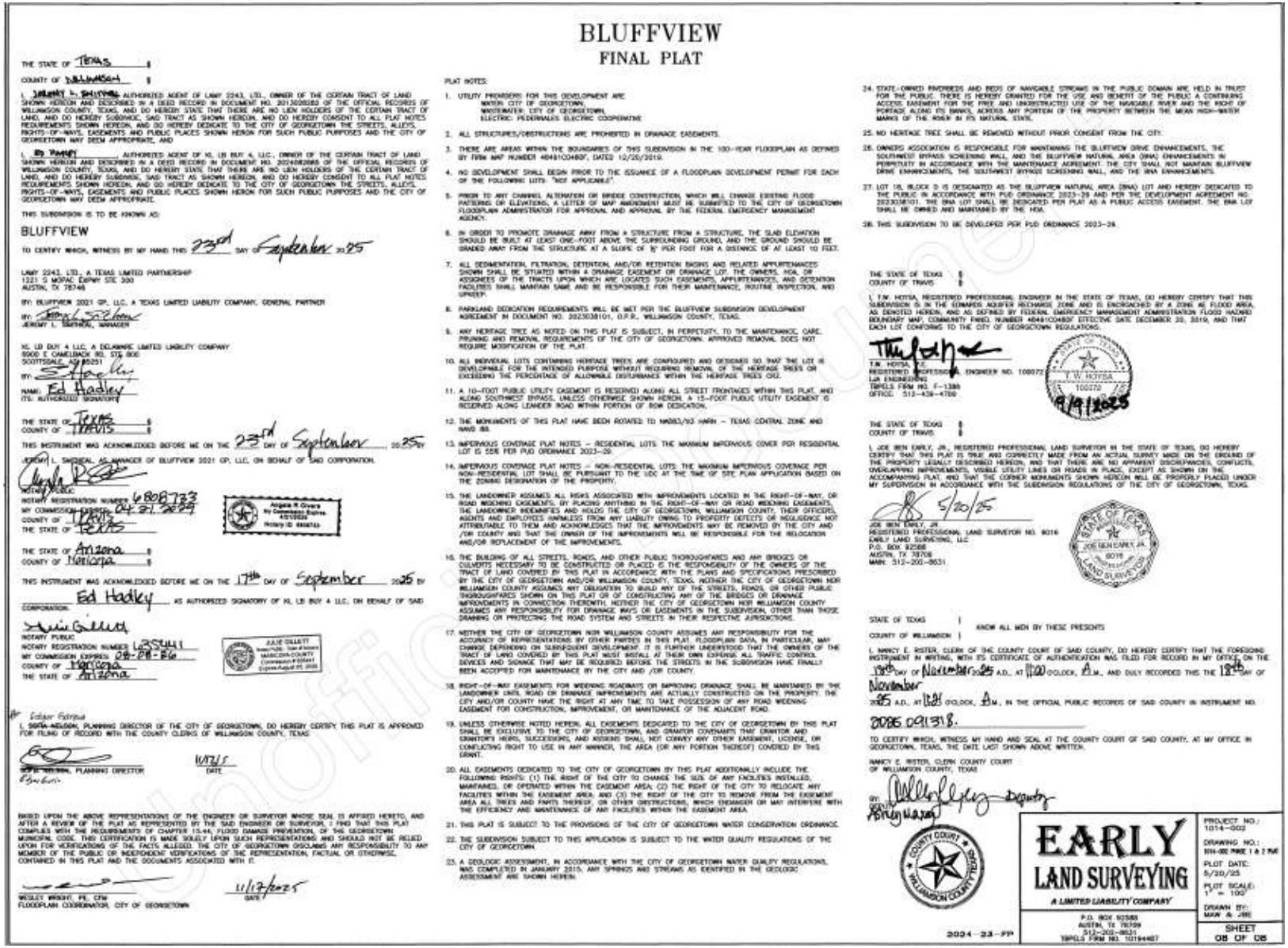
BLUFFVIEW
FINAL PLAT

2024-23-FP

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92088
AUSTIN, TX 78709
512-302-6631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JAE
SHEET 07 OF 08

Unofficial Document



BLUFFVIEW
FINAL PLAT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, JEREMY L. SHEDIVAL, AUTHORIZED AGENT OF LAMY 2243, LTD., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2013038583 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTES REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AND THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE, AND

I, Ed Hadley, AUTHORIZED AGENT OF KI, LB BUY 4, LLC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD IN DOCUMENT NO. 2024082885 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTES REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AND THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS:

BLUFFVIEW

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23rd DAY OF September 2025

LAMY 2243, LTD., A TEXAS LIMITED PARTNERSHIP
1221 S MOPAC EXPWY STE 330
AUSTIN, TX 78746

BY: BLUFFVIEW 2021 GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: _____
JEREMY L. SHEDIVAL, MANAGER

KI, LB BUY 4 LLC, A DELAWARE LIMITED LIABILITY COMPANY
8000 E CAMELBACK RD, STE 800
SCOTTSDALE, AZ 85251

BY: _____
NAME: Ed Hadley
ITS: AUTHORIZED SIGNATORY

THE STATE OF Texas §
COUNTY OF Travis §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23rd DAY OF September, 2025 BY JEREMY L. SHEDIVAL, AS MANAGER OF BLUFFVIEW 2021 GP, LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 6808723
MY COMMISSION EXPIRES 04-21-2029
COUNTY OF Travis
THE STATE OF Texas

Angela R. Givens
My Commission Expires
4/21/2029
Notary ID 6808723

THE STATE OF Arizona §
COUNTY OF Maricopa §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF September, 2025 BY Ed Hadley AS AUTHORIZED SIGNATORY OF KI, LB BUY 4 LLC, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 635441
MY COMMISSION EXPIRES 08-28-26
COUNTY OF Maricopa
THE STATE OF Arizona

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 28, 2026

I, Sofia Nelson, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, DO HEREBY CERTIFY THIS PLAT IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERKS OF WILLIAMSON COUNTY, TEXAS.

SOFIA NELSON, PLANNING DIRECTOR — DATE 11/7/25
Sofia Nelson

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 15.44, FLOOD DAMAGE PREVENTION, OF THE GEORGETOWN MUNICIPAL CODE. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF GEORGETOWN DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OR INDEPENDENT VERIFICATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

WESLEY WRIGHT, PE, CFM — DATE 11/7/2025
FLOODPLAIN COORDINATOR, CITY OF GEORGETOWN

PLAT NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER: CITY OF GEORGETOWN
   WASTEWATER: CITY OF GEORGETOWN
   ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE
2. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FEMA MAP NUMBER 48491C0480F, DATED 12/20/2019.
4. NO DEVELOPMENT SHALL BEGIN PRIOR TO THE ISSUANCE OF A FLOODPLAIN DEVELOPMENT PERMIT FOR EACH OF THE FOLLOWING LOTS: "NOT APPLICABLE".
5. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION, WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO THE CITY OF GEORGETOWN FLOODPLAIN ADMINISTRATOR FOR APPROVAL AND APPROVAL BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
7. ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
8. PARKLAND DEDICATION REQUIREMENTS WILL BE MET PER THE BLUFFVIEW SUBDIVISION DEVELOPMENT AGREEMENT IN DOCUMENT NO. 2025038101, O.P.R., WILLIAMSON COUNTY, TEXAS.
9. ANY HERITAGE TREE AS NOTED ON THIS PLAT IS SUBJECT, IN PERPETUITY, TO THE MAINTENANCE, CARE, PRUNING AND REMOVAL REQUIREMENTS OF THE CITY OF GEORGETOWN. APPROVED REMOVAL DOES NOT REQUIRE MODIFICATION OF THE PLAT.
10. ALL INDIVIDUAL LOTS CONTAINING HERITAGE TREES ARE CONFIGURED AND DESIGNED SO THAT THE LOT IS DEVELOPABLE FOR THE INTENDED PURPOSE WITHOUT REQUIRING REMOVAL OF THE HERITAGE TREES OR EXCEEDING THE PERCENTAGE OF ALLOWABLE DISTURBANCE WITHIN THE HERITAGE TREES CRZ.
11. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT, AND ALONG SOUTHWEST BYPASS, UNLESS OTHERWISE SHOWN HEREON. A 15-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG LEANDER ROAD WITHIN PORTION OF ROW DEDICATION.
12. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO NAD83/93 HARN – TEXAS CENTRAL ZONE AND NAVD 88.
13. IMPERVIOUS COVERAGE PLAT NOTES – RESIDENTIAL LOTS: THE MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL LOT IS 55% PER PUD ORDINANCE 2023-28.
14. IMPERVIOUS COVERAGE PLAT NOTES – NON-RESIDENTIAL LOTS: THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT SHALL BE PURSUANT TO THE UDC AT THE TIME OF SITE PLAN APPLICATION BASED ON THE ZONING DESIGNATION OF THE PROPERTY.
15. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS, BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE LANDOWNER INDEMNIFIES AND HOLDS THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND /OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
16. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
17. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND /OR COUNTY.
18. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
19. UNLESS OTHERWISE NOTED HEREIN, ALL EASEMENTS DEDICATED TO THE CITY OF GEORGETOWN BY THIS PLAT SHALL BE EXCLUSIVE TO THE CITY OF GEORGETOWN, AND GRANTOR COVENANTS THAT GRANTOR AND GRANTOR'S HEIRS, SUCCESSORS, AND ASSIGNS SHALL NOT CONVEY ANY OTHER EASEMENT, LICENSE, OR CONFLICTING RIGHT TO USE IN ANY MANNER, THE AREA (OR ANY PORTION THEREOF) COVERED BY THIS GRANT.
20. ALL EASEMENTS DEDICATED TO THE CITY OF GEORGETOWN BY THIS PLAT ADDITIONALLY INCLUDE THE FOLLOWING RIGHTS: (1) THE RIGHT OF THE CITY TO CHANGE THE SIZE OF ANY FACILITIES INSTALLED, MAINTAINED, OR OPERATED WITHIN THE EASEMENT AREA; (2) THE RIGHT OF THE CITY TO RELOCATE ANY FACILITIES WITHIN THE EASEMENT AREA; AND (3) THE RIGHT OF THE CITY TO REMOVE FROM THE EASEMENT AREA ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY AND MAINTENANCE OF ANY FACILITIES WITHIN THE EASEMENT AREA.
21. THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE CITY OF GEORGETOWN WATER CONSERVATION ORDINANCE.
22. THE SUBDIVISION SUBJECT TO THIS APPLICATION IS SUBJECT TO THE WATER QUALITY REGULATIONS OF THE CITY OF GEORGETOWN.
23. A GEOLOGIC ASSESSMENT, IN ACCORDANCE WITH THE CITY OF GEORGETOWN WATER QUALITY REGULATIONS, WAS COMPLETED IN JANUARY 2015. ANY SPRINGS AND STREAMS AS IDENTIFIED IN THE GEOLOGIC ASSESSMENT ARE SHOWN HEREIN.
24. STATE-OWNED RIVERBEDS AND BEDS OF NAVIGABLE STREAMS IN THE PUBLIC DOMAIN ARE HELD IN TRUST FOR THE PUBLIC. THERE IS HEREBY GRANTED FOR THE USE AND BENEFIT OF THE PUBLIC A CONTINUING ACCESS EASEMENT FOR THE FREE AND UNOBSTRUCTED USE OF THE NAVIGABLE RIVER AND THE RIGHT OF PORTAGE ALONG ITS BANKS, ACROSS ANY PORTION OF THE PROPERTY BETWEEN THE MEAN HIGH-WATER MARKS OF THE RIVER IN ITS NATURAL STATE.
25. NO HERITAGE TREE SHALL BE REMOVED WITHOUT PRIOR CONSENT FROM THE CITY.
26. OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE BLUFFVIEW DRIVE ENHANCEMENTS, THE SOUTHWEST BYPASS SCREENING WALL, AND THE BLUFFVIEW NATURAL AREA (BNA) ENHANCEMENTS IN PERPETUITY IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT. THE CITY SHALL NOT MAINTAIN BLUFFVIEW DRIVE ENHANCEMENTS, THE SOUTHWEST BYPASS SCREENING WALL, AND THE BNA ENHANCEMENTS.
27. LOT 1R, BLOCK D IS DESIGNATED AS THE BLUFFVIEW NATURAL AREA (BNA) LOT AND HEREBY DEDICATED TO THE PUBLIC IN ACCORDANCE WITH PUD ORDINANCE 2023-28 AND PER THE DEVELOPMENT AGREEMENT NO. 2025038101. THE BNA LOT SHALL BE DEDICATED PER PLAT AS A PUBLIC ACCESS EASEMENT. THE BNA LOT SHALL BE OWNED AND MAINTAINED BY THE HOA.
28. THIS SUBDIVISION TO BE DEVELOPED PER PUD ORDINANCE 2023-28.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, T.W. HOYSA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCROACHED BY A ZONE AE FLOOD AREA, AS DENOTED HEREON, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0480F EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

T.W. HOYSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 100072
LJA ENGINEERING
TBPELS FIRM NO. F-1386
OFFICE: 512-439-4700

T. W. HOYSA 100072 — 9/9/2025

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, JOE BEN EARLY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

5/20/25

JOE BEN EARLY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6016
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
MAIN: 512-200-8531

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE 18th DAY OF November 2025 A.D., AT 1100 O'CLOCK, A.M., AND DULY RECORDED THIS THE 18th DAY OF November 2025 A.D., AT 1:31 O'CLOCK, P.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2025091318.

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: _____ DEPUTY

COUNTY COURT WILLIAMSON COUNTY TEXAS

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-200-8531
TBPELS FIRM NO. 10194407

2024-23-FP

PROJECT NO.: 1014-002
DRAWING NO.: 1014-002 PAGE 1 & 2 PLAT
PLOT DATE: 5/20/25
PLOT SCALE: 1" = 100'
DRAWN BY: MKW & JBE
SHEET 05 OF 05

Unofficial Document

EXHIBIT M – BUYER DISCLOSURES

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

Improvement Area #1

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

IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the 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

GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $39,098.11

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 1,068.68	$ (1,068.68)	$ -	$ -	$ -
2027	$ 736.57	$ 2,345.89	$ -	$ 195.49	$ 349.44	$ 3,627.39
2028	$ 779.39	$ 2,301.69	$ -	$ 191.81	$ 356.43	$ 3,629.32
2029	$ 822.22	$ 2,254.93	$ -	$ 187.91	$ 363.56	$ 3,628.62
2030	$ 865.04	$ 2,205.60	$ -	$ 183.80	$ 370.83	$ 3,625.27
2031	$ 916.43	$ 2,153.69	$ -	$ 179.47	$ 378.25	$ 3,627.84
2032	$ 967.82	$ 2,098.71	$ -	$ 174.89	$ 385.81	$ 3,627.23
2033	$ 1,019.21	$ 2,040.64	$ -	$ 170.05	$ 393.53	$ 3,623.43
2034	$ 1,079.16	$ 1,979.49	$ -	$ 164.96	$ 401.40	$ 3,625.00
2035	$ 1,139.11	$ 1,914.74	$ -	$ 159.56	$ 409.43	$ 3,622.84
2036	$ 1,207.63	$ 1,846.39	$ -	$ 153.87	$ 417.62	$ 3,625.50
2037	$ 1,276.15	$ 1,773.93	$ -	$ 147.83	$ 425.97	$ 3,623.88
2038	$ 1,353.23	$ 1,697.36	$ -	$ 141.45	$ 434.49	$ 3,626.53
2039	$ 1,430.31	$ 1,616.17	$ -	$ 134.68	$ 443.18	$ 3,624.34
2040	$ 1,515.96	$ 1,530.35	$ -	$ 127.53	$ 452.04	$ 3,625.88
2041	$ 1,601.61	$ 1,439.39	$ -	$ 119.95	$ 461.08	$ 3,622.03
2042	$ 1,695.82	$ 1,343.30	$ -	$ 111.94	$ 470.30	$ 3,621.36
2043	$ 1,798.60	$ 1,241.55	$ -	$ 103.46	$ 479.71	$ 3,623.32
2044	$ 1,909.94	$ 1,133.63	$ -	$ 94.47	$ 489.30	$ 3,627.34
2045	$ 2,021.28	$ 1,019.03	$ -	$ 84.92	$ 499.09	$ 3,624.33
2046	$ 2,141.19	$ 897.76	$ -	$ 74.81	$ 509.07	$ 3,622.83
2047	$ 2,269.66	$ 769.29	$ -	$ 64.11	$ 519.25	$ 3,622.31
2048	$ 2,406.70	$ 633.11	$ -	$ 52.76	$ 529.64	$ 3,622.20
2049	$ 2,552.30	$ 488.70	$ -	$ 40.73	$ 540.23	$ 3,621.96
2050	$ 2,715.03	$ 335.57	$ -	$ 27.96	$ 551.03	$ 3,629.59
2051	$ 2,877.76	$ 172.67	$ -	$ 14.39	$ 562.06	$ 3,626.87
Total	**$ 39,098.11**	**$ 38,302.24**	**$ (1,068.68)**	**$ 3,102.80**	**$ 11,192.73**	**$ 90,627.19**

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 #1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the 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

GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $46,799.25

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 1,279.18	$ (1,279.18)	$ -	$ -	$ -
2027	$ 881.65	$ 2,807.95	$ -	$ 234.00	$ 418.27	$ 4,341.87
2028	$ 932.91	$ 2,755.06	$ -	$ 229.59	$ 426.64	$ 4,344.19
2029	$ 984.17	$ 2,699.08	$ -	$ 224.92	$ 435.17	$ 4,343.34
2030	$ 1,035.43	$ 2,640.03	$ -	$ 220.00	$ 443.87	$ 4,339.33
2031	$ 1,096.94	$ 2,577.91	$ -	$ 214.83	$ 452.75	$ 4,342.42
2032	$ 1,158.45	$ 2,512.09	$ -	$ 209.34	$ 461.81	$ 4,341.68
2033	$ 1,219.96	$ 2,442.58	$ -	$ 203.55	$ 471.04	$ 4,337.13
2034	$ 1,291.72	$ 2,369.38	$ -	$ 197.45	$ 480.46	$ 4,339.02
2035	$ 1,363.48	$ 2,291.88	$ -	$ 190.99	$ 490.07	$ 4,336.43
2036	$ 1,445.50	$ 2,210.07	$ -	$ 184.17	$ 499.87	$ 4,339.62
2037	$ 1,527.51	$ 2,123.34	$ -	$ 176.95	$ 509.87	$ 4,337.67
2038	$ 1,619.78	$ 2,031.69	$ -	$ 169.31	$ 520.07	$ 4,340.84
2039	$ 1,712.04	$ 1,934.51	$ -	$ 161.21	$ 530.47	$ 4,338.23
2040	$ 1,814.56	$ 1,831.78	$ -	$ 152.65	$ 541.08	$ 4,340.07
2041	$ 1,917.08	$ 1,722.91	$ -	$ 143.58	$ 551.90	$ 4,335.46
2042	$ 2,029.85	$ 1,607.88	$ -	$ 133.99	$ 562.94	$ 4,334.66
2043	$ 2,152.87	$ 1,486.09	$ -	$ 123.84	$ 574.20	$ 4,337.00
2044	$ 2,286.14	$ 1,356.92	$ -	$ 113.08	$ 585.68	$ 4,341.82
2045	$ 2,419.41	$ 1,219.75	$ -	$ 101.65	$ 597.39	$ 4,338.21
2046	$ 2,562.94	$ 1,074.59	$ -	$ 89.55	$ 609.34	$ 4,336.42
2047	$ 2,716.71	$ 920.81	$ -	$ 76.73	$ 621.53	$ 4,335.79
2048	$ 2,880.74	$ 757.81	$ -	$ 63.15	$ 633.96	$ 4,335.66
2049	$ 3,055.02	$ 584.96	$ -	$ 48.75	$ 646.64	$ 4,335.37
2050	$ 3,249.81	$ 401.66	$ -	$ 33.47	$ 659.57	$ 4,344.51
2051	$ 3,444.59	$ 206.68	$ -	$ 17.22	$ 672.76	$ 4,341.25
Total	**$ 46,799.25**	**$ 45,846.62**	**$ (1,279.18)**	**$ 3,713.95**	**$ 13,397.36**	**$ 108,478.00**

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 #1 LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the 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

GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: $56,277.58

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2026	$ -	$ 1,538.26	$ (1,538.26)	$ -	$ -	$ -
2027	$ 1,060.21	$ 3,376.65	$ -	$ 281.39	$ 502.98	$ 5,221.24
2028	$ 1,121.85	$ 3,313.04	$ -	$ 276.09	$ 513.04	$ 5,224.03
2029	$ 1,183.49	$ 3,245.73	$ -	$ 270.48	$ 523.31	$ 5,223.01
2030	$ 1,245.13	$ 3,174.72	$ -	$ 264.56	$ 533.77	$ 5,218.19
2031	$ 1,319.10	$ 3,100.01	$ -	$ 258.33	$ 544.45	$ 5,221.90
2032	$ 1,393.07	$ 3,020.87	$ -	$ 251.74	$ 555.34	$ 5,221.01
2033	$ 1,467.04	$ 2,937.28	$ -	$ 244.77	$ 566.44	$ 5,215.54
2034	$ 1,553.34	$ 2,849.26	$ -	$ 237.44	$ 577.77	$ 5,217.81
2035	$ 1,639.63	$ 2,756.06	$ -	$ 229.67	$ 589.33	$ 5,214.69
2036	$ 1,738.26	$ 2,657.68	$ -	$ 221.47	$ 601.11	$ 5,218.53
2037	$ 1,836.88	$ 2,553.39	$ -	$ 212.78	$ 613.14	$ 5,216.19
2038	$ 1,947.83	$ 2,443.17	$ -	$ 203.60	$ 625.40	$ 5,220.00
2039	$ 2,058.79	$ 2,326.30	$ -	$ 193.86	$ 637.91	$ 5,216.85
2040	$ 2,182.07	$ 2,202.78	$ -	$ 183.56	$ 650.66	$ 5,219.07
2041	$ 2,305.35	$ 2,071.85	$ -	$ 172.65	$ 663.68	$ 5,213.53
2042	$ 2,440.96	$ 1,933.53	$ -	$ 161.13	$ 676.95	$ 5,212.57
2043	$ 2,588.89	$ 1,787.08	$ -	$ 148.92	$ 690.49	$ 5,215.38
2044	$ 2,749.16	$ 1,631.74	$ -	$ 135.98	$ 704.30	$ 5,221.18
2045	$ 2,909.42	$ 1,466.79	$ -	$ 122.23	$ 718.39	$ 5,216.83
2046	$ 3,082.01	$ 1,292.23	$ -	$ 107.69	$ 732.75	$ 5,214.68
2047	$ 3,266.93	$ 1,107.31	$ -	$ 92.28	$ 747.41	$ 5,213.93
2048	$ 3,464.18	$ 911.29	$ -	$ 75.94	$ 762.36	$ 5,213.77
2049	$ 3,673.76	$ 703.44	$ -	$ 58.62	$ 777.60	$ 5,213.42
2050	$ 3,907.99	$ 483.01	$ -	$ 40.25	$ 793.16	$ 5,224.41
2051	$ 4,142.23	$ 248.53	$ -	$ 20.71	$ 809.02	$ 5,220.49
Total	**$ 56,277.58**	**$ 55,132.02**	**$ (1,538.26)**	**$ 4,466.15**	**$ 16,110.75**	**$ 130,448.23**

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

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ENGINEERING REPORT
FOR
BLUFFVIEW
PUBLIC IMPROVEMENT DISTRICT
CITY OF GEORGETOWN

Prepared for:

Lamy 2243, Ltd.
1717 West 6th Street, Suite 400
Austin, Texas 78703

Prepared by:

LJA Engineering, Inc.
TBPE Firm No. F-1386
7500 Rialto Blvd., Bld. 2, Suite 100
Austin, Texas 78735
TBPE: F-1386
(512) 439-4700

November 2021
Revised
March 2026

03/23/2026

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Development Improvements	4
Landscape Improvements	5
Development Schedule	5

APPENDICES

Appendix A – Site Location Map

Appendix B – Legal Description of Improvement Area #1

Appendix C – Public Improvement District Areas #1 and #2 & Major Improvements Exhibit

Appendix D – Engineer's Opinion of Probable Cost

Appendix E – Overall Park Improvements Exhibit

Appendix F – Overall Water and Wastewater Improvements Exhibit (2 Sheets)

Appendix G – Overall Drainage Improvements Exhibit (2 Sheets)

INTRODUCTION

The Bluffview development is located within the City of Georgetown's City Limits, Williamson County, Texas. The development is bounded on the south by Leander Road (RR 2243), Southwest Bypass on the west, Riverview Estates on the east and undeveloped property to the north. The Public Improvement District (PID) is approximately 68 acres. Attached as **Appendix A**, you will find a site location map.

This report provides documentation of the public infrastructure items proposed to be funded by the PID through issuance of bonds by the City of Georgetown.

DEVELOPMENT COST

In preparing the Engineer's opinion of probable cost (OPC), the development was divided into two areas. Area #1 includes: entry road, single-family lots, and park improvements. Area #2 includes the multi-family lots. The legal description of Improvement Area #1 is included in **Appendix B**. Please see **Appendix C** for Public Improvement District Areas #1 and #2 Exhibit. The improvements associated with the entrance road, park access road and parking are identified on **Appendix C** as Major Improvements Area. It is anticipated that this area will be constructed with the single-family (Area #1). The costs include street, sidewalks, drainage, water, and wastewater to serve Areas 1 and 2 (water quality ponds are shown in the total cost but excluded from the PID Improvements cost). A ten-foot wide shared-use path, five-foot sidewalk along the opposite side of roadway, and eight park benches are included in the entry road cost. Park Access Drive and Trail Improvements, identified in the OPC, includes a five-foot wide concrete sidewalk (from the end of the entry road to trailhead parking), park access road, park entrance parking, and an eight-foot wide concrete trail (Bluffview Trail) and drainage from the trailhead parking to the proposed South Fork San Gabriel trail. The end of the eight-foot wide trail is to end in the vicinity of the northwest boundary of the existing Lyndoch Park. It should also be noted that the eight-foot trail crosses two small tributaries, to cross those tributaries, low water crossings were included in the cost. The low water crossing included drainage pipes and concrete apron to prevent erosion. Bluffview Natural Area improvements includes a five-foot-wide concrete path from the existing River Down Road (located within the Riverview Estates) to a roadway within the proposed Bluffview single-family subdivision. Where this concrete trail ties into the single family, parallel parking for four cars has been included by widening the roadway

by five feet. Also included within the Bluffview Natural Area improvements are a bluff view concrete path which includes three park benches. To keep pedestrians safe, a wrought iron fence has been included in the park improvements. Please see **Appendix D**, for the Engineer's Opinion of Probable Cost.

DEVELOPMENT IMPROVEMENTS

Within the OPC (**Appendix D**) are street, drainage, water, wastewater, permanent restoration and temporary erosion controls. The costs are identified as follows:

Street/Park Improvements:

The street improvements include temporary erosion controls, clearing and grubbing, excavation/embankment, subgrade preparation, flexible base, Hot Mix Asphalt Concrete, curb and gutter, traffic control, concrete sidewalk/path/trail, trail low water crossing, sidewalk ramps, trail parking, Bluffview parking, street marking and signs, saw cut and tie to existing pavement, tree protection, park benches, and permanent restoration. See **Appendix E** Overall Park Improvements Exhibit. The Street/Park Improvements will be owned by Georgetown and maintained by Georgetown.

Water Improvements:

Water improvements include tie to existing 16" water line, trench safety, pressure reducing valve with box, water lines, gate valves, fire hydrants, valve casting adjustments, cast iron fittings, services, irrigation sleeves, air release valves, and automatic flush valve. See **Appendix F** for Overall Water and Wastewater Improvements Exhibit. The Water Improvements will be owned by Georgetown and maintained by Georgetown.

Wastewater Improvements:

Wastewater improvements includes an 18" wastewater line (shown as Wastewater Trunk Line in cost estimates) that will not only serve this project but future development to the west of Southwest Bypass. Other wastewater improvements include, 8" and 10" wastewater lines, trench safety, manholes, extra depth, raise manhole castings, bore with encasement, connect to existing line, and services. See **Appendix F** for Overall Water and Wastewater Improvements Exhibit. The Wastewater Improvements will be owned by Georgetown and maintained by Georgetown.

Drainage Improvements:

The drainage includes storm sewer, trench safety, manholes, junction boxes, curb inlets, grate inlets, berms, berm/swale, channel and headwall. The water quality/detention ponds, which total over a million dollars, are excluded from PID Improvements, per City's request. **Appendix G** for Overall Drainage Improvements Exhibit. The Drainage Improvements will be owned by Georgetown and maintained by Georgetown.

Contingency, Engineering and Surveying, Project Management

Included in the summary are an estimated 14% for soft costs including contingency, engineering, and project management.

LANDSCAPE IMPROVEMENTS

Included within the Area #1 (Entrance Road) we included rock wall, rock columns, entry monument and landscaping (trees/scrubs/sod).

DEVELOPMENT SCHEDULE

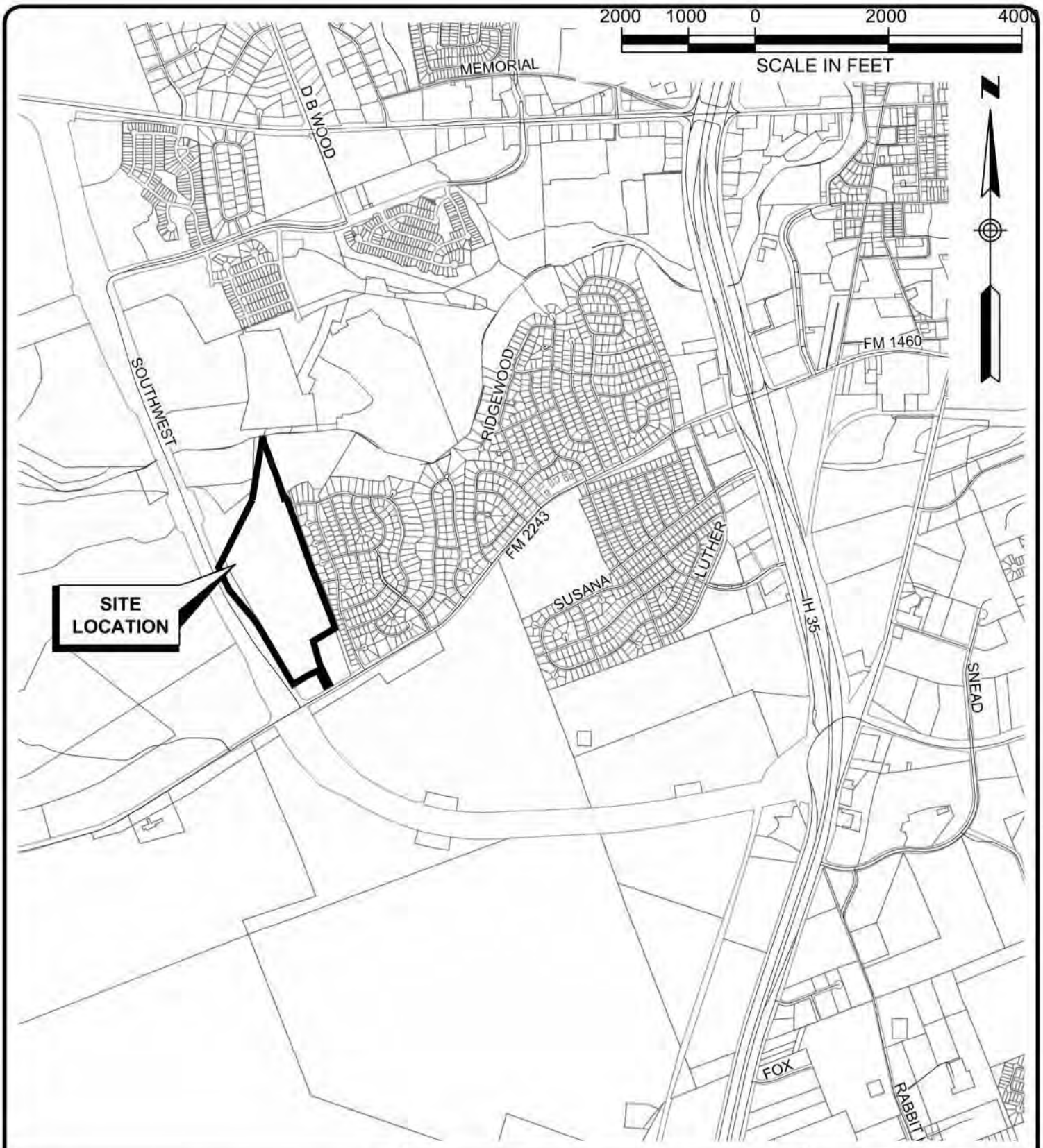
It is assumed that Area #1 will be constructed first. This will include the entry road, single-family, and the park improvements. This would include the wastewater trunk line, park access drive and parking, and the private park improvements.

Construction Stage

Construction plans for Area #1 were approved September 2024, construction started February 2025 and will be completed November 2025. Assuming Area #2 construction plans will be completed in the future.

APPENDIX A

Site Location Map



LJA Engineering, Inc.

7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

BLUFFVIEW

APPENDIX A

LOCATION MAP

LOC-MAP.dwg

1 OF 1

APPENDIX B

Legal Description of Improvement Area #1

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

30.197 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 30.197 ACRES (APPROXIMATELY 1,315,395 SQ. FT.) IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 68.080 ACRE TRACT CONVEYED TO LAMY 2243, LTD IN A SPECIAL WARRANTY DEED EFFECTIVE MARCH 29, 2013 AND RECORDED IN DOCUMENT NO. 2013028282, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A 1.248 ACRE TRACT CONVEYED TO LAMY 2243, LTD., IN A SPECIAL WARRANTY DEED EXECUTED MAY 18, 2023 AND RECORDED IN DOCUMENT NO. 2023048610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 30.197 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the northwest terminus of River Down Road (50' right-of-way width) as shown on Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, being in the northeast line of the said 68.080 acre tract, being also the southwest corner of Lot 8, Block E of said Resubdivision of Riverview Estates;

THENCE South 18°15'27" East, with the southwest termination of River Down Road and the northeast line of the said 68.080 acre tract, a distance of 49.97 feet to a calculated point for the southwest terminus of River Down Road, being the northwest corner of Lot 22, Block F of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 22, the following courses and distances:

1. South 20°23'07" East, a distance of 161.74 feet to a calculated point;
2. South 19°48'07" East, a distance of 150.06 feet to a calculated point;
3. South 20°04'17" East, a distance of 127.72 feet to a calculated point;
4. South 19°01'36" East, a distance of 44.65 feet to a calculated point;
5. South 19°20'25" East, a distance of 149.00 feet to a calculated point;
6. South 20°11'22" East, a distance of 150.99 feet to a calculated point;
7. South 20°23'22" East, a distance of 151.07 feet to a calculated point;
8. South 21°59'08" East, a distance of 123.93 feet to a calculated point;

9. South 21°54'24" East, a distance of 133.88 feet to a calculated point for the northwest terminus of Bent Tree Drive (50' right-of-way width) as shown on said Resubdivision of Riverview Estates, being the southwest corner of said Lot 22;

THENCE South 22°07'34" East, with the southwest termination of Bent Tree Drive and the northeast line of the said 68.080 acre tract, a distance of 50.02 feet to a calculated point for the southwest terminus of Bent Tree Drive, being the northwest corner of Lot 1, Block G of said Resubdivision of Riverview Estates;

THENCE with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 1, the following courses and distances:

1. South 21°48'52" East, a distance of 180.94 feet to a calculated point;
2. South 21°31'44" East, a distance of 229.94 feet to a calculated point;
3. South 21°00'07" East, a distance of 78.31 feet to a calculated point;
4. South 18°30'47" East, a distance of 8.80 feet to a calculated point;
5. South 19°52'38" East, a distance of 85.88 feet to a calculated point;
6. South 18°52'05" East, a distance of 100.07 feet to a calculated point;

THENCE South 59°05'00" West, with a southeast line of the said 68.080 acre tract and crossing a 1048.20 acre tract described in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, and being further described in Volume 522, Page 451 of the Deed Records of Williamson County, Texas, a distance of 359.31 feet to a calculated point for the northeast corner of the said 1.248 acre tract;

THENCE with the northeast line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. South 24°40'44" East, a distance of 29.42 feet to a calculated point;
2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;
3. South 30°28'49" East, a distance of 637.73 feet to a calculated point;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), being the easternmost corner of the said 1.248 acre tract, from which a 1/2" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, bears North 59°32'27" East, a distance of 183.79 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the southeast line of the said 1.248 acre tract, a distance of 130.07 feet to a mag nail with "Early Boundary" washer set for the southeast corner of the said 68.080 acre tract;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243 and the south line of the said 68.080 acre tract, a distance of 9.93 feet to a calculated point for a point of curvature in the southeast line of a 0.774 acre tract described in Document No. 2023048609 of the Official Public Records of Williamson County, Texas;

THENCE crossing the said 68.080 acre tract and with the southeast line of the said 0.774 acre tract, with a curve to the left, having a radius of 25.00 feet, a delta angle of 11°25'22", an arc length of 4.98 feet, and a chord which bears North 53°49'46" East, a distance of 4.98 feet, to a calculated point for the easternmost corner of the said 0.774 acre tract, being the southernmost corner of the said 1.248 acre tract;

THENCE with the southwest line of the said 1.248 acre tract and crossing the said 1048.20 acre tract, the following courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 78°35'54", an arc length of 34.30 feet, and a chord which bears North 08°49'08" East, a distance of 31.67 feet to a calculated point;
2. North 30°28'49" West, a distance of 406.56 feet to a calculated point;

THENCE crossing the said 68.080 acre tract, the following courses and distances:

1. North 30°28'49" West, a distance of 128.35 feet to a calculated point;
2. With a curve to the right, having a radius of 313.50 feet, a delta angle of 13°38'56", an arc length of 74.68 feet, and a chord which bears North 23°39'21" West, a distance of 74.50 feet to a calculated point;
3. North 16°49'53" West, a distance of 93.61 feet to a calculated point;
4. With a curve to the left, having a radius of 500.00 feet, a delta angle of 03°10'53", an arc length of 27.76 feet, and a chord which bears North 18°25'20" West, a distance of 27.76 feet to a calculated point;
5. North 20°00'46" West, a distance of 222.48 feet to a calculated point;
6. With a curve to the left, having a radius of 475.00 feet, a delta angle of 08°03'08", an arc length of 66.76 feet, and a chord which bears North 24°02'20" West, a distance of 66.70 feet to a calculated point;
7. North 28°03'54" West, a distance of 101.49 feet to a calculated point;
8. With a curve to the right, having a radius of 525.00 feet, a delta angle of 06°06'12", an arc length of 55.92 feet, and a chord which bears North 25°00'48" West, a distance of 55.90 feet to a calculated point;
9. North 21°57'42" West, a distance of 151.66 feet to a calculated point;

10. With a curve to the left, having a radius of 420.00 feet, a delta angle of 45°14'21", an arc length of 331.62 feet, and a chord which bears North 44°34'53" West, a distance of 323.07 feet to a calculated point;
11. North 67°12'03" West, a distance of 193.08 feet to a calculated point;
12. With a curve to the left, having a radius of 575.00 feet, a delta angle of 21°33'21", an arc length of 216.33 feet, and a chord which bears North 77°58'44" West, a distance of 215.05 feet to a calculated point;
13. North 88°45'24" West, a distance of 101.18 feet to a calculated point;
14. North 01°14'36" East, a distance of 50.00 feet to a calculated point;
15. South 85°58'43" West, a distance of 12.49 feet to a calculated point;
16. South 87°14'20" West, a distance of 48.02 feet to a calculated point;
17. North 88°45'24" West, a distance of 146.84 feet to a calculated point;
18. With a curve to the right, having a radius of 99.50 feet, a delta angle of 24°30'40", an arc length of 42.57 feet, and a chord which bears North 76°30'05" West, a distance of 42.24 feet to a calculated point, from which a 1/2" rebar with "Diamond Surveying" cap found in the northeast right-of-way line of Southwest Bypass (right-of-way width varies) as described in Document Nos. 2015010273 and 2015109482, both of the Official Public Records of Williamson County, Texas, being in the southwest line of the said 68.080 acre tract, bears South 07°46'21" West, a distance of 203.06 feet;
19. North 31°49'39" East, a distance of 1133.23 feet to a calculated point;
20. South 46°43'30" East, a distance of 34.20 feet to a calculated point;
21. North 31°49'39" East, a distance of 26.84 feet to a calculated point;
22. South 42°52'33" East, a distance of 105.39 feet to a calculated point;
23. South 83°22'43" East, a distance of 31.07 feet to a calculated point;
24. South 84°32'21" East, a distance of 28.71 feet to a calculated point;
25. North 36°37'20" East, a distance of 11.78 feet to a calculated point;
26. North 00°44'32" East, a distance of 64.40 feet to a calculated point;
27. North 05°07'54" West, a distance of 45.63 feet to a calculated point;
28. North 29°42'08" East, a distance of 106.40 feet to a calculated point;
29. North 31°44'05" East, a distance of 51.52 feet to a calculated point in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, from which a 1/2" rebar with "Terra Firma" cap found in the northeast line of the said 68.080 acre tract, being in the southwest line of said Lot 8, bears North 20°59'57" West, a distance of 7.13 feet;

THENCE South 20°59'57" East, with the northeast line of the said 68.080 acre tract and the southwest line of said Lot 8, a distance of 63.16 feet to the **POINT OF BEGINNING**, containing 30.197 acres of land, more or less.

Surveyed on the ground on June 7, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1014-002-PHASE 1 ALTA

8/7/2024

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

All save and except the following described 1.248 acre Tract of Land as described in the Deed to Lamy 2243, LTD recorded in Document Number 2023048610 of the Official Public Records of Williamson County, Texas:

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.248 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.248 ACRES (APPROXIMATELY 54,369 SQ. FT.), IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 1048.20 ACRE TRACT CONVEYED TO A.C. WEIR PROPERTIES, LTD. IN A SPECIAL WARRANTY DEED EFFECTIVE JULY 20, 2005 AND RECORDED IN DOCUMENT NO. 2005090431 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 522, PAGE 451 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.248 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northwest right-of-way line of F.M. 2243 (80' right-of-way width), from which a 3/8" rebar found for an angle point in the northwest right-of-way line of F.M. 2243, being the southernmost corner of Lot 1, Block G, Resubdivision of Riverview Estates, a subdivision of record in Cabinet K, Slide 51 of the Plat Records of Williamson County, Texas, bears North 59°32'27" East, a distance of 183.41 feet, then North 17°28'32" West, a distance of 20.53 feet;

THENCE South 59°32'27" West, with the northwest right-of-way line of F.M. 2243, a distance of 130.45 feet to a mag nail with "Early Boundary" washer set for an eastern corner of a 68.080 acre tract described in Document No. 2013028282 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the northwest right-of-way line of F.M. 2243, being the southernmost corner of the said 68.080 acre tract, bears South 59°32'27" West, a distance of 115.34 feet;

THENCE crossing the said 1048.20 acre tract and with a northeast line of the said 68.080 acre tract, a curve to the right, having a radius of 25.00 feet, a delta angle of 11°02'23", an arc length of 4.82 feet, and a chord which bears South 64°59'40" West, a distance of 4.81 feet to a calculated point, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears with a curve to the right, having a radius of 25.00 feet, a delta angle of 82°51'13", an arc length of 36.15 feet, and a chord which bears North 68°03'32" West, a distance of 33.08 feet;

THENCE crossing the said 1048.20 acre tract, the following two (2) courses and distances:

1. With a curve to the left, having a radius of 25.00 feet, a delta angle of 79°02'52", an arc length of 34.49 feet, and a chord which bears North 09°02'37" East, a distance of 31.82 feet to a calculated point;

2. North 30°28'49" West, a distance of 408.02 feet to a calculated point in the northeast line of the said 68.080 acre tract, from which a 1/2" rebar found in the northeast line of the said 68.080 acre tract, bears South 15°45'44" East, a distance of 29.56 feet;

THENCE with the perimeter of the said 68.080 acre tract and crossing the said 1048.02 tract, the following two (2) courses and distances:

1. North 15°45'44" West, a distance of 297.67 feet to a 1/2" rebar with "Terra Firma" cap found;

2. North 59°05'00" East, a distance of 18.86 feet to a calculated point;

THENCE crossing the said 1048.20 acre tract, the following four (4) courses and distances:

1. South 24°40'44" East, a distance of 29.82 feet to a calculated point;

2. With a curve to the left, having a radius of 288.00 feet, a delta angle of 05°48'05", an arc length of 29.16 feet, and a chord which bears South 27°34'47" East, a distance of 29.15 feet to a calculated point;

3. South 30°28'49" East, a distance of 637.34 feet to a calculated point;

4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 89°58'44", an arc length of 39.26 feet, and a chord which bears South 75°28'11" East, a distance of 35.35 feet to the **POINT OF BEGINNING**, containing 1.248 acres of land, more or less.

Surveyed on the ground on April 28, 2022.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

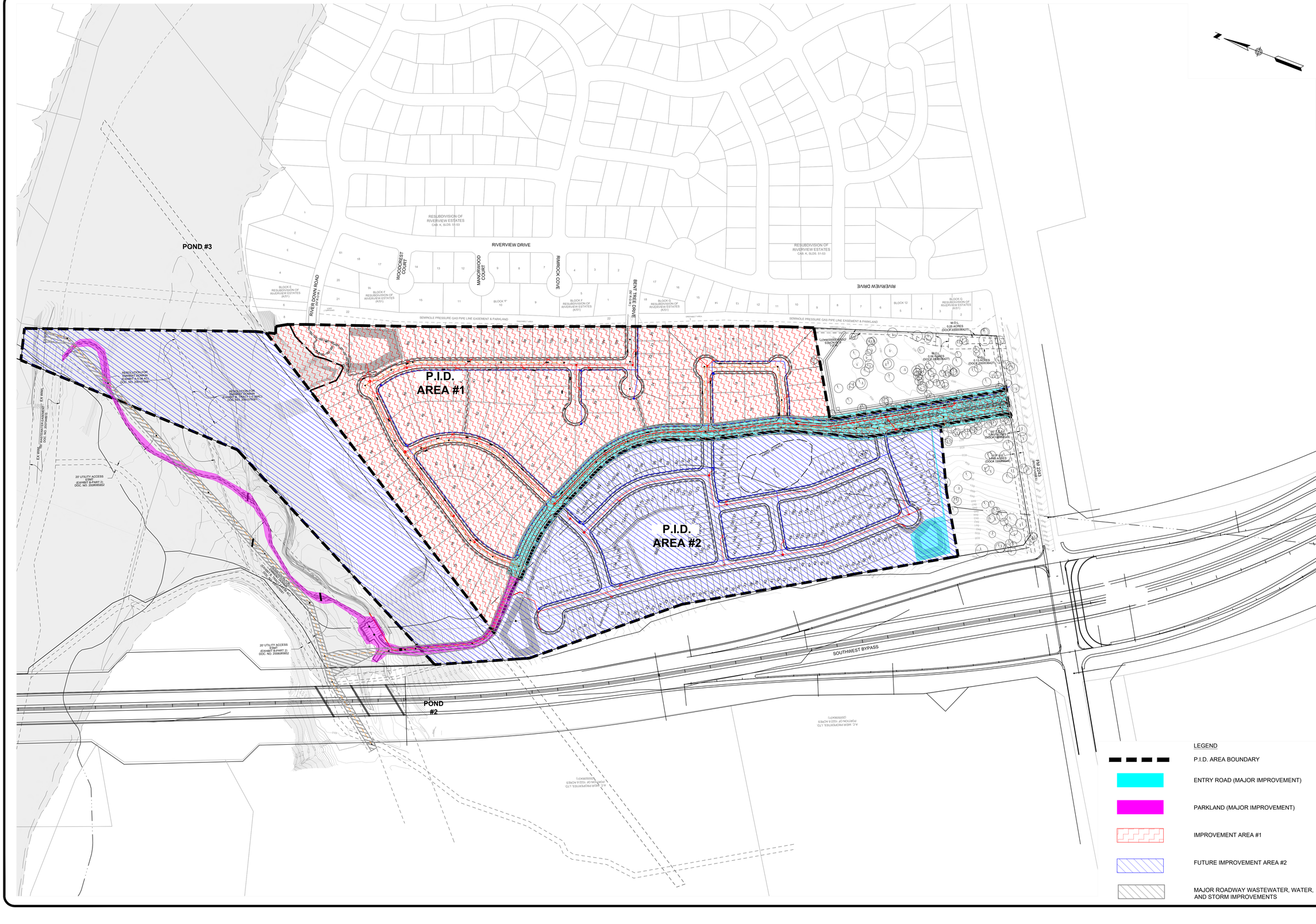
Attachments: Survey Drawing No. 1014-002-WEIR 2 LAMY

7/20/22

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

APPENDIX C

Public Improvement District Areas #1 and #2 and Major Improvement Areas Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: PID MAJOR IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CRUSE, P.E. #87986 ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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BLUFFVIEW
WILLIAMSON COUNTY, TX.

APPENDIX C
OVERALL IMPROVEMENTS EXHIBIT

POND #3

RESUBDIVISION OF RIVERVIEW ESTATES CAB. K, SLDS. 51-53

RIVERVIEW DRIVE

WOODCREST COURT

MANORWOOD COURT

RIMROCK COVE

BENT TREE DRIVE (67' R.O.W.)

RIVER DOWN ROAD (60' R.O.W.)

RIVERVIEW DRIVE

BLOCK K RESUBDIVISION OF RIVERVIEW ESTATES (KV51)

BLOCK F RESUBDIVISION OF RIVERVIEW ESTATES (KV51)

BLOCK 'F'

BLOCK G RESUBDIVISION OF RIVERVIEW ESTATES (KV51)

BLOCK 'G'

SEMINOLE PRESSURE GAS PIPE LINE EASEMENT & PARKLAND

M.D.L. 0.05 ACRES (DOC# 2020078477)

M.D.L. 0.13 ACRES (DOC# 2020078477)

M.D.L. 0.05 ACRES (DOC# 2020078477)

97' E.L.E.C. EASEMENT (DOC# 9808534)

0.054 ACRES (DOC# 2009096446)

FM 2243 (RANCH ROAD)

P.I.D. AREA #1

P.I.D. AREA #2

RESOLUTION FOR TEMPORARY SIGNAL (DOC NO. 2018107848)

RESOLUTION FOR PERMANENT SIGNAL (DOC NO. 2018107849)

EX WWL

EX WWL

20' UTILITY ACCESS EASEMENT (DOC NO. 2020078477)

20' UTILITY ACCESS EASEMENT (EXHIBIT B-PART 2) DOC. NO. 2006085850

20' UTILITY ACCESS EASEMENT (EXHIBIT B-PART 2) DOC. NO. 2006085850

20' UTILITY ACCESS EASEMENT (EXHIBIT B-PART 2) DOC. NO. 2006085850

SOUTHWEST BYPASS

POND #2

A.C. WEIR PROPERTIES, LTD. PORTION OF 102.6 ACRES (2000090431)

A.C. WEIR PROPERTIES, LTD. PORTION OF 102.6 ACRES (2000090431)

LEGEND

- P.I.D. AREA BOUNDARY
- ENTRY ROAD (MAJOR IMPROVEMENT)
- PARKLAND (MAJOR IMPROVEMENT)
- IMPROVEMENT AREA #1
- FUTURE IMPROVEMENT AREA #2
- MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING SHEET: P:\...\PID\...\Exhibits\Exhibit 1-28-2026.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CRUSE, P.E. #86886 ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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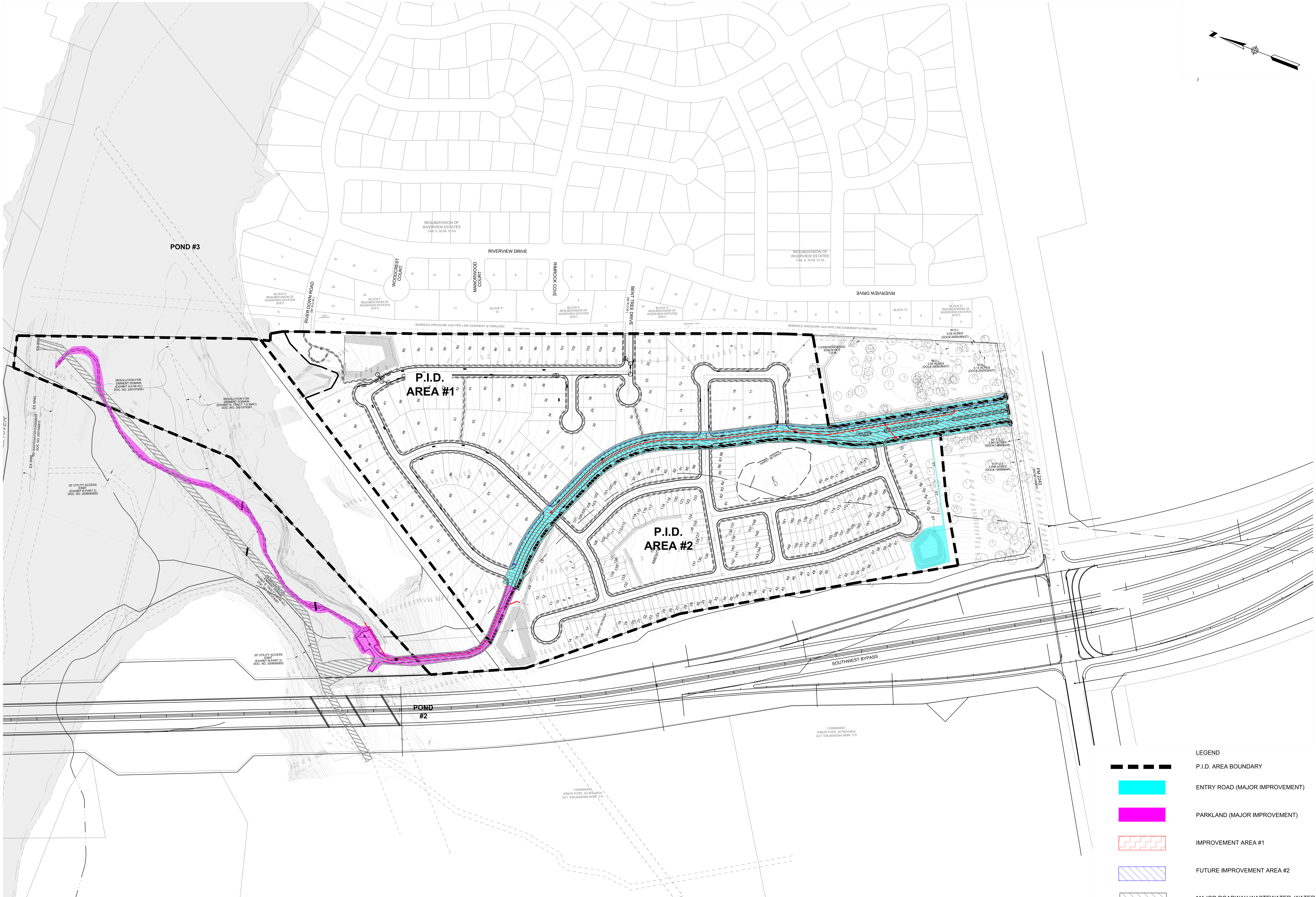

BLUFFVIEW
WILLIAMSON COUNTY, TX.

APPENDIX C-1
OVERALL MAJOR IMPROVEMENTS EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: PID MAJOR IMPROVEMENT AREA Exhibit.dwg

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FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1

OF 1 SHEETS

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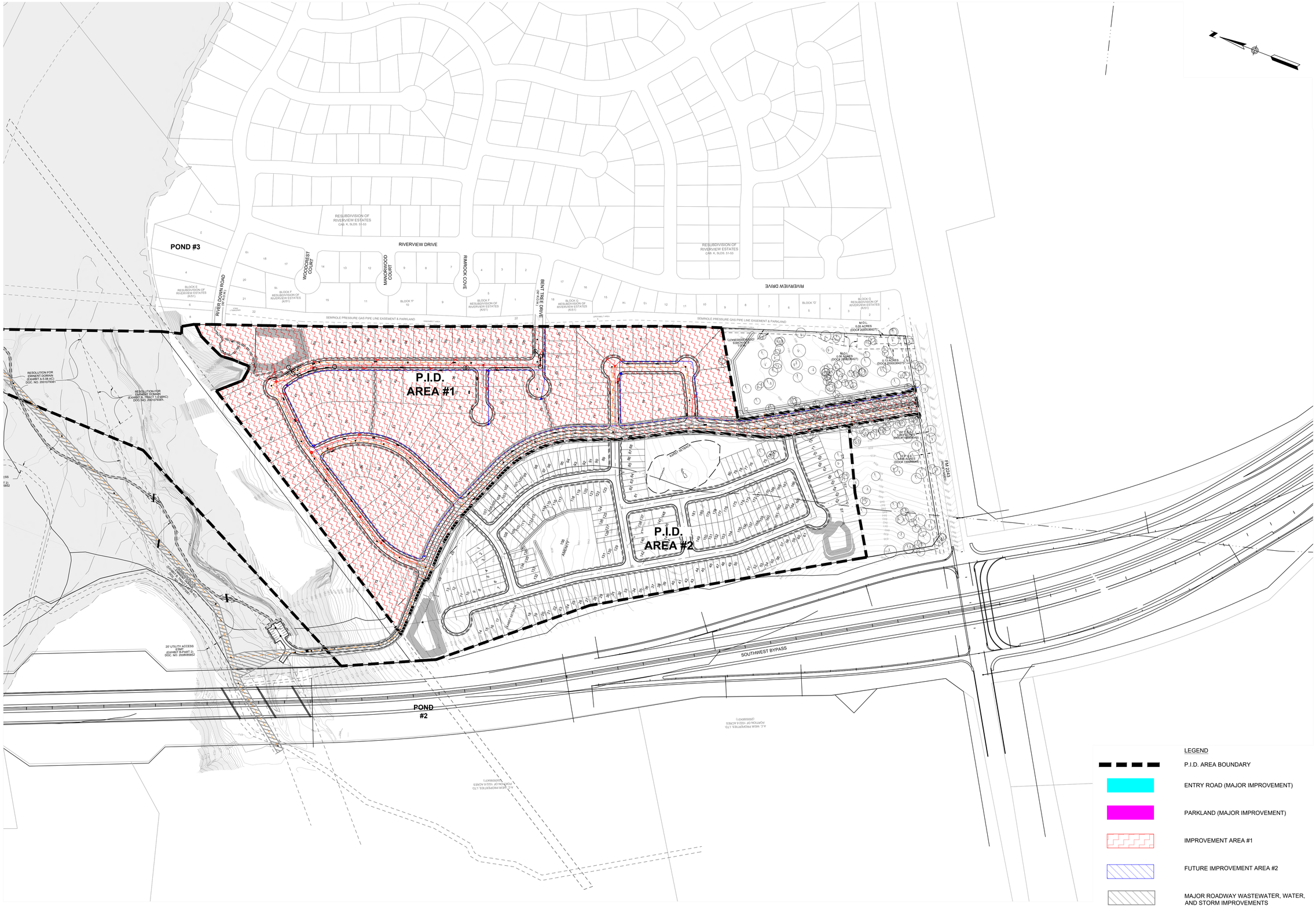

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX C-2
OVERALL IMPROVEMENT AREA #1 EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: P:\BLUFFVIEW\CAD\Exhibits\IMPROVEMENT AREA\IMPROVEMENT AREA Exhibit 1-28-2026.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CRUSE, P.E. #87317 ON 11/2/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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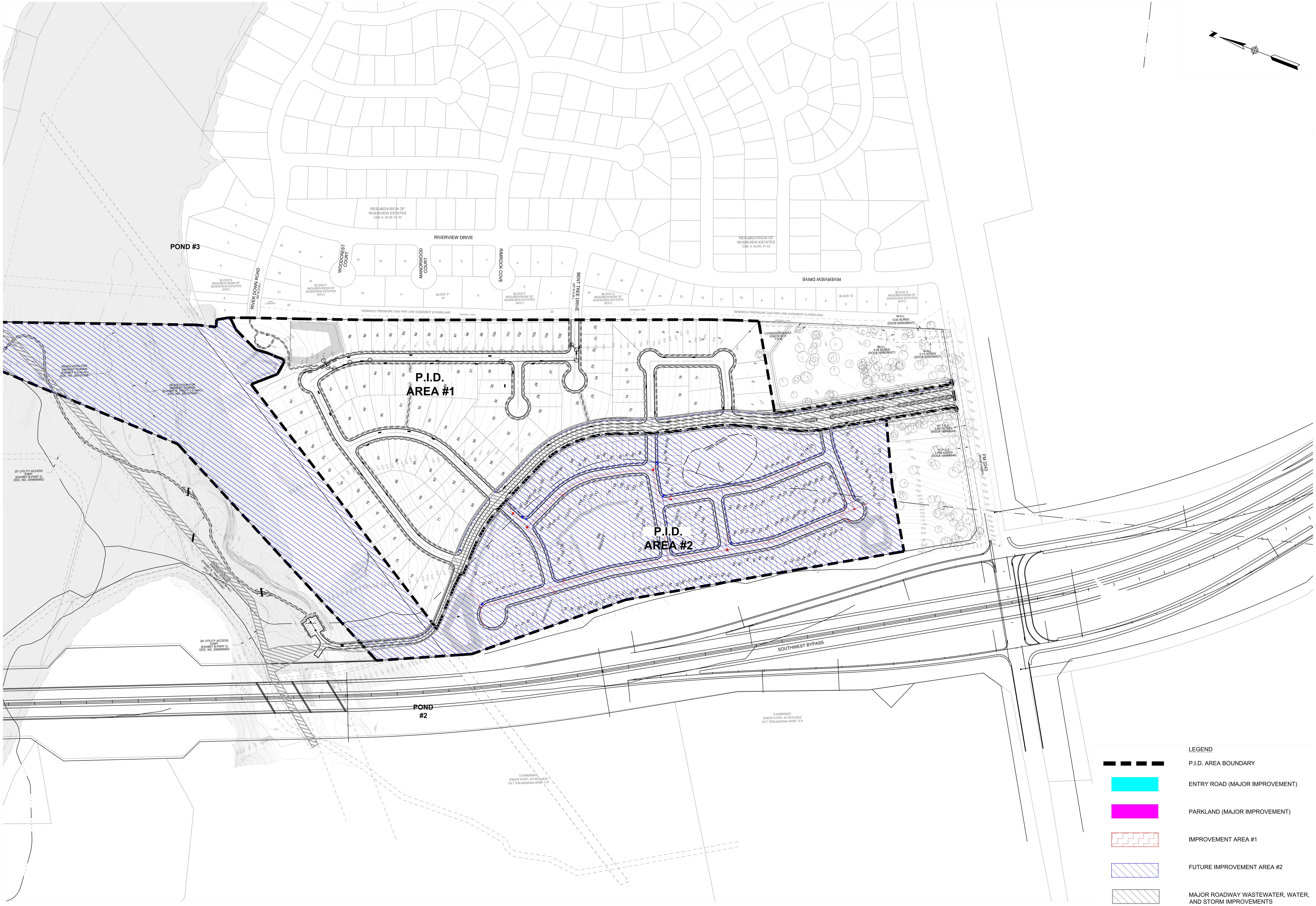

LEGEND

P.I.D. AREA BOUNDARY

ENTRY ROAD (MAJOR IMPROVEMENT)

PARKLAND (MAJOR IMPROVEMENT)

IMPROVEMENT AREA #1

FUTURE IMPROVEMENT AREA #2

MAJOR ROADWAY WASTEWATER, WATER, AND STORM IMPROVEMENTS

BLUFFVIEW
WILLIAMSON COUNTY, TX.

APPENDIX C-3
OVERALL FUTURE IMPROVEMENT AREA #2 EXHIBIT

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: PID MAJOR IMPROVEMENT AREA Exhibit 1-28-2026.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1

OF 1 SHEETS

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BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX AC-4
IMPROVEMENT AREA #1 LOT SIZE EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: P:\4\6\9418 BluffView\DWG\DEVENG\Updated Engineering Report\VP1B MAJOR IMPROVEMENT AREA Exhibit.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES A. CRAIG, P.E. #120934 ON 11/2/2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

FID MAJOR IMPROVEMENT AREA Exhibit.dwg

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 1 SHEETS

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APPENDIX D

Engineer's Opinion of Probable Cost

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T. W. Hoysa, PE

Engineering & Surveying, Inc.

Summary of Engineer's Estimate of Preliminary Cost

		IA #1	Major Improvements	IA#2	Total
Street Improvements		$1,770,638.65	$1,550,293.94	$1,067,471.50	$4,388,404.09
Drainage Improvements		$819,867.00	$2,024,280.00	$1,105,484.00	$3,949,631.00
Water Improvements		$472,695.00	$427,516.00	$666,496.00	$1,566,707.00
Wastewater Improvements		$665,385.00	$886,300.50	$566,967.00	$2,118,652.50
Landscaping		$ -	$1,160,216.00	$235,000.00	$1,395,216.00
Subtotal		$3,728,585.65	$6,048,606.44	$3,641,418.50	$13,418,610.59
Soft Costs at 14% Subtotal		$522,001.99	$846,804.90	$509,798.59	$1,878,605.48
Grand Total		$4,250,587.64	$6,895,411.34	$4,151,217.09	$15,297,216.07

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T.W. Hoysa, PE

Engineering & Surveying, Inc.

Engineer's Estimate of Preliminary Cost

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Wastewater Trunk Line (Major Improvements)		Multi-Family (IA #2)	
STREET IMPROVEMENTS		Unit	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Quantity	Cost
P-1	Clearing and grubbing of right-of-way	AC.	12.24	$41,004.00	2810	$3,624.90	1.99	$6,264.94	3.69	$11,715.75	0	$0.00	4.9	$24,500.00
P-2	Excavation/Embanckment	S.Y.	43438	$994,517.00	582	$5,162.00	26101	$353,266.75	10462	$72,238.00	0	$0.00	23527	$282,324.00
P-3	Subgrade Preparation	S.Y.	15425	$38,562.00	0	$0.00	2476	$6,190.00	10521	$26,302.50	0	$0.00	17175	$17,175.00
P-4	8" Compacted Flexible Base Material	S.Y.	0	$0.00	0	$0.00	2476	$21,046.00	0	$0.00	0	$0.00	0	$0.00
P-5	10" Compacted Flexible Base Material	S.Y.	15425	$138,825.00	0	$0.00	0	$0.00	10521	$110,470.50	0	$0.00	17175	$274,800.00
P-6	2" Hot Mix Asphaltic Concrete	S.Y.	12893	$199,842.00	0	$0.00	1875	$29,062.50	8288	$128,464.00	0	$0.00	14141	$176,762.50
P-7	Curb and Gutter	L.F.	7570	$161,720.00	0	$0.00	1703	$34,060.00	5556	$102,786.00	0	$0.00	8055	$136,935.00
P-8	Traffic Control	LS	0	$0.00	0	$0.00	1	$5,185.00	1	$13,455.00	0	$0.00	0.4	$6,000.00
P-9	Sidewalk (including 10' Shared Use Path, 8' Trail and 5' Path)	S.F.	1945	$79,105.00	890	$32,734.00	1772	$83,284.00	3511	$167,105.00	0	$0.00	5610	$39,270.00
P-10	Sidewalk Ramps	EA.	8	$11,600.00	0	$0.00	0	$0.00	16	$25,600.00	0	$0.00	16	$24,000.00
P-11	Trail Low Water Crossing	L.S.	0	$0.00	0	$0.00	1	$11,306.00	0	$0.00	0	$0.00	0	$0.00
P-12	Street marking and signs	L.S.	1	$1,055.00	0	$0.00	1	$7,250.00	0	$0.00	0	$0.00	1	$5,000.00
P-13	Sawcut and Tie into Existing Pavement	EA.	0	$0.00	0	$0.00	0	$0.00	1	$790.00	0	$0.00	3	$3,000.00
P-14	Tree Protection	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3000	$9,000.00
P-15	Process Topsoil (Seeding in Landscaping)	L.F.	0	$0.00	0	$0.00	1434	$1,434.00	8209	$8,209.00	0	$0.00	0	$0.00
P-16	Revegetation (Slopes Outside ROW)		0	$0.00	678	$1,186.50	5900	$10,325.00	0	$0.00	0	$0.00	0	$0.00
P-17	Mosaic Rock Retaining Wall	L.S.	0	$0.00	0	$0.00	1	$155,134.00	0	$0.00	0	$0.00	0	$0.00
P-18	Pipe Gate	E.A.	0	$0.00	0	$0.00	1	$2,750.00	0	$0.00	0	$0.00	0	$0.00
P-19	Curb Stops	E.A.	0	$0.00	0	$0.00	13	$1,950.00	0	$0.00	0	$0.00	0	$0.00
P-20	Reinforced Matting	S.Y.	0	$0.00	0	$0.00	3500	$17,500.00	0	$0.00	1000	$5,000.00	0	$0.00
P-21	Hydro-Mulch Seeding - ROW and Lots	S.Y.	17900	$31,325.00	500	$875.00	13300	$23,275.00	10500	$18,375.00	16280	$28,490.00	18250	$31,937.50
P-22	Stabilized Construction Entrance	EA.	0	$0.00	0	$0.00	0	$0.00	2	$5,630.00	0	$0.00	3	$8,445.00
P-23	Silt Fence	L.F.	3930	$12,772.50	355	$1,153.75	2940	$9,555.00	2400	$7,800.00	2100	$6,825.00	4030	$13,097.50
P-24	Rock Berm	L.F.	350	$12,250.00	0	$0.00	290	$10,150.00	240	$8,400.00	350	$12,250.00	350	$12,250.00
P-25	Curb Inlet Protection	EA.	19	$3,325.00	0	$0.00	0	$0.00	8	$1,400.00	0	$0.00	17	$2,975.00
			Subtotal	**$1,725,902.50**	**Subtotal**	**$44,736.15**	**Subtotal**	**$788,988.19**	**Subtotal**	**$708,740.75**	**Subtotal**	**$52,565.00**	**Subtotal**	**$1,067,471.50**

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Multi-Family (IA #2)	
DRAINAGE IMPROVEMENTS		Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
D-1	18" Class III reinforced concrete pipe	L.F.	352	$24,640.00	0	$0.00	0	$0.00	1210	$84,700.00	1238	$86,660.00
D-2	24" Class III reinforced concrete pipe	L.F.	823	$73,247.00	0	$0.00	275	$24,475.00	874	$77,786.00	401	$35,689.00
D-3	30" Class III reinforced concrete pipe	L.F.	1205	$148,215.00	0	$0.00	0	$0.00	1390	$170,970.00	723	$88,929.00
D-4	36" Class III reinforced concrete pipe	L.F.	155	$28,985.00	0	$0.00	0	$0.00	2270	$424,490.00	1912	$357,544.00
D-5	42" Class III reinforced concrete pipe	L.F.	0	$0.00	0	$0.00	0	$0.00	618	$155,736.00	86	$21,672.00
D-6	48" Class III reinforced concrete pipe	L.F.	665	$202,160.00	0	$0.00	0	$0.00	482	$146,528.00	807	$245,328.00
D-7	54" Class III reinforced concrete pipe	L.F.	308	$130,592.00	0	$0.00	0	$0.00	587	$248,888.00	54	$22,896.00
D-8	60" Class III reinforced concrete pipe	L.F.	70	$38,500.00	0	$0.00	0	$0.00	123	$48,585.00	0	$0.00
D-9	5' Manhole	EA.	4	$19,880.00	0	$0.00	0	$0.00	4	$16,760.00	0	$0.00
D-10	6' Manhole	EA.	1	$6,930.00	0	$0.00	0	$0.00	2	$9,940.00	0	$0.00
D-11	5'x5' Junction Box	E.A.	0	$0.00	0	$0.00	0	$0.00	2	$9,940.00	0	$0.00
D-12	6'x6' Junction Box	E.A.	0	$0.00	0	$0.00	0	$0.00	10	$63,450.00	0	$0.00
D-13	7'x7' Junction Box	EA.	1	$11,575.00	0	$0.00	0	$0.00	11	$127,325.00	4	$46,300.00
D-14	8'x8' Junction Box	EA.	1	$14,070.00	0	$0.00	0	$0.00	1	$14,070.00	0	$0.00
D-15	10' Type I curb inlet	EA.	19	$106,495.00	0	$0.00	0	$0.00	0	$0.00	17	$95,285.00
D-16	10' Type I curb inlet	E.A.	0	$0.00	0	$0.00	0	$0.00	41	$229,805.00	0	$0.00
D-17	15' Type I curb inlet	EA.	1	$11,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
D-18	4'x4' Area Inlet	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$4,755.00	0	$0.00
D-19	4'x4' Grate Inlet	E.A.	0	$0.00	0	$0.00	2	$9,450.00	0	$0.00	0	$0.00
D-20	Grate Type 1 Inlet	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$55,000.00
D-21	Berm	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
D-22	24" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$2,555.00	0	$0.00
D-23	Dual 24" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	5	$18,875.00	0	$0.00
D-24	36" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	2	$7,950.00	0	$0.00
D-25	48" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$6,500.00	1	$15,000.00
D-26	54" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$6,765.00	0	$0.00
D-27	60" Headwall	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$8,615.00	0	$0.00
D-28	Channel	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
D-29	Rock Riprap	SY	0	$0.00	0	$0.00	0	$0.00	148	$5,476.00	0	$0.00
D-30	Berm/Swale	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	856	$29,960.00
D-31	Trench safety system	L.F.	3578	$3,578.00	0	$0.00	0	$0.00	7829	$7,829.00	5221	$5,221.00
D-32	Mosaic Rock Walls w/ water Stop Core and Fall Protection Fencing	E.A.			1	$238,483.00			0	$0.00		
D-33	Water Quality Pond #1	EA.	0	$0.00	0	$0.00	0	$0.00	0	$209,986.48	0	$0.00
D-34	Water Quality Pond #2	EA.	0	$0.00	0	$0.00	0	$0.00	1	$138,115.00	1	$138,115.00
D-35	Water Quality Pond #3	EA.	1	$600,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
			Subtotal	**$1,419,867.00**	**Subtotal**	**$238,483.00**	**Subtotal**	**$33,925.00**	**Subtotal**	**$2,246,394.48**	**Subtotal**	**$1,243,599.00**
			PID Subtotal	**$819,867.00**	**PID Subtotal**	**$238,483.00**	**PID Subtotal**	**$33,925.00**	**PID Subtotal**	**$1,751,872.00**	**PID Subtotal**	**$1,105,484.00**

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T.W. Hoysa, PE

Engineering & Surveying, Inc.

Engineer's Estimate of Preliminary Cost

			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Multi-Family (IA #2)	
WATER IMPROVEMENTS		Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
W-1	12" C900 PVC	L.F.	0	$0.00	0	$0.00	0	$0.00	2166	$192,774.00	0	$0.00
W-2	8" C900 PVC	L.F.	3810	$205,740.00	0	$0.00	0	$0.00	642	$35,310.00	4156	$224,424.00
W-3	6" Class 350 DIP	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	55	$2,200.00
W-4	12" Gate Valve	EA.	0	$0.00	0	$0.00	0	$0.00	7	$30,100.00	0	$0.00
W-5	8" Gate Valve	EA.	12	$31,020.00	0	$0.00	0	$0.00	4	$10,340.00	19	$49,115.00
W-6	6" Gate valve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	11	$22,000.00
W-7	Trench safety system	L.F.	3810	$3,810.00	0	$0.00	0	$0.00	2808	$2,808.00	4211	$4,211.00
W-8	Surveying	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4211	$4,211.00
W-9	5 1/4" Fire Hydrant	EA.	9	$61,380.00	0	$0.00	0	$0.00	8	$59,120.00	11	$38,500.00
W-10	Raise valve castings	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	30	$7,500.00
W-11	Cast Iron Fittings	TON	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3	$24,000.00
W-12	Connect to Existing W. L.	EA.	0	$0.00	0	$0.00	0	$0.00	1	$16,095.00	3	$7,500.00
W-13	Double Water Service	EA.	44	$126,500.00	0	$0.00	0	$0.00	0	$0.00	81	$232,875.00
W-14	Single Water Service	EA.	17	$35,530.00	0	$0.00	0	$0.00	1	$2,055.00	19	$39,710.00
W-15	Irrigation Service Service	EA.	3	$8,715.00	0	$0.00	0	$0.00	1	$2,075.00	2	$5,000.00
W-16	Irrigation Sleeves	L.F.	0	$0.00	0	$0.00	0	$0.00	1214	$22,459.00	150	$5,250.00
W-17	Automatic Flush Valve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
W-18	16"x12" Tapping Sleeve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
W-19	PRV with Vault	L.S.	0	$0.00	0	$0.00	0	$0.00	1	$65,325.00	0	$0.00
W-20	2" Comb. Air Release/Vacuum Valve	EA.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
			Subtotal	**$472,695.00**	**Subtotal**	**$0.00**	**Subtotal**	**$0.00**	**Subtotal**	**$438,461.00**	**Subtotal**	**$666,496.00**
			PID Subtotal	**$472,695.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$427,516.00**	**PID Subtotal**	**$666,496.00**

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			Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Wastewater Trunk Line (Major Improvements)		Multi-Family (IA #2)	
	WASTEWATER IMPROVEMENTS	Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
WW-1	18" PVC WW Trunk Line (All Depths)	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$270,690.00	0	$0.00
WW-2	12" PVC SDR 26, ASTM D- 3034, WW Line (Deep Line)	L.F.	0	$0.00	0	$0.00	0	$0.00	828	$122,061.00	0	$0.00	0	$0.00
WW-3	12" PVC SDR 26, ASTM D- 3034, WW Line (Normal Depths)	L.F.	0	$0.00	0	$0.00	0	$0.00	120	$9,000.00	0	$0.00	0	$0.00
WW-4	8" PVC SDR 26, ASTM D- 3034, WW Line (Normal Depths)	L.F.	2132	$148,112.00	0	$0.00	0	$0.00	979	$61,445.00	0	$0.00	2845	$196,305.00
WW-5	8" PVC SDR 26, ASTM D- 3034, WW Line (Deep Line)	L.F.	1428	$146,193.00	0	$0.00	0	$0.00	927	$97,706.00	0	$0.00	1200	$210,000.00
	4' Drop Manhole		1	$6,685.00		$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-6	4' Diameter manhole 0-8' deep with standard cover	EA.	24	$132,840.00	0	$0.00	0	$0.00	11	$60,665.00	0	$0.00	22	$121,330.00
WW-7	5' Diameter manhole with Standard Cover	E.A.	0	$0.00	0	$0.00	0	$0.00	2	$17,160.00	5	$45,225.00	0	$0.00
WW-8	5' Diameter Drop Manhole	E.A.	0	$0.00	0	$0.00	0	$0.00	5	$52,250.00		$0.00	0	$0.00
WW-9	5' Diameter Manhole with Vent	E.A.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	3	$36,150.00	0	$0.00
WW-10	5' Diameter manhole 0-8' deep with standard cover	EA.	0	$0.00	0	$0.00	0	$0.00	1	$8,700.00	1	$12,100.00	0	$0.00
WW-11	Extra vertical manhole length	V.F.	86	$41,280.00	0	$0.00	0	$0.00	116	$55,680.00	29	$13,920.00	44	$21,120.00
WW-12	Raise manhole castings	EA.	0	$0.00	0	$0.00	0	$0.00	2854	$6,421.50	0	$0.00	22	$9,900.00
WW-13	Trench safety system	L.F.	3560	$8,010.00	0	$0.00	0	$0.00	0	$0.00	2092	$4,707.00	2845	$4,267.00
WW-14	Surveying	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4045	$4,045.00
WW-15	Double Service - gravity	EA.	47	$154,160.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-16	Single Service - gravity	EA.	11	$28,105.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-17	Bore with Encasement	L.F.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
WW-18	8" Plug with 6" Clean Out	E.A.	0	$0.00	0	$0.00	0	$0.00	1	$3,475.00	0	$0.00	0	$0.00
WW-19	Connect to Existing WWL	E.A.	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$14,500.00	0	$0.00
			Subtotal	**$665,385.00**	**Subtotal**	**$0.00**	**Subtotal**	**$0.00**	**Subtotal**	**$494,563.50**	**Subtotal**	**$397,292.00**	**Subtotal**	**$566,967.00**
			PID Subtotal	**$665,385.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$0.00**	**PID Subtotal**	**$489,008.50**	**PID Subtotal**	**$397,292.00**	**PID Subtotal**	**$566,967.00**

Project: Bluffview
Client: Riverside Resources
Date: 3/20/2026
By: T.W. Hoysa, PE

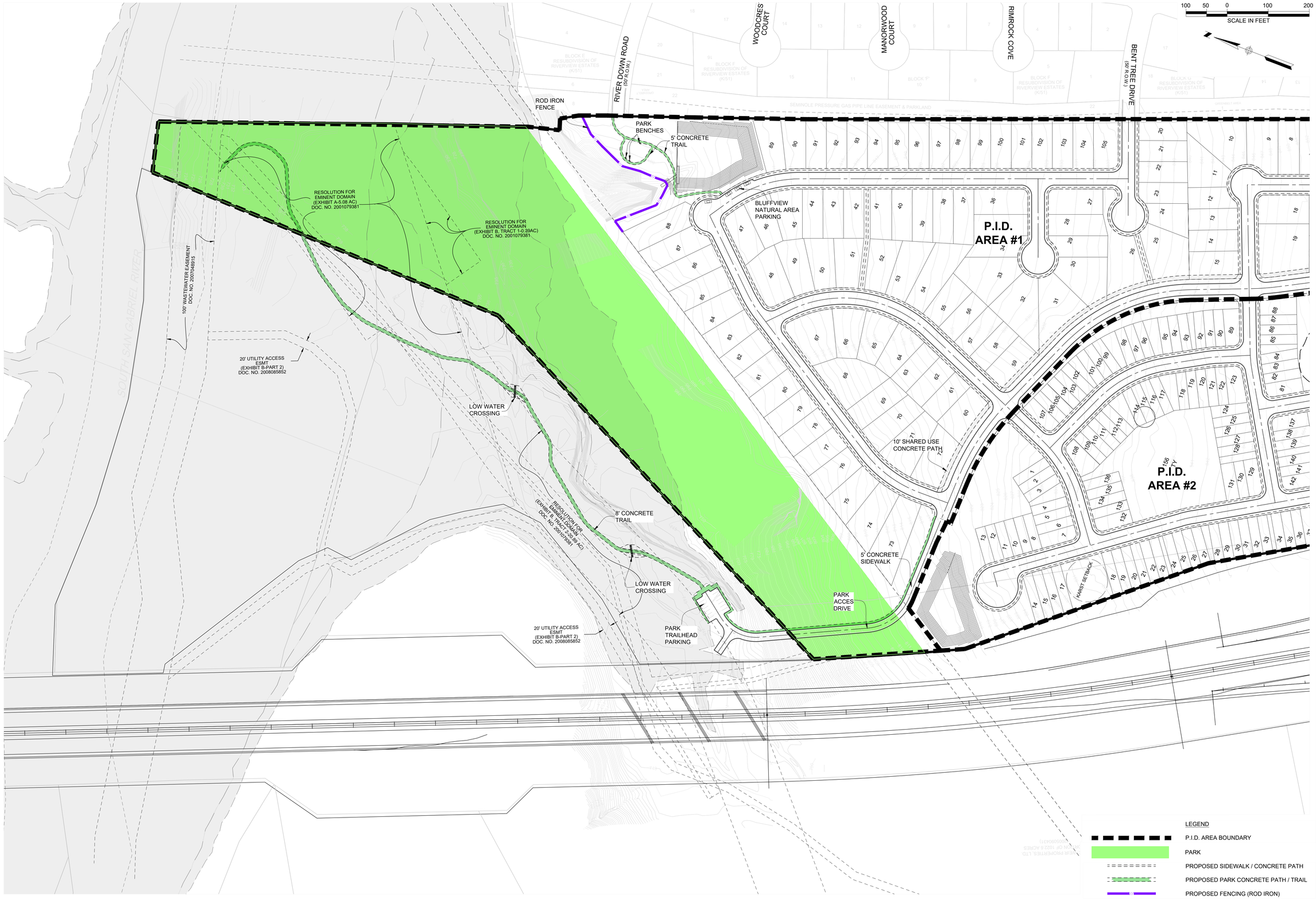
Engineering & Surveying, Inc.

Engineer's Estimate of Preliminary Cost

				Single Family (IA #1)		Blufffview Natural Area Improvements (Major Improvements)		Park Access Drive and Trail (Major Improvements)		Entrance Road (Major Improvements)		Wastewater Trunk Line (Major Improvements)		Multi-Family (IA #2)	
Landscaping		Unit	Cost/Unit	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
L1	Rock Wall (Entrance)	LS	$365,395.00	0	$0.00	0	$0.00	0	$0.00	1	$365,395.00	0	$0.00	0	$0.00
L2	Rock Columns (Entrance)	LS	$47,200.00	0	$0.00	0	$0.00	0	$0.00	1	$47,200.00	0	$0.00	0	$0.00
L3	Entry Monument	LS	$53,660.00	0	$0.00	0	$0.00	0	$0.00	1	$53,660.00	0	$0.00	0	$0.00
L4	Landscaping (Entrance)	LS	$450,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
L5	Landscaping (Park Access)	LS	$30,000.00	0	$0.00	1	$30,000.00	0	$487,665.00	0	$0.00	0	$0.00	0	$0.00
L6	Rock Wall (Southwest Bypass)	LS	$235,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1	$235,000.00
L7	Trail Signage	LS	$35,650.00	0	$0.00	0	$0.00	1	$35,650.00	0	$0.00	0	$0.00	0	$0.00
L8	Mail Center	LS	$53,680.00	1	$53,680.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
L9	Miscallaneous Park Improvements	LS	$87,906.00	0	$0.00	0	$0.00	1	$87,906.00	0	$0.00	0	$0.00	0	$0.00
L10	1 Year Park Maintenance	LS	$70,000.00	0	$0.00	0	$0.00	1	$52,740.00	0	$0.00	0	$0.00	0	$0.00
				Subtotal	**$53,680.00**	**Subtotal**	**$30,000.00**	**Subtotal**	**$663,961.00**	**Subtotal**	**$466,255.00**	**Subtotal**	**$0.00**	**Subtotal**	**$235,000.00**
				PID Subtotal	$ -	**PID Subtotal**	**$30,000.00**	**PID Subtotal**	**$663,961.00**	**PID Subtotal**	$466,255.00	**PID Subtotal**	$ -	**PID Subtotal**	**$235,000.00**
				Grand Total	**$4,337,529.50**	**Grand Total**	**$313,219.15**	**Grand Total**	**$1,486,874.19**	**Grand Total**	**$4,354,414.73**	**Grand Total**	**$449,857.00**	**Grand Total**	**$3,779,533.50**
				PID Grand Total	**$3,683,849.50**	**PID Grand Total**	**$313,219.15**	**PID Grand Total**	**$1,486,874.19**	**PID Grand Total**	**$3,843,392.25**	**PID Grand Total**	**$397,292.00**	**PID Grand Total**	**$3,641,418.50**

APPENDIX E

Overall Park Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX E
OVERALL PARK IMPROVEMENTS EXHIBIT

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW.dwg

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 11/23/21. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

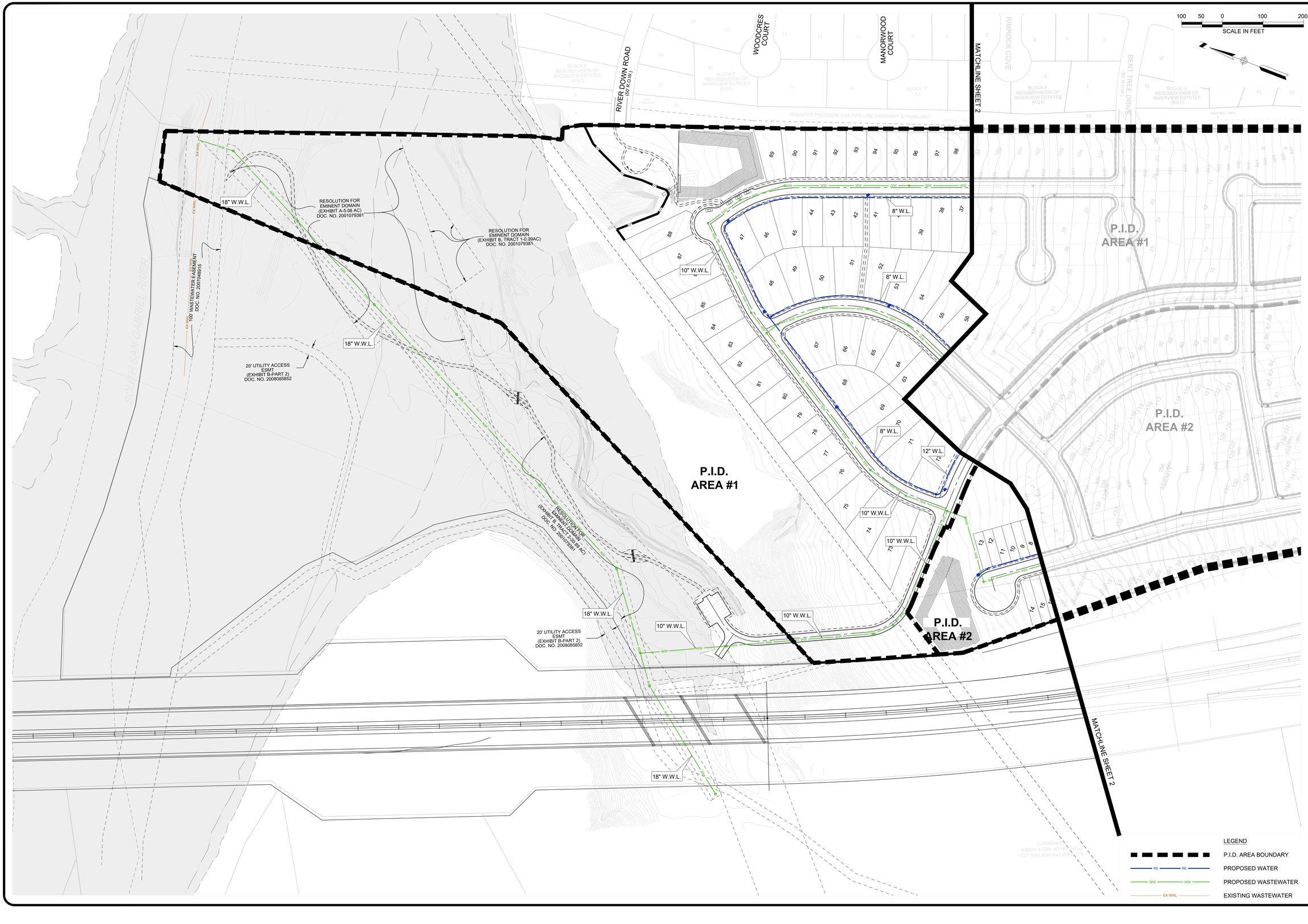
SHEET NO. 1 OF 1 SHEETS

APPENDIX F

Water and Wastewater Improvements Exhibit

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX F
WATER & WASTEWATER IMPROVEMENTS EXHIBIT

100 50 0 100 200
SCALE IN FEET



REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW.dwg

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LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

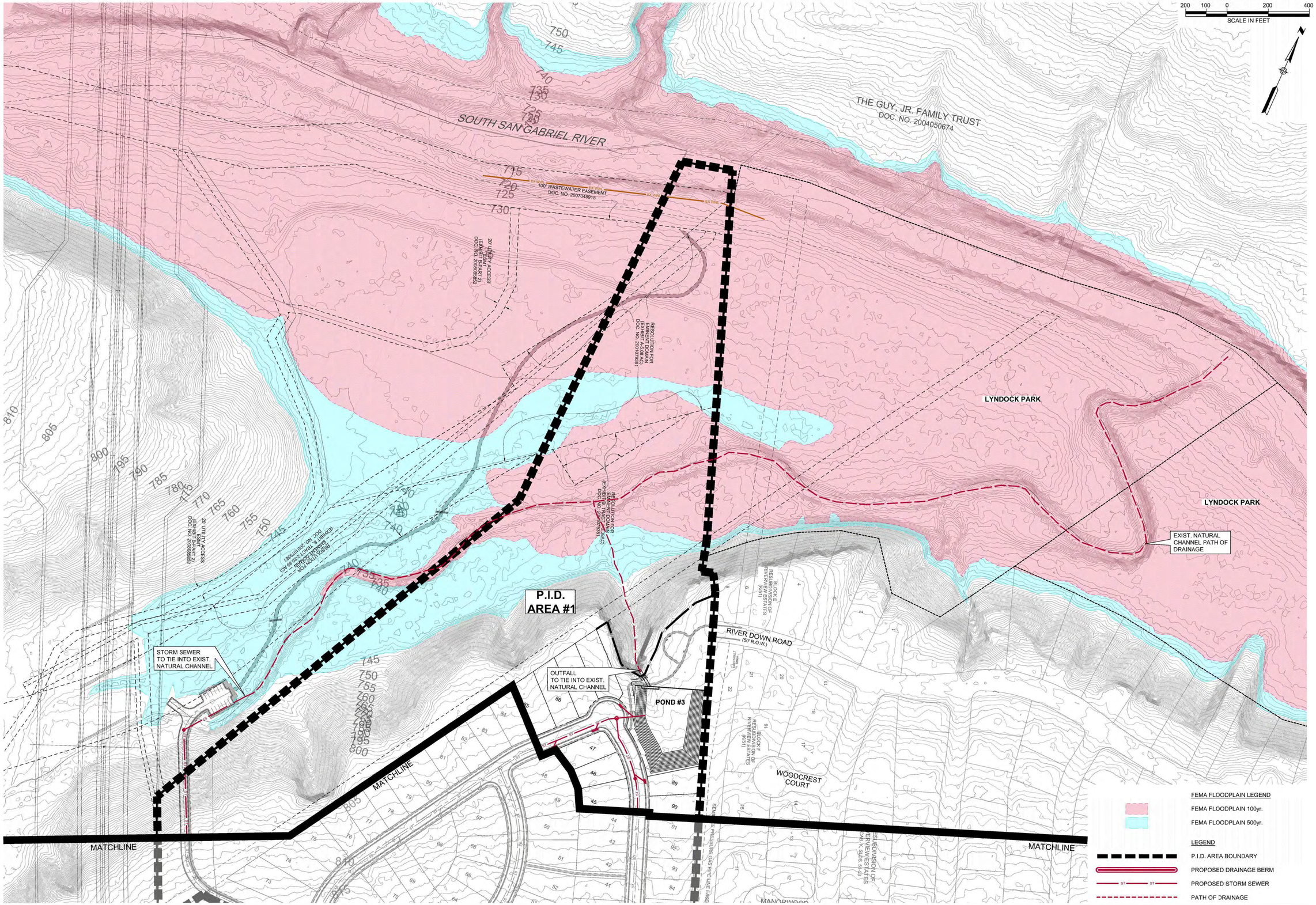
SHEET NO. 1
OF 2 SHEETS

I:\A46 Riverside Res\Bluffview\worksets\APPCD-WWW.dwg
User: jclark
Last Modified: Nov. 23, 21 - 14:45
Est. Plot Time: Nov. 23, 21 - 14:59

I:\014-002-BASE C7-30-20.dwg

APPENDIX G

Overall Drainage Improvements Exhibit



BLUFFVIEW
WILLIAMSON COUNTY, TX.

APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: APPCD-WWW-11-23-21.dwg

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LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 1 OF 2 SHEETS

200 100 0 200 400
SCALE IN FEET

RESUBDIVISION OF RIVERVIEW ESTATES CAB. K, SLDS. 51-53

BLOCK E RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

RIVER DOWN ROAD (50' R.O.W.)

WOODCR COURT

BLOCK F RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

MANORWOOD COURT

RIMROCK COVE

BLOCK 'F'

BLOCK F RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

BENT TREE DRIVE (50' R.O.W.)

BLOCK G RESUBDIVISION OF RIVERVIEW ESTATES (K/31)

RIVERVIEW DRIVE

BLOCK 'G'

BLOCK G RESUBDIVISION OF RIVERVIEW ESTATES (K/51)

MATCHLINE

SEMINOLE PRESSURE GAS PIPE LINE EASEMENT & PARKLAND

GREENBELT AREA

M.O.L. 0.05 ACRES (DOC# 2000036427)

M.O.L. 0.66 ACRES (DOC# 2000036427)

M.O.L. 0.13 ACRES (DOC# 2000036427)

50' T.U.E. 5.84 ACRES (DOC# 1999086543)

15' P.U.E. 3.708 ACRES (DOC# 1999086544)

FM 2243 (ROW VARIES)

P.I.D. AREA #1

P.I.D. AREA #2

KARST SETBACK

AMENITY

POND #1

POND #1 (NOT IN P.I.D.)

POND #3

SOUTHWEST BYPASS

A.C. WEIR PROPERTIES, LTD PORTION OF 1022.6 ACRES (2005050431)

FEMA FLOODPLAIN LEGEND

FEMA FLOODPLAIN 100yr.

FEMA FLOODPLAIN 500yr.

LEGEND

P.I.D. AREA BOUNDARY

PROPOSED DRAINAGE BERM

PROPOSED STORM SEWER

PATH OF DRAINAGE

BLUFFVIEW
WILLIAMSON COUNTY, TX.
APPENDIX G
OVERALL DRAINAGE IMPROVEMENTS EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 11/1/21
DESIGNED BY: JAC
DRAWN BY: JMC
CHECKED BY: JAC
DRAWING NAME: J:\PROD-WWW-1-22\2-21.dwg

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LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512-439-4700
Fax 512-439-4716
FRN - F-1386

JOB NUMBER: A000-000-000

SHEET NO. 2
OF 2 SHEETS

J:\2021-490-BAT_Riverside Res\Bluff View\Arch\ARP\2D-VVV-21-23-21.dwg
User: JCarter
Last Modified: Dec. 10, 21 - 10:19
Plot Date/Time: Dec. 10, 21 - 10:58:39

City of Georgetown, Texas
City Council
May 12, 2026

SUBJECT:
First and Final Reading - Ordinance Authorizing Issuance of Bonds for Bluffview Public Improvement District (PID)

SUGGESTED ACTION:
First and final reading of an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District 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 -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On March 22, 2022, in accordance with the requirements of the Texas Local Government Code Chapter 372 (the "PID Act") and after notice and hearing, the City Council passed and approved Resolution No. 032222-AA (the "Creation Resolution") authorizing the creation of Bluffview Public Improvement District (the "PID"). The PID is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District, which is comprised of approximately 28.949 acres. The proposed "Improvement Area #1 Assessment Roll" and service and assessment plan were filed with the City Secretary. Pursuant to the PID Act, notice of public hearing to consider the proposed Improvement Area #1 assessment roll and the service and assessment plan and the levy of the Improvement Area #1 assessments were mailed. Council held a public hearing on May 12, 2026 to consider levy of the proposed Improvement Area #1 assessments, the allocation of the actual costs of the authorized improvements, the purposes of the assessments, the specials benefits of the authorized improvements, and the penalties and interest of annual installments and on delinquent annual installments of the assessments. The Service and Assessment Plan is attached as Exhibit A.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bond Ordinance_Bluffview (w exhibits).pdf
Bluffview PID_Caption_2026-05-12.pdf

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF GEORGETOWN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT 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 Georgetown, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), which was created as Bluffview Public Improvement District, (the "District"), pursuant to Resolution No. 032222-AA (the "Creation Resolution") adopted by the City Council of the City (the "Council") on March 22, 2022; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; 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 recording of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District, which is comprised of approximately 28.949 acres located within the District ("Improvement Area #1") and wholly located within Williamson County, Texas; and

WHEREAS, pursuant to the PID Act, on April 29, 2026, the Council published notice of the assessment hearing in *The Williamson County Sun*, a newspaper of general circulation in the City, and held a public hearing on May 12, 2026, regarding the levy of special assessments within Improvement Area #1 of the District, and on May 12, 2026, the Council adopted Ordinance No. ____ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (the "Service and Assessment Plan") and levied the Improvement Area #1 Assessments (as defined in the Service and Assessment Plan) in Improvement Area #1 of the District as shown on the Improvement Area #1 Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 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 #1 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 (all as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Improvement Area #1 Authorized Improvements (as defined in the Service and Assessment Plan) are located within the District, and the City has determined that the Improvement Area #1 Authorized Improvements confer a special benefit on Improvement Area #1 in 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 #1 Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), 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 GEORGETOWN, 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 $4,565,000* for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 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 (all as defined in the Indenture).

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of June 1, 2026, between the City and UMB Bank, N.A., 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

* Preliminary, Subject to Change.

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

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

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's 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 #1 Projects, the Developer (as defined in the Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and UMB Bank, N.A., 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 Manager of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to

carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 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's Chief Financial Officer 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 Manager, Assistant City Manager, Chief Financial Officer 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 Manager, Assistant City Manager, Chief Financial Officer 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.

[Remainder of page left blank intentionally]

PASSED, APPROVED AND EFFECTIVE THIS 12TH DAY OF MAY, 2026.

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF GEORGETOWN, TEXAS

and

UMB BANK, N.A.,
AS TRUSTEE

DATED AS OF JUNE 1, 2026

SECURING

$[_____]

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of June 1, 2026, is by and between the CITY OF GEORGETOWN, TEXAS (the "*City*"), and UMB Bank, N.A., 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 pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Bluffview 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, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

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

WHEREAS, on March 22, 2022, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the PID Act and on March 22, 2022 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 032222-AA (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, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; 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 effective date of the Creation Resolution; and

WHEREAS, the District will be developed as a single-family and multifamily residential development, in accordance with the Development and Authorized Improvements Agreement entered into between Lamy 2243, Ltd, a Texas limited partnership (the "*Developer*"), and the City on May 9, 2023, and recorded in the Official Public Records of Williamson County, Texas as Document No. 202303810; and

WHEREAS, on May 9, 2023, the City Council found and determined to authorize and approve in substantially final form the PID Financing and Reimbursement Agreement Bluffview Public Improvement District between the City and the Developer, dated as of May 9, 2023 (the "*Financing Agreement*"), pursuant to which the Developer has agreed to construct the Major Improvements, the Improvement Area #1 Improvements and the Authorized Improvements benefitting the Future Improvement Area Improvements as defined and identified in the Service and Assessment Plan, and the City has agreed to reimburse the Developer for the costs of constructing such improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said bonds; and

WHEREAS, pursuant to the PID Act, the proposed assessment roll for the Improvement Area #1 Assessed Property (defined herein) (the "*Improvement Area #1 Assessment Roll*") and 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 May 12, 2026 was published on April 29, 2026, in *The Williamson County Sun*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments on the Improvement Area #1 Assessed Property (the "*Improvement Area #1 Assessments*") on real property within the District; 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 #1 Assessment Roll and the Service and Assessment Plan and the levy of the Improvement Area #1 Assessments on property within Improvement Area #1 of the District to the address of record at Williamson Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on May 12, 2026, held a public hearing to consider the levy of the proposed Improvement Area #1 Assessments on property within Improvement Area #1 of the District, at which any and all persons who appeared, or requested to appear, in person or by authorized electronic means as provided in the notice of public hearing published on April 29, 2026 or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll, and the proposed Improvement Area #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, 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 #1 of the District (the "*Improvement Area #1 Authorized Improvements*"), the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Authorized Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Improvement Area #1 Assessments; and

WHEREAS, the City Council convened the hearing on May 12, 2026, 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 #1 Assessment Roll, or the levy of the Improvement Area #1 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 on a second and final reading, which Assessment Ordinance approved the Improvement Area #1 Assessment Roll and levied the Improvement Area #1 Assessments; and

WHEREAS, on May 12, 2026, in connection with the levy of the Improvement Area #1 Assessments, concurrently therewith, TNHC Austin, LLC, a Delaware limited liability company d/b/a Risewell Homes and KL LB Buy 4, LLC, a Delaware limited liability company (together, the "*Owners*"), the owners of the taxable property located within Improvement Area #1 of the District, each executed a Landowner Certificate (defined herein), wherein the Owners, among other things, approved and accepted the Assessment Ordinance and the Service and Assessment Plan, including the Improvement Area #1 Assessment Roll, consented to and accepted the levy of the Improvement Area #1 Assessments against its properties located within Improvement Area #1 of the District, and agreed to pay the Improvement Area #1 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 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 #1 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; 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 first lien on, security interest in, and pledge of all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

THIRD GRANTING CLAUSE

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

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

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future 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, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the 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 #1 Projects, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4.0% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

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

"*Additional Interest Rate*" means the additional 0.50% interest charged on the Improvement Area #1 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 #1 Assessments securing the Bonds Similarly Secured, levied against property within Improvement Area #1 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.

"*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 #1 Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Improvement Area #1 Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Improvement Area #1 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 Bond Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means the annual installment payment of an Improvement Area #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.

"*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 herein, as shown on any Assessment Roll, subject to

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

"*Assessment Ordinance*" means Ordinance No. [_____] adopted by the City Council on May 12, 2026, that levied the Improvement Area #1 Assessments, as shown on the Improvement Area #1 Assessment Roll.

"*Assessment Revenues*" means the revenues received by the City from the collection of Improvement Area #1 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll included in the Service and Assessment Plan as Exhibit F thereto, 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, with respect to the Bonds, $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 I to the Service and Assessment Plan.

"*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. [_____] adopted by the City Council on May 12, 2026, 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 Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 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 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 Financing Agreement as Exhibit B thereto.

"*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 Agreement of Developer*" means the agreement executed between the Developer, Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Developer agrees to provide certain information regarding the development of the District and the Improvement Area #1 Projects for the benefit of the Holders of the Bonds (including Holders 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 Holders of beneficial interests of the Bonds), to provide, by certain dates prescribed in the Continuing Disclosure Agreement of Issuer 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 Williamson 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 [___]% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from the Improvement Area #1 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 an Improvement Area #1 Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Improvement Area #1 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 Austin, Texas and (ii) with respect to any successor Paying

Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means Lamy 2243 Ltd., a Texas limited partnership, and its successors and assigns, which is serving as the developer for all land within the District.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Financing Agreement*" means the PID Financing and Reimbursement Agreement Bluffview Public Improvement District between the City and the Developer, dated as of May 9, 2023, and recorded in the Official Public Records of Williamson County, Texas as Document No. 20230831012, as may have been or may be further amended and supplemented from time to time.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #1 Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Future Improvement Area*" means approximately 39.131 acres located within the District and developed as an individual phase after Improvement Area #1, with such area(s) to be described and designated in future Annual Service Plan Updates. The Future Improvement Area includes all property within the District except Improvement Area #1.

"*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 28.949 acres located within the District, as shown on Exhibit B-2 and 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 the 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 Authorized Improvements" means, collectively, the Improvement Area #1 Projects, the First Year Annual Collection Costs allocable to Improvement Area #1, and the Bond Issuance Costs related to the Bonds.

"*Improvement Area #1 Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"Improvement Area #1 Improvements" mean Authorized Improvements which only benefit Improvement Area #1 Assessed Property as described in Section III.B and as shown on Exhibit I of the Service and Assessment Plan.

"Improvement Area #1 Projects" mean the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds 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 15 and September 15 of each year, commencing September 15, 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 Owners, being owners of all the property subject to the Improvement Area #1 Assessments, dated May 12, 2026, as may be further amended.

"*Major Improvements*" means the Authorized Improvements authorized by Section 372.003 of the PID Act that confer a special benefit to the Improvement Area #1 Assessed Property and the Future Improvement Area, including the public improvements specifically described in Section III.A and are shown on Exhibit I 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.

"Owners" mean, collectively, TNHC Austin, LLC, a Delaware limited liability company d/b/a Risewell Homes and KL LB Buy 4, LLC, a Delaware limited liability company, and any of their respective successors and assigns, which currently own the taxable property located within Improvement Area #1 of 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 Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Williamson County or by any other means determined by the City 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 #1 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 #1 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 #1 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Collection Fund*" means that Fund established pursuant to Section 6.1.

"*Project Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Purchaser*" means the initial purchaser of the Bonds.

"*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 last Business 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.

"*Release Condition*" has the meaning assigned in Section 6.5(i).

"*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, 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 delivery of the Bonds, the Reserve Account Requirement is $[_____] which is an amount equal to [the Maximum Annual Debt Service on the Bonds] as of the date of issuance. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Improvement Area #1 Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*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 Williamson 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 UMB Bank, N.A., a national banking association, in its capacity as trustee hereunder, 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, security interest in, and pledge of the Trust Estate.

(b) The lien on, security interest in, and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date of the Bonds, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. **Limited Obligations.**

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. **Authorization for Indenture.**

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. **Contract with 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 Holders, 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 SIMILARLY SECURED

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 #1 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.

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 15 and September 15 of each year, commencing September 15, 2026, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 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 5.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver (which delivery may be via electronic mail in portable document (PDF) or similar format) the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Financing Agreement and any amendments;

(d) an executed copy of the Continuing Disclosure Agreement of the City and an executed copy of the Continuing Disclosure Agreement of the Developer;

(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 for the applicable series of Bond Similarly Secured, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Holder 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 on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds 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 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 or 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, 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 shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond for each series of Bonds Similarly Secured representing the entire principal amount of all Bonds Similarly Secured and registered in the name of Cede & Co, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of 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, which may be in electronic form, 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 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 Authorized 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 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, at the City's written direction, 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 Authorized 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 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, the City shall issue and 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 issue 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 Similarly Secured 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 with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than a 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 a 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 Holder of such Bond 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 Holder 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, extraordinary optional redemption, and/or 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 15 in the years [___], [___], [___] and [___] (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 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 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 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 15, 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. The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. The Trustee shall receive written notice from the City of the City's intention to conduct an extraordinary optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

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 the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the City shall, pursuant to a City Certificate, determine the Bond or Bonds or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee in writing 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. Upon written direction from the City, 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 the Redemption Price on such Bonds Similarly Secured 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, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and 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, 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 Bond 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, WILLIAMSON COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED	United States of America State of Texas	REGISTERED
NO. _____		$_____

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20__	[_____], 2026	_____ ___

The City of Georgetown, 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 15, and September 15, of each year, commencing September 15, 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 Austin, Texas (the "*Designated Payment/Transfer Office*"), of UMB Bank, N.A., a national banking 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 Holder 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 Holder shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business 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 June 1, 2026 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Holder of this Bond hereby consents. All Bonds issued

under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 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.

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.

The Bonds maturing on September 15 in the years [___], [___], [___] and [___] (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 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption 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 thirty (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 15, 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 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.

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 Holder 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, WILLIAMSON COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Georgetown, Texas	Mayor, City of Georgetown, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A., as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

_____

_____

_____
(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

_____ _____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered Holder as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (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 15 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. Except as authorized by Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds 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 by the Trustee 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 #1 Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund 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 #1 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 #1 Improvement Account of the Project Fund: $[_____]; and

(v) 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 #1 Projects as provided in Section 6.5 hereof, and (iv) fourth to pay other costs permitted by the PID Act as identified in a City Certificate directed to the Trustee. 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 15, beginning March 15, 2027, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. 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 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 Account to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Improvement Area #1 Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement, and, second, to replenish the Delinquency & Prepayment Reserve Requirement), and second, 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 #1 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 pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on September 15, 2026. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the date listed above shall be transferred to the Improvement Area #1 Improvement Account of the Project Fund, or if the Improvement Area #1 Improvement Account of the Project Fund has been closed as provided in Section 6.5(e) or (g), 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, as described below.

(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 pursuant to one or more City Certificates as provided in Section 6.5(h).

(c) Disbursements from the Improvement Area #1 Improvement Account of the Project Fund to pay Actual Costs of the Improvement Area #1 Projects 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 conclusively rely on such payment instructions 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, including any wire instructions, contained therein. The execution by the City or its designee of such Certification for Payment shall constitute conclusive evidence upon which the Trustee may conclusively rely that the disbursement of funds from the Improvement Area #1 Improvement Account is in compliance with the disbursement procedures described in the Financing Agreement or as provided in such written direction. The Trustee shall be permitted to conclusively rely on the Closing Memorandum, any Certification for Payment, City Certificate, or other written direction received pursuant to this Indenture without investigation, and Trustee shall not be responsible for receiving or reviewing any backup or attachments thereto.

(d) Except as provided in Section 6.5(e) and (g), money on deposit in the Improvement Area #1 Improvement Account shall be used solely to pay Actual Costs of the Improvement Area #1 Projects provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Area #1 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 #1 Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Area #1 Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #1 Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #1 Improvement Account of the Project Fund will ever be expended for the purposes of the Improvement Area #1 Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #1 Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Area #1 Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Area #1 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 #1 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 #1 Projects have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #1 Projects are not required to be paid from the Improvement Area #1 Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #1 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 #1 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 #1 Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #1 Projects, or (ii) if no Improvement Area #1 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.

[(i) (1) Notwithstanding the above sections, the aggregate amount of funds that the Trustee may disburse from the Improvement Area #1 Improvement Account shall not exceed $[_____] (the "Improvement Area #1 Authorized Amount") except and until the Developer certifies that the Release Condition (as defined below) has been satisfied and the City provides a City Certificate as described below, after which the Trustee may resume disbursements. The Trustee may make disbursements from the Improvement Area #1 Improvement Account that exceed the Improvement Area #1 Authorized Amount only when the Developer provides written certification to the Trustee and the City in a Certification for Payment that the Release Condition has been satisfied and the City provides a City Certificate, as described below. The first Certification for Payment that requests funds in excess of the Improvement Area #1 Authorized Amount from the Improvement Area #1 Improvement Account after satisfaction of the Release Condition shall be submitted to the City, the City's financial advisor, Bond Counsel and the Administrator for review and confirmation.

(2) Money may be disbursed from the Improvement Area #1 Improvement Account in excess of the Improvement Area #1 Authorized Amount only after the Trustee shall have received a City Certificate certifying that the City has performed and approved the final inspections of at least [___] completed homes within Improvement Area #1 and issued certificates of occupancy for such completed homes (the "Release Condition"). The City may not approve a Certification for Payment for a disbursement from the Improvement Area #1 Improvement Account for any amounts that exceed the Improvement Area #1 Authorized Amount until the Release Condition has been satisfied.

(3) Notwithstanding anything in this Indenture to the contrary, in the event the Developer has not provided the written certification confirming that the Release Condition has been satisfied on or before [June 4, 2029], then the Trustee shall transfer any funds remaining in the Improvement Area #1 Improvement Account to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 of this Indenture.]

Section 6.6. **Redemption Fund.**

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Certificate, 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 Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 15 of each year, commencing March 15, 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 are no longer Outstanding.

(c) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve

Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Improvement Area #1 Improvement Account of the Project Fund to pay Actual Costs of the Improvement Area #1 Projects if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) On or before February 20, 2027, and on or before each February 20 and August 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 #1 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 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 Morgan Stanley Institutional Liquidity Funds Government Portfolio, CUSIP No. 61747C889, Ticker: MPCXX, until directed otherwise by the City Certificate; provided, however, if such fund is no longer available the Trustee shall hold such funds uninvested in the absence of written direction.

(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 of value) arising from any investments made or sold 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. Such statements will be delivered via the Trustee's online service and 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 #1 Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #1 Assessments against the property in the District from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Improvement Area #1 Assessments.**

(a) For so long as any Bonds Similarly Secured are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e under Applicable Laws to cause the Improvement Area #1 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 #1 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 #1 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 #1 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; provided, however, the Trustee shall have no duty to so inspect unless directed to by any Holder or Holders of Bonds Similarly Secured. 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 #1 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 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, other than the Pledged 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 or the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the 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 Annual Collection Costs as provided herein. 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 set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed 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 or exercise of any rights and powers hereunder, until it shall be indemnified 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, so long as no Event of Default has occurred and is continuing, in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may

begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, 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 and takes no duty to verify the correctness of the same. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of the offering documents, this Indenture or the Bonds Similarly Secured, the right, title or interest of the City therein, or with respect to the security afforded by this Indenture, or the technical or financial feasibility of the project of the compliance of the project with the PID Act, or the tax-exempt status of the Bonds Similarly Secured, 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 in accordance with this Indenture, or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City pursuant to this Indenture. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

(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 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 or damages of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #1 Projects. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises granted in this Indenture.

(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. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured notwithstanding such directions conflict or are inconsistent with a subsequent direction from a group of Holders with a greater percentage of then Outstanding Bonds Similarly Secured.

(f) With the exception of an Event of Default described in Section 11.1(i) or Section 11.1(iv) hereof, 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 Developer, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or

any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; 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 or verify any calculations in connection therewith, and shall not be deemed to have knowledge of 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 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, 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 (other than the Rebate 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. The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated and subsequently approved by the City. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur liability, financial or otherwise, 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 compensation, fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture, and the resignation or removal of the Trustee as set forth in Section 9.3(g) hereof.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the Holder 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. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

(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 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) The 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 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 its 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 any. 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, financial report, 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 Holders 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. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article IX.

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, 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 at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the 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, indemnities 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 anyone 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 is permitted by and in compliance with this Indenture and 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, 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 the Holders 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. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 hereof.

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 #1 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 principal of the Bonds Similarly Secured then Outstanding; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; 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 hereunder 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 any action for money damages against the City shall be limited to recovery from the Trust Estate may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the Outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) In an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to

time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. **Restriction on 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 written evidence of 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 written 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 in writing; 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 as advised by counsel, 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 due or Redemption Price 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, 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, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) 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 #1 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 and obligations secured by and payable from Pledged Revenues subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured, 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) Notwithstanding anything to the contrary herein, no Refunding Bonds or obligations secured by and payable from Pledged Revenues subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or subordinate lien obligations is scheduled to mature on September 15 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or subordinate lien obligations must be scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

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 in writing 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 sets 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 delivered by hand or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Georgetown, Texas 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Manager Telephone: 512-930-3652 Email: ms@georgetowntexas.gov
If to the Trustee Or the Paying Agent/Registrar	UMB Bank, N.A., 6034 West Courtyard Drive, Suite 225 Austin, Texas 78730 Attn: Robert Rodriguez Telephone: 512-582-5859 Email: Robert.Rodriguez@umb.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.

(e) The Trustee agrees to accept and act upon instructions or directions, including funds transfer instructions ("Instructions") given pursuant to the governing documents sent in writing by Electronic Means. "Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified

by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers"), which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's reasonable understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that legitimately purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and directions in writing to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

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 anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws; Jurisdiction.**

THIS INDENTURE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS INDENTURE, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS INDENTURE, EACH PARTY

HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) 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.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Attest:

_____
Robyn Densmore, City Secretary

(CITY SEAL)

UMB Bank, N.A.,
as Trustee

By: _____
Authorized Officer

EXHIBIT B

BOND PURCHASE AGREEMENT

$[PRINCIPAL]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

BOND PURCHASE AGREEMENT

May 12, 2026

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Georgetown, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and UMB Bank, N.A., as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PRINCIPAL] aggregate principal amount of the City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds"), at a purchase price of $[_____] (representing the aggregate principal amount of the Bonds, less an original issue discount of $[_____] and less an Underwriter's discount of $[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length

commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #1 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 June 4, 2026 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on June 4, 2026 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on May 12, 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of June 1, 2026, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied on the assessable parcels within Improvement Area #1 of the Bluffview Public Improvement District (the "District"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on March 22, 2022, in accordance with the Act. The Assessments were levied in accordance with an amended and restated service and assessment plan, adopted by the City Council on May 12, 2026 (the "Service and Assessment Plan"), pursuant to an ordinance (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE – The Bonds" and

shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

3. Initial Offering. The Underwriter agrees to make an initial offering of all of the Bonds in accordance with Section 4 hereof and to limit the initial offering to persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the third (3rd) Business Day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. *Definitions.* For purposes of this Section 4, the following definitions apply:

(i) "*Participating Underwriter*" means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).

(ii) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(iii) "*Related Party*" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

b. *Issue Price Certificate.* The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at least five (5) Business Days prior to Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be

appropriate or necessary, in the reasonable judgment of the Underwriter, the City, and Bond Counsel to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor and any notice or report to be provided to the City may be provided to the City's financial advisor.

c. *Substantial Amount Test*. Other than those maturities of the Bonds which are designated by the Underwriter in writing in attached Schedule I (the "Hold-the-Price Maturities"), the City will treat the Initial Offering Price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "Substantial Amount Test") as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Underwriter has offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

d. *Hold-The-Price Restriction*. The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) Business Day after the Sale Date, or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the City when the Underwriter has sold a Substantial Amount of each such Hold-the-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-the-Price Maturity, if that occurs prior to the close of the fifth (5th) Business Day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter

will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

e. *Agreements Among Participating Underwriters*. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement, and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

f. *Sale to Related Party not a Sale to the Public*. The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to the Underwriter purchases during the initial offering period all of a Hold-the-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five (5) Business Days from the Sale Date, or (ii) comply with the Hold-the-Price Restriction.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [_____], 2026, (the "Preliminary Limited Offering

Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the 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 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 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 notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps included on pages ii, iii and iv therein or under the captions and subcaptions "PLAN OF FINANCE — Development and Financing Plan" and "— Homebuilder," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT — Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "ADMINISTRATOR," "THE SPECIAL ASSESSMENT CONSULTANT," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2" and "APPENDIX G." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a

printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) Business Day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development and Authorized Improvements Agreement, effective as of May 9, 2023 (the "Development and Authorized Improvements Agreement"), executed and delivered by the City and Lamy 2243, Ltd., a Texas limited partnership (the "Developer") and consented to by A.C. Weir Properties, Ltd., a Texas limited partnership;

(4) the PID Financing and Reimbursement Agreement Bluffview Public Improvement District, effective as of May 9, 2023 (the "Financing and Reimbursement Agreement"), executed and delivered by the City and the Developer; and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of June 1, 2026 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC, (the "Administrator") and UMB Bank, N.A., 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 Development and Authorized Improvements Agreement, (4) the Financing and Reimbursement Agreement, (5) the Continuing Disclosure Agreement of Issuer, and (6) the Limited Offering Memorandum (the documents described by subclauses (1) through (6) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default 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, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the first lien on, security interest in, and pledge of the Trust Estate. The Indenture creates a valid lien on and pledge of the Trust Estate to the extent provided for in the Indenture, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The payment of the Bonds is secured by the Trust Estate, consisting primarily of revenue derived from the Assessments. The Assessments have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Improvement Area #1 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for State, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a lien on and pledge of the Trust Estate which secures the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged Specialized Public Finance, Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof and in Appendix E hereto (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later Business Day as shall have been mutually agreed upon by the City

and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other ordinances, resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Financing and Reimbursement Agreement, the Development and Authorized Improvements Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of June 1, 2026, executed and delivered by the Developer, the Administrator, and UMB Bank, N.A., as dissemination agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representations, the Financing and Reimbursement Agreement, the Development and Authorized Improvements Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of

notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Improvement Area #1 Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld

registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided

shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, dated the Closing Date and addressed to the Underwriter, together with a reliance letter from Bond Counsel, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to the 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 Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement," and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing and Reimbursement Agreement, the 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 attorney for the City, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, Underwriter's Counsel, and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the

validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion 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, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Norton Rose Fulbright US LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in paragraph (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by Rule 15c2-12; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in the next paragraph below; and

(iii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Specialized Public Finance, Inc., as financial advisor, the public improvement district administrator, the Developer, and its counsel, consultants and engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of June 4, 2026, based on the documents, drafts, and facts in existence and received as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the date thereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided

that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., limitations applicable to initial purchasers, financial advisor, trustee, tax exemption, underwriters, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents, Developer Documents and Landowner Certificates. The City Documents, Developer Documents and the Landowner Consent Certificates executed by TNHC Austin, LLC, a Delaware limited liability company d/b/a Risewell Homes and KL LB Buy 4, LLC, a Delaware limited liability company dated as of May 12, 2026 shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of Administrator. Letter of Representation of Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond

Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter.

q. Letter of Representation of Special Assessment Consultant. Letter of Representation of Special Assessment Consultant, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Letter of Representation of Appraiser. (i) Letter of Representation of Appraiser, substantially in the form of Appendix H hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Improvement Area #1.

s. Evidence of Filing of Creation Resolution and Assessment Ordinance; Posting of Service and Assessment Plan. Evidence that (i) (A) the Creation Resolution including a legal description of the District by metes and bounds, and (B) the Assessment Ordinance, including the Service and Assessment Plan and Improvement Area #1 Assessment Roll have been filed of record in the real property records of Williamson County, Texas and (ii) the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 Texas Property Code, as amended, was posted on the City's website not later than the seventh day after the date of approval of the Assessment Ordinance.

t. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Improvement Area #1 of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

u. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State for the Developer, and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

v. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

w. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and

the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

x. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

y. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as set forth in Sections 13 and 15 hereof.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's legal opinion, Financial Advisor, the Trustee's counsel, Bond Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or for the benefit of the City, including but not limited to the fees and expenses of the Appraiser and the Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Georgetown, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase and placement of the Bonds, or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 22 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties (other than the City and the Underwriter) made in, pursuant to, or in connection with this Agreement, including the appendices hereto, shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Williamson County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term

of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code..

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Georgetown, Texas

By: _____
Mayor

SCHEDULE I

$[PRINCIPAL]
CITY OF GEORGETOWN, TEXAS
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Interest Accrues From: Closing Date

$$_____ ___% Term Bonds, Due September 15, 20__, Priced to Yield ___% [(a) (b) (c) (d)]

$_____ ___% Term Bonds, Due September 15, 20__, Priced to Yield ___% [(a) (b) (c) (d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test..

(b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedules.

$ Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PRINCIPAL]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

May 12, 2026

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Georgetown, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PRINCIPAL] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 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, Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations and not otherwise defined herein will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps included on pages ii, iii and iv therein and under the captions and subcaptions "PLAN OF FINANCE — Development and Financing Plan" and "— Homebuilder," "OVERLAPPING TAXES AND DEBT — Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER," and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Homebuilder, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION — Developer," "APPENDIX E-2," and "APPENDIX F" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Financing and Reimbursement Agreement;

c. the Development and Authorized Improvements Agreement; and

d. the Continuing Disclosure Agreement of Developer.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited partnership under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents or under any material documents relating to the financing and construction of the Improvement Area #1 Projects to which

the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer, has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds under the Bond Purchase Agreement, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

Lamy 2243, Ltd. , a Texas limited partnership

By: Bluffview 2021 GP, LLC, a Texas limited liability company,
its General Partner

By: _____
Name: Jeremy L. Smitheal
Title: Manager

APPENDIX B

$[PRINCIPAL]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. ("Purchaser"), with respect to the City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) issued by the City of Georgetown, Texas ("Issuer") in the principal amount of $[PRINCIPAL] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth Business Day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Remainder of this page intentionally left blank.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

FMSbonds, Inc.

By:_____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Dated: June 4, 2026

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF CITY ATTORNEY]

June 4, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

$[PRINCIPAL]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I am the City Attorney for the City of Georgetown, Texas (the "City") and am rendering this opinion in connection with the issuance and sale of $[PRINCIPAL] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 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 May 12, 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of [June 1], 2026 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed the:

(a) The Resolution No. 032222-AA (the "Creation Resolution") enacted by the City Council on March 22, 2022;

(b) The Assessment Ordinance, and the Service and Assessment Plan attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Development Agreement;

(f) The Financing Agreement; and

(g) The Continuing Disclosure Agreement of Issuer.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "City Documents."

In all such examinations, 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 the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to

action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon my limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of 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

[LETTERHEAD OF DEVELOPER'S COUNSEL]

June 4, 2026

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

$[PRINCIPAL]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Lamy 2243, Ltd., a Texas limited partnership (the "Developer") in connection with the issuance and sale by the City of Georgetown, Texas (the "Issuer"), of $[PRINCIPAL] City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds"), pursuant to the Indenture of Trust dated as of June 1, 2026 (the "Indenture"), by and between the Issuer and UMB Bank, N.A., 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 "Bluffview" (the "Development") located in the City of Georgetown, Texas.

The Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated May 12, 2026 (the "Bond Purchase Agreement"), between the Issuer and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) the Financing and Reimbursement Agreement;

(2) the Continuing Disclosure Agreement of Developer;

(3) the Development and Authorized Improvements Agreement;

(4) the Bond Purchase Agreement; and

(5) the Developer Letter of Representations.

(b) The Developer Closing Certificate, dated as of the date hereof (the "Closing Certificate of Developer");

(c) The Preliminary Limited Offering Memorandum, dated [_____], 2026 relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(d) The final Limited Offering Memorandum, dated May 12, 2026, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports, and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer): (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto (other than the Developer), (ii) that all of the parties (other than the Developer) to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) that each certificate from governmental officials reviewed by us is accurate,

complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developer) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts, or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Issuer nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (i) a limited partnership, (ii) qualified to do business in the State of Texas and (iii) in good standing under the laws of the State of Texas.

2. The Developer has the full legal right, power, and authority to execute, deliver, and perform its obligations, as applicable, under each of the Material Documents to which it is a party

and has taken all necessary actions to authorize the execution, distribution, and delivery by the Developer of such Material Documents and the performance by the Developer of such obligations.

3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law, statute, rule, or regulation applicable to the Developer under the laws of the State of Texas; (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Closing Certificate of Developer or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited partnership agreement or certificate of formation.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to (a) the execution and delivery by the Developer of the Material Documents to which it is a party, or (b) the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitutes the legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits, or proceedings pending or, to our knowledge after reasonable inquiry, threatened against the Developer identified in the Closing Certificate of Developer or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; or (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. To our knowledge, no taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar

charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Material Documents or the creation of the indebtedness evidenced or secured by any of the Material Documents or the recording or filing of any of the Material Documents, except for normal filing or recording fees.

8. To our knowledge, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, trust agreement, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Closing Certificate of Developer which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. In addition, based upon our participation at conferences with representatives of the City and its counsel, representatives of the Underwriter and its counsel, and with representatives of the Developer, at which the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and any amendment or supplement thereto: the information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development and Financing Plan" and "— Homebuilder," "OVERLAPPING TAXES AND DEBT — Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Homebuilder, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION — Developer," "APPENDIX E-2," and "APPENDIX F," insofar as such statements constitute matters of law, summaries solely of legal matters, provisions of the Developer's certificate of formation or agreement of limited partnership or legal proceedings, fairly summarize those matters of law, legal matters, provisions of the Developer's certificate of formation, agreement of limited partnership or legal proceedings in all material respects; and no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Bond Purchase Agreement, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files, or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Closing Certificate of Developer, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of

the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, 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.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

_____

Metcalfe Wolff Stuart & Williams, LLP

APPENDIX E

DEVELOPER CLOSING CERTIFICATE

Lamy 2243, Ltd., a Texas limited partnership (the "Developer"), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSbonds, Inc. (the "Underwriter"), and the City of Georgetown, Texas (the "City"), entered into on May 12, 2026 (the "Bond Purchase Agreement") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Developer is a limited partnership organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City and the Underwriter to be used in connection with the offering by the City of its $[PRINCIPAL] principal amount of Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated [_____], 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated May 12, 2026 (the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations;

(b) the Financing and Reimbursement Agreement;

(c) the Development and Authorized Improvements Agreement; and

(e) the Continuing Disclosure Agreement of Developer.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps included on pages ii, iii and iv therein and under the captions and subcaptions "PLAN OF FINANCE — Development and Financing Plan" and "— Homebuilder," "OVERLAPPING TAXES AND DEBT — Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER," and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Homebuilder, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION — Developer," "APPENDIX E-2" and "APPENDIX F" (collectively, the "Developer Disclosures") and certifies that the information contained in the Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

13. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

14. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

15. To the Developer's knowledge, no liens exist on land in Improvement Area #1 of the District on the date hereof.

[SIGNATURE PAGE FOLLOWS.]

Dated: June 4, 2026

DEVELOPER:

Lamy 2243, Ltd. , a Texas limited partnership

By: Bluffview 2021 GP, LLC, a Texas limited liability company,
its General Partner

By: _____
Name: Jeremy L. Smitheal
Title: Manager

APPENDIX F

[LETTERHEAD OF P3WORKS, LLC]

June 4, 2026

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

UMB BANK, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC ("P3Works", "we" or "our"), consultant in connection with the creation by the City of Georgetown, Texas (the "City"), of Bluffview Public Improvement District (the "District"), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2026, and the final Limited Offering Memorandum for the Bonds, dated May 12, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions "OVERLAPPING TAXES AND DEBT — Overlapping Taxes and Debt – Overlapping Taxes," "ASSESSMENT PROCEDURES," and "ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

5. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about June 4, 2026) which would render any information in the Limited Offering Memorandum described in paragraph 1 above untrue, incomplete, or incorrect, in any material fact or render any such information, in the light of the circumstances under which they were made, materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

By: _____

Its: _____

APPENDIX G

[LETTERHEAD OF DEVELOPMENT PLANNING & FINANCING GROUP, INC.]

June 4, 2026

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of Development Planning & Financing Group, Inc. ("DPFG"), consultant in connection with the creation by the City of Georgetown, Texas (the "City"), of Bluffview Public Improvement District (the "District"), does hereby represent the following:

1. DPFG has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2026, and the final Limited Offering Memorandum for the Bonds, dated May 12, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information DPFG provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE SPECIAL ASSESSMENT CONSULTANT" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. DPFG agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

4. DPFG agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this

letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about June 4, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

Development Planning & Financing Group, Inc.

By: _____

Its: _____

APPENDIX H

[LETTERHEAD OF BARLETTA & ASSOCIATES, INC.]

June 4, 2026

City of Georgetown, Texas
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, Texas 78701

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Norton Rose Fulbright US LLP
98 San Jacinto Blvd., Suite 1100
Austin, Texas 78701

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Barletta & Associates, Inc. (the "Appraiser"), the appraiser of the undeveloped property contained in Improvement Area #1 of the Bluffview Public Improvement District (the "District"), does hereby represent the following:

1. The Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____], 2026, and the Limited Offering Memorandum for the Bonds, dated May 12, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Georgetown, Texas, as described above. The information the Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX H 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 my appraisal report, 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. Appraiser 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. Appraiser 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 June 4, 2026) which would render any such information in the Limited Offering Memorandum

untrue, incomplete, or incorrect, in any 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: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of June 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among the City of Georgetown, Texas (the "Issuer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 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 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 June 1, 2026, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Annual Collections Report" shall mean any Annual Collections 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 subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Assessments" shall have the meaning assigned to Improvement Area #1 Assessments 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 Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of June 1, 2026, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Chief Financial Officer or City Manager 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 UMB Bank, N.A., 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 Bluffview 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 Financials Filing Date, an Annual Information Filing Date and an Annual Collections Report Filing Date, or, individually, as the context requires, an Annual Financials Filing Date, an Annual Information Filing Date or an Annual Collections Report 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 twelve-month period from October 1 through September 30.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2026, 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 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 Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) As soon as available, 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 no later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5th) day before the applicable 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 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 Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, and instruct the Dissemination Agent in writing 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.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, 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.

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 Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Information regarding the Bonds and the Trustee in substantially similar form to that shown in the tables provided under Section 4(a)(i) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(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 Section 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update; and

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in subsection 4(a) above. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, 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 under this Section 4.

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 Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer, pursuant to written direction (which written document may be made by electronic means).

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 (5th) 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 hereto 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 on the last Business Day prior to 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.

Any sale by the Developer of real property within Improvement Area #1 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 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 in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day 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 direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

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, or 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 promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the

Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of the City's bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the 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 Dissemination Agent and the Administrator 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 UMB Bank, N.A. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(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, 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 Information for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 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, fees, expenses and liabilities for such actions) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 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 #1, 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 Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive 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 or Annual Financial Statements in accordance with Section 4(a) and 4(b), respectively, or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or the 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 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 shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting or refraining from acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are expenses which may be paid from the Annual Collection Costs.

(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 #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are expenses which may be paid from the Annual Collection Costs.

(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, EXCEPT AS DESCRIBED IN SECTION 11 WITH RESPECT TO THE DISSEMINATION AGENT.

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 reason 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 #1, 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 respectively make the following representations and verifications 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, as applicable, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by

any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and Administrator each respectively 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 Dissemination Agent, Administrator and each of their respective 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 Dissemination Agent and Administrator each respectively 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 Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator each respectively hereby 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 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 Administrator each respectively 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 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. Notice. Any written notice required to be given or made hereunder among or between any of the Issuer, the Trustee, the Administrator, the Dissemination Agent and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such under this Disclosure Agreement.

If to the Trustee or Dissemination Agent:		UMB Bank, N.A.
	Attn:	Robert Rodriguez
		6034 West Courtyard Drive, Suite 225
	Email:	Austin, TX 78730
		robert.rodriguez@umb.com
If to Administrator:		P3Works, LLC
		9284 Huntington Square, Ste 100
		North Richland Hills, Texas 76182
	Email:	admin@p3-works.com
If to the Issuer:		City of Georgetown
	Attn:	City Manager
		808 Martin Luther King Jr. St.
		Georgetown, Texas 78626
	Email:	ms@georgetowntexas.gov
If to Participating Underwriter:		FMSbonds, Inc.
		5 Cowboys Way, Suite 300-25
		Frisco, Texas 75034
		E-mail: Tdavenport@fmsbonds.com

SECTION 22. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 23. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

(Signature pages follow.)

CITY OF GEORGETOWN, TEXAS

By: _____
Mayor

UMB Bank, N.A.
(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][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED ANNUAL FINANCIAL STATEMENTS]

Name of Issuer:	City of Georgetown, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Bluffview Public Improvement District Improvement Area #1 Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Georgetown, Texas (the "Issuer"), has not provided [an Annual Financial Information][an Annual Collections Report][audited/unaudited Annual Financial Statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of June 1, 2026, by and among the Issuer, P3Works, LLC, as "Administrator," and UMB Bank, N.A., as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][the Annual Collections Report][audited/unaudited Annual Financial Statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
on behalf of the City of Georgetown, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Georgetown, Texas

EXHIBIT B

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: UMB Bank, N.A.
Address: 6034 West Courtyard Drive, Suite 225
City: Austin, TX 78730
Telephone: (512) 582-5859
Contact Person: Attn: Robert Rodriguez

Section 4(a)(i)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				–
				–
		Total		

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

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 #1 [(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 #1 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area #1 of the District is approximately $[AMOUNT] according to the Williamson 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__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: [_____]
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF 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 SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

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__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year	Total Annual Installments Levied	Parcels Levied[2]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Total Annual Installments Collected[3]
20__	$		$	%	$

[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__.

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 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and 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. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and the Dissemination Agent should be immediately notified in writing**.
March 15	43/44	Trustee pays bond interest payments to Holders. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of a draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund, if applicable.

[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 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, an amendment to the Code, or otherwise, such modifications shall control.

April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full 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.
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 County Tax Assessor-Collector procedures.** [2] **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** **Issuer notifies Trustee and Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections and if instructed by the Holders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
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 and the Trustee. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

[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.

		Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Holders**. 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.
August 20	202/203	Issuer forwards payment to Trustee for all Pledged Revenues received as of August 20, along with detailed breakdown, or causes amounts in the Project Collection Fund to be transferred by the Trustee either to the Pledged Revenue Fund or to the Administrative Fund, as directed by the Issuer pursuant to a City Certificate, as applicable.

Council Action

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF GEORGETOWN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (BLUFFVIEW PUBLIC IMPROVEMENT DISTRICT 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